

AGREEMENT BETWEEN
UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION (UNESCO)

AND THE
THE GOVERNMENT OF THE REPUBLIC OF THE DOMINICAN REPUBLIC

CONCERNING THE ESTABLISHMENT AND OPERATION, UNDER
THE AUSPICES OF UNESCO, OF THE CENTRE FOR THE
SUSTAINABLE MANAGEMENT OF WATER RESOURCES
IN THE CARIBBEAN ISLAND STATES
IN SANTO DOMINGO, DOMINICAN REPUBLIC

The Director-General of the United Nations Educational, Scientific and Cultural Organization,

and

The Government of the Dominican Republic, represented by Instituto Nacional de Recursos Hidráulicos (INDRHI), a public body created by law n.º 6 of 8 September 1965, under the Secretary of State of Environment and Natural Resources, by the law n.º 64-00 of 18 August 2000, with its social address and main office in Av. Juan de Dios Ventura Simó esq. Av. Jiménez Moya, of Centro de Los Héroes in Santo Domingo, República Dominicana, represented by Francisco T. Rodríguez, of Dominican citizenship, adult, with the Cédula de Identidad y Electoral No. 001-0071647-1, with the same address and home in the same city, in its quality of Executive Director, which in the remaining of this document will be denominated as THE GOVERNMENT,

Considering 35 C/Resolution 23 of the General Conference of UNESCO, aimed at promoting international cooperation in respect to research and capacity development for sustainable management of water resources in the Caribbean Island States,

Whereas the General Conference has approved the establishment of a Centre for the Sustainable Management of Water Resources in the Caribbean Island States and has authorized the Director-General to conclude with the Government of the Dominican Republic an agreement in conformity with the draft submitted to the General Conference,

Desirous of defining in this Agreement the terms and conditions governing the contribution to be granted to the aforementioned Centre,

HAVE AGREED AS FOLLOWS:

Article I – Interpretation

1. In this Agreement, “UNESCO” means the United Nations Educational, Scientific and Cultural Organization.

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2. "The Government" means the Government of the Dominican Republic.

Article II – Establishment

The Government commits itself to taking any measures that may be needed for the setting up and the operation at Santo Domingo, Dominican Republic, as provided for under this Agreement, of the Centre for Sustainable Management of Water Resources in the Caribbean Island States (henceforth, "the Centre") under the provisions of this Agreement.

Article III – Participation

1. The Centre shall be an autonomous entity serving Member States and Associate Members of UNESCO wishing to cooperate with it in view of their interest in its objectives.

2. UNESCO Member States wishing to participate in the activities of the Centre under the provisions of this Agreement must send the appropriate notification to the Director-General of UNESCO. The Director-General shall inform the Centre and the interested Member States of the receipt of such notification.

Article IV – Purpose of the Agreement

The purpose of this Agreement consists in defining the terms and conditions governing cooperation between UNESCO and the Government, as well as the respective rights and obligations of the parties stemming therefrom.

Article V – Juridical Personality

In the territory of the Dominican Republic, the Centre shall enjoy the personality and the legal capacities necessary for the exercise of its functions, particularly the capacity:

- (i) to contract;
- (ii) to institute legal proceedings; and
- (iii) to acquire and dispose of movable and immovable property.

Article VI – Constitution

The Constitution of the Centre must include provisions concerning:

- (a) legal status of the Centre, conferring it, under the legislation of the Dominican Republic, the autonomous legal capacity necessary to exercise its functions, receive subventions, obtain payments for services rendered, and carry out the acquisition of assets, services, and all other means required;
- (b) a governance structure for the Centre that enables UNESCO to be represented in its governing bodies.

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Article VII – Functions and objectives

The objectives of the Centre consist of generating and transferring scientific and technological knowledge on sustainable water management to increase practical knowledge and improve capacities for more efficient use of water resources, taking into account the social, environmental, and economic dimensions of the Caribbean island States.

