



United Nations
Educational, Scientific and
Cultural Organization

Executive Board

Hundred and eighty-second session

182 EX/2

PARIS, 10 September 2009
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Item 1 of the provisional agenda

REPORT BY THE BUREAU ON QUESTIONS THAT DO NOT APPEAR TO REQUIRE DEBATE

After examination of the revised provisional agenda for the 182nd session, it would appear that item 64 may be defined as a question which, in accordance with Rule 14, paragraph 2, of the Rules of Procedure of the Executive Board, does not appear to require debate.

In conformity with the same rule, however, it is still open to any Member to “request a discussion of any item for which the Bureau has recommended adoption of decisions without discussion”; “in that case, the item mentioned shall be discussed by the Board”.

Item 64 of the revised provisional agenda

RELATIONS WITH THE PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (CTBTO) AND DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN UNESCO AND THAT ORGANIZATION (182 EX/64)

Action expected of the Executive Board

The Executive Board,

1. Having examined document 182 EX/64,
2. Approves the draft memorandum of understanding contained in Annex II to the above-mentioned document;
3. Authorizes the Director-General to sign the memorandum of understanding on behalf of UNESCO.

ANNEX II

DRAFT

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**PREPARATORY COMMISSION FOR THE COMPREHENSIVE
NUCLEAR-TEST-BAN TREATY ORGANIZATION
(CTBTO)**

AND THE

**UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION
(UNESCO)**

WHEREAS the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter the “Commission”) was established for the purpose of carrying out the necessary preparations for the effective implementation of the Comprehensive Nuclear-Test-Ban Treaty, including its verification regime that includes the establishment of the International Monitoring System (IMS) of 337 facilities to detect the signs of a nuclear explosion underground, in the atmosphere or in the oceans;

WHEREAS the Intergovernmental Oceanographic Commission of the United Nations Educational, Scientific and Cultural Organization (hereinafter “UNESCO”) as a body with functional autonomy within the United National Educational, Scientific and Cultural Organization (UNESCO) as stated in Article 1 of its Statutes was established to promote international and inter-agency cooperation and to coordinate programmes in research, sustainable development, protection and capacity-building in improved management of the marine environment, including development of tsunami early warning and mitigation systems;

WHEREAS IMS data received by the Commission has a variety of civil and scientific applications which could contribute to sustainable development, human welfare and research on ocean processes and marine life;

WHEREAS the Commission and UNESCO recognize the necessity for achieving, where applicable, effective coordination of activities and services of the Commission, and UNESCO, with a view to avoiding unnecessary duplication of such activities and services, agree to cooperate closely on matters of mutual interest;

WHEREAS the Commission and UNESCO recognize similarities in some of their products and services in the area of capacity-building in developing States, and resulting from decisions taken by the Parties of this MoU following the tsunamigenic earthquake off Sumatra in the Indian Ocean on 26 December 2004;

WHEREAS the Commission recognizes the mandate given by the 26th session of the Preparatory Commission to provide IMS data to Tsunami Warning National Centres recognized by UNESCO;

WHEREAS this offer was in response to a request from the Intergovernmental Oceanographic Commission (IOC) of UNESCO;

WHEREAS the Commission and UNESCO seek to derive further benefits for their user communities which may result from similarities in some of the products and services offered by the two Parties, or from some overlaps in the user communities of the two Parties;

WHEREAS the Preparatory Commission and UNESCO are each participating in the initiative for the institutions of the United Nations system to deliver as one;

NOW, THEREFORE, the Commission and UNESCO have decided to conclude an agreement for cooperation and have agreed as follows:

Article I – Cooperation and consultation

1. The Commission and UNESCO agree that with a view to facilitating the effective attainment of the objectives set forth in their respective constitutional instruments and decisions of their respective governing bodies, will act in close cooperation with each other and will consult each other regularly in regard to matters of common interest.
2. The Commission and UNESCO agree to coordinate, where appropriate, their activities under any of the topics set out in Article IV below.
3. In all cases where either organization proposes to initiate a programme or activity on a topic in which the other organization has or may have a substantial interest, the first Party shall consult the other before finalizing the scope of the programme or initiating the activity.

Article II – Reciprocal representation

1. Representatives of UNESCO shall be invited to attend the sessions of the Commission and to participate without vote in the deliberations of that body and, where appropriate, of its working groups, with respect to items on their agenda in which UNESCO has an interest.
2. Representatives of the Commission shall be invited to attend sessions of the Assembly of IOC of UNESCO and to participate without vote in the deliberations of that body, and where appropriate, of its subsidiary bodies, with respect to items on their agenda in which the Commission has an interest.
3. Appropriate arrangements shall be made by agreement from time to time for the reciprocal representation of the Commission and UNESCO at other meetings, workshops, training courses and the like, convened under their respective auspices, which consider matters in which the other organization has or may have an interest.

