

DRAFT AGREEMENT

BETWEEN

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

AND

THE GOVERNMENT OF THE REPUBLIC OF POLAND

REGARDING

**THE OPERATION OF THE EUROPEAN REGIONAL CENTRE FOR ECOHYDROLOGY OF THE
POLISH ACADEMY OF SCIENCES (ERCE PAN) IN ŁÓDŹ, POLAND,**

UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO")

and

The Government of the Republic of Poland (hereinafter referred to as the "Government"),

Hereinafter referred as the "Parties",

Whereas the General Conference of UNESCO decided at its 33rd session in 2005 that an European Regional Centre for Ecohydrology would be established in the Republic of Poland under the auspices of UNESCO (33 C/30),

Recalling that the Agreement between the Government of the Republic of Poland and UNESCO concerning the establishment of the Centre (Category 2) under the Auspices of UNESCO was signed on 8 March 2006,

Recognizing the fact that the Centre has, since its establishment in 2006, been playing an active and important role in the field of Ecohydrology with UNESCO, and that it has been contributing to the objectives of UNESCO,

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

In this Agreement:

(a) "Centre" means the European Regional Centre for Ecohydrology of the Polish Academy of Sciences (ERCE PAN) established in 2006 within the Polish Academy of Sciences in Łódź, as a Category 2 Centre, under the auspice of UNESCO.

(b) "IHP" means the Intergovernmental Hydrological Programme of UNESCO.

Article 2

Operation of the Centre

The Government agrees to take in the course of the year 2020 any measures that may be required for the continuation of activity of the Centre, as provided for under the present Agreement and the relevant Polish legislation.

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, in the territory of the Republic of Poland, the functional autonomy necessary for the execution of its activities and the legal capacity to:

- (a) contract;
- (b) institute legal proceedings;
- (c) 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) advance Ecohydrology through scientific research, publications, international cooperation in the context of the United Nations 2030 Agenda for Sustainable Development and its related sustainable development goals (SDGs, in particular SDG6 on water and sanitation);
 - (b) advance international cooperation and contacts and provide a platform for the exchange of scientific information about Ecohydrology and Nature-Based Solutions and Integrated Watershed Management (IWM) between institutions worldwide within the framework of the Intergovernmental Hydrological Programme (IHP) of UNESCO;
 - (c) provide advisory activities, technical information and training as a basis to develop and implement new integrated methods of water restoration and management;
 - (d) develop a network of demonstration sites for the implementation of the Ecohydrology concept to improve water resources quality, create positive socioeconomic feedback and provide relevant ecosystem services;
 - (e) promote advanced scientific research on Ecohydrology and Nature-Based Solutions, monitoring and modelling systems, as well as transfer of knowledge and its implementation in order for water bodies to be ecologically sound, and implement the Water Framework Directive of the European Parliament and of the Council (2000/60/EC), and other EU environment-related legal regulations;
 - (f) promote social awareness-raising within the scope of Ecohydrology application for integrated management of water resources including: society at large, NGOs and governmental institutions at central and regional levels;
 - (g) develop potential and facilities for training, education, dissemination and popularization of scientific achievements.

2. The functions of the Centre shall be to:
 - (a) conduct experimental and theoretical scientific research;
 - (b) conduct education and training courses;
 - (c) participate in the UNESCO-IHP network as a focal point for Ecohydrology in the region and support IHP international activities;
 - (d) create and reinforce institutional and information networks for the exchange of scientific, technical and policy information at the international level;
 - (e) cooperate with government agencies, NGOs, institutions, stakeholders and decision-makers in order to put the results of scientific research into practice;
 - (f) spread ecohydrological knowledge through publications, scientific meetings, seminars, workshops and scientific conferences;
 - (g) promote ecological education and increase public awareness of the links between water systems, biodiversity and sustainable development.
3. The Centre shall pursue the above objectives and perform the abovementioned functions in close coordination with UNESCO-IHP.

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 President of the Polish Academy of Sciences, who shall be the ex-officio Chairperson of the Governing Board;
 - (b) a representative of the Director-General of UNESCO;
 - (c) a representative from the Government of the Republic of Poland;
 - (d) a representative of the Chancellor of the University of Łódź;
 - (e) 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 and follow its own rules of procedure.

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;
- b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations;
- 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 in conformity with the relevant Polish legislation all the resources, either financial or in-kind, required for the administration and proper functioning of the Centre.

2. The Government undertakes to:

- (a) make available to the Centre premises suitable for its activities,
- (b) 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. The Director of the Centre shall inform the Parties to this 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 Government or the Centre and covering all costs associated with the evaluation mission and preparation of evaluation report.

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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 Parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the Republic of Poland 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 (6) 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 thirty (30) days following receipt of the notification sent by one of the 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 at.....on.....2020, in duplicate in the Polish and English languages, each text being equally authentic.

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For the United Nations Educational,
Scientific and Cultural Organization

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For the Government of the Republic of
Poland