

**DRAFT AGREEMENT BETWEEN**

**THE UNITED NATIONS EDUCATIONAL SCIENTIFIC  
AND CULTURAL ORGANIZATION (UNESCO)**

**AND**

**THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN**

**REGARDING THE ESTABLISHMENT IN TEHRAN, ISLAMIC REPUBLIC OF IRAN,  
OF AN INTERNATIONAL CENTRE FOR THE INTEGRATED MANAGEMENT OF  
WATERSHED AND BIO-RESOURCES IN ARID AND SEMI-ARID REGIONS**

The United Nations Educational, Scientific and Cultural Organization  
and

The Government of the Islamic Republic of Iran

*Having regard* to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of International Hydrological Programme,

*Considering* that the Director-General has been authorized by the General Conference to conclude with the Government of Islamic Republic of Iran an agreement in conformity with the draft that was submitted to the General Conference,

*Desirous* of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the said Centre in this Agreement,

**HAVE AGREED AS FOLLOWS:**

#### **Article 1 – Definitions**

1. In this Agreement, “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
2. “Government” means Government of the Islamic Republic of Iran.
- 3 “Centre” means International Center for the Integrated Management of Watershed and Bio-Resources in Arid and Semi-Arid Regions.
- 4 Representative of the Government means Ministry of Jihad-e-Agriculture by the Forest, Range & Watershed Management Organization (FRWO).

#### **Article 2 – Establishment**

The Government shall agree to take, in the course of the year [2016], any measures that may be required for the setting up in Tehran, Iran, of a Centre under the auspices of UNESCO, as provided for under this Agreement, hereinafter referred to as “Centre”.

### **Article 3 – Purpose of the Agreement**

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the Government concerned and also the rights and obligations stemming therefrom for the parties.

### **Article 4 – Legal status**

The Centre shall be independent of UNESCO.

The Government shall ensure that the Centre enjoys within its territory the functional autonomy necessary for the execution of its activities and the legal capacity:

- to contract;
- to institute legal proceedings;
- to acquire and dispose of movable and immovable property.

### **Article 5 – Constitutive Act**

The constitutive act of the Centre must include provisions describing precisely:

- (a) the legal status granted to the Centre, within the national legal system, the legal capacity necessary to exercise its functions and to receive funds, obtain payments for services rendered, and acquire all means necessary for its functioning;
- (b) a governing structure for the Centre, allowing UNESCO representation within its governing body.

### **Article 6 – Functions/objectives**

The functions/objectives of the Centre shall be to:

#### **Objectives:**

- generate knowledge and scientific information on eco-hydrology for bio-resources management in watersheds;
- undertake in-service training in all aspects of watershed management;
- improve data collection and analysis for watershed management;

- broaden the knowledge-base and research with respect to bio-resources management in watershed basins;
- build on and improve institutional frameworks for watershed management;
- develop area-specific adaptation strategies;
- undertake within the region effective capacity building activities at institutional and professional levels;
- target actions that best address both livelihoods and natural resource conservation objectives;
- improve watershed integration of land and water resources;
- enhance co-operation with international institutions, in order to advance knowledge in the field of watershed management.

**Functions:**

- promote theoretical, experimental and applied research in fields of land, soil and water interactions and climate change in arid and semi-arid regions;
- conduct research focused on the interdisciplinary aspects of watershed management to promote and support sustainable development and management of watershed basins and serve the needs of local communities;
- create and reinforce a Cooperative Information Network (CIN) for the exchange of scientific and technical data, information and knowledge on watershed issues;
- enhance capacity building and promoting partnership through cooperation in technical and scientific research projects and training programs;
- disseminate the result of research undertaken through seminars, training courses, workshops, conferences and periodic publications;
- facilitate the development of inter institutional and multi-national research and educational activities that support and contribute to strengthening of the existing scientific and academic institution in the region at all the levels;
- develop, promote, transfer and exchange experiences regarding appropriate technologies related to watershed management;
- provide technical consulting and advisory services in the region and beyond, as required.
- promote communication among water-related centers and other international organizations aimed at sharing technical information and experiences;

- produce technical publications and other media items related to the activities of the Centre.

