

AGREEMENT BETWEEN
**THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION**
AND
THE PORTUGUESE REPUBLIC
**CONCERNING THE ESTABLISHMENT AND OPERATION OF AN IHP
INTERNATIONAL CENTRE ON COASTAL ECOHYDROLOGY, IN PORTUGAL, AS
A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Portuguese Republic

and

The United Nations Educational, Scientific and Cultural Organization,

Having regard to resolution XVIII-3 of the UNESCO Intergovernmental Council of the International Hydrological Programme (IHP) in June 2008 welcoming the proposal to establish the International Centre on Coastal Ecohydrology (hereinafter referred to as the "Centre"), in Faro (Portugal), under the auspices of UNESCO,

Considering that the Director-General has been authorized by the General Conference (35 C/Resolution 26) to conclude with the Portuguese Republic an agreement in conformity with the draft that was submitted to the General Conference,

Desirous of defining the terms and conditions governing the cooperation that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

ARTICLE 1 – Interpretation

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
2. "Government" means the Government of the Portuguese Republic.
3. "Centre" means International Centre on Coastal Ecohydrology.

ARTICLE 2 – Establishment

The Government shall agree to take, in the course of the year 2010, any measures that may be required for the setting up in Portugal, as provided for under this Agreement, of the International Centre on Coastal Ecohydrology, hereinafter referred to as "the Centre".

ARTICLE 3 – Participation

1. The Centre shall be established as an autonomous, independent legal entity at the service 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 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 other interested Member States and UNESCO of the receipt of such notifications.

ARTICLE 4 – Purpose of the Agreement

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

ARTICLE 5 – Juridical personality

The Centre shall enjoy on the territory of the Portuguese Republic 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 6 – Constitutive Act

The constitutive act of the Centre must include provisions concerning:

(a) legal status granting to the Centre, under national legislation, the autonomous legal capacity necessary to exercise its functions and to receive subventions, 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 7 – Objectives and functions

1. The objectives of the Centre shall be to:

(a) constitute a facilitator and synergetic structure providing the articulation of the different scientific and institutional stakeholders at local, regional, national and international levels, for the development of solutions for coastal ecosystems under climate change scenarios;

(b) develop and propose the implementation of strategies and approaches for dealing with anthropogenic and climate change impacts on water quality and quantity for coastal ecosystems and human uses and services;

(c) increase society awareness and foster the participation of society including stakeholders and end-users to adapt populations to climate change impacts, ensuring adequate water quality and quantity;

(d) promote education, training and capacity-building through knowledge transference and exchange;

(e) promote the scientific advance on the integration of freshwater and coastal ecosystems and the implementation of ecohydrology solutions for controlling water quality and quantity in transitional and coastal waters.

2. The functions of the Centre shall be to:

(a) develop experimental and theoretical scientific research on coastal ecohydrology;

(b) develop international advanced study and training courses;

(c) promote societal awareness related to coastal aquatic ecosystems management and conservation;

(d) disseminate the coastal ecohydrology approach through the organization of workshops and conferences in different regions;

(e) provide scientific and technical support for the establishment of regional centres on coastal ecohydrology;

(f) contribute to the implementation of UNESCO's programme and objectives;

(g) promote the creation of networks of scientists dealing with coastal ecohydrology issues;

(h) promote the exchange of students and scientists between different regions;

(i) participate in the UNESCO-IHP network as a focal point for coastal ecohydrology in the region and support IHP international activities;

(j) cooperate with government agencies, NGOs, public and private institutions, stakeholders and decision-makers for the effective implementation of coastal ecohydrology solutions.

3. The Centre shall pursue the above objectives and functions in close cooperation with IHP and other water-related centres under the auspices of UNESCO.

ARTICLE 8 – Governing Board

1. The Centre shall be guided and supervised by a Governing Board renewed every six years and composed of:

(a) a representative of the Government or his/her appointed representative;

(b) representatives of Member States, which have sent to the Institute/Centre notification for membership, in accordance with the stipulations of Article 3, paragraph 2, above and have expressed interest in being represented on the Board;

(c) a representative of the Director-General of UNESCO;

(d) up to a maximum of three representatives from other relevant centres and up to a maximum of four other personalities accorded a seat by the Governing Board.

