

**DRAFT AGREEMENT BETWEEN**  
**THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION**  
**(UNESCO)**

**AND**

**THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA**  
**REGARDING THE AFRICAN CENTRE FOR GLOBAL CHANGE AND WATER**  
**RESOURCES RESEARCH IN THE REPUBLIC OF SOUTH AFRICA**

The Government of the Republic of South Africa

And

The Director-General of the United Nations Educational, Scientific and Cultural Organization, hereinafter referred to as "Parties"

RECALLING the resolution whereby the UNESCO General Conference seeks to favor international cooperation in respect of establishing the African Centre for Global Change and Water Resources Research in South Africa,

NOTING that the Director-General of UNESCO has been authorized by the General Conference to conclude with the Government of the Republic of South Africa an agreement in conformity with the draft that was submitted to the General Conference,

IN PURSUANCE of the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the said Centre in this Agreement

HEREBY AGREE as follows:

**Article 1 - Definitions**

In this Agreement, unless the context indicate otherwise-

- a) "Chairperson of the Governing Board" refers to the Minister of Water and Environmental Affairs of the Republic of South Africa,
- b) "Director" refers to the Director of the African Centre for Global Change and Water Resources Research.
- c) "Centre" refers to the "African Centre for Global Change and Water Resources Research",
- d) "Governing Board" refers to the "Governing Board of the African Centre for Global Change and Water Resources Research",
- e) "Government" refers to the Government of the Republic of South Africa,
- f) "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.

**Article 2 - Establishment**

The Government hereby agrees to take, after approval by UNESCO's General Conference, any measures that may be required for the setting up, on the permises of the University of KwaZulu-Natal and more specifically at the School of Agricultural, Earth and Environmental

### **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 from 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 - Objectives**

The objectives of the Centre shall be to:

- a) foster scientific coordination and exchange of information among different organizations involved in monitoring climate change impact on land use and the corresponding degradation of its soil and water resources;
- b) Implement research studies to enhance scientific understanding of the climate change impacts on land and water resources and formulate further research needs in the region<sup>1</sup>;
- c) promote development of regional research programmes, linking with regional and global initiatives particularly focusing on climate change, land use and the corresponding degradation of its soil, water resources, hydrology and climatology, within the framework of the IHP VIII and subsequent phases;
- d) undertake and coordinate education efforts to build and enhance human and institutional capacity in assessing climate change impact on land and water resources by using advanced technologies such as satellite images and Geographic Information System;

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<sup>1</sup> To support this objective, no tuition fee will be charged for full-time Masters and doctoral studies by research. Only students are eligible for this remission of tuition fees if studies are completed in the minimum prescribed period of study (three years for a PhD, one year for a Masters)

- e) organise awareness raising programmes for policy-makers at the national and regional level on the predictions and risks related to land use and the corresponding degradation of its soil and water resources;
- f) disseminate results of research undertaken through Master's and Ph.D. research programmes, seminars, workshops, training courses, conferences, periodic publications and any other means to a wider scientific community and IHP networks.

### **Article 7 - Governing Board**

7.1 The Centre shall be guided and overseen by a Governing Board renewed every 5 years.

7.2 The Governing Board shall be constituted by:

- a) the Minister of Water and Environmental Affairs of the Republic of South Africa or his/her appointed representative who shall act as Chairperson of the Governing Board;
- b) up to four representatives of Member States, which have sent notification for membership to the Centre, in accordance with the stipulations of Article 12 below and have expressed interest in being represented on the Board;
- c) a representative of the New Partnership for Africa's Development (NEPAD);
- d) a representative of the African Ministers' Council on Water (AMCOW);
- e) a representative of the African Ministerial Council on Science and Technology (AMCOST);
- f) a representative of the Southern African Development Community (SADC) Secretariat;
- g) The Director-General of UNESCO or his/her representative;
- h) The Director of the Centre who shall be an *Ex Officio* member, without the right to vote;

Up to two non-voting representatives from the expert community in the area of operation of the Centre designated by the Governing Board

7.3 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

7.4 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/her own initiative or at the request of the Director-General of UNESCO or of the majority of its members.

7.5 The Governing Board shall adopt its own rules of procedure. For its first meeting, the procedure shall be established by the Parties.

