

**DRAFT AGREEMENT
BETWEEN
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL
ORGANIZATION,
AND
THE GOVERNMENT OF URUGUAY**

**CONCERNING THE ESTABLISHMENT AND OPERATION
OF THE REGIONAL CENTRE FOR GROUNDWATER MANAGEMENT
FOR LATIN AMERICA AND THE CARIBBEAN (LAC) IN MONTEVIDEO
URUGUAY,
AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Government of Uruguay
and

The United Nations Educational, Scientific and Cultural Organization,

Having considered Resolution IHP/IC-XX-6 of the UNESCO Intergovernmental Council of the International Hydrological Programme (IHP) at its 20th session in June 2012 that endorsed this centre for regional cooperation in groundwater management,

Having also considered during the 9th Meeting of National Committees and Focal Points of the IHP Latin American and Caribbean (LAC) region (Dominican Republic, June 2011), the National Committees and Focal Points of IHP-LAC approved a resolution in support of this initiative (Resolution No. IHP/ LAC IX-03);

Noting that the Uruguayan National Committee for UNESCO-IHP offered its full support in the process leading to the establishment of the Centre;

Considering that Uruguay has contributed and stands ready to contribute further to the establishment and operation of the Centre in its territory;

Further noting that Uruguay has already taken effective steps to provide the necessary infrastructure and facilities for the Centre;

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” means the Government of Uruguay
3. “Centre” means the Regional Centre for Groundwater Management for Latin America and the Caribbean (CeReGAS)

Article 2 Establishment

The Government shall agree to take, in the course of the years 2013-2014, any measures that may be required for the setting up in Uruguay, as provided for under this Agreement, of the Regional Centre for Groundwater Management for Latin America and the Caribbean (CeReGAS), under the auspices of UNESCO.

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 and also the rights and obligations stemming there from 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 that shall have an independent legal entity under the laws of Uruguay with the capacity:
 - to contract;
 - to institute legal proceedings;
 - to acquire and dispose of movable and immovable property.

The Centre will be located within the premises of the Ministry of Housing, Territorial Planning and Environment

Article 5 Constitutive Act

1. 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 Centre aims to provide the region with the scientific and technical capabilities to support the sustainable development and management of groundwater, as well as the environmental protection of aquifers through an integrated approach. Moreover, it aims to develop the capacity for the application of methods and tools for the sustainable management of groundwater in general, with special focus on the necessary protection of groundwater and the promotion of its rational use at national and transboundary level.
2. The purpose of the Centre shall be two-fold: to strengthen national capacity in support of the sustainable management of aquifers in the country, and to address the needs and requirements jointly identified with other countries of the region through mutual cooperation.
3. The functions of the Centre shall be to:
 - (a) Assist and train experts from various disciplines, both from Uruguay and the Latin American and Caribbean countries, in developing instruments and in implementing integration and management activities in hydrogeology on groundwater resources management;
 - (b) Support the implementation of the Strategic Action Programme defined by the countries concerned for the protection and sustainable development of the Guaraní Aquifer System, as well as other activities agreed by these same countries;
 - (c) Work closely with the network of National Committees and Focal Points of the UNESCO International Hydrological Programme for the Latin American and Caribbean region, as well as with other UNESCO Category 2 Centres and Chairs possessing areas of common interest in the region, and beyond;
 - (d) Link and integrate to the Centre existing national groundwater research, education, and management programmes, and promote its articulation and mutual cooperation;
 - (e) Seek for synergies in water issues with UNESCO water-related Centres and Chairs in the Latin America and Caribbean region;
 - (f) Contribute to the achievement of the objectives of the UNESCO programme on Transboundary Aquifers Resources Management (ISARM) for the Americas by promoting knowledge on transboundary groundwater resources and collaboration among the countries that share them, in order to have a global vision of the resources and to achieve consensus in the scientific, environmental, institutional socio-economic and legal areas.

4. The Centre will also be linked to other UNESCO initiatives of interest in accordance with its objectives, as follows:

- (a) Professional and technical training on specific topics, which will result in achieving the improved management of shared aquifers and water resources;
- (b) Collaborate with the scientific and technical evaluation of the various initiatives and regional and international commitments that could potentially have links with the Centre's objectives.

5. The Centre shall pursue the above objectives and perform the above mentioned functions in close coordination with UNESCO-IHP.

Article 7 Governing Board

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

- (a) The representative of the Government who will be the Chairperson of the Governing Board;
- (b) A representative of the Director-General of UNESCO;
- (c) Representatives of Member States having notified the Centre in accordance with Article 10, paragraph 2 and having expressed interest in being represented on the Board and contributing to the activities of the Centre.

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 two thirds 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 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;
- (b) engaging in temporary staff exchanges when appropriate, 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.

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 either financially or in kind, needed for the administration and proper functioning of the centre.

2. The Government undertakes to :

- (a) make available funding to cover the costs of the premises, administration and functioning of the centre. The premises of the Centre will be located at the following address: Rondeau 1665, Montevideo, Uruguay.
- (b) assume entire responsibility for the maintenance of the premises and for the provision of the staff necessary to grant the Centre operational status, including a Director and support staff.
- (c) contribute to the Centre an annual sum of 280.000 US\$ (two hundred and eighty thousand US dollars) for a duration of six years to assure the sustainability of the activities of the centre.
- (d) make available the necessary equipment (furnishing, IT, and communication tools) for the Centre to be fully operational.

- (e) make available technical cooperation and assistance from experts of the National Water Directorate and the National Environmental Directorate.

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 it.
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 of 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, shall 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 Uruguay 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 six years as from its entry into force and shall be deemed renewed for a similar period by tacit agreement, 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 30 days following receipt of the notification sent by one of the contracting parties to the other.

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 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. The language of arbitration will be in English.
2. The Tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement.

DONE in 2 copies in the English, on day/month/year

For the United Nations Educational,
Scientific and Cultural Organization

For the Government of Uruguay

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