

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

The Government of the People's Republic of China (hereinafter referred as "the Government") and the United Nations Educational, Scientific and Cultural Organization (hereinafter referred as "the Organization" or "UNESCO") (and jointly referred to as "the Parties"),

Recognizing 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,

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

Taking note that Chinese government has already taken a large number of effective measures and steps to develop the Centre in the past 21 years,

Desirous of redefining the terms and conditions governing the cooperation between the Parties in accordance with the principles and guidelines for the establishment and functioning of institutes and centres under the auspices of UNESCO (category II) adopted by UNESCO's General Conference at its 33rd session,

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,

have agreed as follows:

Article I
Purpose of the Agreement

1. The purpose of this Agreement is to define the terms and conditions governing collaboration between the Organization 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 the rights and obligations stemming therefrom for the Parties. The Parties agree that both

sides will further endeavor to strengthen the 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 II Juridical Personality

1. The Centre enjoys on the territory of the People's Republic of China the personality and legal capacity necessary for the exercise of its functions, in particular the capacity:

- a) to contract;
- b) to institute legal proceedings;
- c) to acquire and dispose of movable and immovable property.

Article III Functions

1. The functions of the Centre shall be:
 - 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;
 - 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 secretariat for the International Symposium on River Sedimentation
 - b) publish the scientific journal *International Journal of Sediment Research* and other relevant publications;
 - c) serve as the permanent Secretariat of the World Association for Sedimentation and Erosion Research;
3. The capacity to fulfill the above-mentioned functions depends upon the extent to which governmental funds and international financial support can be mobilized.

Article IV Administrative Set-up

1. The Government's Ministry of Water Resources shall have all the powers for the running and administration of the Centre. It shall approve the Centre's workplans and financial budget and examine the annual report.
2. The Centre shall be administrated by a Board of Directors. The members of the Board

shall be appointed by the Government's Ministry of Water Resources;

**Article V
Secretariat**

1. The Director General of the Centre shall be appointed by the Government's Ministry of Water Resources in consultation with the Director-General of the Organization and shall discharge the following duties:
 - a) direct the work of the Centre in conformity with the workplans approved by the Ministry of Water Resources, upon the recommendations of the Advisory Council;
 - b) draw up and submit reports on the Centre's activities to the Government and the Organization once every two years;
 - c) represent the Centre in law and in all civil acts.
2. The 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 a member of the Board of Directors and shall act as the Secretary for the Advisory Council.

**Article VI
The Advisory Council**

1. The Centre shall be assisted by an Advisory Council composed of one representative of the Government, one representative of the Director General of the Organization, six members elected by the IHP Intergovernmental Council and five members selected by the Government in consultation with the Director-General of the Organization. Members of the Advisory Council should include representatives from other United Nations organizations concerned by sediment problems, representatives of relevant international organizations, and eminent scientists in the field of erosion and sedimentation studies.
2. The function of the Advisory Council shall be to give advice and suggestions to the programming of activities of the Centre and to assist in mobilizing financial resources for the Centre's activities.
3. The Chairman of the Advisory Council shall be appointed by the Government in consultation with the Director General of the Organization. The members of the Advisory Council will serve for a term of four years.
4. The Advisory Council shall meet in ordinary session at regular intervals, at least once every two years; it shall meet in extraordinary session if summoned by the Chairperson, either on his/her own initiative or at the request of the Director-General of UNESCO.

**Article VII
Executive Committee of the Advisory Council**

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

**Article VIII
Financial Arrangements**

1. The Centre's resources shall derive from sums allotted by the Government, the Organization in accordance with the decisions of the Organization's governing bodies, and from payments it receives for services rendered.

2. The Centre may, with the approval of the Government, receive gifts and legacies.

Article IX
Contribution from the Government

1. The Government undertakes to contribute annually to the general expenses of the Centre (including paying the staff of the Centre).
2. The Government provides and shall continue to provide the Centre with office rooms and operating facilities.
3. The Government undertakes to subsidize the Centre for domestic training courses, international and domestic scientific conferences and research activities in the form of project contracts.

Article X
Contribution from the Organization

1. The Organization undertakes to lend support to the Centre for international training courses, international scientific conferences and research activities in the form of project contracts, in accordance with the decisions of UNESCO's governing bodies.
2. The Organization may wish to decentralize to the Centre the execution of activities related to the International Sediment Initiative where appropriate in the form of project contracts.
3. The Organization will assist in identifying and mobilizing other financial sources required for the development of the Centre's activities.

Article XI
Responsibility

1. 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 XII
Evaluation

1. UNESCO shall carry out an evaluation of the activities of the Centre before the end of the duration of this Agreement as specified in Article XIV below, in order to check:
 - whether the Centre makes an important contribution to the strategic goals of UNESCO;
 - whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. UNESCO shall agree to submit to the Government, at the earliest opportunity, a report on any evaluation.
3. The Parties shall reserve the option to denounce this Agreement or to request the amendment of its contents, following the results of an evaluation.

Article XIII
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 XIV
Duration

1. UNESCO's assistance under this Agreement is concluded for a period of six years from its entry into force and may be renewed after the evaluation mentioned in Article XII above.

Article XV
Entry into Force

1. This Agreement shall enter into force, following the signature by the Parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the country and by UNESCO's internal regulations have been completed. The date of reception of the last notification shall be considered to be the date of entry into force of this Agreement.

Article XVI
Denunciation

1. Each of the Parties shall be entitled to denounce unilaterally this Agreement.
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 XVII
Revision

1. The present Agreement may be revised by consent between the Government and UNESCO.

Article XVIII
Settlement of Disputes

1. Any dispute between the Parties to this Agreement arising out of the interpretation or application of the present Agreement shall be settled through friendly negotiation between the Government and UNESCO.

IN FAITH WHEREOF, the undersigned, duly authorized representatives of the Government and the Organization respectively, have signed the present Agreement.

This Agreement is written in duplicate in English and Chinese, and signed at *the Ministry of Water Res* on 30 Nov. 2005, each version being equally authentic.



Representative for
The Government of
the People's
Republic of China



Representative for the
United Nations Educational
Scientific and Cultural
Organization