

**AGREEMENT
BETWEEN**

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN

AND

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

REGARDING

**THE REGIONAL CENTRE ON URBAN WATER MANAGEMENT (RCUWM) UNDER THE
AUSPICES OF UNESCO (CATEGORY 2)**

The Government of the Islamic Republic of Iran,

and

The United Nations Educational, Scientific and Cultural Organization,

Recalling Session 31 C/48 whereby the General Conference of UNESCO approved the establishment of the Regional Centre on Urban Water Management (RCUWM) under the auspices of UNESCO (category 2) and invited the Director-General to sign the corresponding agreement between UNESCO and the Government of the Islamic Republic of Iran,

Having regard to the Agreement signed by the Government of the Islamic Republic of Iran and UNESCO concerning the Establishment and operation of the Regional Centre on Urban Water Management (RCUWM), in Tehran, on 16 February 2002,

Having regard to the Agreement signed by the Government of the Islamic Republic of Iran and UNESCO concerning the continued operation of the Centre in Tehran on 8 January 2010,

Considering 37 C/Resolution 93 by which the General Conference approved a new integrated comprehensive strategy for Category 2 Institutes and centres, and requested the Director-General to apply this strategy to any renewals of existing agreements, and

Considering that the Executive Board at its 202nd session decided to renew RCUWM as a category 2 status under the auspices of UNESCO, and authorized the Director General to sign the corresponding agreement (202/EX/Decision 18.I.A),

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. "Government" means the Government of the Islamic Republic of Iran.
3. "Parties" means the Government of the Islamic Republic of Iran and UNESCO.
4. "Centre" means the Regional Centre on Urban Water Management, which was established in Tehran, Iran, in 2002 and has been granted the status of a category 2 centre under the auspices of UNESCO.
5. "UNESCO-IHP" means the International Hydrological Programme of UNESCO.

Article 2 – Operation of the Centre

The Government agrees to take, in the course of the year 2018, any measures that may be required for the continuation of the Centre in Iran as provided for under the present 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 functional autonomy necessary for the execution of its activities and the legal capacity:
 - 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 Board.

Article 6 – Functions/objectives

The objectives of the Centre shall be:

1. To generate and provide scientific and technical information on urban water management issues in the region that will allow the formulation of sound policies leading to sustainable and integrated urban water management at the local, national and regional level.
2. To promote research on urban water management issues through regional cooperative arrangements using and strengthening local capabilities and involving international institutions and networks, in particular those under the auspices of UNESCO.
3. To undertake within the region effective capacity building activities at institutional and professional levels, and awareness raising activities targeted at various audiences, including the general public.

4. To enhance cooperation with international institutions in order to advance knowledge in the field of urban water management.

The functions of the Centre shall be:

1. To promote scientific research on the issues and problems related to urban water management of the region.
2. To create and reinforce networks for the exchange of scientific, technical and policy information on urban water issues among the institutions and individuals in the region and in other countries.
3. To develop and coordinate cooperative research activities on urban water management issues, taking advantage particularly of the installed scientific and professional capacity of the region and of the relevant UNESCO-IHP networks and non-governmental organizations.
4. To organize knowledge and information transfer activities on the subject, including international training courses, symposia or workshops, and to engage in appropriate awareness raising activities.
5. To develop a strong program of information and communication technology to further the Centre's objectives.
6. To provide technical consulting and advisory services in the region and beyond as required.
7. To produce technical publications and other media items related to the activities of the Centre

The Centre shall pursue the above objectives and perform the above-mentioned functions in close coordination with UNESCO through 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) The Minister of Energy as the representative of the Government or his/her appointed representative;
 - (b) representatives of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 10, paragraph 2, above and have expressed interest in being represented on the Board;
 - (c) a representative of the Director-General of UNESCO;
 - (d) Representatives from relevant entities including international and regional organizations, public authorities, academia / universities and research institutes which have sent to the Centre notification for membership 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 of the Centre's contribution to UNESCO's programme objectives;
- (d) 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;
- (e) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre;
- (f) examine the periodic independent audit reports of the financial statements of the Institute/Centre and monitor the provision of such accounting records necessary for the preparation of financial statements.

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 one-third plus one of its members.

4. The Governing Board will follow its own rules of procedure as decided at its first meeting.

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 all the resources, financial or in kind, needed for the administration and proper functioning of the Centre.

2. The Government undertakes to:

- (a) make available to the Centre its' premises
- (b) entirely assume the maintenance of the premises and its running costs

- (c) contribute to the Centre the required budget per annum
- (d) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise: the director, a deputy, experts, programme specialists and researchers, a financial officer, an assistant to the financial officers, regular staff and a driver.

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 shall 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) the Centre makes a significant contribution to 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) the activities effectively pursued by the Centre are in conformity with those set out in the present 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 Government or the Centre.
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 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 contracting parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the Islamic Republic of Iran 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 the present 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 contracting 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.

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 the Ministry of Energy, I.R. Iran, 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.

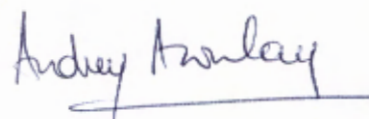
IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in 2 copies in English and 2 copies in Farsi, each version being equally authentic.
In case of divergence in interpretation, the English text shall prevail.

On 2018.

**For the Government of the
Islamic Republic of Iran**

**For the United Nations Educational
Scientific and Cultural Organization**

A handwritten signature in blue ink, reading "Audrey Azoulay", with a horizontal line underneath.

Reza Ardakanian
Minister of Energy, I. R. Iran and
Chair, RCUWM-Tehran

Audrey Azoulay
Director-General