

AGREEMENT BETWEEN
THE GOVERNMENT OF JAPAN
AND

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

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

The Government of Japan (hereinafter referred to as "the Government") and the United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "the Organization"),

HAVE AGREED AS FOLLOWS:

Article 1
Establishment

The Government agrees to take appropriate measures, in accordance with laws and regulations of Japan, that may be required for the setting up of the International Centre for Water Hazard and Risk Management in Japan (hereinafter referred to as "the Centre") as provided for under this Agreement.

Article 2
Participation

1. The Government agrees to take appropriate measures, in accordance with its laws and regulations, which may be required for the Public Works Research Institute (hereinafter referred to as "the PWRI") to operate the Centre under the Agreement between the PWRI and the Organization, as may be amended by mutual agreement.
2. The Centre shall be an integral part of the PWRI, which enjoys on the territory of Japan the personality and legal capacity necessary for the exercise of its functions in accordance with laws and regulations of Japan, and shall serve Member States of the Organization that may, due to their problems on water-related hazards and their risk management, desire to cooperate with the Centre.


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Article 3
Objective and Functions

1. The objective of the Centre is to conduct research, capacity-building and information networking activities in the field of the water-related hazards and their risk management at the local, national, regional and global level in order to prevent and mitigate their impacts with a view of sustainable and integrated river basin management.

2. In order to achieve the above objective, the functions of the Centre shall be:
 - (a) to promote scientific research and undertake effective capacity-building activities at institutional and professional levels;
 - (b) to create and reinforce networks for the exchange of scientific, technical and policy information among institutions and individuals;
 - (c) to develop and coordinate cooperative research activities, taking advantage particularly of the installed scientific and professional capacity of the relevant International Hydrological Programme (hereinafter referred to as "IHP") networks, World Water Assessment Programme, International Flood Initiative/Programme and the relevant programmes of non-governmental organizations and involving international institutions and networks under those auspices;
 - (d) to conduct international training courses especially for the practitioners and researchers of the world;
 - (e) to organize knowledge and information transfer activities including international symposia or workshops, and to engage in appropriate awareness-raising activities targeted at various audiences including the general public;
 - (f) to develop a strong programme of information and communication technology;
 - (g) to provide technical consulting services; and
 - (h) to produce technical publications and other media items related to the activities of the Centre.

3. The Centre shall pursue the above objective and functions in close coordination with the IHP of the Organization.


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Article 4 Advisory Board

The Government and the Organization recognize that the following provisions are included in the Agreement between the PWRI and the Organization:

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; and
 - (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 5 Staff

The Government and the Organization recognize that the following provisions are included in the Agreement between the PWRI and the Organization:

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 includes:
 - (a) the members employed by the Chief Executive of the PWRI; and
 - (b) researchers or professionals appointed and/or invited by the Chief Executive of the PWRI to contribute to the Centre's activities.

Article 6
Financial Matters

1. The Government shall take appropriate measures, in accordance with its laws and regulations, which may be required for the Centre to receive adequate funds.
2. The Government and the Organization recognize that the following provision is included in the Agreement between the PWRI and the Organization:

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 organizations, and from payments for services rendered.

Article 7
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 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 8
Final Clauses

1. The present Agreement shall enter into force upon its signature by the Government 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 Government and the Organization.

2. The present Agreement may be revised by agreement between the Government and the Organization.

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.

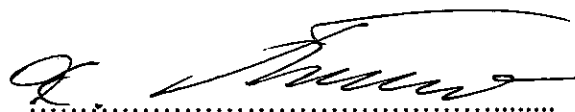
DONE in Paris, in the English language, on this third day of March 2006.



For the Government of Japan

Teiichi Sato

Ambassador Extraordinary and
Plenipotentiary
Permanent Delegate of Japan to UNESCO



For the United Nations Educational,
Scientific and Cultural Organization

Koichiro Matsuura

Director General