

**DRAFT AGREEMENT
BETWEEN**

**THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION,
AND
THE GOVERNMENT OF KENYA**

**CONCERNING THE ESTABLISHMENT AND OPERATION
OF THE REGIONAL CENTRE ON GROUNDWATER RESOURCES EDUCATION, TRAINING
AND RESEARCH FOR EAST AFRICA,
IN NAIROBI, REPUBLIC OF KENYA, AS A CATEGORY 2 CENTRE UNDER THE AUSPICES
OF UNESCO**

The Government of Kenya
and

The Director-General of the United Nations Educational, Scientific and Cultural Organization,

Having regard to the resolution XIX-6 of the UNESCO Intergovernmental Council of the International Hydrological Programme (IHP) in July 2010 seeks to favour regional cooperation on the 'Management of Groundwater Systems', train water professionals, support Member States in addressing regional needs, and contribute to the MDG (Millennium Development Goal) on water is to be met, through the establishment of the Regional Groundwater Education, Training and Research Centre for East Africa in Nairobi, Republic of Kenya as a Category 2 centre placed under the auspices of UNESCO,

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of Kenya 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 the Government of the Republic of Kenya.
3. "Centre" means the Regional Groundwater Education, Training and Research Centre for East Africa.

**Article 2
Establishment**

The Government shall agree to take, in the course of the year 2011, any measures that may be required for the setting up in Kenya, as provided for under this Agreement, of the Regional Groundwater Education, Training and Research Centre for East Africa, under the auspices of UNESCO.

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 and also the rights and obligations stemming there from for the parties.

Article 4
Legal status

4.1 The Centre shall be independent of UNESCO.

4.2 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 objectives of the Centre shall be to:

- (a) act as a regional platform for research and training on water resources with a particular focus on groundwater resources management and policy.
- (b) conduct research, offering professional training, providing policy advice, facilitating technology transfer and promoting international cooperation and exchange of experience. Promote training and research in the following areas:
 - (i) Mapping and assessment of aquifer systems, involving data monitoring, collection and analysis; the Centre would act as a Think Tank to stimulate and harmonize the mapping;
 - (ii) Management, conservation, protection of groundwater resources and aquifers recharge;

- (iii) Governance of groundwater resources.
- (c) Undertake capacity-building and training activities
- (d) Promote the education of the public and its representatives, and specific targeted audiences, through awareness raising activities
- e) Generate and provide scientific and technical information and support the exchange of information, in particular with regard to local scientific, technical and managerial knowledge, in the various domains of groundwater knowledge and management
- (f) Seek and respond to invitations for cooperation with national and international institutions and UNESCO centres and chairs
- (g) Aim at becoming an African Minister's Council on Water (AMCOW) focal point for Groundwater Resources and provide support to the AMCOW Groundwater Commission
- (h) Aiming at becoming a Groundwater Observatory for the Intergovernmental Authority on Development in Eastern Africa (IGAD) Region and, more generally the East African reference centre for groundwater knowledge.
- (i) The functions of the Centre will emphasize the design and organization of short courses, workshops, seminars; stimulate the development of scientific research, training, education and awareness-raising at regional, national and local levels; participate in the networking and exchanges of scientists, water managers and policy-makers in the IGAD Region and beyond, and the transfer of information and knowledge.
- (h) The Centre shall pursue the above objectives and functions in close cooperation with IHP and other water-related centres under the auspices of UNESCO.

Article 7 Governing Board

1. The Centre shall be guided and overseen by a Governing Board renewed every 6 years and composed of:
 - The representative of the Minister of Water and Irrigation of Kenya will be the Chairperson of the Board, appointed by the Minister;
 - A representative of the Ministry of Education;
 - A representative of the Director-General of UNESCO;
 - The Director of the Kenya Water Institute KEWI;
 - A representative of the Governing Council of KEWI;
 - The Chairman of the IHP Kenya National Committee;
 - 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;

- Representatives of UNESCO IHP National Committees which have sent to the IHP Bureau and the Centre notification for membership, and have expressed interest in being represented as observers on the Board at their cost”.

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) 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 the 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 and UNESCO.

5. The Director of the Centre is appointed by the Ministry of Water and Irrigation in consultation with the Director-General of 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 providing the assistance of its experts in the specialized fields of the Centre

2. UNESCO will not provide financial support for administrative or institutional purposes. However it is understood that UNESCO may contribute to concrete activities/projects of the Centre if those are deemed to be in line with UNESCO’s programme priorities and as foreseen in the budget approved by UNESCO Governing Bodies. Furthermore, the Centre may ask the support of UNESCO in exploring additional resources from UNESCO Member States and other regional and international organizations.

3. UNESCO may provide assistance to the Centre by:

- (a) providing advice in the formulation of the short-, middle- and long-term programmes of the Centre;

- (b) In conformity with the relevant policies of the Intergovernmental Council of IHP, assigning to the Centre the implementation of activities within the framework of its regular biennial budgets and programmes, particularly those appropriate to reinforce its start-up period;
- (c) Encouraging intergovernmental and non-governmental financial entities, as well as Member States of UNESCO, to provide financial and technical assistance and to propose appropriate projects to the Centre, and facilitating contacts with other international organizations relevant to the functions of the Centre;
- (d) Providing the Centre with IHP publications and other pertinent materials and disseminating information on the activities of the Centre via the IHP website, newsletters and other mechanisms at its disposal;
- (e) Participating, when appropriate, in the scientific and training meetings held by the Centre.

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 financial and intellectual resources and to cover the running costs of the Centre;
 - (b) entirely assume the maintenance of the premises of the Centre, and cover the cost of communications and utilities, plus the expenses of holding sessions of the Governing Board;
 - (c) contribute to the Centre a total amount of 1 million USD for a period of 4 years from 2011-2015 to ensure the sustainability of the starting of the activities of the Centre needed for the administration and proper operation of the Centre;
 - (d) look for additional financial resources for training and research from projects and partners;
 - (e) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise at least the salary of the director and of a secretary;
 - (f) make available for the Centre's activities the KEWI research and training facilities.

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 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, 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.

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 country 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 6 years as from its entry into force, and shall be deemed renewed unless otherwise expressly denounced by either party as provided for in Article 16.

**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 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 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. The Language of arbitration will be English.
2. The Tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in 3 copies in the English, on day/month/year

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For the United Nations Educational,
Scientific and Cultural Organization

For the Government of Kenya

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