

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL
ORGANIZATION (UNESCO)

CONCERNING THE ESTABLISHMENT OF THE
INTERNATIONAL CENTRE FOR INTEGRATED WATER RESOURCES
MANAGEMENT
AT THE
U.S. ARMY CORPS OF ENGINEERS INSTITUTE FOR WATER RESOURCES,
ALEXANDRIA, VIRGINIA, USA,
AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

Whereas at the 18th session of the Intergovernmental Council of the International Hydrological Programme (IHP) of the United Nations Educational, Scientific and Cultural Organization (UNESCO), which took place June 9-13, 2008, the Member States adopted Resolution XVIII-3, recognizing the benefits for UNESCO and in particular the strengthening of water resources capacity development and education; endorsed the establishment of the International Centre for Integrated Water Resources Management (referred to as "ICIWaRM" or "the Centre") as a Category 2 Centre under the auspices of UNESCO at the U.S. Army Corps of Engineers' Institute for Water Resources; and requested the assistance of the IHP Secretariat in preparing documentation necessary to be submitted to the governing bodies of UNESCO for their consideration regarding the proposed Centre;

Whereas the Government of the United States of America ("the U.S.") fully supports the designation of the proposed ICIWaRM as a Category 2 Centre;

Noting, also with appreciation, that the U.S. Army Corps of Engineers (USACE) Institute for Water Resources, as the U.S. host institution, has already taken effective steps to provide the necessary infrastructure, facilities and intergovernmental relationships for the ICIWaRM;

Recognizing the critical importance of integrated water resources management (IWRM) to improving the practice of water management and the delivery of water-related services around the globe in an efficient, socially equitable and environmentally sustainable manner;

Having regard for 35 C/Resolution 28, whereby the UNESCO General Conference seeks to favour international cooperation in respect of the establishment of ICIWaRM under the auspices of UNESCO;

Considering that the Director-General of UNESCO has been authorized by the General Conference to conclude on behalf of UNESCO an agreement with the U.S. in conformity with the draft which was submitted to the General Conference; and

Desirous of defining the terms and conditions of their relationship with respect to the Centre;

UNESCO and the U.S. (hereinafter referred to as the "Parties") have agreed as follows:

ARTICLE 1 - Interpretation

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.

2. "U.S." means the "Government of the United States of America."

3. "USACE" means the "U.S. Army Corps of Engineers."
4. "IWR" means the U.S. Army Corps of Engineers' "Institute for Water Resources."
5. "ICIWaRM" or "the Centre" means the "International Centre for Integrated Water Resources Management."
6. "IHP" or "UNESCO-IHP" means UNESCO's International Hydrological Programme.

ARTICLE 2 – Establishment

In accordance with its laws, regulations, and policies, the U.S. shall take appropriate measures which may be required for establishing and operating the Centre under the auspices of UNESCO, as provided for under this Agreement.

ARTICLE 3 – Relationships

1. ICIWaRM shall be established within the USACE IWR and may engage in activities as appropriate in accordance with U.S. laws, regulations, and policies in support of Member States and Associate Members of UNESCO that, by their common interest in the objectives of the Centre, may desire to cooperate with the Centre.
2. ICIWaRM may receive notifications from any UNESCO Member State that wishes to cooperate in the Centre's activities. The Centre shall inform interested Member States and UNESCO of the receipt of such notifications.
3. The Centre shall consult with and will take into account the advice of the U.S. National Commission for UNESCO and the U.S. National Committee for the International Hydrological Programme (hereinafter referred to as Commission/Committee).

ARTICLE 4 - Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing the establishment and operation of the Centre, as well as collaboration between the Parties with regard to the Centre and also the rights and obligations stemming therefrom for the Parties to this Agreement.

ARTICLE 5 – Capacity

1. The Parties acknowledge that the Centre shall be an entity within IWR and that, in the territory of the U.S., the Centre's legal status and capacities shall be governed by U.S. laws, regulations, and policies. The U.S. confirms that ICIWaRM, independently or through its host government, is expected to enjoy in the territory of the U.S. the legal status and capacity necessary for the exercise of its functions in accordance with U.S. laws, regulations, and policies and, in particular, the capacities to contract, to acquire and dispose of movable and immovable property, to obtain payments for services from foreign governments or international organizations, and to acquire means necessary for its functioning, in accordance with U.S. laws, regulations, and policies.

