

**AGREEMENT**

**BETWEEN**

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

**AND**

**THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN**

**REGARDING THE CONTINUED OPERATION OF  
THE REGIONAL CENTRE ON URBAN WATER MANAGEMENT  
(RCUWM-Tehran)**

## AGREEMENT

Between

THE UNITED NATIONS  
EDUCATIONAL, SCIENTIFIC  
AND CULTURAL  
ORGANIZATION

and

THE GOVERNMENT OF THE  
ISLAMIC REPUBLIC OF IRAN

Regarding

### THE CONTINUED OPERATION OF THE REGIONAL CENTRE ON URBAN WATER MANAGEMENT (RCUWM-Tehran)

WHEREAS the General Conference, at its 31<sup>st</sup> session, decided that the Regional Centre on Urban Water Management (RCUWM-Tehran), hereinafter called "the Centre", would be established in the Islamic Republic of Iran under the auspices of the United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO"),

WHEREAS UNESCO and the Government of the Islamic Republic of Iran (hereinafter called "the Government") signed the agreement for the establishment of the Centre in Tehran on 16 February 2002, which remained in force until the end of 2007 and that is renewable for a similar period as agreed by the parties,

BEARING IN MIND that the Centre has operated ever since with the full support of the Government of the Islamic Republic of Iran that took a number of effective measures and steps to ensure the necessary infrastructure and facilities for the Centre and that stands ready to contribute further to the continued operation of the Centre in its territory,

NOTING that at the end of 2007 an evaluation of the Centre was conducted by a team of independent experts under the oversight of UNESCO, having found that the Centre has performed satisfactorily, positively contributing to UNESCO's strategic programme objectives and that it has made good progress in meeting its objectives and functions, recommending that the agreement between UNESCO and the Government of the Islamic Republic of Iran be extended for an additional 5-year period,

DESIROUS of renewing the status of the Centre as a category II centre under the auspices of UNESCO until the end of 2013 and defining the terms and conditions governing the operation of the Centre, as well as the support that it shall be granted under the principles and guidelines adopted by the General Conference at its 34th session (34C/Resolution 90) and the Executive Board at its 181st session (181 EX/Decision 16 and document 181 EX/66 Add. Rev.),

NOW THEREFORE, UNESCO and the Government hereby agree as follows:

## **Article I Operation**

The Government agrees to take any measures that may be required for the continued operation of the Regional Centre on Urban Water Management (RCUWM-Tehran), hereinafter called "the Centre", as a category 2 Centre under the auspices of UNESCO in Tehran, as provided for under this Agreement.

## **Article II Participation**

1. The Centre shall be an autonomous institution at the service of Member States of UNESCO that by their geographical proximity to the Centre and nature of their urban water problems, desire to cooperate with the Centre through their National Committees for the International Hydrological Programme.
2. Member States of UNESCO wishing to participate in the Centre's activities, as provided for under this Agreement, shall send to the Centre notification to this effect, as well as the designation of the national water-related body which shall be competent to represent the Member State. The Director of the Centre shall receive the notifications and inform the parties to the Agreement and Member States of the receipt of such notifications.

## **Article III Juridical Personality**

The Centre shall enjoy on the territory of the Islamic Republic of Iran the personality and legal capacity necessary for the exercise of its functions, in particular the capacity:

- to contract;
- to institute legal proceedings; and
- to acquire and dispose of movable and immovable property.

## **Article IV 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 V Objectives and Functions**

1. The objectives of the Centre are:

- a) To generate and provide scientific and technical information on urban water management issues in the region, which will allow the formulation of sound policies leading to sustainable and integrated urban water management at the local, national and regional levels;

- b) To promote research on urban water management issues through regional cooperative arrangements using and strengthening local capabilities and involving international institutions and networks, in particular those under UNESCO-IHP auspices;
  - c) To undertake within the region effective capacity-building activities at institutional and professional levels, and awareness raising activities targeted at various audiences, including the general public;
  - d) To enhance cooperation with international institutions in order to advance knowledge in the field of urban water management.
2. The functions of the Centre shall be:
- a) To promote scientific research on the issues and problems related to urban water management of the region;
  - b) To create and reinforce networks for the exchange of scientific, technical and policy information on urban water issues among the institutions and individuals in the region and in other countries;
  - c) To develop and coordinate cooperative research activities on urban water management issues, taking advantage particularly of the installed scientific and professional capacity of the region and of the relevant UNESCO-IHP networks and non-governmental organizations;
  - d) To organize knowledge and information transfer activities on the subject, including international training courses, symposia or workshops, and to engage in appropriate awareness raising activities;
  - e) To develop a strong program of information and communication technology to further the Centre's objectives;
  - f) To provide technical consulting and advisory services in the region and beyond as required;
  - g) To produce technical publications and other media items related to the activities of the Centre.
3. The Centre shall pursue the above objectives and functions in close coordination with the International Hydrological Programme of UNESCO.
4. The Centre's capability to carry out the above functions will depend upon the extent to which international support can be mobilized.