2. The Governing Board shall:

- (a) approve the long-term and medium-term programmes of the Centre;
- (b) approve the annual work plan and budget of the Centre, including the staffing table;
- (c) examine the annual reports submitted by the Director of the Centre;
- (d) issue the general rules and regulations and determine the financial, administrative and personnel management of the Centre;
- (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, or at the request of the Director-General of UNESCO, or of half of its members. In the latter case it shall decide with the majority of the members present and casting a vote.

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 9 – Executive Committee

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

ARTICLE 10 – 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 UNESCO.

3. The other members of the secretariat may comprise:

(a) members of UNESCO's staff who are temporarily seconded and made available to the Centre, as provided for by UNESCO's regulations and by the decisions of its governing bodies;

(b) any person appointed by the Director, in accordance with the procedures laid down by the Governing Board;

(c) government officials who are made available to the Centre, as provided by government regulations.

ARTICLE 11 – Duties of the Director

The Director shall discharge 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 to the Governing Board for approval;
- (c) prepare the provisional agenda for the sessions of the Governing Board and submit to it any proposals that he or she may deem useful for the administration of the centre;
- (d) prepare reports on the Centre's activities to be submitted to the Governing Board and UNESCO;
- (e) represent the Centre in law and in all civil acts.

ARTICLE 12 – Contribution of UNESCO

1. UNESCO may provide assistance, as appropriate, in the form of a technical assistance for the programme activities of the Centre, in accordance with the strategic goals and objectives of UNESCO.
2. If appropriate, UNESCO undertakes to:
 - (a) provide the assistance of its experts in the specialized fields of the Centre;
 - (b) engage in temporary staff exchanges, whereby the staff concerned will remain on the payroll of the dispatching organizations; and
 - (c) second 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.
3. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO's programme and budget.

ARTICLE 13 – Contribution of 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.
2. The Government undertakes to:
 - (a) make available to the Centre the salaries and compensations of the Secretariat staff, including the Director, and make available to the Centre the necessary staff and provide the Centre with appropriate office space, equipment and facilities;
 - (b) entirely assume the maintenance of the premises; and cover the communication, utilities plus the expenses of holding the sessions of the Governing Board; and
 - (c) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise the implementation of studies, training and publication activities, complementing the contributions from other sources.

ARTICLE 14 – 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 15 – 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 convenience, 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 20 and 21.

ARTICLE 16 – 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 letterheaded paper and documents in accordance with the conditions established by the governing bodies of UNESCO.

ARTICLE 17 – Entry into force

This Agreement shall enter into force upon meeting the formalities required to that effect by the domestic law of Portugal and by UNESCO's internal regulations.

ARTICLE 18 – Duration

This Agreement is concluded for a period of six years as from its entry into force and may be tacitly renewed.

ARTICLE 19 – Denunciation

1. Each of the contracting parties shall be entitled to denounce the 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 20 – Revision

This Agreement may be revised by consent between the Government and UNESCO.

ARTICLE 21 – Settlement of disputes

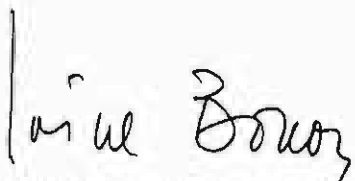
1. Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement, if it is not settled by negotiation or any other appropriate method agreed to by the Parties, shall be submitted for final decision to an arbitration tribunal composed of three members, one of whom shall be appointed by a

representative of the Portuguese Government, another by the Director-General of UNESCO, and the third, who shall preside over the Tribunal, chosen by these two. If the two arbitrators cannot agree on the choice of the third, the appointment shall be made by the President of the International Court of Justice.

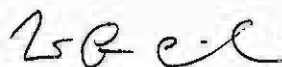
2. The Tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in two copies in the English language, on



.....
For the United Nations Educational,
Scientific and Cultural Organization
Irina Bokova
Director General



.....
For the Portuguese Republic
João Gomes Cravinho
The Secretary of State
For Foreign Affairs and Cooperation

Lisbon, 12th of August 2010