ARTICLE 6 - Objectives and Functions

1. The overall mission of ICIWaRM is the advancement of the science and practice of integrated water resources management (IWRM) to address water security and other water-related challenges by regional and global action, through new knowledge, innovative

technologies, collaborative interdisciplinary scientific research, networking, training and capacity development. The overall scope of activities to be undertaken by the Centre includes:

- a) Focusing on practical science, applied research and technology development embodied in the IHP programme that can be readily transferred to improve IWRM through USACE civil works activities for developing countries;
- b) Partnering with, and providing or exchanging technical support for, existing UNESCO IHP programmes which serve to implement IHP objectives related to attaining IWRM objectives; and
- c) Collaborating on joint, applied research, capacity-building and training programmes through other UNESCO IHP centres (both category 1 and 2 centres) and established programmes, initially with emphasis on the Western Hemisphere (Central America, South America and the Caribbean) and Africa.

2. The objectives of the ICIWaRM are focused on its principal purpose – to develop, promote and infuse sound practices for integrated water resources management around the globe. These objectives include:

- a) To contribute to the development and advocacy of IWRM principles and best management practices, focusing on issues of governance (institutional frameworks), engineering, planning, and evaluation;
- b) To foster research, technological development, and technology transfer, as appropriate, of models and methods that enhance IWRM, and to effectively disseminate “toolkits”; and
- c) To undertake capacity-building effort in accordance with Commission/Committee guidance and IHP programs, focusing on training for implementing IWRM at both watershed and national levels, particularly in Latin America and Africa, and to enhance collaboration among UNESCO centres towards joint problem-solving.

ARTICLE 7 - Cooperation

1. The Centre will work closely with officials from UNESCO, the Commission/Committee, and the IHP with a view to providing transparency as to how the Centre is working to advance the science and practice of IWRM principles, advancing IHP programs, and engaging in activities in support of other United Nations Member States. Specifically, the Centre will discuss with UNESCO:

- a) The long-term and medium-term strategy for the programs of the Centre; and
- b) Program scope, focus and effectiveness of the Centre in aligning with and addressing the goals and objectives of UNESCO-IHP.

ARTICLE 8 - Advisory Board

1. An Advisory Board for the Centre shall be established. The Advisory Board shall be subject to U.S. laws, regulations, and policies, and may include the following members:

- a) The Assistant Secretary of the Army (Civil Works), or his/her appointed representative, who shall be the ex-officio Chairperson of the Advisory Board;
- b) Up to four other members chosen by the U.S.; and
- c) Up to seven members chosen by UNESCO—including a representative of the Director-General of UNESCO and the Director, UNESCO Institute for Water Education (IHE)—in coordination with the various UNESCO IHP National Committees within each respective region, appointed on a rotational basis, to terms of up to four years.

In addition, if so recommended by the Advisory Board and subject to the discretion of the Chairperson, as well as the limits of U.S. law, regulations, and policy, the Advisory Board may include any representatives in the following categories who wish to participate:

- d) A representative of any other intergovernmental, governmental, or non-governmental organization contributing to the operation of; the operating budget for; or an activity of the Centre, for a term of up to four years;
- e) A representative from any other relevant IHP water centre under the auspices of UNESCO, for a term of up to four years;
- f) A representative of a Member State wishing to participate in the Centre's activities, for a term of up to four years.

2. The functions of the Advisory Board shall be:

- a) To advise the United States government on the long-term and medium-term strategies for the programs of the Centre;
- b) To examine the biennial reports submitted by the Director of the Centre; and
- c) To advise on the program scope, focus and effectiveness of the Centre in aligning with and addressing the goals and objectives of UNESCO-IHP.

3. The Advisory Board shall meet at least once every two years, or more frequently when necessary as determined by the Chairperson.

4. The Director of the Centre, in consultation with the Director of the IWR and in accordance with U.S. laws, regulations, and policies, is responsible for making decisions on all aspects of the Centre's strategies, program scope and focus, work plan, and budget. Although the advice of the Advisory Board shall not be binding on the United States, the Director of the Centre shall make such decisions with due consideration of the advice from the Advisory Board.

5. The Advisory Board shall adopt its own rules of procedure, subject to U.S. laws and regulations. For its first meeting the procedure shall be established by the U.S. in consultation with UNESCO.

ARTICLE 9 - Secretariat

1. The Centre's secretariat shall consist of a Director and such staff as is necessary for the proper functioning of the Centre.

