

**DRAFT AGREEMENT BETWEEN UNESCO AND THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND REGARDING THE DUNDEE CENTRE
FOR WATER LAW, POLICY AND SCIENCE UNDER THE AUSPICES OF UNESCO
(CATEGORY 2)**

The Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as “the Government”) and the United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as “UNESCO”),

Having regard to the resolution whereby the UNESCO General Conference at its 33rd session in October 2005 approved the establishment of the Dundee Centre for Water Law, Policy and Science (hereinafter referred to as “Dundee Centre”) under the auspices of UNESCO and invited the Director-General to sign the corresponding agreement between UNESCO and the Government,

Recalling that the *Agreement between the Government of the United Kingdom and UNESCO concerning the Establishment of Dundee Centre for Water Law, Policy and Science under the Auspices of UNESCO* was signed (date of signature – 25 September 2008) (hereinafter referred to as the “2008 (year of signature) Agreement”),

Recognizing that the Dundee Centre has since its establishment in 2008 been playing an active and important role in the field of water law, policy and science in cooperation with UNESCO and that it has been contributing to the objectives of UNESCO,

Desirous of concluding a new Agreement and re-defining the terms and conditions governing their collaboration with respect to the Dundee Centre,

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

In this Agreement:

1. “Parties” means the Government of the United Kingdom and UNESCO
2. "Centre" means the Dundee Centre for Water Law, Policy and Science, Dundee established as a Category 2 Centre under the auspice of UNESCO in 2008
3. "IHP" means the International Hydrological Programme of UNESCO

Article 2 – Establishment

The Centre, which was established in accordance with the 2008 Agreement, shall continue in being as a category 2 centre under the auspices of UNESCO pursuant to this Agreement.

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

1. The Centre shall be independent of UNESCO.

2. The Government shall ensure that the Centre, through the University of Dundee, in accordance with the Charter of the University and usual University practice, 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 – Functions/objectives

The functions/objectives of the Centre shall be to:

- (a) Provide intellectual leadership for the development of an approach to integrated water resource management and water governance which incorporates water law, policy and science;
- (b) Design, develop and deliver educational and training activities related to its interdisciplinary approach to water resources management, with a particular focus on poverty reduction and international development;
- (c) Convene interdisciplinary scientific symposia and conferences at regional and international levels, as well as training workshops, with a particular focus on interfacing water law, policy and science and to developing capacity within nation-states worldwide;
- (d) Develop new approaches to water resources management incorporating water law, policy and science as integrated components to address global and national water problems, with efforts also to support the development of present and future water leaders at the national level worldwide;
- (e) Provide a forum for think-tank meetings on water-related topics;
- (f) Provide expert input as required by UNESCO, especially UNESCO-IHP;
- (g) Collaborate proactively with other IHP water centres;
- (h) Act as a liaison with other UK based research programs in water resource management.

Article 6 – Governing Board

1. The Centre shall be guided and overseen by a Governing Board renewed every 3 years and include:

- (a) a representative of the Government or its appointed representative;
- (b) representatives of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 9, 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) 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 and UNESCO.

Article 7 – 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 8 – Contribution by the Government

1. The government of the UK shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre through the University of Dundee, as a Government funded Higher Education institute.
2. The government, through the University of Dundee, undertakes to:
 - (a) make available to the Centre premises suitable for its activities as stipulated in Article 5
 - (b) entirely assume the maintenance of the premises, etc.
 - (c) contribute to the Centre a total amount of £1 million a year for five years
 - (d) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise: secretarial support; marketing and communication support; development and events support; IT support; support for financial management; support for teaching and training.

Article 9 – 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 10 – 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 11 – 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 15 and 16.

Article 12 – 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 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 13 – 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 United Kingdom 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 14 – 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 15.

Article 15 – Denunciation

1. Each of the contracting parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 21 days following receipt of the notification sent by one of the contracting parties to the other.

Article 16 – Revision

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

Article 17 – 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.*
2. The Tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,
DONE in 3 copies in the English and French languages, on [...]

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For the United Nations Educational,
Scientific and Cultural Organization

For the Government