

Signed at Paris on December 7, 2016
Entered into force on December 16, 2016

AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF KOREA
AND
THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO)
REGARDING
THE ESTABLISHMENT OF THE “INTERNATIONAL CENTRE FOR WATER SECURITY &
SUSTAINABLE MANAGEMENT” UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

The Government of the Republic of Korea and the United Nations Educational, Scientific and Cultural Organization, (hereinafter jointly referred to as the “Parties”),

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation through the establishment of an International Centre for Water Security and Sustainable Management in the Republic of Korea,

Considering that the Director-General has been authorized by the UNESCO General Conference at its 37th session in 37C/Resolution 29 to conclude with the Government of the Republic of Korea an agreement for the establishment of the International Centre for Water Security and Sustainable Management, and

Desirous of defining the terms and conditions governing the contribution that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1
Definitions

For this Agreement,

1. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization;
2. The “Government” means the Government of the Republic of Korea;
3. “Centre” means the International Centre for Water Security and Sustainable Management (i-WSSM) to be located on the premises of K-water, Republic of Korea;

Article 2
Establishment

The Government shall agree to take, in the course of the year 2016, any measures

that may be necessary for the setting up of the Centre in the Republic of Korea 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 cooperation between the Parties, and also the rights and obligations of the Parties stemming therefrom.

Article 4 Legal Capacity

1. The Centre shall be independent of UNESCO.
2. The Government shall, in accordance with the laws and regulations of the Republic of Korea, ensure that the Centre enjoys, within the territory of the Republic of Korea, the functional autonomy necessary for the execution of its activities and the legal capacity:
 - (a) to contract;
 - (b) to institute legal proceedings; and
 - (c) to acquire and dispose of movable and immovable property.

Article 5 Constitutive Act

The Constitutive Act of the Centre shall include provisions concerning:

- (a) the legal status granted to the Centre under the national legislation, including the legal capacity necessary to exercise its functions and to receive funds, obtain payments for services rendered, and acquire and dispose of property necessary for its functioning; and
- (b) a governing structure for the Centre allowing UNESCO representation within its governing body.

Article 6 Functions and Objectives

1. The primary objectives of the Centre shall be to:
 - (a) build an integrated and problem-solving research system to achieve sustainable water resources management, related in particular to addressing challenges faced by developing countries;
 - (b) operate case-/field-oriented education and training programs based on the needs of participating countries; and
 - (c) develop a globally networked hub for sharing water resources information, thereby enhancing global scientific and technological knowledge on water resources.
2. The activities to be undertaken by the Centre include technology development and transfer, dissemination of knowledge, strengthening partnerships and capacity building in

the water resources sector in the following areas:

- (a) Assistance to developing countries in achieving sustainable development, including the implementation of water-related internationally-agreed agenda and national commitments such as the 2030 Agenda for Sustainable Development;
- (b) Development of multidisciplinary research and integrated approaches toward enhancing water security;
- (c) International cooperation programmes on water resources conducted by the Government;
- (d) Operation and management of water resources;
- (e) Hydropower energy and the operation and management of related infrastructure;
- (f) Assistance to developing countries in their development of water industries; and
- (g) Development of case studies and best practice guidelines to foster education, training and capacity building on sustainable water resources management.

Article 7 **Governing Board**

1. The Centre's activities shall be guided and coordinated by a Governing Board, which shall be renewed every three years, and of which the total number of members do not exceed 10 including:
 - (a) 3 representatives of the Government of the Republic of Korea in charge of policies related to water resources management and international cooperation relevant to water resources;
 - (b) a representative of K-water;
 - (c) the director of the Centre or his/her substitute (as a non-voting member);
 - (d) 2 representatives of relevant research institutes and universities;
 - (e) up to 2 representatives of Member States of UNESCO, which have notified their intent to be a member of the Centre, in accordance with the stipulations of paragraph 2 of Article 10 and have expressed interest in being represented on the Board; and
 - (f) a representative of the Director-General of UNESCO.
2. The Governing Board shall:
 - (a) approve the medium and long-term programmes of the Centre;
 - (b) approve the annual work plan and budget of the Centre, including the staffing table;
 - (c) examine the annual reports submitted by the 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 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 Republic of Korea; and
 - (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 sessions at regular intervals, at least once every calendar year. It shall meet in extraordinary sessions 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 the members of the Governing Board.

4. The Governing Board shall adopt its own rules of procedure. For its first meeting, the procedure shall be established by the Parties.

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, 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; and
- (d) providing technical support in particular to achieve the overall mission of UNESCO' s water-related institutes and centres.

2. In the cases listed in paragraph 1 of this Article, such assistance shall not be undertaken except within the provisions of UNESCO' s programme and budget, and UNESCO shall 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, subject to its relevant and appropriate laws and regulations, and following the annual budget appropriation of the Republic of Korea, provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre in the Republic of Korea.

2. The competent authorities of the Government, which shall be responsible for the contributions provided in paragraph 1 of this Article, are the Ministry of Land, Infrastructure and Transport (MOLIT) and K-water.

3. The Government shall undertake to:

- (a) provide the Centre with appropriate office space, equipment and facilities;
- (b) entirely assume the maintenance of the premises and cover the cost of communications and utilities;
- (c) organize and cover expenses of holding sessions of the Governing Board;
- (d) make available to the Centre the administrative staff necessary for its functions, which shall include the implementation of research, studies, training and publication activities, complementing the contributions from other sources; and
- (e) finance the activities of the Centre.

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 Center shall inform the Parties to the Agreement and other Member States of UNESCO 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 not be subject to any legal process, and 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 C/5 document (Programme and Budget), 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.
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's Name and Logo

1. The Centre may mention its affiliation with UNESCO. It may, therefore, use after its

title the phrase “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 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 Korea 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 years from its entry into force. The Agreement shall be renewed upon common agreement between Parties once the Executive Board of UNESCO has made its comments based on the results of the renewal assessment provided by the Director-General of UNESCO.

Article 16 **Denunciation**

1. Each Party shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect on the 30th day following the 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 the Parties 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 referred upon consent of both Parties for final decision to an arbitration tribunal composed of three 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, being duly authorized by the Government and UNESCO respectively, have signed this Agreement.

DONE in duplicate, at Paris, on 7th day of December, 2016 in the English language.

FOR THE GOVERNMENT OF
THE REPUBLIC OF KOREA

FOR THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC
AND CULTURAL ORGANIZATION