

DRAFT AGREEMENT

BETWEEN

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

AND

THE GOVERNMENT OF JAPAN

REGARDING

**THE CONTINUATION, IN JAPAN, OF THE INTERNATIONAL CENTRE FOR WATER
HAZARD AND RISK MANAGEMENT (ICHARM)
(CATEGORY 2) UNDER THE AUSPICES OF UNESCO**

The Government of Japan

and

The United Nations Educational, Scientific and Cultural Organization,

Recalling that the General Conference at its 33rd Session in 2005 approved the establishment of the International Centre for Water Hazard and Risk Management as a category 2 centre under the auspices of the United Nations Educational, Scientific and Cultural Organization, and that the 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 under the Auspices of UNESCO (hereinafter referred to as the “2006 Agreement”) was signed in Paris on 3 March 2006,

Considering that the 2006 Agreement expired at the end of the fifth year following its signature, and that the Agreement between the Government of Japan and the United Nations Educational, Scientific and Cultural Organization (UNESCO) regarding the International Centre for Water Hazard and Risk Management (ICHARM) (Category 2) under the auspices of UNESCO (herein after referred to as the “2013 Agreement “) was signed in Paris on 23 July 2013,

Considering decision 207EX/ xx of the Executive Board of the United Nations Educational, Scientific and Cultural Organization in 2019 by which the Executive Board decided to renew the status of the International Centre for Water Hazard and Risk Management as a category 2 centre under the auspices of UNESCO and authorised the Director-General of the United Nations Educational, Scientific and Cultural Organization to sign the corresponding agreement with the Government of Japan;

Desirous of defining the terms and conditions governing the framework for cooperation between the Government of Japan and the United Nations Educational, Scientific and Cultural Organization that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1
Definitions

In this Agreement,

1. "Government" means the Government of Japan.
2. "UNESCO" means the United Nations Educational, Scientific and Cultural Organization.
3. "Centre" means the International Centre for Water Hazard and Risk Management.
4. "PWRI" means the Public Works Research Institute, Japan.
5. "Contracting Parties" means Government and UNESCO.

Article 2
Continuation

The Centre originally established in 2006 in Japan by the 2006 Agreement shall continue under this Agreement. The Government agrees to take, in the course of the year 2019 and within the limits of the laws and regulations of Japan, appropriate measures that may be required for ensuring the continued functioning of the Centre established in 2006 in Japan, 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 the Government and UNESCO and also the rights and obligations stemming therefrom for the Government and UNESCO, within the limits of the laws and regulations of Japan.

Article 4
Legal Status

1. The Centre shall be independent of UNESCO.
2. The Centre shall be an integral part of PWRI, which enjoys, in accordance with the laws and regulations of Japan, the legal personality and capacity necessary for the exercise of its functions, including the capacity to contract, to acquire and dispose of movable and immovable property, and to institute legal proceedings in relation to the activities of the Centre.

Article 5
Objectives and Functions

1. The objectives of the Centre shall be to conduct research, capacity building, and information networking activities in the field of water-related hazards and their risk management at the local, national, regional, and global levels in order to prevent and mitigate their impacts and thereby contribute to achieving sustainable development in the framework of the 2030 Agenda for Sustainable Development, adopted by the General Assembly of the United Nations on 25 September 2015, promote integrated river basin management, and strengthen resilience to societal and climate changes.
2. In order to achieve the above objectives, the functions of the Centre shall be to:
 - (a) promote scientific research and policy studies and undertake effective capacity-building activities at the institutional and professional levels;
 - (b) create and reinforce networks for the exchange of scientific, technical and policy information among institutions and individuals;
 - (c) develop and coordinate cooperative research activities, taking advantage particularly of the installed scientific and professional capacity of the relevant International Hydrological Programme(IHP) networks, the World Water Assessment Programme, the International Flood Initiative and the relevant programmes of governmental and non-governmental organizations, as well as involving international institutions and networks under those auspices;
 - (d) conduct international training courses and educational programmes, especially for the policy makers, practitioners and researchers of the world;
 - (e) organize knowledge and information transfer activities, including international symposia

or workshops, and engage in appropriate awareness-raising activities targeted at various audiences, including the general public;

- (f) develop a programme of information and communication technology through appropriate data application;
- (g) provide technical consulting services; and
- (h) produce scientific and technological 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 IHP.