### **Article 7 – Governing Board**

1. The Centre shall be guided and overseen by a Governing Board renewed every six years and include:

- (a) a representative of the Government concerned or his/her appointed representative;
- (b) representatives of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 10, paragraph 2, below and have expressed interest in being represented on the Board;
- (c) a representative of the Director-General of UNESCO.

2. The Governing Board shall:

- (a) approve the long-term and medium-term programmes of the Centre;
- (b) approve the annual work plan of the Centre, including the staffing table;
- (c) examine the annual reports submitted by the director of the Centre, including a biennial self-assessment of the Centre's contribution to UNESCO's programme objectives;
- (d) examine the periodic independent audit reports of the financial statements of the Centre and monitor the provision of such accounting records necessary for the preparation of financial statements;
- (e) adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of the country;
- (f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

3. The Governing Board shall meet in ordinary session at regular intervals, at least once every calendar year; it shall meet in extraordinary session if convened by its chairperson, either on his or her own initiative or at the request of the Director-General of UNESCO or of two-thirds of its members.

4. The Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO.

#### **Article 8 – UNESCO’s contribution**

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of the Centre, in accordance with the strategic goals and objectives of UNESCO by:

(a) providing the assistance of its experts in the specialized fields of the Centre;

(and/or)

(b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; (and/or)

(c) seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis, if justified by the implementation of a joint activity/project within a strategic programme priority area.

2. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO’s programme and budget, and UNESCO will provide Member States with accounts relating to the use of its staff and associated costs.

#### **Article 9 – Contribution by the Government**

1. The Government shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre.

2. The Government undertakes to:

(a) make available to the Centre office space;

(b) entirely assume the maintenance of the premises, etc.;

(c) contribute to the Centre a total amount of USD 350000;

(d) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise five staff.

## **Article 10 – Participation**

1. The Centre shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.
  
2. Member States and Associate Members of UNESCO wishing to participate in the Centre's activities, as provided for under this Agreement, shall send to the Centre notification to this effect. The Director shall inform the parties to the agreement and other Member States of the receipt of such notifications.

## **Article 11 – Responsibility**

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Centre, and shall also not be subject to any legal process, and/or bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

## **Article 12 – Evaluation**

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain:
  - (a) whether the Centre makes a significant contribution to UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of C/5 document (Programme and Budget), including the two global priorities of the Organization, and related sectoral or programme priorities and themes;
  - (b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
  
2. UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of category 2 Centre to UNESCO strategic programme objectives, to be funded by the host country or Centre.

3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.

4. Following the results of an evaluation, each of the contracting parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 16 and 17 below.

### **Article 13 – Use of UNESCO name and logo**

1. The Centre may mention its affiliation with UNESCO. It may, therefore, use after its title the mention “under the auspices of UNESCO”.

2. The Centre is authorized to use the UNESCO logo or a version thereof on its letter headed paper and documents, including electronic documents and web pages, in accordance with the conditions established by the governing bodies of UNESCO.

### **Article 14 – Entry into force**

This Agreement shall enter into force, following its signature by the contracting parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the Islamic Republic of Iran and by UNESCO's internal regulations have been completed. The date of receipt of the last notification shall be deemed to be the date of entry into force of this Agreement.

### **Article 15 – Duration**

This Agreement is concluded for a period of six years as from its entry into force. The Agreement shall be renewed upon common agreement between Parties once the Executive Board makes its comments based on the renewal assessment provided by the Director-General.



### **Article 16 – Denunciation**

1. Each of the contracting parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 30 days following receipt of the notification sent by one of the contracting parties to the other.

### **Article 17 – Revision**

This Agreement may be revised by written consent between the Government and UNESCO.

### **Article 18 – Settlement of disputes**

1. Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed to by the parties, shall be submitted for final decision to an arbitration tribunal composed of 3 members, one of whom shall be appointed by Forests, Range and Watershed Management Organization of the Islamic Republic of Iran [a representative of the Government], another by the Director-General of UNESCO, and a third, who shall preside over the tribunal, shall be chosen by the first two. If the two arbitrators cannot agree on the choice of a third, the appointment shall be made by the President of the International Court of Justice.

2. The Tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,  
DONE in three copies in the Farsi and English languages, on [...]

For the United Nations Educational,  
Scientific and Cultural Organization

For the Government of  
Islamic Republic of Iran  
Ministry of Jihad-e-Agriculture