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AGREEMENT BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF CHILE

AND

**THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION**

**CONCERNING THE ESTABLISHMENT AND OPERATION OF THE
REGIONAL WATER CENTRE FOR ARID AND SEMI-ARID ZONES OF
LATIN AMERICA AND THE CARIBBEAN (IN LA SERENA, CHILE)**

Preamble

Bearing in mind the Constitution of the United Nations Educational, Scientific and Cultural Organization, adopted on 16 November 1945, and the Basic Agreement on Technical Assistance signed on 15 January 1957 between the United Nations, the International Labour Organization, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization, the World Health Organization, the International Telecommunication Union, the World Meteorological Organization and the Government of the Republic of Chile,

Also bearing in mind the Cooperation Agreement between the Government of the Republic of Chile and the United Nations Educational, Scientific and Cultural Organization (UNESCO) on the Establishment and Operation of the Water Centre for Arid and Semi-Arid Zones of Latin America and the Caribbean signed on 18 June 2002,

Considering that, as the situations relating to water resources in the region must be addressed globally on the basis of region-specific studies and contexts, the Government of Chile deems the existence of a regional water centre for arid and semi-arid zones necessary, and is particularly interested in the establishment of such a centre,

Considering that the Government of the Republic of Chile has contributed and stands ready to contribute further to the establishment and operation of the Centre in its territory,

Bearing in mind that the Government of the Republic of Chile has already taken effective steps to provide the necessary infrastructure and facilities for the Centre,

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

Desirous of concluding an agreement with a view to ensuring the establishment and operation of the said Centre and of establishing the conditions that shall govern the assistance that it shall be granted,

The Government of Chile, hereinafter called "the Government", and the United Nations Educational, Scientific and Cultural Organization, hereinafter called "the Organization",

Have agreed as follows:

Article I Establishment

The Government, in accordance with this Agreement, agrees to take any measures that may be required for the establishment in La Serena, Chile, of the Water Centre for Arid and Semi-Arid Zones of Latin America and the Caribbean, hereinafter called "the Centre".

Article II Participation

1. The Centre shall be an autonomous institution at the service of Member States of the Organization that, by their geographical proximity to the Centre and the nature of the problems relating to water resources in their arid and semi-arid zones, desire to cooperate with the Centre through their respective International Hydrological Programme (IHP) National Committees.

2. Member States of UNESCO wishing to participate in the Centre's activities, as provided for under this Agreement, shall send the Director-General of the Organization notification to this effect and designate the national water resources body that is to represent the Member State. The Director-General shall inform the Centre and the Member States mentioned in the previous paragraph of the receipt of such notifications.

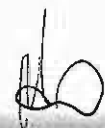
Article III Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing cooperation between the Organization and the Government and also the rights and obligations stemming therefrom for the Parties.

Article IV Legal personality

The Centre shall enjoy on the territory of Chile the personality and legal capacity necessary for the exercise of its functions, in particular the capacity:

- to contract;



- to institute legal proceedings;
- to acquire and dispose of movable and immovable property.

Article V
Objectives and functions

1. The objectives of the Centre shall be to:
 - (a) produce and supply technical and scientific information on training and studies on the hydrology of the region's arid and semi-arid zones with a view to the design of sound policies conducive to integrated and sustainable water resources management at local, national and regional levels;
 - (b) promote studies on water resources management issues in arid and semi-arid zones through regional cooperative arrangements that use and strengthen local capacities and reinforce them, and involve international bodies and networks, in particular those operating under UNESCO/IHP auspices;
 - (c) conduct within the region effective training and capacity-building activities at institutional and professional levels, and awareness-raising activities targeted at various audiences, including the general public;
 - (d) enhance cooperation with international bodies in order to advance knowledge in the field of water resources management in arid and semi-arid zones.

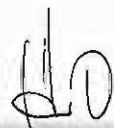
2. The functions of the Centre shall be to:
 - (a) promote scientific research on questions and problems in arid and semi-arid zones that are relevant to the management of the region's resources;
 - (b) create new networks and reinforce existing networks linking organizations and key personnel in the region and in other countries, with a view to the exchange of scientific, technical and policy-related information on water resources management in arid and semi-arid zones;
 - (c) broaden and coordinate cooperative research activities and studies on the various aspects of water resources management in arid and semi-arid zones, taking advantage in particular of the region's own scientific and professional capacities and making use of the relevant IHP networks and non-governmental organizations specializing in this field;
 - (d) organize knowledge and information transfer activities on the subject, by means of international training courses, symposia and workshops, and launch relevant awareness-raising activities;
 - (e) draw up a wide-ranging programme based on information and communication technologies in order to promote the Centre's objectives;



- (f) supply advisory and technical assistance services in the region and other countries, as required;
 - (g) issue technical publications and other media items on the Centre's activities.
3. The Centre shall pursue its objectives and perform the above-mentioned functions in close coordination with the Organization's programmes on water resources.
4. The Centre's capability to perform the above functions will depend on the extent to which international and regional support can be mobilized.