**Article VI**  
**Governing Board**

1. The Centre shall be administered by a Governing Board composed of:
- a) A representative of the Government;

- b) A representative of each of the other Member States that have sent to the Centre notification, as provided for under Article II, paragraph 2, above;
  - c) A representative of the Director-General of UNESCO;
  - d) A representative of any other intergovernmental organization or international non-governmental organization making a substantial contribution to the operating budget or running of the Centre and accorded a seat by a decision of the Governing Board.
2. The Minister of Energy of the I.R. of Iran or the person he/she designates shall be the representative of the Government, who shall also be the Chairperson of the Governing Board.
  3. The Governing Board shall:
    - a) Approve the long-term and medium-term programmes of the Centre;
    - b) Approve the annual work plan of the Centre, including the staffing table;
    - c) Examine the annual reports submitted by the Director of the Centre, including a biennial self-assessment of the Centre's contribution to UNESCO's programme objectives;
    - d) Adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of the country;
    - 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 once a year; it shall meet in an extraordinary session if summoned by the Chairperson, either on his own initiative, on that of the Director-General of UNESCO, or at the request of at least half of its members.
  5. The Governing Board shall adopt its own rules of procedure. For the first meeting the procedures shall be established by the representative of the Government and UNESCO.

#### **Article VII 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 agreement with the Director-General of UNESCO.
3. The other members of the Secretariat may comprise of:
  - a) Members of UNESCO's staff who would be made available to the Centre, as provided for by UNESCO's regulations;

- b) Any person appointed by the Director, in accordance with the procedures laid down by the Governing Board;
- c) Government officials who would be made available to the Centre, as provided by Government's regulations.

**Article VIII  
Duties of the Director**

The Director shall discharge the following duties:

- a) Direct the work of the Centre in conformity with the programmes and directives established by the Governing Board;
- b) Propose the draft plan and budget to be submitted to the Governing Board for approval;
- c) Prepare the provisional agenda for the sessions of the Governing Board and submit to it any proposals that he may deem useful for the administration of 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 IX  
Financial Arrangements**

1. UNESCO shall have no financial obligations or accountability for the operations, management and accounting by the Centre and shall not provide financial support for administrative or institutional purposes.
2. The Centre may, with the approval of the Government Board, receive gifts and legacies.

**Article X  
Contribution of the Government**

1. The Government shall cover the salaries and compensations of the Secretariat staff, including the Director, and make available to the Centre the necessary staff.
2. The Government shall provide the Centre with appropriate office space, equipment and facilities.
3. The Government shall cover the communication, utilities and maintenance costs of the Centre, plus the expenses of holding the sessions of the Governing Board and the meetings of the Consultative Group.
4. The Government shall contribute funds toward the implementation of studies, training, and publication activities, complementing the contributions from other sources.

**Article XI**  
**UNESCO's Contribution**

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of the Centre, in accordance with the strategic goals and objectives of UNESCO by:
  - a) Providing the assistance of its experts in the specialized fields of the Centre; (and/or)
  - b) Engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; (and/or)
  - c) Seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity/project within a strategic programme priority area.
2. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO's programme and budget, and UNESCO will provide Member States with accounts relating to the use of its staff and associated costs.

**Article XII**  
**Responsibility**

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 XIII**  
**Evaluation**

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to check:
  - a) Whether the Centre makes an important contribution to the strategic goals of UNESCO;
  - b) 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. UNESCO shall reserve the option to denounce this Agreement or amend its contents, following the results of an evaluation.

**Article XIV**  
**Use of UNESCO Name and Logo**

1. The Centre may mention its affiliation with UNESCO. Therefore, it may 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.

**Article 15**  
**Settlement of Disputes**

1. Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement, if it is 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 three members one of whom shall be appointed by the Minister of Energy of the I. R. of Iran, another by the Director-General of UNESCO, and the third, who shall preside over the tribunal, chosen by these two. If the two arbitrators cannot agree on the choice of the third, the appointment shall be made by the President of the International Court of Justice.
2. The Tribunal's decision shall be final.

**Article XVI**  
**Final Clauses**

1. The present Agreement shall come into force upon its signature by the two parties. It shall remain in force until the end of 2013 and may be renewed for a similar period as agreed upon between the Government and UNESCO.
2. The present Agreement may be revised by consent between the Government and UNESCO.
3. Either party shall have the right to terminate this Agreement by giving six months prior written notice to the other Party.

IN WITNESS WHEREOF the undersigned representatives have signed this Agreement,


Done in two original copies in English.

On behalf of the United Nations  
Educational, Scientific and Cultural  
Organization



\_\_\_\_\_  
Irina Bokova  
Director-General

On behalf of the Government of the  
Islamic Republic of Iran

  
\_\_\_\_\_  
Majid Namjoo  
Minister of Energy  
Islamic Republic of Iran

**- 8 JAN 2010**