

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2016 Nr. 198

A. TITEL

*Verdrag tussen het Koninkrijk der Nederlanden en de Organisatie van de Verenigde Naties voor Onderwijs, Wetenschap en Cultuur (UNESCO) inzake het International Groundwater Resources Assessment Centre in Nederland als een centrum onder auspiciën van UNESCO (categorie 2);
Parijs, 6 december 2016*

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 013329 in de Verdragenbank.

B. TEKST

Agreement between the Kingdom of the Netherlands and the United Nations Educational Scientific and Cultural Organization (UNESCO) concerning the International Groundwater Resources Assessment Centre in the Netherlands as a centre under the auspices of UNESCO (category 2)

The Kingdom of the Netherlands,
and

The United Nations Educational, Scientific and Cultural Organization,

Recalling that the General Conference of UNESCO, at its 34th session (34 C/Resolution 26) approved the establishment of the International Groundwater Resources Assessment Centre (IGRAC) as a centre under the auspices of UNESCO (category 2) and authorized the Director General to sign the corresponding agreement,

Recalling that the Agreement between the Kingdom of the Netherlands, and the United Nations Educational, Scientific and Cultural Organization, concerning the establishment and operation of the International Groundwater Resources Assessment Centre in the Netherlands as a category 2 centre under the auspices of UNESCO was concluded in Paris on 15 November 2011,

Considering that the Executive Board at its 200th session decided to renew to IGRAC the category 2 status under the auspices of UNESCO and authorized the Director General to sign the corresponding agreement (200/EX/Decision 12.1),

Having regard to the Medium-Term Strategy for 2014–2021, approved by UNESCO's General Conference at its 37th session (37 C/4),

Underlining that Strategic Objective 4 of the said Strategy is "Strengthening science, technology and innovation systems and policies – nationally, regionally and globally", and that its Strategic Objective 5 is "Promoting international scientific cooperation on critical challenges to sustainable development",

Acknowledging the importance of applying the guidelines and criteria for category 2 institutes and centres adopted by the General Conference in the Integrated Comprehensive Strategy for Category 2 Institutes and Centres under the auspices of UNESCO (37 C/Resolution 93),

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to IGRAC in the present 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 Netherlands.
3. "Centre" means the International Groundwater Resources Assessment Centre (IGRAC).
4. "UNESCO-IHP" refers to UNESCO's International Hydrological Programme.

Article 2

Operation of the Centre

The Government agrees to take, in the course of the year 2017, any measures that may be required for the continuation of the Centre in the Netherlands 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, and shall operate and act under Dutch law as an independent organization.
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; and,
to acquire and dispose of movable and immovable property.

Article 5

Constitutive Act

The constitutive act of the Centre shall 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 mission of the Centre is to contribute to world-wide availability of relevant information and knowledge on the groundwater resources of the world, with particular emphasis on developing countries, in order to support sustainable utilisation and management of the groundwater resources, to promote the role of groundwater in integrated water resources planning and to elucidate the impact of groundwater on the ecosystems of the Earth. The main objectives of the Centre shall be:

1. To contribute to achieving the Strategic Objectives of UNESCO and in particular to the implementation of the UNESCO IHP programme through contribution to availability of relevant information and knowledge on groundwater resources of the world.
2. To promote sustainable groundwater resources utilisation and management by developing tools to facilitate global exchange of knowledge in accordance with UNESCO's Open Access Policy.
The Centre will continue to pursue in particular the following specific objectives:
 - a) Facilitate and promote groundwater monitoring and assessment, particularly at regional and global level;

- b) Develop procedures and methodologies for collection and processing of groundwater related data and information necessary for informed groundwater management;
 - c) Contribute to the development of a Global Groundwater Information System;
 - d) Support UNESCO-IHP in carrying out groundwater related activities with all its partners in the promotion of groundwater related data compilation at the regional and global level;
 - e) Increase public awareness on groundwater resources sustainable use, and provide technical support in the area of media communication on this subject.
3. The Centre shall pursue the above objectives and perform the above-mentioned functions in close coordination with UNESCO-IHP.

