

DRAFT AGREEMENT

BETWEEN

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

AND

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

REGARDING

THE ASIA PACIFIC CENTRE FOR ECOHYDROLOGY (APCE) IN INDONESIA

UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

The Government of the Republic of Indonesia

and

The United Nations Educational, Scientific and Cultural Organization,

Hereinafter referred as the "Parties",

Recalling resolution XVI-3 of the UNESCO intergovernmental Council of the International Hydrological Programme (IHP) in September 2004, welcoming the proposal to establish the Asia Pacific Centre for Ecohydrology (APCE), in Cibinong, Republic of Indonesia, under the auspices of UNESCO,

Recalling that the Director-General has been authorized by the General Conference (Resolution 35 C/29) to conclude with the Government of the Republic of Indonesia an Agreement in conformity with the draft that was submitted to the General Conference,

Considering 37 C/Resolution 93 by which the General Conference approved a new integrated comprehensive strategy for Category 2 Institutes and centres, and requested the Director-General to apply this strategy to any renewals of existing agreements, and

Having regard to (Decision..) of the UNESCO Executive Board, concerning the renewal of the Centre.

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
2. The "Government" means the Government of the Republic of Indonesia"
3. "LIPI" means the "Indonesian Institute of Sciences" designated by the Government to represent the Government for the implementation of this Agreement.
4. "Centre" means the Asia Pacific Centre for Ecohydrology (APCE), in Cibinong, Indonesia, which was established in 2011 and has been granted the status of a category 2 centre under the auspices of UNESCO.
5. "UNESCO-IHP" means the International Hydrological Programme of UNESCO.

Article 2 – Operation of the Centre

The Government agrees to take, through LIPI, in the course of the year XXXX, any measures that may be required for the operation of the Centre in Indonesia as provided for under the present Agreement.

Article 3 – Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the Government concerned and also the rights and obligations stemming therefrom for the Parties.

Article 4 – Legal status

4.1 The Centre shall be independent of UNESCO.

4.2 The Government shall ensure that the Centre enjoys, within the territory of the Republic of Indonesia, the autonomy necessary to execute its function as well as its capacity to undertake, through LIPI, the following, solely for the purpose of exercising its function:

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

Article 5 – Constitutive Act

The constitutive act of the Centre must include provisions describing precisely:

- (a) the status granted to the Centre as a part of Indonesian Institute of Sciences of the Republic of Indonesia,:
 - i. the capacity necessary to exercise its functions, and
 - ii. terms and condition to receive funds, obtain payments for services rendered, and acquire all means necessary for its functioning, subject to approval by the Government and pursuant to the prevailing laws and regulations of the Republic of Indonesia.
- (b) a governing structure for the Centre allowing UNESCO representation within its governing body.

Article 6 – Functions/objectives

The Centre aims at the following objectives:

- a) promote research in order to better understand the relation and uses between biota and hydrology in the Asia and the Pacific region ;
- b) identify a hierarchy of environmental problems in selected areas associated with ecohydrological processes;
- c) introduce, enrich, and disseminate ecohydrological principles at the national, regional, and international levels;
- d) elaborate better and long-lasting problem-solving approaches in urban areas;
- e) create a platform for the collaboration and exchange of scientific, technical and policy relevant information for ecohydrology;
- f) generate scientific and technical information, as well as a knowledge base related to broad water education;

- g) create a background to transition toward operational procedures aimed at sustainable water resources development, and generate a new way of thinking among water scientists, policy-makers and decision-makers in Asia and the Pacific; and
- h) increase the awareness of people at all levels of the importance of the sustainability of water resources through an ecohydrological approach.

The functions of the Centre are to:

- a) coordinate the implementation of cooperative research projects and studies with central and local governments, as well as the private sector;
- b) build and run networking for information and knowledge exchange;
- c) organize training courses, seminars, workshops and meetings; and
- d) produce publications and disseminate information.

Article 7 – Governing Board

1. The Centre shall be guided and overseen by a Governing Board renewed every 3 years and include:
 - (a) a representative of the Government concerned or his/her appointed representative;
 - (b) representatives of Member State(s), which have sent to the Centre notification for membership, in accordance with the stipulations of article 10, paragraph 2 and have expressed interest in being represented on the Board;
 - (c) a representative of the Director-General of UNESCO.
2. 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;
 - (c) examine the annual reports submitted by the director of the Centre, including a biennial self-assessment reports of the Centre's contribution to UNESCO's programme objectives;
 - (d) examine the periodic independent audit reports of the financial statements of the Centre and monitor the provision of such accounting records necessary for the preparation of financial statements;
 - (e) adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of the Republic of Indonesia;
 - (f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre after the approval by the Government and UNESCO.
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 convened by its Chairperson, either on his/her own initiative or at the request of the Director-General of UNESCO or of the majority 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 and UNESCO.

Article 8 – 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
- (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; and
- (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 9 – Contribution by the Government

1. The Government shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre.

2. The Government undertakes to:

- (a) make available to the Centre its’ premises
- (b) entirely assume the maintenance of the premises and its running costs
- (c) contribute to the Centre the required budget per annum
- (d) make available to the Centre the administrative staff necessary for the performance of its functions

Article 10 – Participation

1. The Centre shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.

2. Member States and Associate Members 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.

Article 11 – Responsibility

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Centre, and shall also not be subject to any legal process, and/or bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

Article 12 – Evaluation

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain:
 - (a) whether the Centre makes a significant contribution to the UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of C/5 document (Programme and Budget), including the two global priorities of UNESCO, and related sectorial or programme priorities and themes;
 - (b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO strategic programme objectives, to be funded by the Government or the Centre.
3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
4. Following the results of an evaluation, each of the Parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 16 and 17.

Article 13 – 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 including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.

Article 14 – Entry into force

This Agreement shall enter into force following its signature by the Government and UNESCO.

Article 15 – Duration

This Agreement is concluded for a period of six years as from its entry into force. The Agreement shall be renewed upon common agreement between Parties once the Executive Board made its comments based on the results of the renewal assessment provided by the Director-General.

Article 16 – Denunciation

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

Article 17 – Revision

This Agreement may be revised by written consent between the Government and UNESCO.

Article 18 – Settlement of disputes

1. Any dispute between UNESCO and the Government 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 Government, 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.

2. The Tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in [...] copies in the English language, on [...]

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For the United Nations Educational,
Scientific and Cultural Organization

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For the Government
of the Republic of Indonesia