



**AGREEMENT
BETWEEN**



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

AND

THE GREAT SOCIALIST POPULAR LIBYAN ARAB JAMAHYIRIA

**CONCERNING THE ESTABLISHMENT AND OPERATION OF THE
REGIONAL CENTRE FOR SHARED AQUIFER RESOURCES
MANAGEMENT (RCSARM) in TRIPOLI, LIBYA**

Tripoli, 27 December 2007

A handwritten signature in blue ink, located in the bottom left corner of the page.

A handwritten signature in blue ink, located in the bottom right corner of the page.

**Agreement between UNESCO and The Great Socialist Popular Libyan
Jamahiriya concerning the establishment and operation of the Regional
Center for Shared Aquifer Resources Management (RCSARM) in Tripoli,
Libya**

The United Nations Educational AND The Great Socialist Popular Libyan Arab
Scientific and Cultural Organization Jamahiriya
(hereinafter called "UNESCO")

Preamble

Bearing in mind the Constitution of the United Nations Educational, Scientific and Cultural Organization, adopted on 16 November 1945,

Considering that, at the *International Workshop on Managing Shared Aquifer Resources in Africa*, held in Tripoli, Libya, in June 2002 the representatives of the African countries and related institutions identified and presented information on about 40 of the principal shared aquifers in the region and recommended that consideration be given to the feasibility of setting-up a regional Centre on the management of transboundary aquifers,

Also considering that in response to an initial proposal by the Libyan Jamahiriya to establish on its territory a regional centre for the study and assessment of the African region's shared aquifer resources placed under the auspices of UNESCO, the 15th session of the Intergovernmental Council of the International Hydrological Programme (IHP) adopted Resolution XV-10 in June 2002 welcoming the establishment of the centre,

Bearing in mind that the Great Socialist Popular Libyan Arab Jamahiriya of Libya has already taken effective steps to provide the necessary facilities for the Centre,

Considering that the Director-General of UNESCO has been authorized by the General Conference of UNESCO to conclude with the Libyan Arab Jamahiriya an agreement in conformity with the draft which was submitted to the 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 I
Interpretation**

In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization and the " Great Socialist Popular Libyan Arab Jamahiriya" is hereinafter referred to as "Libyan Jamahiriya",

Article 2
Establishment

The Libyan Jamahiriya shall agree to take any measures that may be required for the establishment of the Regional Centre for Shared Aquifer Resources Management (RCSARM) Centre (hereinafter referred to as "the Centre") located in the premises of the General Water Authority (hereinafter referred to as GWA) in Tripoli, Libya as provided for under this Agreement.

Article 3
Participation

1. The Centre shall be an autonomous institution at the service of Member States of the Organization which, by their common interest in the objectives of the Centre's activities in the sustainable development of groundwater resources, desire to cooperate with the Centre through their respective UNESCO's International Hydrological Programme (IHP) National Committees.
2. Member States of UNESCO wishing to participate in the Centre's activities, as provided under this Agreement shall send the Director General of UNESCO notification to this effect. The Director General shall inform the Centre and the Members States mentioned above 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 collaboration between UNESCO and the Libyan Jamahiriya concerned and also the rights and obligations stemming there from for the parties.

Article 5
Juridical personality

The Centre shall enjoy on the territory of the Libyan Arab Jamahiriya 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
Constitution

The Constitution of the Centre shall include provisions concerning:

- (i) 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 necessary means;
- (i) a governing structure for the Centre allowing UNESCO representation within its governing body.

Article 7

Objectives and functions

1. The mission of the Centre is to contribute to the strengthening of the capacity in groundwater resources management in the region and in particular on regional shared groundwater management issues, with the emphasis on Arab States and Africa:

- To promote cooperation on multi-disciplinary research and compilation of case studies on shared groundwater management in the region involving international institutions and networks, especially those under the UNESCO/IHP and WMO auspices.
- To undertake capacity-building on integrated water and agriculture management within the African region at institutional, professional and educational level including awareness-raising activities to the general public and to specific targeted audiences;
- To seek and respond to invitations to cooperation with international institutions and centres and to advance and keep up-dated information and methodology in the field of shared groundwater management. The Centre will put particular emphasis on developing countries, in order to support sustainable utilisation and management of the groundwater resources, to promote the role of groundwater in integrated water resources planning and to elucidate climate change adaptation measures, and drought and floods mitigation.

2. The Centre shall pursue the above objectives and perform the above-mentioned functions in close coordination with the Organization's programmes on water resources.

3. The Centre's capability to perform the above functions will depend on the extent to which international and regional support can be mobilised.

Article 8

Governing Board

The Centre shall be guided and supervised by a Governing Board composed of:

1. Permanent members as follows:

- a) The Secretary of the General Peoples Committee for agriculture, animal, wealth and marine resources or his/her representative ;
- b) The Secretary of the General People's Committee for education (to which the UNESCO National Commission reports) or his/her representative;
- c) A representative of the Sector of Scientific Research reporting directly to the Cabinet;
- d) The Director-General of the General Water Authority or his/her representative;
- e) A representative of the Great Man Made River Authority;
- f) A representative of the Director-General of UNESCO.