Article III – Exchange of information and documents

1. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the Provisional Technical Secretariat of the Commission and the Secretariat of UNESCO shall keep each other fully informed concerning all projected activities and all programmes of work which may be of interest to the other Party.
2. The Commission and UNESCO recognize that they may find it necessary to apply certain limitations for the safeguarding of confidential information furnished to them. They therefore agree that nothing in this Agreement shall be construed as requiring either of them to furnish such information as would, in the judgement of the Party possessing the information, constitute a violation of the confidence of any of its Members or anyone from whom it has received such information or otherwise interfere with the orderly conduct of its operations.

Article IV – Scientific cooperation and exchange of data

1. Both Parties shall keep the other Party informed of its plans for any technical training courses including regional technical training courses in which there is an overlap in the technical subject matter to be offered and in the target geographic region with a view to agreeing to joint venues and training programmes where this is in accordance with the missions of the

Parties. When a joint venue is agreed upon, the Parties shall take measures to jointly plan the schedule and technical programme for those parts where there is technical overlap.

2. Both Parties shall keep the other Party informed of its plans for the development of technical training materials, including e-learning technical training material, in which there is an overlap in the technical subject matter to be offered by the other Party. The Parties shall take measures to prepare joint technical training material where this is in accordance with the respective missions of the Parties.
3. Both Parties shall keep the other Party informed of its plans for capacity-building in developing States in which there is an overlap in the technical field and the target geographic region between the two Parties. The Parties shall take measures to integrate the approach to capacity-building where there is substantial overlap in the technical field and target geographical region.
4. Both Parties shall discuss possible technical modalities for potential future developments in the transmission of near-real-time seismic and other waveform data relevant to their work.
5. Both Parties shall exchange information on issues raised by the variety of formats and protocols for the exchange of seismic and other waveform data in their respective areas of activity and advise their user communities of measures which may be taken to improve interoperability.
6. Both Parties shall endeavour to ensure the appropriate international visibility for the Parties of their contribution to the tsunami warning effort. Each Party shall keep the other Party informed of plans for any meeting or similar event which may come to its attention and which are relevant to Article IV, paragraphs 1 to 5 above. In appropriate circumstances the Parties may agree that one may represent the other at a technical level at such a meeting, in which case the representing Party shall give visibility to the work of both Parties as appropriate.

Article V – Costs

1. Activities conducted under the terms of this Agreement by each Party shall be funded by that Party.
2. The allocation of costs for joint venues and/or training programmes shall be decided by mutual agreement.
3. If any cooperation would involve the assistance from one party to the other under the terms of this Agreement, and compliance with such a request would involve substantial expenditure for the Party complying with the request, consultation shall take place with a view to determining the most equitable manner of meeting such expenditure.

Article VI – Proposal of agenda items

After such preliminary consultations as may be necessary, UNESCO shall consider for inclusion on the provisional agenda of sessions of its IOC Assembly or its subsidiary bodies items proposed to it by the Commission. Similarly, the Commission shall consider for inclusion on its provisional agenda or those of its subsidiary bodies items proposed by UNESCO. An explanatory information document shall accompany items submitted by either party for consideration by the other.

Article VII – Cooperation between secretariats

The Provisional Technical Secretariat of the Commission and the Secretariat of UNESCO shall maintain a close working relationship in accordance with such arrangements as may have been agreed upon from time to time by the Executive Secretary of the Commission and the Executive Secretary of IOC of UNESCO.

Article VIII – Implementation of the Agreement

The Executive Secretary of the Commission and the Executive Secretary of IOC of UNESCO may enter into such arrangements for the implementation of this Agreement as may be found desirable in the light of the operating experience of the two organizations.

Article IX – Settlement of Disputes

Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this agreement, including its existence, validity or termination, shall be settled through amicable negotiation between the Parties. If such negotiations fail to resolve the dispute, it shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of this agreement.

Article X – Revision and termination

1. On six months' notice given by either party, this Agreement shall be subject to revision by agreement between the Commission and UNESCO.
2. Either Party may terminate this Agreement, in whole or in part, upon thirty (30) days written notice to the other.
3. Upon the succession of either party, the successor organization shall notify the other party of its succession in respect of this Agreement.

Article XI – Entry into force

This Agreement shall enter into force upon signature by both parties on the date of signature or, if signed consecutively, on the date of the last signature.

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Koïchiro Matsuura
Director-General (UNESCO)

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Tibor Tóth
Executive Secretary of CTBTO

Date

Date