Article VI Governing Board

1. The Centre shall be administered by a Board of Governors composed of:
- (a) a representative of the Government;
 - (b) a representative of each of the Member States that (1) has sent to the Director-General of UNESCO notification, as provided for under Article II, paragraph 2, above and that (2) makes a substantial contribution to the annual budget or running of the Centre and is thus accorded a seat by a decision of the Governing Board of Management;
 - (c) a representative of the Director-General of UNESCO;
 - (d) a representative of any other intergovernmental organization or international non-governmental organization making a substantial contribution to the annual budget or running of the Centre and accorded a seat by a decision of the Governing Board.
2. The representative of the Government shall be the Minister of Public Works, Transport and Telecommunications of the Republic of Chile (El Ministro de Obras Públicas, Transportes y Telecomunicaciones), or any person designated by that Minister. The Government representative shall be ex officio Chairperson of the Governing Board.
3. The Governing Board shall have all the powers required for the running and administration of the Centre. It shall:
- (a) approve the annual plan and budget of the Centre;
 - (b) examine the annual reports submitted by the Director of the Centre, as provided for under Article VI below;
 - (c) study and approve the Centre's internal procedures, including financial regulations and staff rules;
 - (d) approve the Centre's regulations and staff list; and



- (e) convene special consultative sessions to which it shall invite, in addition to its own members, the Director of the Centre and representatives of other interested countries and international organizations in order to draw up proposals to broaden the scope of the services provided by the Centre, carry out its projects and activities, expand the Centre's fundraising strategy and strengthen its capacities.
4. The Governing Board shall meet in ordinary session once a year. It shall meet in an extraordinary session if summoned by the Chairperson, either on his/her own initiative or on that of the Director-General of the Organization, or at the request of at least half of its members.
5. The Governing Board shall adopt its own rules of procedure. For its first meeting, the procedure shall be established by the representatives of the Government and of the Organization.

Article VII Executive Committee

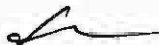
In order to ensure the effective running of the Centre between sessions, the Board of Governors may delegate to a Standing Executive Committee, whose membership it fixes, such powers as it deems necessary.

Article VIII Secretariat

1. The Centre's Secretariat shall consist 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 the Organization.
3. The other members of the Secretariat may comprise:
- (a) members of the Organization's staff who may be made available to the Centre, as provided for by the Organization's regulations;
 - (b) any person appointed by the Director, in accordance with the procedures laid down by the Governing Board;
 - (c) government officials who may be made available to the Centre, as provided by the water authority's regulations.

Article IX Duties of the Director

The main duties of the Director shall be to:



- (a) direct the work of the Centre in conformity with the programmes and directives established by the Governing Board;
- (b) propose the draft plan and budget to be submitted to the Governing Board for approval;
- (c) draw up the provisional agenda for the sessions of the Governing Board and submit to it any proposals that he/she deems useful for the administration of the Centre;
- (d) draw up reports on the Centre's activities for submission to the Governing Board;
- (e) represent the Centre in law and in non-judicial situations.

Article X
Financial arrangements

1. The Centre's resources shall derive from funds allotted by the Government, from such contributions as it may receive from other Member States of the Organization, from the intergovernmental organizations or international non-governmental organizations mentioned in Article VI of this Agreement, and from income for services rendered.
2. The Centre may receive gifts and legacies, with the approval of the Governing Board.

Article XI
Contribution of the Government

The Government shall take all necessary steps under its national legal system and make available to the Centre everything that may be required in order to provide suitable assistance, including facilities, support staff and any other logistical or institutional support or infrastructure that is not included in the Organization's contribution.

Article XII
Technical contribution of the Organization

1. The Organization will provide the technical assistance required to formulate the Centre's short-term, mid-term and long-term programmes.
2. In conformity with the relevant policies of the IHP Intergovernmental Council, the Organization may assign to the Centre the execution of agreed water-resources activities of relevance to the region within the framework of its regular biennial budget and programmes, particularly those appropriate to reinforce its start-up period.
3. The Organization will encourage international governmental and non-governmental financial entities, as well as Member States of the Organization, to provide financial and



technical assistance and to propose appropriate projects to the Centre and will facilitate contacts with other international organizations relevant to the functions of the Centre.

