

DRAFT AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF KOREA
AND
THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION
(UNESCO)

REGARDING

**THE ESTABLISHMENT OF THE “INTERNATIONAL CENTRE FOR WATER SECURITY &
SUSTAINABLE MANAGEMENT, i-WSSM”
AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Government of the Republic of Korea

and

the United Nations Educational, Scientific and Cultural Organization, hereinafter referred to as the “Parties”,

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation through the establishment of an International Centre for Water Security and Sustainable Management in Daejeon, Republic of Korea,

Considering that the Director-General has been authorized by the UNESCO General Conference to conclude with the Government of the Republic of Korea 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 - Definitions

1. In this Agreement, “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization;
2. “Government” means the Government of the Republic of Korea;
3. “Centre” means International Centre for Water Security and Sustainable Management located within the premises of the K-Water Institute, Daejeon, Republic of Korea;

Article 2 – Establishment

The Government shall agree to take in the course of the year [2014] any measures that are necessary for the setting up of the Centre under the auspices of UNESCO, as provided for under this Agreement, herein referred to as the “Centre”

Article 3 – Purpose of the Agreement

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 therefrom.

Article 4 – Legal Status

4.1 The Centre shall be independent of UNESCO.

4.2 The Centre shall have on the territory of the Republic of Korea, 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 concerning:

- (a) the legal status granted to the Centre, within the national legal system of the Republic of Korea, 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 – Functions/Objectives

The primary objectives of the Centre shall be to:

1. build an integrated and problem-solving research system to realize sustainable water management (especially challenges faced by developing countries)
2. operate case-/field-oriented education & training programs based on the needs of participating countries
3. develop a globally networked hub for sharing water information, thereby enhancing global scientific and technological challenges

The centre shall undertake the following activities:

Support developing countries in the following areas:

1. Areas that will be helpful to developing countries in achieving economic growth in terms of globalization;
2. Areas that will contribute to the fulfilment of international agenda and initiatives, such as MDGs;
3. Areas that will promote multidisciplinary and integrated approach to water

security.

4. Other areas related to ODA (Official Development Assistance) projects of the Republic of Korea and/or international development projects

Research activities

5. Development of technologies to pursue an effective adaptation to climate change and achieve sustainable development

6. Development of technologies to sustainably manage water resources and achieve water security

7. Development of technologies to support the operation and management of water and wastewater

8. Development of technologies to produce hydropower energy, and operate and manage relevant infrastructure

9. Development of technologies related to eco-hydrology, water quality and green growth

Educational activities

10. Technologies for integrated water management covering dams, river systems, inter-alia

11. Technologies for building and operating water infrastructure

12. Technologies for producing green energy using water, and operating and managing relevant infrastructure

13. Management policies for supporting the efforts of developing countries to develop water industries

14. Development of case studies and best practice guidelines to support education on sustainable management in the water sector.

Article 7

1. The Centre's activities shall be guided and coordinated by a Governing Board, renewed every three years and whose members do not exceed ten members which is composed of:

- a) 3 representatives of the Government of the Republic of Korea;
- b) a representative K-Water,
- c) the director of the Centre or his/her substitute (as a non-voting member)
- d) 2 representatives of relevant research institutes and universities
- e) up to 2 representatives of Member States, which have sent to the Centre notification for membership, and have expressed interest in being represented on the Board;
- f) a representative of the Director-General of UNESCO.

2. The Governing Board shall:

(a) approve the medium and long-term programmes of the Centre;

(b) approve the annual work plan and budget of the Centre, including the staffing and personnel 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 Republic of Korea;

(e) monitor compliance with relevant laws and regulations

(f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre and the question of their membership.

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 – UNESCO's contributions

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.

2. 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 9 – Contributions by the Government

1. The Government shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre from Republic of Korea, through the Ministry of Land, Transport and Maritime Affairs (MLTM), , as well as through the "K-Water Institute" namely:

(a) provide the Centre with appropriate office space, equipment and facilities;

(b) entirely assume the maintenance of the premises; and cover the cost of communications and utilities;

(c) organize and cover expenses of holding sessions of the Governing Board;

(d) 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.

(e) finance the activities of the Centre.

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 of the Center informs 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 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 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, 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 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 Republic of Korea 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 automatically extended for further 6-year periods 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 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 Korean 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 Korea

For the United Nations
Educational, Scientific and
Cultural Organization