The Centre will perform the following functions:

- (a) promote and perform scientific research on water management in the region, and hydrologic aspects thereof;
- (b) promote and facilitate applications of technology towards better practical use of water;
- (c) expand and coordinate research activities, in cooperation with the various international agencies and the relevant entities of the States of the region, most particularly by taking advantage of the scientific and professional capacities of the region, as well as using the corresponding networks of the UNESCO International Hydrological Programme (IHP);
- (d) organize and implement activities for knowledge and information transfer for training and upgrading the human resource base for sustainable water resources management, and for hydrological aspects of interest to the States of the region;
- (e) provide reliable information on water resources and their sustainable management by improving the transfer and sharing of information strategies, and the means of dissemination and assimilation of such information;
- (f) deliver consulting and technical advice in the region and in other countries, as requested by the interested parties and in fulfilment of the Centre's objectives;
- (g) issue scientific and technical publications and informative materials in the form and formats deemed appropriate, on the issues of sustainable water resources management and related and/or supplementary themes, as well as on hydrological aspects of interest to the States of the region.

Article VIII – Governing Board

1. The Centre shall be guided and supervised by a Governing Board that shall be renewed every three (3) years and composed of:

- (a) the Executive Director of the *Instituto Nacional de Recursos Hidráulicos* (INDRHI, acronym in Spanish for Hydraulic Resources National Institute) of the Dominican Republic and ex-officio Chairperson of the Dominican Republic National Committee of the UNESCO International Hydrological Programme (CONAPHI) in the Dominican Republic;¹

¹ The Dominican Republic proposes that the Executive Director of INDRHI shall be the Chairperson of the Governing Board

- (b) a representative of a limited number of Member States of the region – up to three (3) – who had sent a notification to the UNESCO Director-General as provided for by paragraph 2 of Article 3 *supra*, in order to achieve an equitable geographic representation to the extent possible;
- (c) a representative of the Director-General of UNESCO;
- (d) a representative of any other intergovernmental organization or international non-governmental organization that provides a significant contribution to the Centre's annual budget or its operations, and is thus entitled to a seat as decided by the Governing Board, up to a maximum of three (3) such organizations.

2. Governing Board functions:

- (a) approving the medium-term and long-term programmes of the Centre;
- (b) approving the work plan and annual budget of the Centre;
- (c) examining and approving the annual reports submitted by the Director of the Centre;
- (d) issuing the relevant rules and regulations and determining the procedures governing the financial, administrative and personnel management of the Centre;
- (e) deciding on the participation of regional intergovernmental agencies and international institutions in the work of the Centre.

3. The Governing Board shall meet regularly in ordinary sessions – at least once every calendar year – as well as in extraordinary sessions, convened by its Chairperson, either on his/her own initiative or at the request of the Director-General of UNESCO or of the majority of its Members.

4. The Governing Board shall issue its own rules of procedure. The first meeting will be conducted according to the procedure established by the Government and UNESCO.

Article IX – Secretariat

1. The Centre's Secretariat shall consist of a Director and such staff as is necessary for its proper operation.

2. The Director shall be appointed by the Chairperson of the Governing Board, in consultation with the Director-General of UNESCO.

3. The other members of the Secretariat may comprise:

- (a) staff members of UNESCO temporarily seconded and made available to the Centre, as provided by the rules and regulations of UNESCO and by the decisions of the governing bodies thereof;

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- (b) any individual appointed by the Director, in accordance with the procedures established by the Governing Board;
- (c) government officials made available to the Centre by the Government, as provided by national regulations.

Article X – Duties of the Director

The Director shall perform the following duties:

- (a) direct the work of the Centre in conformity with the programmes and directives established by the Governing Board;
- (b) propose the draft work plan and budget to be submitted for approval to the Governing Board;
- (c) prepare the provisional agenda for the meetings of the Governing Board and submit to it any proposals he/she may deem useful for the management of the Centre;
- (d) prepare reports on the Centre's activities, and submit them to the Governing Board;
- (e) represent the Centre in law and in all civil acts.

