

DRAFT AGREEMENT

BETWEEN

THE GOVERNMENT OF URUGUAY

AND

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

REGARDING

**THE CREATION OF THE REGIONAL EXPERIMENTAL CENTER
FOR SANITATION TECHNOLOGIES (CERTS)
AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Government of Uruguay

and

The United Nations Educational, Scientific and Cultural Organization,

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of the establishment of a Regional Experimental Center for Sanitation Technologies (CERTS) in Canelones as a category 2 centre under the auspices of UNESCO.

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of the Oriental Republic of Uruguay an agreement in conformity with the draft that was submitted to the General Conference,

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 Oriental Republic of Uruguay.
3. The “Centre” means the Regional Experimental Center for Sanitation Technologies (CERTS).

Article 2 – Establishment

The Government agrees to adopt, in the course of the year 2019, those measures required for the establishment of a Centre under the auspices of UNESCO, as provided for under this 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, and also the rights and obligations stemming therefrom for the Parties.

Article 4 – Legal status

1. The Centre shall be independent of UNESCO.
2. The Government shall ensure that the Centre enjoys within its territory the necessary functional autonomy, in accordance with the Uruguayan law, for the execution of its activities and the legal capacity in the Oriental Republic of Uruguay:

- to contract;
- to institute legal proceedings;
- 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 legal status granted to the Centre, within the national legal system, the legal capacity necessary to exercise its functions and to receive funds, obtain payments for services rendered, and acquire all means necessary for its functioning;
- (b) a governing structure for the Centre allowing UNESCO representation within its governing body.

Article 6 – Functions and objectives

1. The objectives of the Centre shall be to:

- (a) Develop new knowledge related to low-cost sanitation systems for both, individual and small populations, to contribute improving the quality of life of the society and to achieve the SDG (Sustainable Development Goals), particularly number six, which defines sanitation as a human right.
- (b) Verify and optimize the operation of different low-scale urban effluent treatment technologies to improve the existing sanitation systems in order to widen the coverage.
- (c) Train educators and technicians, from the country and the region, in urban low-cost effluent treatment systems, to cover the demand of sanitation solutions for the population.

2. The functions of the Centre shall focus to the development of projects in three strategic areas:

- a) Research and knowledge: development of research projects related to different technologies (filtrating membranes, biological reactors), verification and optimization of the low-cost technologies (lagoons, wetlands, septic tanks, enzymes, microbial cultures); operation, design, and maintenance of the systems. Certification and validation of effluent treatment technologies.
- b) Technology transfer, training capacities and human resources: organization of courses, exchange activities and technology transfer with research institutions from the region and outside the region. Integrate technicians from enterprises, public institutions and educators. Develop the infrastructure to train postgraduates in technical education institutions.
- b) Coordination of inter-institutional capacities: connect the national and international research and education centres with the companies that offer sanitation services together with the public organizations entitled to apply public policies in this area. Also, bring together institutions, financing opportunities with other related areas of knowledge (economy, society, environment, health).

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 who will chair it;
 - (b) a representative of the Director-General of UNESCO;
 - (c) a representative of the OSE (Obras Sanitarias del Estado), the Uruguayan National Waterworks ;
 - (d) a representative of the Uruguayan Congress of Mayors;
 - (e) two 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.
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, including the staffing table;
 - (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 country;
 - (f) 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 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 of Uruguay 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/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 9 – Contribution by the Uruguayan Government

1. The Government of Uruguay shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre.
2. The Government of Uruguay undertakes to:
 - (a) entirely assume the maintenance of the premises; and
 - (b) make available to the Centre the staff necessary for the performance of its functions, including its Director.

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. The director shall inform the parties to the agreement and other Member States of the receipt of such notifications.

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 sectoral 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 host country or Centre.
3. UNESCO undertakes to submit to the Uruguayan 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 to request that the provisions of this Agreement be reviewed or denounced, in accordance with the provisions of 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 letterheaded 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 Parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of Uruguay and by UNESCO’s internal regulations have been completed. The date of receipt of the last notification shall be deemed to be the date of entry into force of this Agreement.

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. These will come into force in the same way as agreed in Article 14 of this Agreement.

Article 18 – Settlement of disputes

1. Any dispute between UNESCO and the Uruguayan 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 the Uruguayan 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 at [place], on [...], in two originals, in the Spanish and English, both being equally authentic.
In case of divergence in interpretation, the English text shall prevail.

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For the United Nations Educational,
Scientific and Cultural Organization

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For the
Government of Uruguay