

**AGREEMENT BETWEEN**  
**THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL**  
**AND THE**  
**UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL**  
**ORGANIZATION (UNESCO)**

**CONCERNING THE ESTABLISHMENT AND OPERATION OF**  
**HIDROEX – INTERNATIONAL CENTRE FOR EDUCATION, CAPACITY-BUILDING**  
**AND APPLIED RESEARCH IN WATER UNDER THE AUSPICES OF UNESCO**

The Government of the Federative Republic of Brazil, hereinafter the “Government” and the United Nations Educational, Scientific and Cultural Organization, hereinafter “UNESCO”, all of them hereinafter “the Parties”,

Considering that the International Hydrological Programme (IHP) of UNESCO constitutes the framework for cooperation between the Government and UNESCO regarding water management and sciences,

Considering the deliberations of the Intergovernmental Council of the International Hydrological Programme (IHP), the Executive Board, and the General Conference related to the establishment of the HidroEx – International Centre for Education, Capacity-Building and Applied Research in Water, hereinafter “the Centre”,

Considering that the Director-General has been authorized by the General Conference in its resolution to conclude with the Government of the Federative Republic of Brazil an agreement in conformity with the draft which was submitted to the General Conference, which defines the terms and conditions governing the collaboration between UNESCO and the Government concerned in relation to the Centre.

Have agreed as follows:

**ARTICLE 1**

**Purpose of the Agreement**

The purpose of this agreement is to define the terms and conditions governing the collaboration between UNESCO and the Government concerned, in relation to the establishment of the Centre, as well as to define the corresponding rights and obligations stemming therefrom for the Parties.

**ARTICLE 2**

**Establishment**

The Government shall take, through the State of Minas Gerais, in the course of the years 2009 and 2010, any measures that may be required, according to its laws and regulations, for setting up the Centre in Frutal, State of Minas Gerais, Brazil.

### **ARTICLE 3**

#### **Participation**

1. The Centre shall be an autonomous institution at the service of Member States and Associate Members of UNESCO that, 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 the Director-General of UNESCO notification to this effect. The Director-General shall inform the Centre and the Member States mentioned above of the receipt of such notifications.

### **ARTICLE 4**

#### **Juridical personality**

The Centre shall enjoy on the territory of Brazil 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;
- to bind;
- to hold rights;
- to appear in court.

### **ARTICLE 5**

#### **Constitution**

The Constitution of the Centre must include the following provisions:

- (a) 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 carry out the acquisition of all means required;
- (b) a governing structure for the Centre allowing UNESCO representation within its governing bodies.

### **ARTICLE 6**

#### **Objectives and functions**

The objectives of the Centre shall be to:

- strengthen excellence in applied research in the management of water resources;
- develop and apply appropriate education tools, for different communities, aimed at improving the use of water resources;

- build capacities for technicians and professionals related to water;
- contribute to the achievement of the United Nations Millennium Development Goals and the implementation of the International Hydrological Programme priorities;
- further develop partnerships and networks focusing on capacity-building, education and research within the field of action of the Centre, with an emphasis on South-South and North-South collaboration;
- encourage entrepreneurship in an academic setting in line with the objectives of the Centre and its institutional partners.

The functions of the Centre shall be to:

- implement and manage an information centre and clearing house, comprising an Internet portal and library, focusing on water management practices, available technologies and applied research;
- provide education for the non-formal sector, with an emphasis on the involvement of stakeholders in decision-making processes and the role of water in achieving sustainable development;
- strengthen institutions through capacity-building, research and partnership development;
- develop and contribute to institutional networks;
- contribute to national and international associations and fora;
- provide technical and scientific support to the Brazilian Water Resources Management System and the Brazilian Water Resources Policy;
- provide advice to policy-makers, communities and professionals;
- provide consultancy services in its field of technical expertise including applied research.

## ARTICLE 7

### Governing Board

1. The Centre shall be guided and supervised by a Governing Board having one third of its membership renewed every year and composed of:
  - (a) one representative of UNESCO designated by its Director-General;
  - (b) three (3) representatives from Member States of UNESCO designated by the IHP Council;
  - (c) one (1) representative of the Brazilian Government;
  - (d) one (1) representative of the State of Minas Gerais;
  - (e) one (1) representative of the Brazilian Water Agency (Agência Nacional de Águas – ANA);
  - (f) a representative of the Water Management Institute of Minas Gerais (Instituto Mineiro de Gestão das Águas – IGAM);
  - (g) two (2) representatives of agencies, institutions and/or private sector.

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 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.

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 summoned by the Chairperson, either on his/her own initiative or at the request of the Director-General of UNESCO or of 8 (eight) of its members.

4. The Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government of Minas Gerais State and UNESCO.

## **ARTICLE 8**

### **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 fixes, such powers as it deems necessary.

## **ARTICLE 9**

### **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) any person appointed by the Director, in accordance with the procedures laid down by the Governing Board;
- (b) government officials who would be made available to the Centre, as provided by government regulations;
- (c) members of UNESCO's staff who would be temporarily detached and made available to the Centre, as provided for by UNESCO's regulations and by the decisions of its governing bodies.