Article XI – Contribution of UNESCO

1. UNESCO shall provide assistance in the form of technical and/or financial resources for the Centre's activities, in accordance with the strategic goals and objectives of UNESCO.
2. UNESCO shall agree to:
 - provide the assistance of its experts in the specialized fields of the Centre;
 - second temporarily members of its staff. Such secondment may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity/project within a priority area as approved by UNESCO's governing bodies; and
 - include the Centre in various programmes which it implements and in which the participation of the latter seems necessary to it.
3. In all the cases listed above, this contribution shall be provided for in UNESCO's programme and budget.
4. When necessary, UNESCO shall participate in scientific and technical and training-educational meetings organized by the Centre.

Article XII – Government Contribution

1. The Government shall provide all the financial and/or in-kind resources needed for the administration and proper operation of the Centre.

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2. The Government commits itself to:

- make available to the Centre the required office space, laboratories, library and rooms;
- be fully responsible for the maintenance of the premises described in the previous item;
- provide the Centre with an in-kind and financial contribution for the amount of approximately US \$400,000 per year; and
- make available to the Centre the administrative staff necessary for the performance of its functions, including a coordinator, an internal auditor, technical support personnel for the water-quality laboratory, and three researchers.

Article XIII – Privileges and immunities

All Centre staff members that are not nationals of the Dominican Republic shall enjoy immunity from jurisdiction in respect to all of the actions performed by them in the fulfilment of their functions.

Article XIV – Responsibility

As the Centre is legally separate from UNESCO, 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 XV – Evaluation

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain:

- whether the Centre makes a significant contribution to the achievement of the strategic goals of UNESCO; and/or
- whether the activities effectively performed by the Centre are in conformity with those stated in this Agreement.

2. UNESCO agrees to submit to the Government, as soon as possible, a report on any evaluation performed.

3. Each of the parties shall reserve the right to denounce this Agreement or to request a revision of its contents, in view of the results of an evaluation.

Article XVI – Use of the name and logo of UNESCO

1. The Centre may mention its affiliation with UNESCO. Therefore, it may include the mention “under UNESCO’s auspices” after its name.


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2. The Centre is authorized to use the logo of UNESCO, or a version thereof, on its letterheaded papers and documents, in accordance with the terms established by the governing bodies of UNESCO.

Article XVII – Entry into force

This Agreement shall enter into force upon being signed by the contracting parties, once these have informed each other in writing on the fulfilment of all of the formalities to such effect required by the legislation of the Dominican Republic and the UNESCO regulations. The date of reception of the last notification shall be considered as the date of entry into force of the present Agreement.

Article XVIII – Duration

This Agreement shall have a duration of ten (10) years since its entry into force, and may be tacitly renewed.

Article XIX – Denunciation

1. Each of the contracting parties shall have the right to unilaterally denounce the present Agreement.
2. The denunciation shall take effect within thirty (30) days following receipt of the notification sent by one of the contracting parties to the other.

Article XX – Revision

This Agreement may be revised by mutual agreement between the Government of the Dominican Republic and UNESCO.

Article XXI – Settlement of disputes

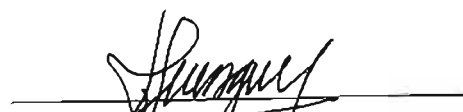
1. Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement that is not settled through negotiation or any other appropriate method agreed to by the parties, shall be submitted for final decision to an arbitration tribunal composed of three arbiters, one of whom shall be appointed by the Government, another by the Director-General of UNESCO, and the third, who shall preside over the tribunal, shall be appointed by mutual agreement between both parties or, if agreement is not reached on such selection, by the President of the International Court of Justice.
2. The decision of the Tribunal shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement.

Done on March, 8, 2010, in two (2) copies in Spanish and English languages, both being equally authentic.



For the United Nations Educational,
Scientific and Cultural Organization



For the Government of
the Dominican Republic