Article 6 **Governing Board**

1. The Centre will be guided and overseen by a Governing Board, which will be renewed every three years and will be composed of:

- (a) the President of PWRI, as the Chairperson;
- (b) a representative of the Government or his or her appointed representative;
- (c) representatives of up to three other Member States of UNESCO that have sent to the Centre notification for membership, in accordance with Article 10, paragraph 2, and have expressed interest in being represented on the Board;
- (d) representatives of up to five institutes or organizations relating to the activities of the Centre, who shall be appointed by the Chairperson; and
- (e) a representative of the Director-General of UNESCO;

The Chairperson may invite a representative of the IHP Intergovernmental Council to participate to the Governing Board meetings.

2. The Governing Board shall:

- (a) examine and adopt the long-term and medium-term programmes of the Centre submitted by the Executive Director of the Centre, subject to paragraph 3 below;

- (b) examine and adopt the draft work plan of the Centre submitted by the Executive Director of the Centre, subject to paragraph 3 below;
- (c) examine the annual reports submitted by the Executive Director of the Centre, including 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 as necessary for the preparation of financial statements;
- (e) draw up and adopt any necessary internal regulations of the Centre, based on the relevant legislative and regulatory framework relating to PWRI; and
- (f) decide on the participation of regional intergovernmental organizations, international organizations and other interested institutions in the work of the Centre.

3. The long-term and medium-term programmes, as well as the work plan, of the Centre shall satisfy the relevant legislative and regulatory requirements relating to PWRI; they will also be aligned with UNESCO's strategic programme objectives and global priorities, and conform to the Centre's functions as set out in Article 5.2.

4. The Governing Board shall meet in ordinary session at regular intervals, at least once every Japanese fiscal 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 the majority of its members.

5. The Governing Board shall adopt its own rules of procedure.

Article 7

Staff

1. The Centre shall consist of an Executive Director and staff with experience in research on water hazard and risk management, as well as such staff as is required for the proper functioning of the Centre.

2. The Executive Director shall be appointed by the President of PWRI.

3. The other members of the Centre's staff shall be nominated by the Executive Director for

the appointment by the President of PWRI.

Article 8

Contribution of UNESCO

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) including the Centre in various activities which it implements and in which the participation of the latter seems in conformity with and beneficial to UNESCO's and the Centre's objectives.

2. In all cases listed above, such assistance shall not be undertaken except within 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

The Government undertakes to take appropriate measures in accordance with the laws and regulations of Japan, which may be required for the Centre to receive all the resources, either financial or in-kind, needed for the administration and proper functioning of the Centre. The Centre's resources shall derive from sums allotted by PWRI, from such contributions as it may receive from any governmental, intergovernmental or non-governmental organizations, and from payments for services rendered.

Article 10

Participation

1. The Centre will 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 may send to the Centre notification to this effect. The Executive Director of the Centre shall inform the Government, UNESCO and those Member States that have notified their intention to participate in the Centre's activities 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 UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of the Approved Programme and Budget of UNESCO (C/5 document) including the two global priorities of UNESCO, and related sectoral or programme priorities and themes; and

(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's strategic programme objectives, to be funded by the Centre within annual budgets appropriated thereto and in accordance with the relevant and applicable laws and regulations of Japan.

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 Contracting 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 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 upon signature by the Contracting Parties. It shall supersede the 2013 Agreement.

Article 15

Duration

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

Article 16

Denunciation

1. The Government and UNESCO shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 180 days following receipt of the notification sent by the Government or UNESCO to the other.

Article 17

Revision

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

Article 18

Settlement of Disputes

Any disputes between the Government and UNESCO regarding the interpretation or application of this Agreement shall be resolved through consultations between them.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

DONE in duplicate in Paris, this day of XX, 20XX, in English.

For the Government of Japan:

For the United Nations Educational, Scientific and Cultural Organization: