

**DRAFT AGREEMENT
BETWEEN**

**THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL
ORGANIZATION,
AND**

THE GOVERNMENT OF SUDAN

**CONCERNING THE ESTABLISHMENT AND OPERATION
OF THE REGIONAL CENTRE ON PROPOSAL FOR THE ESTABLISHMENT IN
SUDAN, OF A REGIONAL CENTRE ON CAPACITY DEVELOPMENT AND
RESEARCH IN WATER HARVESTING,
IN SUDAN, AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Government of Sudan and
The United Nations Educational, Scientific and Cultural Organization,

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in water management by establishing, in Sudan, a category 2 centre placed under the auspices of UNESCO,

Having considered Resolution XIX-6 adopted by the Intergovernmental Council of the International Hydrological Programme (IHP) at its 19th session in July 2010 that seeks to favour through the centre regional cooperation on water harvesting

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of Sudan 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 Sudan
3. "Centre" means the Regional Centre on Capacity Development and Research in Water Harvesting (RCWH).
4. "Region" refers to East Africa and Arab countries.

Article 2 Establishment

The Government shall agree to take, in the course of the year 2012, any measures that may be required for the setting up in Sudan, as provided for under this Agreement, of the Regional Centre on Capacity Development and Research in Water Harvesting (RCWH), 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

1. The Centre shall be independent of UNESCO.
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

1. 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

1. The objective of the Centre shall be to act as a platform for research and training on water harvesting in the Region.
2. The functions of the Centre shall be to:
 - (a) conduct specialized training programmes and other capacity development activities and raise the awareness and knowledge on water harvesting

through conducting training sessions for stakeholders, at both the national and regional levels;

- (b) promote scientific research and to undertake effective capacity-development activities at the institutional and professional levels.
 - (c) create and reinforce networks for the exchange of scientific, technical and policy information among institutions and individuals;
 - (d) develop and coordinate cooperative research activities, taking advantage particularly of the scientific and professional capacity of the IHP networks and the relevant programs of non-organizational organizations, international institutions and networks;
 - (e) organize knowledge and information transfer activities including national, regional and international symposia or workshops and to engage in appropriate awareness-raising activities targeted at various audiences including the general public;
 - (f) develop a strong program of information and communication technology and develop a database on water harvesting;
 - (g) produce technical publications and other media items related to the activities of the Centre, with the opportunity of producing joint publications with UNESCO, observing the quality assurance of their publications;
 - (h) provide technical consulting services on water harvesting.
3. The Centre shall pursue the above objectives and perform the above-mentioned functions in close coordination with UNESCO-IHP.

Article 7 Governing Board

1. The Centre shall be guided and overseen by a Governing Board renewed every four 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;
 - (d) three other members representing key stakeholders (NGOs, development organizations, local communities) as observers.
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 two third 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;
 - (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations;
 - (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 will take appropriate measures to finance the Centre. This will include but not limited to:
 - (a) providing the land on which the Centre will be built, covering the entire costs of its construction and equipment;
 - (b) recurring cost for staffing;
 - (c) consumables and other contingencies.

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 it.
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 shall 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 Institute/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 four years as from its entry into force, and shall be deemed renewed following a positive evaluation 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 three 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 2 copies in the English, on day/month/year

.....
For the United Nations Educational,
Scientific and Cultural Organization

.....
For the Government of Sudan

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