### **Article 8 - Academic Advisory Committee**

8.1 An Academic Advisory Committee shall be established to advise the Director on the execution of the activities of the centre under his/her authority.

8.2 The Academic Advisory Committee will meet quarterly (in person and via electronic means) and consist of:

- a) Deputy Vice-Chancellor and Head of the College of Agriculture, Engineering and Science, UKZN or his/her appointed representative;
- b) Dean and Head of School, School of Agricultural, Earth and Environmental Sciences, UKZN;
- c) Director of the Centre;
- d) Chairperson or representative of the National Committee for UNESCO IHP; and
- e) A representative from any of the research and/or academic partners and collaborating institutions which also have relationship with UNESCO-IHP designated by the Academic Advisory Committee upon the recommendation of the Director of the Centre to provide necessary expertise as determined by the Academic Advisory Committee.

8.3

The Terms of Reference of the **Academic Advisory Committee** shall be set by the Board. The **Academic Advisory Committee** shall be accountable to the Governing Board.

8.4 Day to day operation of the Centre will be coordinated by the Director and implemented by affiliated staff and associates.

### **Article 9 - Director**

9.1 The Director of the Centre shall be appointed by the Minister of Water and Environmental Affairs in consultation with Director-General of UNESCO. The Director shall work closely with the core group of professional staff and he/she shall discharge the following duties:

- a) direct the work of the Centre in conformity with the directives and programmes established by the Governing Board;
- b) propose the work plan, budget and staffing plan to the Governing Board;
- c) appoint the staff of the Centre in consultation with the Chairperson of the Governing Board, and in the case of contracting affiliated senior staff, in consultation with the Board;

- d) organise at regular intervals (at least once every two calendar months) and chair meetings of the core group of professional staff in order to ensure consensus on major programme and management matters;
- e) prepare and submit reports on the activities of the Centre to the Governing Board;
- f) prepare the provisional agenda for the sessions of the Governing Board and submit to the Governing Board proposals that he/she deems necessary for the administration of the Centre;
- g) maintain relations with institutes, centres and national and international organizations directly relevant to the work of the centres;
- h) submit proposals to the Governing Board that he/she deems necessary for the efficient management of the Centre and which require Board consultation and approval;
- i) represent the Centre in law and in all civil acts in line with the laws of the Republic of South Africa.

#### **Article 10 - UNESCO's contribution**

10.1 UNESCO shall 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.

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

#### **Article 11 - Contribution by the Government**

11.1. The Government shall, through the South African Department of Water Affairs and the University of KwaZulu-Natal, take necessary measures to ensure that the proposed Centre receives all the financial resources necessary for its functioning.

11.2 The Government shall, through the South African Department of Water Affairs and the University of KwaZulu-Natal undertake to:

- a) make available to the Centre with appropriate infrastructure, office space, equipment and facilities; [and];
- b) entirely assume the entire premises maintenance and cover the cost of salaries, communications and utilities; (and);

- c) contribute to the Centre funding required for a period of least six year to meet recurring costs and to finance programme and activities; (and);
- d) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise: An administrator and an assistant, amongst others.

### **Article 12 - Participation**

12.1 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.

12.2 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 13 - 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 14 - Evaluation**

14.1 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.

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

14.3 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 18 and 19.

### **Article 15 - Use of UNESCO name and logo**

15.1 The Centre shall mention its affiliation with UNESCO. It shall therefore use after its title the mention "under the auspices of UNESCO".

15.2 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 16 - 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 Republic of South Africa 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 17 - Duration**

This Agreement is concluded for a period of six years as from its entry into force, and shall be deemed renewed unless otherwise expressly denounced by either party as provided for in Article 18.

### **Article 18 - Denunciation**

18.1 Each of the contracting parties shall be entitled to denounce this Agreement unilaterally.

18.2 The denunciation shall take effect within 180 days following receipt of the notification sent by one of the contracting parties to the other.

### **Article 19 - Revision**

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

### **Article 20 - Settlement of disputes**

20.1 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.*

20.2 The Tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,  
DONE in 3 copies in the English languages, on [xx/xx/2013]

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For the United Nations Educational,  
Scientific and Cultural Organization

For the Government  
of the Republic of South  
Africa