2. Temporary members as follows: according to the decision of the representatives of the Governing Board a seat shall be accorded to a limited number of Member States from the region who have sent notification to the Director-General of UNESCO and who make a substantial contribution to the annual budget or running of the Center.

3. 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 Center, including the staffing table;
- c) examine the annual reports submitted by the Director of the Centre;
- d) issue the rules and regulations and determine the financial, administrative and personnel management procedures of the Centre;
- e) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

4. 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.

5. The Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Libyan Jamahiriya and UNESCO.

6. The Chairperson of the Governing Board will be the representative of the Minister of Agriculture.

7. The Governing Board shall establish the term and the indicators for the evaluation of the Centre and appoint the evaluators

Article 9 Executive Committee

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

Article 10 Technical Advisory Committee

1. The Governing Board will request for technical advice to a Technical Advisory Committee (TAC).

2. The TAC will be composed of:

- (a) six members selected in representation of the IHP National Committees of the region. They will be identified by the IHP Council and appointed every 4 years on a rotational basis by the Governing Board.
- (b) representatives of other Member States and international experts shall also be invited. They will be identified from the UNESCO IHP Shared Aquifer Resources Management (ISARM) project network. Representatives of relevant national, regional, international institutions, associations and water related UN agencies can also be invited.

The regional representatives will be identified by UNESCO's IHP Council through their respective UNESCO IHP National Committees and shall be appointed for a period of four years on a rotational base by the Governing Board. The six regional representatives will contribute in identifying regional and local activities that may deem the Centre expertise. When needed the representatives of the other national, regional, International Institutions will be invited by the Director of the Centre in consultation with the Governing Board to receive advice 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.

Article 11 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 UNESCO Director-General.
3. The other members of the Secretariat may comprise:
 - (a) members of UNESCO's staff who would be 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 may be made available to the Centre, as provided by the Government's regulations.

Article 12 Duties of the Director

The Director shall discharge the following duties:

- (a) direct the work of the Centre in conformity with 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 for the Governing Board and submit to it any proposals that he or she may deem useful for the administration for the Centre;
- (d) prepare reports on the Centre's activities to be submitted to the Governing Board;
- (e) represent the Centre in law and in all civil acts.

Article 13
Contribution of UNESCO

1. UNESCO shall 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, UNESCO's IHP may collaborate with the Centre for the implementation of IHP ISARM Project in the region and agreed water-resources activities of relevance to the IHP 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.
6. UNESCO may only contribute financially to concrete activities of the Centre if those are deemed in line with UNESCO's IHP programme priorities. UNESCO will not provide financial support for administrative or institutional purposes.

Article 14
Contribution of the Libyan Jamahiriya

The Libyan Jamahiriya shall provide all the resources either financial or in kind, needed for the administration and proper functioning of the centre. The Libyan Jamahiriya shall provide financial resources for the implementation of the programme and the activities of the Centre. The Libyan Jamahiriya shall entirely assume the maintenance of the premises and make available the administrative and technical staff necessary for the performance of its functions.

Article 15
Other conditions

1. Assistance by the Organization shall not preclude the Libyan Jamahiriya 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 Libyan Jamahiriya shall inform and consult the Organization regarding assistance described in the preceding paragraph.

Article 16 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 17 Evaluation

1. UNESCO and the Libyan Jamahiriya jointly and/or separately 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 UNESCO
- whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.

2. UNESCO and the Libyan Jamahiriya shall agree to submit to the Governing Board of the centre, at the earliest opportunity, a report on any evaluation.

3. Each of the contracting parties shall reserve the option of denouncing this Agreement or of requesting a revision of its contents, following the results of an evaluation.

Article 18 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 UNESCO's logo or a version thereof on its letter headed paper and documents in accordance with the conditions established by the governing bodies of the UNESCO.

Article 19 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 country 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 20
Duration

This agreement is concluded for a period of 10 years as from its entry into force, and may be tacitly renewed.

Article 21
Final clauses

1. Notwithstanding the above, both UNESCO and the Libyan Jamahiriya shall be entitled to denunciate this Agreement unilaterally 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.

2. This Agreement may be revised by consent between the Libyan Jamahiriya and UNESCO


3. Any dispute between UNESCO and the Libyan Jamahiriya 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 3 members, one of whom shall be appointed by a representative of the Libyan Jamahiriya, 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. The Tribunal's decision shall be final.

4. The obligations entered into by UNESCO and the Libyan Jamahiriya under this Agreement shall be respected beyond the term of the Agreement in as much 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 WITNESS WHEREOF, the undersigned have signed this Agreement.

Done in Tripoli on 27 December 2007, in two original copies in the English and Arabic languages.

For the Great Socialist Popular
Libyan Arab Jamahiriya:


Koichiro Matsuura
Director General

For the United Nations Educational,
~~Scientific and Cultural Organization~~



Dr. Abu-Bakr Al-Mansouri
Secretary of the General People's Committee
for Agriculture, Animal Wealth and Marine
Resources