AGREEMENT BETWEEN

THE INCORPORATED ADMINISTRATIVE AGENCY PUBLIC WORKS RESEARCH INSTITUTE (PWRI)

AND

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO)

CONCERNING THE OPERATION OF THE INTERNATIONAL CENTRE FOR WATER HAZARD AND RISK MANAGEMENT (ICHARM) UNDER THE AUSPICES OF UNESCO

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "the Organization") and the Incorporated Administrative Agency Public Works Research Institute (hereinafter referred to as "the PWRI"),

HAVE AGREED AS FOLLOWS:

Article 1 Operation

The PWRI, which enjoys on the territory of Japan the personality and legal capacity for the exercise of its functions, shall take appropriate measures that may be required for the operation of the International Centre for Water Hazard and Risk Management (hereinafter referred to as "the Centre"), to be established as an integral part of the PWRI in Tsukuba City, Ibaraki Prefecture, Japan as provided for under this Agreement.

Article 2 Advisory Board

- 1. The Advisory Board for the Centre shall be established. Six members of the Advisory Board shall be elected by the IHP Intergovernmental Council, while other members (no more than seven) shall be appointed by the Chief Executive of the PWRI. A representative of the Director-General of the Organization should be included in the Advisory Board as a full member.
- 2. The functions of the Advisory Board shall be:
 - (a) to advise on the draft work plan and budget submitted by the Director of the Centre;

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- (b) to examine and advise on the reports submitted by the Director of the Centre.
- 3. The Chief Executive of the PWRI is responsible for making a final decision on the work plan and budget based on the advice from the Advisory Board.
- 4. The Advisory Board shall meet once every two years and when necessary.
- 5. The Centre shall function as a secretariat of the Advisory Board.

Article 3 Staff

- 1. The Centre shall consist of a Director and staff necessary for the activities of the Centre.
- 2. The Director shall be appointed by the Chief Executive of the PWRI in consultation with the Director-General of the Organization and direct the work of the Centre.
- 3. The Centre's staff include:
 - (a) the members employed by the Chief Executive of the PWRI;
 - (b) researchers or professionals appointed and/or invited by the Chief Executive of the PWRI to contribute to the Centre's activities.

Article 4 Financial arrangement

- 1. The Centre's resources shall derive from sums allotted by the PWRI, from such contributions as it may receive from other governmental or intergovernmental organizations or any non-governmental organization, and from payments for services rendered.
- 2. The Centre may receive gifts and legacies.

Article 5 Contribution of the PWRI

The PWRI shall:

- (a) cover the core part of salaries and compensations of the staff including the Director and the core part of funds necessary for the implementation of studies, training and information networking activities, complemented by the contributions from other sources, as mentioned in Article 4;
- (b) provide the Centre with appropriate office space, equipment and facilities;
- (c) cover the communication, utilities and maintenance costs of the Centre, plus the expenses of holding the sessions of the Advisory Board.

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Article 6 Contribution of the Organization

- 1. The Organization shall provide technical and administrative assistance for the establishment and operation of the Centre, including assistance in the formulation of the short-term, mid-term and long-term programmes of the Centre.
- 2. In conformity with the relevant policies of the Intergovernmental Council of the IHP, the Organization may delegate to the Centre the execution of water-related hazards and its(/their) risk management activities and may provide support within the framework of each regular biennial programme and budget, particularly to reinforce its start-up period.
- 3. The Organization shall introduce the Centre to the international governmental and non-governmental financial entities, as well as Member States of the Organization and encourage them to provide financial and technical assistance and to propose applicable projects to the Centre and shall facilitate the contacts with other international organizations relevant to the functions of the Centre.
- 4. The Organization shall provide the Centre with IHP publications and other pertinent material and shall disseminate information on the activities of the Centre via the IHP website and other mechanisms at its disposal.
- 5. The Organization shall participate, when appropriate, in the scientific, technical and training meetings held by the Centre.

Article 7 Evaluation

- 1. The Organization may undertake an evaluation of the activities of the Centre after the decisions of the Executive Board of the Organization, in order to verify:
 - (i) whether the Centre contributes to the strategic objectives of the Organization;
 - (ii) whether the activities of the Centre are in conformity with those that are described in the present Agreement.
- 2. The Organization shall notify the PWRI of undertaking the evaluation at least one month in advance.
- 3. The Organization shall provide a copy of the evaluations undertaken to the PWRI within a reasonable period of time.

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Article 8 Use of the name and logo of the Organization

The PWRI shall ensure that the Centre does not use the name and logo of the Organization except as authorized by the Executive Board of the Organization's decisions granting the Organization's auspices.

Article 9 Final clauses

- 1. The present Agreement shall enter into force upon its signature by the PWRI and the Organization. It shall remain in force until the end of the fifth year following the signature of the present Agreement and may be renewed for a similar period as agreed upon between the PWRI and the Organization.
- 2. The present Agreement may be revised by agreement between the PWRI and the Organization, with the concurrence of the Government of Japan.
- 3. Either party shall have the right to terminate the present Agreement by giving six months' prior written notice to the other party.

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IN FAITH WHEREOF, the undersigned representatives, duly authorized, have signed the present Agreement in two copies.

DONE in Paris, in the English language, on this third day of March 2006.

For the United Nations Educational,

Scientific and Cultural Organization

Koïchiro Matsuura

Director General

For the Incorporated Administrative Agency Public Works Research Institute

7. Salvano

Tadahiko Sakamoto

Chief Executive