2. The Director shall be appointed by the U.S., in accordance with U.S. laws, regulations, and policies

3. The other members of the secretariat may comprise:

- a) U.S. officials who are made available to the Centre, in accordance with U.S. laws, regulations, and policies; and
- b) Any person appointed by the Director, in accordance with U.S. laws, regulations, and policies.

ARTICLE 10 - Duties of the Centre Director

The Director shall discharge the following duties:

- a) Direct the work of the Centre in conformity with the programmes and directives established by the host government;



- b) Prepare and direct the Centre's work plans and budgets, and, in consultation with the director of the IWR, make a final decision on the Centre work plan and the budget;
- c) Lead the secretariat;
- d) Make available such documents as are needed by the Advisory Board to fulfill its functions as outlined in Article 8; and
- e) Represent the Centre in related international functions (i.e., conferences, symposia, workshops).

ARTICLE 11 - Contribution of UNESCO

1. Subject to U.S. laws, regulations, and policies, 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.

2. UNESCO undertakes to:

- a) Provide the assistance of its experts in the specialized fields of the Centre;
- b) Engage in temporary staff exchanges, whereby the staff concerned will remain on the payroll of the dispatching organizations; and/or
- c) Second 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. The staff concerned will remain on the payroll of the dispatching organizations.

3. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO's programme and budget.

ARTICLE 12 - Contribution of the United States

1. The U.S., through the IWR and USACE, shall make all efforts to provide, in accordance with U.S. laws, regulations, and policies, the resources, either financial or in kind, needed for the administration and proper functioning of the Centre as provided for under this agreement.

2. The U.S. undertakes to provide:

- a) The staff necessary for the performance of the Centre's functions and the compensations of the secretariat staff, including the Director;
- b) Appropriate office space, equipment and facilities;
- c) The communication, utilities and maintenance costs of the Centre, including the Centre's expenses related to the collaboration among Centre personnel and UNESCO, the Commission/Committee, and the IHP; and
- d) Funding, as may be made available and subject to the laws, regulations, and policies of the U.S., for studies, training, and publication activities related to this Agreement.

3. This Agreement does not require the obligation of funds. Notwithstanding any other provision of this Agreement, all U.S. responsibilities and activities under this Agreement or any further implementing agreements between the Parties, shall be subject to the availability of funds.

ARTICLE 13 - Responsibility of UNESCO

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for it, and shall bear no liabilities of any kind, be they financial or otherwise, other than that UNESCO agrees to meet its obligations expressly laid down in this Agreement.



ARTICLE 14 - Evaluation

1. The U.S. and/or, as mutually agreed, 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 strategic goals of UNESCO; and
 - b) Whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. UNESCO and the U.S. undertake to submit to the Director and IWR, at the earliest opportunity, a report on any evaluation conducted.
3. Following the results of an evaluation, each of the Parties may terminate the Agreement or request a revision of its contents, as provided in Articles 18 and 19.

ARTICLE 15 - 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 16 - Entry into Force

This Agreement shall enter into force when the Parties have informed each other in writing that all of their respective domestic formalities required therefore have been completed. The date of the latter notification shall be deemed to be the date of entry into force of this Agreement.

ARTICLE 17 - Duration

The agreement is concluded for a period of six (6) years as from its entry into force and may be renewed only by written agreement.

ARTICLE 18 - Termination

1. Each of the Parties shall be entitled to terminate this Agreement unilaterally. Such termination must be made in writing.
2. Termination shall take effect 180 days following the date of written notification sent by one of the Parties to the other.

ARTICLE 19 - Amendments

This Agreement may be amended by written agreement of the Parties.

ARTICLE 20 - Settlement of Disputes

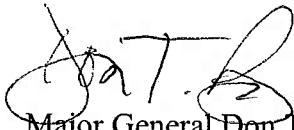
Any dispute between UNESCO and the U.S. concerning the interpretation or application of this Agreement shall be settled by negotiation or any other appropriate method mutually agreed by the Parties.



IN WITNESS WHEREOF, the undersigned hereby sign this Agreement.

DONE in duplicate in the English language, on 29 October 2009.

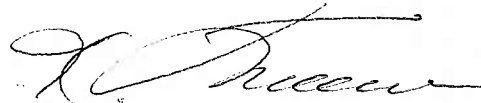
For the United States of America
U.S. Army Corps of Engineers



Major General Don T. Riley

Deputy Commanding General

For the United Nations Educational,
Scientific and Cultural Organization



Koichiro Matsuura

Director-General