

AGREEMENT BETWEEN
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC
AND CULTURAL ORGANIZATION (UNESCO)
AND
THE GOVERNMENT OF JAPAN
REGARDING THE INTERNATIONAL CENTRE
FOR WATER HAZARD AND RISK MANAGEMENT (ICHARM)
(CATEGORY 2) UNDER THE AUSPICES OF UNESCO

The Government of Japan (hereinafter referred to as “the Government”)

and

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as “UNESCO”),

Recalling that the Agreement between the Government of Japan and the United Nations Educational, Scientific and Cultural Organization (UNESCO) concerning the Establishment of the International Centre for Water Hazard and Risk Management (ICHARM) under the Auspices of UNESCO (hereinafter referred to as the “2006 Agreement”) was signed in Paris on 3 March 2006,

Considering that the 2006 Agreement had expired at the end of the fifth year following its signature ,

Desirous of concluding a new Agreement,

HAVE AGREED AS FOLLOWS:

Article 1
Definitions

In this Agreement:

1. “Parties” refers to the Government and UNESCO.
2. “IHP” refers to UNESCO’s International Hydrological Programme.

Article 2
Establishment

The Government agrees to take, within the limits of the laws and regulations of Japan, the appropriate measures that may be required for establishment of the International Centre for Water Hazard and Risk Management (hereinafter referred to as “the Centre”) under the auspices of UNESCO, within the Incorporated Administrative Agency Public Works Research Institute Japan, (hereinafter referred to as “PWRI”), 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 collaboration between the Parties with respect to the Centre and its related rights and obligations.

Article 4
Legal Status

1. The Centre shall be independent of UNESCO.
2. The Centre shall be an integral part of PWRI which enjoys, in accordance with the laws and regulations of Japan, the legal personality and capacity necessary for the exercise of its functions, including the capacity to contract, to acquire and dispose of movable and immovable property and to institute legal proceedings in relation to the activities of the Centre.

Article 5
Objectives and Functions

1. The objectives of the Centre shall be to conduct research, capacity-building and information networking activities in the field of water-related hazards and the management of their risk at the local, national, regional and global level in order to prevent and mitigate their impacts with a view to sustainable and integrated river basin management.
2. In order to achieve the above objectives, the functions of the Centre shall be to:
 - (a) promote scientific research and undertake effective capacity-building activities at the institutional and professional levels;
 - (b) create and reinforce networks for the exchange of scientific, technical and policy information among institutions and individuals;
 - (c) develop and coordinate cooperative research activities, taking advantage in particular of the installed scientific and professional capacity of the relevant IHP networks, the World Water Assessment Programme, the International Flood Initiative Programme and the relevant programmes of non-governmental organizations, as well as involving international institutions and networks under those auspices;
 - (d) conduct international training courses, especially for the practitioners and researchers of the world;
 - (e) organize knowledge and information transfer activities, including international symposia or workshops, and to engage in appropriate awareness-raising activities targeted at various audiences, including the general public;
 - (f) develop a strong programme of information and communication technology;
 - (g) provide technical consulting services; and
 - (h) produce technical publications and other media items related to the activities of the Centre.
3. The Centre shall pursue the above objectives and functions in close coordination with IHP.

Article 6 Governing Board

1. The Governing Board for the Centre shall be established.
2. The Governing Board, which will be renewed regularly, will be composed of:
 - (a) the Chief Executive of PWRI, as the Chairperson;
 - (b) a representative of the Government or his or her appointed representative;
 - (c) up to five representatives of institutes or organizations relating to the activities of the Centre, who shall be appointed by the Chairperson;
 - (d) a representative of the UNESCO Director-General; and,
 - (e) a representative of the IHP Intergovernmental Council, if it so wishes.
3. The Governing Board shall:
 - (a) examine and adopt the long-term and medium-term programmes of the Centre submitted by the Director of the Centre, subject to paragraph 4 below;
 - (b) examine and adopt the work plan of the Centre submitted by the Director of the Centre, subject to paragraph 4 below;
 - (c) examine the reports on the activities of the Centre as submitted by the Director of the Centre; and,
 - (d) examine and adopt any necessary internal regulations of the Centre submitted by the Director of the Centre, subject to paragraph 4 below.
4. The long-term and medium-term programmes, the work plan, and any necessary internal regulations of the Centre shall satisfy relevant legislative and regulatory requirements relating to PWRI.
5. The Governing Board shall meet in ordinary session at regular intervals, at least once every two Japanese fiscal years; 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.
6. The Governing Board shall adopt its own rules of procedure. For its first meeting, the procedure shall be established by the Chief Executive of PWRI in consultation with the Parties.

Article 7 Staff

1. The Centre shall consist of a Director and the staff necessary for the activities of the Centre.
2. The Director shall be appointed by the Chief Executive of PWRI and he/she shall direct the work of the Centre.
3. The Centre's staff will include:
 - (a) the members employed by the Chief Executive of PWRI; and,
 - (b) researchers or professionals appointed and/or invited by the Chief Executive of PWRI to contribute to the Centre's activities.

Article 8
Contribution of UNESCO

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the activities of the Centre, in accordance with the strategic goals and objectives of UNESCO. Such assistance may include:
 - (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; and,
 - (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 or project within a strategic programme priority area of UNESCO.
2. In all cases listed above, the assistance shall only be undertaken when it is provided for in the 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
Financial Matters

1. The Government shall take appropriate measures, in accordance with its laws and regulations, which may be required for the Centre to receive adequate funds.
2. The Centre's resources shall derive from sums allotted by PWRI, from such contributions as it may receive from any governmental, intergovernmental or non-governmental organizations, and from payments for services rendered.

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, may send to the Director of 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 of UNESCO

As the Centre is legally separated from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Centre and shall bear no liabilities of any kind, be they financial or otherwise, unless otherwise expressly provided for.

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 contributes to the strategic goals of UNESCO; and,
 - (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. The Government has a right to comment on and to request the revision of the UNESCO's report on the evaluation.

Article 13 Use of the 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 letterheaded paper and documents, including electronic documents and websites, in accordance with the conditions established by the governing bodies of UNESCO.

Article 14 Entry into Force

This Agreement shall enter into force upon its signature.

Article 15 Duration

This Agreement shall remain in force for a period of six years upon 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

Notwithstanding Article 15 above, either Party may terminate this Agreement at any time by giving six month's prior written notice to the other.

Article 17 Revision

This Agreement may be revised by agreement between the Parties.

Article 18
Settlement of Disputes

Any dispute between the Parties regarding the interpretation or application of this Agreement shall be resolved through negotiation or any other appropriate method to be mutually agreed upon by the Parties.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement,

DONE in Paris, this [] day of [], 20[], in duplicate in the English language.

For and on behalf of the
United Nations Educational,
Scientific and Cultural Organization

For and on behalf of the
Government of Japan