## **ARTICLE 10**

### **Duties of the Director**

The Director shall carry out the following duties:

- (a) to implement the Centre's activities in accordance with the programmes and guidelines established by the Governing Board, and by administering the necessary resources;
- (b) to propose to the Governing Board the draft work plan and budget for the operation of the Centre;
- (c) to prepare the provisional agenda of the Governing Board meetings and to present any proposals deemed useful for the administration of the Centre;
- (d) to prepare the Centre's activity report, and to present it to the Governing Board;
- (e) to represent the Centre in law and in all civil acts.

## **ARTICLE 11**

### **Contribution of UNESCO**

1. UNESCO shall provide technical assistance to specific projects and activities, according to the goals and strategic objectives of the Organization.
2. UNESCO shall:
  - (a) provide the assistance of its experts in the specialized fields of the Centre;
  - (b) on a temporary basis, second members of its staff, upon authorization by the Director-General of UNESCO, when proven to be necessary for the implementation of a joint activity or project in a priority field approved by UNESCO's governing bodies;
  - (c) 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 above-mentioned circumstances, UNESCO's contribution shall be provided for in its regular programme and budget.

## **ARTICLE 12**

### **Contribution of the Government**

1. The Government shall take, through the State of Minas Gerais, all necessary steps to ensure that the Centre will have the necessary resources, either financial, material or human, to allow its functioning.
2. The Government, through the State of Minas Gerais, shall make available to the Centre the facilities necessary to fulfil its objectives and functions.
3. The Government, through the State of Minas Gerais, shall entirely assume the maintenance of the premises of the institution as a category 2 centre under the auspices of UNESCO.
4. The Government, through the State of Minas Gerais, shall earmark the resources necessary for the running costs of the Centre.

5. The Government, through the State of Minas Gerais, shall make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise, at least: 1 Director; 1 Deputy-Director; managers; professors to attend to nine competencies: biology (limnology), geology, hydrology, cartography, agronomy (irrigation), economy, chemistry, pedagogy and water legislation; assessors and technicians.

## **ARTICLE 13**

### **Privileges and immunities**

The Government shall apply to the international staff and the experts of UNESCO the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947. These privileges and immunities shall not be applied to the Brazilian staff hired by or collaborating with the Centre.

## **ARTICLE 14**

### **Responsibility**

As the Centre shall be legally separate from UNESCO, the latter shall not be legally responsible for it and shall bear no liabilities of any kind, be they administrative, financial or otherwise, with the exception of the provisions laid down in this Agreement.

## **ARTICLE 15**

### **Evaluation**

1. UNESCO and the Government of the Federative Republic of Brazil may, at any time, and upon previous notification to the Centre, carry out an evaluation of the activities of the Centre in order to establish:

- (a) whether the Centre makes an important contribution to the strategic goals of UNESCO and the Government of the Federative Republic of Brazil; and
- (b) whether the activities carried out effectively by the Centre are in conformity with those set out in this Agreement.

2. UNESCO and the Government of the Federative Republic of Brazil shall agree to mutually submit to each other, when possible, a report on any evaluation carried out.

3. UNESCO and the Government of the Federative Republic of Brazil shall reserve the right to denounce this Agreement or request a revision of its contents, following the results of an evaluation.

## **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 letter-headed paper and documents in accordance with the conditions established by the governing bodies of UNESCO.

## **ARTICLE 17**

### **Duration**

This Agreement shall be valid for a period of six (6) years as from its entry into force, and may be renewed by tacit agreement through extensions for equivalent six (6) year periods, unless one of the Parties notifies the other in writing 60 days prior to the expiration date of its decision to denounce the Agreement.

## **ARTICLE 18**

### **Entry into force**

This Agreement shall enter into force upon meeting the formalities required to that effect by the domestic law of the Federative Republic of Brazil and by UNESCO's internal regulations. The date of receipt of the notification to this effect by the Director-General of UNESCO shall be deemed to be the date of entry into force of this Agreement.

## **ARTICLE 19**

### **Denunciation**

1. Each of the Parties shall be entitled to denounce the Agreement unilaterally.
2. The denunciation shall take effect within sixty (60) days following receipt of the notification sent by one of the Parties to the other Party.

## **ARTICLE 20**

### **Revision**

This Agreement may be revised when UNESCO and the Government of the Federative Republic of Brazil so agree. Agreed modifications shall enter into force as provided under Article XVIII of this Agreement.

## **ARTICLE 21**

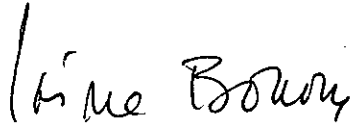
### **Settlement of disputes**

Any dispute arising between the Parties concerning the interpretation or application of this Agreement shall be settled through direct negotiations among the Parties. Any dispute not settled through direct negotiations shall be submitted for its definitive settlement to an arbitration tribunal composed of three arbitrators designated jointly by UNESCO and the Government of the Federative Republic of Brazil. If an agreement is not reached by the Parties on the nomination of

these three, the appointment shall be made by the President of the International Court of Justice. The decision of the Tribunal shall be final.

IN WITNESS WHEREOF, the undersigned representatives, duly authorized to do so, sign the original copies of this Agreement, in English, Spanish and Portuguese, all versions being equally authentic.

  
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For the Government of  
the Federative Republic of Brazil

  
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For the United Nations Educational,  
Scientific and Cultural Organization