Article 7

Governing Board

1. The Centre shall be guided and overseen by a Governing Board which shall include:
 - a) a representative of the Government or his/her appointed representative, who will be the Chairperson;
 - b) 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 and substantially contributing to the activities of the Centre;
 - c) a representative of the Director-General of UNESCO;
 - d) representatives from regional, international and intergovernmental organizations that are able to contribute to the activities of the Centre.
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, 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 Netherlands;
 - f) decide on the participation of 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 or her initiative or at the request of the Director-General of UNESCO or of the majority 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;
 - d) encouraging intergovernmental and non-governmental financial entities, as well as member states of UNESCO, to provide financial and technical assistance and to propose appropriate projects to the Centre, and by facilitating contacts with other international organizations relevant to the functions of the Centre;
 - e) providing the Centre with IHP publications and other pertinent materials and disseminating information on the activities of the Centre via the UNESCO-IHP website, newsletters and other mechanisms at its disposal;
 - f) participating, when appropriate, in the scientific and training meetings held by the Centre. The costs of such participation will be borne by the Centre.
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.

3. UNESCO may contract the Centre to implement concrete programme activities envisaged in UNESCO's approved work plans in accordance with UNESCO's rules and regulations.

Article 9

Contribution by the Government

1. The Government shall provide resources, either financial or in kind, needed for the administration and proper functioning of the Centre.

2. The Government thereto undertakes to make available to the Centre an annual subsidy of 400 000 Euro (four hundred thousand Euros) per year until 31st December 2021.

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 the present Agreement, shall send to the Centre notification to this effect. The Centre 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 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 the present Agreement.

Article 12

Evaluation

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain whether:

- 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 Parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 17 and 18.

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

Territorial application

With respect to the Kingdom of the Netherlands, this Agreement shall apply to the European part of the Netherlands.

Article 15

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 Kingdom of the Netherlands 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 16

Duration

This Agreement will expire the 31st December 2021. The Agreement shall be renewed upon common agreement between the Parties once the Executive Board made its comments based on the results of the renewal assessment provided by the Director-General.

Article 17

Denunciation

1. Each of the Parties shall be entitled to denounce the present Agreement unilaterally.
2. The denunciation shall take effect on the thirtieth day following the receipt of the notification sent by one of the Parties to the other.

Article 18

Revision

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

Article 19

Settlement of Disputes

1. Any dispute between UNESCO and the Kingdom of the Netherlands concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed to by the Parties within three months after one Party giving notice to the other Party, shall be submitted for final decision to an arbitration tribunal. The tribunal shall be composed of three members, one of whom shall be appointed by the Government, another by the Director-General of UNESCO, and a third, who shall preside over the tribunal, shall be chosen jointly 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. The language of the arbitration will be English.
2. The tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE at Paris Headquarters, in two copies in the English language, on 6 December 2016.

For the Kingdom of the Netherlands,

M.H. Llompart
Deputy Permanent Delegate of the Kingdom of the Netherlands to UNESCO

For the United Nations Educational, Scientific and Cultural Organization,

Irina Bokova
Director General

D. PARLEMENT

Het Verdrag behoeft ingevolge artikel 91 van de Grondwet de goedkeuring van de Staten-Generaal, alvorens het Koninkrijk aan het Verdrag kan worden gebonden.

G. INWERKINGTREDING

De bepalingen van het Verdrag zullen ingevolge artikel 15 in werking treden op de datum van ontvangst van de laatste schriftelijke kennisgeving waarin de partijen elkaar informeren dat alle benodigde formaliteiten, vereist voor de inwerkingtreding van het Verdrag, zijn voltooid.

J. VERWIJZINGEN

Het Verdrag herziet:

Verdrag tussen het Koninkrijk der Nederlanden en de Organisatie van de Verenigde Naties voor Onderwijs, Wetenschap en Cultuur inzake het vestigen en functioneren van het „International Groundwater Resources Assessment Centre” in Nederland als een categorie 2 centrum onder auspiciën van UNESCO; Parijs, 15 november 2011. Zie verdragsnummer 011623 in de Verdragenbank.

Uitgegeven de *dertiende* december 2016.

De Minister van Buitenlandse Zaken,

A.G. KOENDERS