4. The Organization will provide the Centre with IHP publications and other pertinent material, and will disseminate information on the activities of the Centre through the IHP website, newsletters and other mechanisms at its disposal.

5. The Organization will participate, when appropriate, in scientific, technical and training meetings held by the Centre.

Article XIII Other conditions

1. Assistance by the Organization shall not preclude the Government from receiving additional assistance from other United Nations agencies or Member States of the Organization, whether under unilateral action or bilateral agreements with the Government, or from private foundations.

2. The Government shall inform and consult the Organization regarding assistance described in the preceding paragraph.

Article XIV Privileges and immunities

1. The Government shall apply to the Organization, its property, funds and assets, and to its officials and experts and other persons providing services on its behalf, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947 and Annex IV thereto, it being understood in particular that no restrictions shall be placed on officials, experts and other persons performing services on the Organization's behalf in relation to this Agreement, with regard to their right to enter, reside in and leave the country, without distinction as to nationality. The Centre, its property, funds and assets shall have the same privileges and immunities. The Centre's officials, who are not nationals of Chile and designated as such by the Governing Board, shall also enjoy the same privileges and immunities.

2. The technical assistance provided under the terms of this Agreement concerns the people and Government of Chile who benefit from it; consequently the Government shall undertake to assume full responsibility and to protect the Organization, its experts, staff members and officials from any claims by a third party concerning activities carried out in the exercise of their technical duties relating to this Agreement. It is understood that claims arising from wilful misconduct or gross negligence on the part of the Organization's experts, staff members or officials do not fall within the scope of the Government's responsibility.

**Article XV
Responsibility**

As the Centre is legally separate from the Organization, the latter shall not be legally responsible for it 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 XVI
Evaluation**

1. The Organization may, at any time, carry out an evaluation of the activities of the Centre in order to check:
 - whether the Centre makes an important contribution to the strategic goals of the Organization;
 - whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. The Organization shall agree to submit to the Government, at the earliest opportunity, a report on any evaluation.
3. The Organization shall reserve the option to denounce this Agreement or amend its contents, following the results of an evaluation.

**Article XVII
Use of UNESCO name and logo**

1. The Centre may mention its affiliation with the Organization. It may therefore use after its title the mention "under the auspices of UNESCO".
2. The Centre is authorized to use the Organization's logo or a version thereof on its letterheaded paper and documents in accordance with the conditions established by the governing bodies of the Organization.

**Article XVIII
Final clauses**

1. This Agreement come enter into force sixty (60) days after the date on which the Government informs the Director-General of the Organization, in writing, that the Agreement has been approved in accordance with its national legal system. This Agreement shall be concluded for a period of five (5) years and shall be renewed by tacit agreement from one five-year period to the next, unless one of the Parties notifies the other, 90 days prior to the expiry of the current period of validity, of its decision to denounce the Agreement.
2. Notwithstanding the above, both the Organization and the Government may terminate this Agreement upon written notice to the other Party, in which case the



Agreement shall end ninety (90) days after the date of receipt of such a notification. Nevertheless, the denunciation shall not affect the obligations established under this Agreement and entered into by the Parties which have not been fulfilled on the date of notification mentioned above.

3. This Agreement may be revised if the Parties so agree, and the modifications that are approved shall enter into force in the same manner as that provided for in the preceding paragraph.

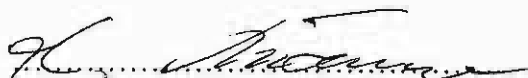
4. Any dispute arising between the Parties concerning the interpretation or application of this Agreement shall be settled by direct negotiation between the Parties.

5. The obligations entered into by the Organization and the Government under this Agreement shall be respected beyond the term of the Agreement inasmuch as required by the commitments made with respect to the withdrawal of the Organization's personnel, funds and property and the settlement of accounts between the Parties to this Agreement.



IN FAITH WHEREOF, the undersigned representatives, duly authorized thereto, have signed the present Agreement.

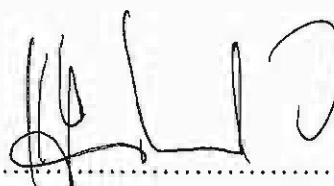
Done at Paris on 2 February 2006, in two original copies, in English, French and Spanish, all being equally authentic.



For the United Nations Educational,
Scientific and Cultural Organization

Koïchiro Matsuura

Director General



For the Government of Chile

Hernán Sandoval

Ambassador and Permanent Delegate of
Chile to UNESCO