

**DRAFT AGREEMENT BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN AND  
THE UNITED NATIONS EDUCATIONAL,  
SCIENTIFIC AND CULTURAL ORGANIZATION  
(UNESCO)  
REGARDING  
THE ESTABLISHMENT OF A CENTRAL-ASIAN REGIONAL GLACIOLOGICAL CENTRE  
AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

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

*With regard to 36C/..the resolution whereby the UNESCO General Conference seeks to favour*

international cooperation through the establishment of a Central-Asian Regional Glaciological Centre in Almaty, Kazakhstan,

*Considering* that the Director-General has been authorized by the UNESCO General Conference to conclude with the Government of the Republic of Kazakhstan an agreement in conformity with the draft which was submitted to the UNESCO General Conference,

*Desirous* of defining the terms and conditions governing the contribution that shall be granted to the said Centre in this Agreement,  
HAVE AGREED AS FOLLOWS:

**Article 1**

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
2. "Government" means the Government of the Republic of Kazakhstan.
3. "Centre" means Central-Asian Regional Glaciological Centre in Almaty, Kazakhstan.
4. "Member State " means a "Member State of UNESCO"
5. The "Director-General " means the "Director-General of UNESCO",

**Article 2**

The Government shall take in the course of the year 2011 any measures that are necessary for the setting up of the Centre in the Republic of Kazakhstan, as provided for under this Agreement.

**Article 3**

The purpose of this Agreement is to define the terms and conditions governing cooperation between UNESCO and the Government, and also the rights and obligations of the parties stemming from these.

**Article 4**

4.1 The Centre shall be independent of UNESCO.

4.2 The Centre shall have on the territory of Republic of Kazakhstan, 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**

The constitutive act of the Centre must include provisions concerning:

- (a) the legal status granted to the Centre, within the national legal system of the Republic of Kazakhstan, the legal capacity necessary to exercise its functions and to receive funds, obtain payments for services rendered, and acquire and dispose of property necessary for its functioning;
- (b) a governing structure for the Centre allowing UNESCO representation within its governing body.

## **Article 6**

The functions/objectives of the Centre shall be to:

1. foster scientific coordination and exchange of information among different organizations involved in the monitoring of glaciers, snow and permafrost conditions in runoff formation zone of Central Asia;
2. implement research studies to enhance scientific understanding of the climate change impacts on glacier, snow and water resources and formulate further research needs in the region;
3. promote development of regional research programmes, linking with regional and global initiatives, particularly focusing on the problem of glaciology, mountain hydrology and climatology, within the framework of International Hydrological Program of UNESCO (IHP);
4. undertake and coordinate education and capacity building efforts to enhance human and institutional capacity in assessing the climate change impact on snow and glacier by using advanced methods and technologies including use of satellite images and GIS technologies;
5. organize an awareness raising programme for policy-makers at the national and regional level on the predictions and risks related to melting of Central Asian mountain glaciers;
6. disseminate results of research undertaken through seminars, workshops, training courses, conferences and periodic publications to the wider scientific community and IHP networks.

## **Article 7**

1. The Centre's activities shall be guided and coordinated by a Governing Board, renewed every five years and composed of:

- (a) a representative of the authorized state body of the Republic of Kazakhstan in the field of science;
- (b) representatives of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 13, paragraph 2, below and have expressed interest in being represented on the Board;
- (c) a representative of the Director- General of UNESCO;

The following representatives will be invited as observers without the right to vote.

- (d) the director of the Institute of Geography of the Ministry of Education and Science of the Republic of Kazakhstan
- (e) the director of the Centre.
- (f) representatives of any other intergovernmental or nongovernmental organizations which bring in essential contribution to the budget and the activity of the Centre; the decision on their membership is made by the Governing Board.

**2** The Governing Board shall:

- (a) approve the long-term and medium-term programs of the Centre;
- (b) approve the annual work plan and budget 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 and the question of their membership, as provided for in Article 7, paragraph 1(f) under this Agreement.

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 the majority of the members of the Governing Board.

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

### **Article 8**

To ensure the effective functioning of the Centre between sessions, the Governing Board may delegate necessary authority to a standing Executive Committee, whose composition will be determined by the Governing Board. The Executive Committee will be responsible for the day-to-day management of the Centre.

### **Article 9**

1. The Centre's Secretariat consists of a Director and such staff as is necessary for the proper functioning of the Centre.
2. The Director shall be appointed by the Chairperson of the Governing Board in consultation with the Director-General of UNESCO.
3. The other members of the Secretariat may comprise:
  - (a) members of UNESCO's staff who are temporarily seconded and made available to the Centre, as provided for in UNESCO's regulations and by the decisions of its governing bodies;
  - (b) any person appointed by the Director, in accordance with the procedures laid down by the Governing Board;
  - (c) government officials of the Republic of Kazakhstan who are made available to the Centre, in accordance with the laws of the Republic of Kazakhstan .

### **Article 10**

The Director of the Center shall:

- 1) direct the work of the Centre in conformity with the programmes and directives established by the Governing Board;
- 2) propose the draft work plan and budget to be submitted to the Governing Board for approval;
- 3) prepare the provisional agenda for the sessions of the Governing Board and submit to it any proposals that he/she may deem useful for the administration of the Centre;
- 4) prepare reports on the Centre's activities to be submitted to the Governing Board;
- 5) represent the Centre in law and in all civil acts.

### **Article 11**

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, 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.
- (d) providing technical support in particular to achieve the overall mission of UNESCO's water-related institutes and centres:

3. In the cases listed in paragraph 1 of this article, 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 12**

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 through the Ministry of Education and Science of the Republic of Kazakhstan.

- (a) provide to Center funds at the rate equivalent to not less than **95,000,000.00 tenge** (approximately 650,000.00 USD \$ at current exchange rates) per year to meet recurring costs and to finance programme and activities;
- (b) provide the Centre with appropriate office space, equipment and facilities and within the framework of the above-mentioned volume of annual financing;
- (c) entirely assume the maintenance of the premises; and cover the cost of communications and utilities;
- (d) organize and cover expenses of holding sessions of the Governing Board;
- (e) make available to the Centre the administrative staff necessary for its functions which shall include the implementation of research, studies, training and publication activities, complementing the contributions from other sources.

### **Article 13**

1. The Centre encourages 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 of the Center informs the parties to the agreement and other Member States of the receipt of such notifications.

### **Article 14**

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 not be subject to any legal process, and bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

### **Article 15**

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, referred to in paragraph 2 of this article, 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 19 and 20.

### **Article 16**

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 17**

This Agreement shall enter into force, following its signature by the contracting parties, when they have informed each other through diplomatic channels in writing that all the formalities required to that effect by the domestic law of the Republic of Kazakhstan 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 18**

This Agreement is concluded for a period of 6 years as from its entry into force, and shall be automatically extended for further 6-year periods unless otherwise expressly denounced by either party as provided for in Article 19.

### **Article 19**

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 20**

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

### **Article 21**

1. Any dispute between Parties 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.

2. The Tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

Done in the City \_\_\_\_\_ «\_\_\_» \_\_\_\_\_ 20 \_\_\_ in two original copies, in Kazakh, Russian and English languages, and all texts are equally authentic.

In case of divergence between these versions, the English version shall prevail.

For the Government of the Republic of Kazakhstan		For the United Nations Educational, Scientific and Cultural Organization
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