

DRAFT AGREEMENT

BETWEEN

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

THE SWEDISH GOVERNMENT,

AND

THE STOCKHOLM INTERNATIONAL WATER INSTITUTE

**CONCERNING THE CONTINUED OPERATION OF
THE INTERNATIONAL CENTRE FOR WATER COOPERATION (ICWC) IN STOCKHOLM
AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Swedish Government,

The Stockholm International Water Institute,

and

The United Nations Educational, Scientific and Cultural Organization,

Hereinafter referred to as the “Parties”,

Having regard to the resolution IHP/IC/XX-6 of the Intergovernmental Council of the Intergovernmental Hydrological Programme (IHP) whereby the Council considers UNESCO’s fundamental role in enhancing international cooperation in the sciences and expanding the knowledge base in the field of freshwater through IHP and through the growing network of category 1 and category 2 water-related centres that provides UNESCO with an increasing capability in this area.

Having regard to 37C/Resolution 30, adopted by the UNESCO General Conference at its 37th session, whereby it approved the establishment of the Centre on Water Cooperation as a category 2 centre under the auspices of UNESCO, in response to the proposal by the Government of Sweden;

Considering that the Director-General had been authorized by the General Conference to conclude the Agreement with the Swedish Government and the Stockholm International Water Institute, which was signed on 25 March 2014 entered into force on 17 September 2014, for a duration of six years and extended until 31 December 2020;

Considering that the Director-General had been authorized by the Executive Board, at its 210th session, to conclude a renewal agreement with the Swedish Government and the Stockholm International Water Institute;

Desirous of defining the terms and conditions governing the framework for the continued operation of 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. In this Agreement, “Government” means the “Government of Sweden”,
3. “Centre” means the “International Centre on Water Cooperation (ICWC)” as a Category 2 Centre under the auspices of UNESCO.
4. “SIWI” means the Stockholm International Water Institute.

Article 2 – Operation

SIWI agrees to take the measures that may be required for the continued operation of the 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 the cooperation between the Government, UNESCO and SIWI regarding the continuation by SIWI of the Centre as a category 2 centre under the auspices of UNESCO.

Article 4 – Legal status

1. The Centre shall be independent of UNESCO.
2. The Government and SIWI shall ensure that the Centre enjoys, in Sweden, the functional autonomy necessary for the execution of its activities and the legal capacity, through SIWI, to:
 - a. contract;
 - b. institute legal proceedings; and,
 - c. acquire and dispose of movable and immovable property.

Article 5 – Constitutive Act

1. SIWI shall ensure that the constitutive act of the Centre includes provisions describing precisely:
 - a. the legal status granted to the Centre, within the national legal system, the legal capacity necessary, through SIWI, 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 board, in accordance with Article 7 hereunder.
2. The Government shall not be responsible for the obligations foreseen in this article.

Article 6 – Functions/Objectives

1. SIWI shall ensure that the functions and main objectives of the Centre's activities, in line with the IHP strategy and contributing to the Sustainable Development Goals (SDGs) of the 2030 Agenda for Sustainable Development, shall be to:
 - a. develop knowledge related to the sustainable management of transboundary waters and the role of such resources as drivers of cooperation between countries sharing them; and,

- b. inform and enhance capacities of targeted audiences on the basis of research accomplished by developing knowledge products such as books, articles, policy proposals and training programmes.
 - c. contribute to the economic development and welfare of developing countries.
2. The activities that will be undertaken to attain the objectives include performing research, capacity building, and training as well as communication of results.
3. The Government shall not be responsible for the obligations foreseen in this article.

Article 7 – Governing Board

1. SIWI shall ensure that the Centre is guided and overseen by a Governing Board renewed every three (3) years, and composed of:
 - a. the Executive Director of SIWI who will act as the Chairperson of the Governing Board;
 - b. a representative of the Government of Sweden or his/her appointed representative;
 - c. a representative of the UNESCO Director-General of UNESCO;
 - d. a representative of Uppsala University;
 - e. up to two (2) representative(s) of other Universities;
 - f. up to three (3) representative(s) of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 11, paragraph 2, hereunder, and have expressed interest in being represented on the Board;
2. The Governing Board shall:
 - a. approve the long-term and medium-term working 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. 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 or her own initiative or at the request of the Director-General of UNESCO or of a majority of its members.
4. The Governing Board shall adopt its own rules of procedure.
5. The Government shall not be responsible for the establishment of the Governing Board.

Article 8 – UNESCO’s contribution

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.

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 – The Government’s Financial Contribution

Provided that the Centre:

1. complies with UNESCO’s strategy for a category 2 centres and institutes,
2. has the functions and objectives set out in article 6,
3. remains a Category 2 Centre during the duration of the Agreement, and
4. uses the Contribution in accordance with OECD DAC’s guidelines for official development assistance (ODA).

The Government shall contribute financially to the running of the Centre with an annual contribution of 2 Million SEK per year for a period of six (6) years starting by 2021. In case the Agreement is terminated at an earlier date, the contribution shall be adjusted to the duration of the Agreement.

Article 10 – SIWI’s contribution

SIWI shall provide in-kind contributions to the running of the Centre for a period of six (6) years. In case the Agreement is terminated at an earlier date, the contribution shall be adjusted to the duration of the Agreement.

Article 11 – 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 12 – 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 13 – Evaluation

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain whether:
 - a. the Centre makes a significant contribution to UNESCO's strategic programme objectives and expected results, aligned with the four-year programmatic period of the C/5 document (Programme and Budget), including the two global priorities of UNESCO and related sectoral or programme priorities and themes; and,
 - b. 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, SIWI or the Centre.
3. UNESCO undertakes to submit to the Government and SIWI, at the earliest opportunity, a report on any evaluation conducted.
4. Following the results of an evaluation, any of the Parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 17 and 18.

Article 14 – 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”. The name of the Centre will be used as follows:

“International Centre for Water Cooperation” (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 15 – Entry into force

This Agreement shall enter into force upon its signature by the Parties. The present Agreement shall replace and supersede the Agreement regarding the Centre signed on 25 March 2014.

Article 16 – Duration

This Agreement is concluded for a period of six (6) years as from its entry into force. The Agreement shall be renewed upon common agreement between the Parties once the Executive Board has made its comments based on the results of the renewal assessment provided by the Director-General.

Article 17 – Denunciation

1. Each of the Parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 90 days following receipt of the notification sent by one of the Parties to the other.

Article 18 – Revision

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

Article 19 – Settlement of disputes

1. Any dispute between UNESCO, the Government and SIWI 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 a sole arbitrator chosen by the Parties to the dispute. Should the Parties not agree on the choice of the arbitrator, 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 three original copies in English language, on

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For the United Nations
Educational,
Scientific and Cultural
Organization

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For the Government
of Sweden

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For the Stockholm
International
Water Institute