

RENEWAL AGREEMENT BETWEEN THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN AND THE
UNITED NATIONS EDUCATIONAL SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO) CONCERNING
THE OPERATION OF THE INTERNATIONAL CENTER ON QANATS AND HISTORIC HYDRAULIC
STRUCTURES (ICQHS)

The Government of the Islamic Republic of Iran (hereinafter referred to as “the Government”) and

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

Recalling [21 C/Resolution-40] whereby the General Conference of UNESCO approved the establishment of the International Centre on Qanats and Historic Hydraulic Structures (ICQHS) under the auspices of UNESCO (category 2) and invited the Director-General to sign the corresponding agreement between UNESCO and the Government,

Noting the Agreement Signed by the Government of the I.R of Iran and UNESCO concerning the Establishment and operation of ICQHS on 26 March 2005 (hereinafter referred to as the “2005 Agreement”),

Considering 35 C/Resolution 103 by which, the General Conference approved a new integrated comprehensive strategy for Category 2 Institutes and centres, and requested the Director-General to apply this strategy to any renewals of existing agreements,

Taking into account the importance of knowledge and sustainability of Qanats and Historic Hydraulic Structures and their remarkable role in sustainable supply of water to civilizations through history, particularly in arid and semi-arid zones, and

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” refers to the government of the Islamic Republic of Iran.
3. “Parties” means the Government and UNESCO.
4. "Centre" is “International Centre on Qanats and Historic Hydraulic Structures”, which was established in Yazd, Iran, in 2005 and has been granted the status of a category 2 centre under the auspices of UNESCO, in accordance with the 2005 Agreement.
5. "IHP" means the International Hydrological Programme of UNESCO

Article 2 – Establishment

The Centre, which was established in accordance with the 2005 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 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

1. The objectives of the Centre shall be the following:
 - (a) Promotion of capacity-building, research and development in relation to qanats and other traditional water resources management systems and historic hydraulic structures for the purpose of achieving sustainable development objectives through international cooperation;
 - (b) Global exchange of knowledge and technology on qanats, traditional water resources systems and historic hydraulic structures;
 - (c) Preservation of the cultural heritage that qanats, traditional water resources and historic hydraulic structures represent;

- (d) Enhancing cooperation with institutions dealing with qanats, traditional water resources systems and historic hydraulic structures.
2. The functions of the Centre shall be the following:
- (a) Executing educational and training activities to transfer qanats, traditional water systems and historic hydraulic structures technology worldwide;
 - (b) Undertaking research, development and scientific investigation in collaboration with relevant research centers all over the world;
 - (c) Holding scientific conferences and symposiums (regionally and internationally);
 - (d) Developing a comprehensive program of information and communication technology and collecting information available worldwide and setting up a data bank;
 - (e) Collecting and disseminating relevant local knowledge;
 - (f) Publishing and disseminating the outcomes of research activities in different countries through books, articles, etc;
 - (g) Compiling a comprehensive history on qanats, traditional water resources systems and historic hydraulic structures;
 - (h) Providing technical consulting and advisory services as required.
3. The Centre shall pursue the above objectives and functions in close coordination with the International Hydrological Programme of the Organization.

IV. The Centre shall carry out the above functions to the extent to which resources and international support can be mobilized.

Article 7 – Governing Board

1. The Centre shall be guided and overseen by a Governing Board renewed once a year and include:
- (a) a representative of the Government concerned who shall be the Minister of Energy (Minister in charge of water affairs) of the Government or the person he/she designates. He/she shall be the Chairperson of the Governing Board.
 - (b) representatives of Member States and Associate Member States of UNESCO, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 10, paragraph 2, and have expressed interest in being represented on the Board;
 - (c) a representative of the Director-General of UNESCO;
 - (d) International organizations and academic or research centers wishing to participate in the Centres' activities or making a substantial contribution to the operating budget or running of the Centre, and are thus accorded a seat by a decision of the Governing Board.

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 in 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 the Ministry of Energy of the I.R of Iran or of a majority of its members.

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; (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 9 – Contribution by the Government

1. The Government shall provide all the resources, 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 fully equipped premises; and

- (b) entirely assume all running costs and salary of staff; and
- (c) contribute to the Centre the required budget per annum for implementation of activities of the Centre; and
- (d) make available to the Centre the administrative staff necessary for the full performance of its functions.

Article 10 – Participation

1. The Centre shall encourage the participation of Member States, Associate Members of UNESCO, International organizations and academic or research centers which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.

2. Member States, Associate Members of UNESCO, International organizations and academic or research centers 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 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 Islamic Republic of Iran 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 120 days following receipt of the notification sent by one of the contracting parties to the other. Prior to denunciation, the party that intends to denounce the Agreement will inform the other party of its intention and undertake consultations with the other Party.

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 the Ministry of Energy of the I.R of Iran, 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 2 copies in the English and 2 copies in Farsi languages, the English version being the authoritative version on [...]

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For the United Nations Educational,
Scientific and Cultural Organization

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For the Government