

AGREEMENT BETWEEN
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
AND
THE UNITED NATIONS EDUCATIONAL SCIENTIFIC AND CULTURAL
ORGANIZATION (UNESCO)
REGARDING
THE INTERNATIONAL RESEARCH AND TRAINING CENTRE ON EROSION
AND SEDIMENTATION

The Government of the People's Republic of China

and

The United Nations Educational, Scientific and Cultural Organization, hereinafter referred to as "UNESCO",

Recalling that the Agreement between the Government of the People's Republic of China and the United Nations Educational Scientific and Cultural Organization (UNESCO) concerning the establishment of an International Research and Training Centre on Erosion and Sedimentation was signed on 16 June 1984, and the Agreement between the Government of the People's Republic of China and the United Nations Educational Scientific and Cultural Organization concerning the International Research and Training Centre on Erosion and Sedimentation was signed on 30 November 2005,

Considering that sediment problems are an important component of global sustainable water management as amply reflected by UNESCO's International Sediment Initiative, and that the International Research and Training Centre on Erosion and Sedimentation is closely linked with the implementation of the relevant projects of the International Hydrological Programme,

Having regard to recommendations of "Final Report of Six Year Assessment of the International Research and Training Center on Erosion and Sedimentation (IRTCES) under the auspices of UNESCO" submitted by an UNESCO evaluation team after a formal review and evaluation process according to the Integrated Comprehensive Strategy for Category 2 Institutes and Centres (document 35C/22) approved by the 35th Session of the General Conference of UNESCO,

Taking note that Chinese government has already taken a large number of effective measures and steps to develop the International Research and Training Centre on Erosion and Sedimentation since 1984,

Taking note that the Centre is part of IHP's network of water centres and will collaborate with the other centres in the network in carrying out its functions,

Desirous of redefining 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 People’s Republic of China.
3. “UNESCO” and “Government” jointly referred to as “the Parties”.
4. “Centre” refers to the International Research and Training Centre on Erosion and Sedimentation (IRTCES).

Article 2 –Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the Government concerning the Centre which was established in China as a category II centre under the auspices of UNESCO on 21 July 1984, and also the rights and obligations stemming therefrom for the Parties. The Parties agree that both sides will further endeavor to consolidate the leading role and function of the Centre in order to further promote research and training in the sediment and erosion field as well as the technical cooperation among Member States of the Organization.

Article 3 – 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 4 – Constitution

The Constitution of the Centre must include the following provisions:

- (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 5 – Functions/objectives

1. The functions/objectives of the Centre shall be to:
 - (a) to promote the scientific research on erosion and sedimentation (including sediment transport theory, fluvial/coastal and reservoir sedimentation, sedimentation engineering, soil erosion, soil and water conservation, environmental and ecological impacts of sedimentation);
 - (b) to provide technical advisory services and to create a mechanism for the exchange of scientific and technical information on the results of research among experts in various countries;
 - (c) to act as the Secretariat for the International Sediment Initiative, including hosting and coordinating the implementation of projects relevant to sediment, sustainable water management and water environment and ecology;
 - (d) to coordinate international cooperative research activities and to establish laboratory and research centres in order to provide facilities for laboratory and field work for the experts from other countries; and
 - (e) to organize international training courses, symposia or workshops on special subjects and international study tour and lecturing activities.
2. It is noted that the centre will:
 - (a) serve as the permanent secretariats for the International Symposium on River Sedimentation and International Conference on Estuaries and Coasts;
 - (b) publish the scientific journal *International Journal of Sediment Research* and other relevant publications;
 - (c) serve as the secretariat of the World Association for Sedimentation and Erosion Research.

Article 6 – Governing Board

1. The Centre shall be guided and assisted by a Governing Board renewed every six years and include:
 - (a) a representative of the Government concerned or his/her appointed representative;
 - (b) up to six representatives of Member States, 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) a representative of the Chinese National Commission for UNESCO, and

(e) five representatives of Chinese specialists who are leading the global research in the field of erosion and sedimentation.

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;

(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) assist in mobilizing financial resources for the Centre's activities;

(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 six of its members.

4. The Governing Board shall adopt its own rules of procedure.

Article 7 –Administrative Set-up

1. The Government shall have all the power to approve financial budget and examine the annual report of the Centre in line with Chinese legal requirement.

2. The Government shall have all the power to appoint a Director General and several Deputy Director Generals for the Centre, with following duties:

(a) direct the work of the Centre in conformity with the approved workplans, upon the recommendations of the Governing Board;

(b) draw up and submit annual reports to Governing Board and the Government every year, and draw up and submit reports on the Centre's activities to the Government and the UNESCO once every two years;

3. A Secretary General of the Centre, commissioned by the Director General of the Centre, shall discharge routine duties of the Centre. The Secretary-General shall be one of the Deputy Director Generals and shall act as the Secretary for the Governing Board.

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; 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/project within a strategic programme priority area.
2. UNESCO may consign the Centre to bear routine work of the Technical Secretariat of the International Sediment Initiative, and lend support to the Centre for international training courses, international scientific conferences and research activities within the frame of the International Sediment Initiative in the form of project contracts, in conformity with UNESCO's rules and regulations
 3. 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 relevant resources, either financial or in kind, needed for the administration and proper functioning of the Centre.
2. The Government undertakes to:
 - (a) contribute annually to the general expenses of the Centre, including paying the staff of the Centre, in the form of government budget (note, the 'staff' indicated in the Article do not include 'expert', 'staff' and 'member' mentioned in Item 1 of Article 8).
 - (b) continue to provide the Centre with office rooms and operating facilities.
 - (c) subsidize the Centre for domestic training courses, international and domestic scientific conferences and research activities in the form of project contracts.

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, 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/or 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 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 P.R. China 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 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 90 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 Parties.

Article 18 – Settlement of disputes

1. Any dispute between the Parties concerning the interpretation or application of this Agreement shall be settled through friendly negotiation between the Parties.
2. If any dispute is 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 the 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 tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in four original copies, two each in English and Chinese, and signed on _____, 2013, each version being equally authentic.

For the Government of
the People's Republic of China

For the United Nations Educational
Scientific and Cultural Organization