

**DRAFT**

**AGREEMENT BETWEEN THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND  
CULTURAL ORGANIZATION, THE SWEDISH GOVERNMENT  
AND  
THE STOCKHOLM INTERNATIONAL WATER INSTITUTE**

**CONCERNING THE ESTABLISHMENT AND OPERATION OF THE INTERNATIONAL CENTRE  
FOR WATER COOPERATION AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Swedish government,

The Stockholm International Water Institute

and

The United Nations Educational, Scientific and Cultural Organization,

*Having regard* to the resolution IHP/IC/XX-6 of the Intergovernmental Council of the International Hydrological Programme (IHP) whereby the Council considers UNESCO's fundamental role in enhancing international cooperation in the sciences and expanding the knowledge base in the field of freshwater through IHP and through the growing network of category 1 and category 2 water-related centres that provides UNESCO with an increasing capability in this area.

*Having regard* to the Resolution of the General Conference at its XX session whereby the General Conference approved the establishment of the Centre on Water Cooperation as a category 2 centre under UNESCO's auspices, in response to the proposal by the Government of Sweden;

*Considering* that the Director-General has been authorized by the General Conference to conclude with the Government of Sweden 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. In this Agreement:

"Government" means the "government of Sweden".

"Centre" means the "International Centre on Water Cooperation" under the auspices of UNESCO.

"SIWI" means the Stockholm International Water Institute.

## **Article 2 – Establishment**

1. SIWI agrees to take, in the course of the year 2014, the measures that may be required to set-up the Centre under the auspices of UNESCO, as provided for under this Agreement,.
2. The Government shall assist SIWI in taking the measures required for the setting up by SIWI of the Centre, as provided for under this Agreement,

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

The purpose of this Agreement is to define the terms and conditions governing the cooperation between the Government, UNESCO and SIWI regarding the establishment by SIWI of the Centre as a category 2 centre.

## **Article 4 – Legal status**

1. The Centre shall be independent of UNESCO
2. The Government and SIWI shall ensure that the Centre enjoys, in Sweden the functional autonomy necessary for the execution of its activities and the legal capacity:
  - a. To contract;
  - b. To institute legal proceedings;
  - c. To acquire and dispose of movable and immovable property.

## **Article 5 – Constitutive Act**

1. SIWI shall ensure that the constitutive act of the Centre includes 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 board in accordance with Article 7.
2. The Government shall not be responsible for the obligations foreseen in this article.

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

1. SIWI shall ensure that the functions/objectives of the Centre shall be to:
  - a) Develop knowledge related to, the sustainable management of transboundary waters and, the role of such resources as drivers of cooperation between countries sharing them and;
  - b) Inform and, enhance capacities of, targeted audiences on the basis of research accomplished, by developing knowledge products such as books, articles, policy proposals and training programmes.

2. The activities that will be undertaken to attain the objectives include performing research, capacity building, and training as well as communication of results.
3. The Government shall not be responsible for the obligations foreseen in this article.

### **Article 7 – Governing Board**

1. SIWI shall ensure that the Centre is guided and overseen by a Governing Board renewed every 3 years, and composed of:

- a. the Executive Director of SIWI who will act as the Chairperson of the Governing Board
- b. a representative of the Government of Sweden or his/her appointed representative;
- c. a representative of the Director-General of UNESCO.
- d. Up to three representative(s) of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 11, paragraph 2, below and have expressed interest in being represented on the Board;

2. The Governing Board shall:

- a. approve the long-term and medium-term working 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. 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;
- e. 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 a majority 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, SIWI and UNESCO.

5. The Government shall not be responsible for the establishment of the Governing Board

### **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 – The Government's Financial Contribution**

Provided that the Centre

1. complies with UNESCO's guidelines for a category 2 institute,
2. has the functions and objectives set out in article 6, and
3. remains a Category 2 Centre during the duration of the Agreement.

the Government shall contribute financially, through SIWI, to the establishment and running of the Centre with an annual contribution of 2 Million SEK per year for a period of 6 years. In case the Agreement is terminated at an earlier date, the contribution shall be adjusted to the duration of the Agreement.

### **Article 10 – SIWI's contribution**

SIWI shall contribute financially and in kind to the establishment and running of the Centre with an annual contribution estimated at 600 000 SEK for a period of 6 years. In case the Agreement is terminated at an earlier date, the contribution shall be adjusted to the duration of the Agreement.

### **Article 11 – 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 12 – 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 13 – 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 the strategic goals of UNESCO;
  - b. whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
3. Following the results of an evaluation, any of the contracting parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 17 and 18.

### **Article 14 – 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”. The name of the Centre will be used as follows:  
“International Centre for International Water Cooperation” (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 15 – Entry into force**

This Agreement shall enter into force, following its signature by the contracting parties, and when they have informed each other in writing that all the formalities required to that effect by the Government of Sweden, SIWI 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 16 – Duration**

This Agreement is concluded for a period of 6 years as from its entry into force,

### **Article 17 – Denunciation**

1. Each of the contracting parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 180 days following receipt of the notification sent by one of the contracting parties to the other.

### **Article 18 – Revision**

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

**Article 19 – Settlement of disputes**

1. Any dispute between UNESCO, the Government and SIWI 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 a sole arbitrator chosen by the Parties to the dispute. Should the Parties not agree on the choice of the arbitrator, 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 [...] copies in the English] language, on [...]

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For the United Nations  
Educational,  
Scientific and Cultural  
Organization

For the Government of Sweden

For the Stockholm International  
Water Institute