

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2018 Nr. 9

A. TITEL

*Verdrag tussen het Koninkrijk der Nederlanden en de Organisatie van de Verenigde Naties voor Onderwijs, Wetenschap en Cultuur (UNESCO) inzake het IHE Delft Institute for Water Education in Nederland als een centrum onder auspiciën van UNESCO (categorie 2);
Parijs, 15 december 2017*

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 013535 in de Verdragenbank.

B. TEKST

Agreement between the Kingdom of the Netherlands and the United Nations Educational Scientific and Cultural Organization (UNESCO) concerning the IHE Delft Institute for Water Education in the Netherlands as an institute under the auspices of UNESCO (category 2)

The Kingdom of the Netherlands,
and

the United Nations Educational, Scientific and Cultural Organization, (hereinafter "the Parties")

Recalling the Strategic Objectives of the 37 C/7 and draft 39 C/5, in accordance with Article 12.1.(a) concerning the evaluation of the activities of the Institute,

Having regard to Resolution 39 C/19 whereby the UNESCO General Conference seeks to favour international cooperation in respect of the establishment of a category 2 Institute with the name "IHE Delft, Institute for Water Education",

Considering that the Director-General has been authorized by the General Conference to conclude with the Kingdom of the Netherlands an agreement in conformity with the draft that was submitted to the General Conference,

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the said Institute 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. "The Government" means the Government of the Netherlands.
3. "IHE Delft Institute for Water Education", hereinafter referred to as "the Institute", refers to the category 2 Institute to be established under this Agreement and of which the IHE Delft Foundation (Stichting IHE Delft) is the legal representative.

Article 2

Establishment

The Government shall agree to take, in the course of the year 2018, any measures that may be required for the setting up at Delft, the Netherlands, of a Category 2 Institute under the auspices of UNESCO.

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 Institute shall be independent of UNESCO, and shall operate and act under Dutch law as an independent organisation.
2. The Government shall ensure that the Institute 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 Institute must include provisions describing precisely:

- a. the legal status granted to the Institute, 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 Institute allowing UNESCO representation within its governing body.

Article 6

Functions and objectives

1. The functions and objectives of the Institute shall be:
 - a. to promote, through education and training, the development of knowledge and expertise in water-related fields, including water management, governance, hydraulic engineering, sanitary engineering, infrastructure, environmental management and monitoring of these and other related areas, specifically for the benefit of developing countries and countries in transition;
 - b. to conduct scientific research;
 - c. to contribute to capacity building and institutional strengthening of organizations from civil society, the private sector, governments and organizations in developing countries and countries in transition in relation to service for society;
 - d. to offer higher education as defined in the Dutch Higher Education Act (*Wet op het Hoger Onderwijs*), including Master of Science and Doctor of Philosophy programmes;
 - e. to provide and develop new and innovative methods of education and training, research and innovation, capacity building and institutional strengthening;
 - f. to stimulate the provision of information about the relationship between the activities of the Institute and its contribution to society;
 - g. all that is connected to the abovementioned subjects or that may be beneficial to them.
2. The Institute does not have a profit making objective.

Article 7

Governing Board

1. The Institute shall be guided and overseen by a Governing Board. The Governing Board members shall be appointed for a first term of three years and may be re-appointed for a second and last term of three years. The Governing Board will be composed as follows:

- a. a representative of the Government; or his/her appointed representative;
 - b. a maximum of two representatives of UNESCO Member States, which have sent to the Institute a notification for participation, in accordance with the stipulations of article 10, paragraph 2 of this Agreement and have expressed interest in being represented on the Board;
 - c. a representative of the Director-General of UNESCO;
 - d. a representative from the (International) water sector;
 - e. a maximum of two representatives from Dutch universities.
2. The Governing Board shall guard the mission and reputation of the Institute. It shall to this purpose:
 - a. approve the long-term and medium-term strategic programmes of the Institute;
 - b. approve the annual work plan of the Institute, including the staffing table;
 - c. examine the annual reports submitted by the Rector of the Institute, including a biennial self-assessment report of the Institute's contribution to UNESCO's programme objectives;
 - d. examine the periodic independent audit reports of the financial statements of the Institute 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 Institute 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 Institute.
 3. The Governing Board shall meet in ordinary sessions at regular intervals, at least twice 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.
 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 Institute, in accordance with the strategic goals and objectives of UNESCO by:
 - a. providing the assistance of its experts in the specialized fields of the Institute; (and/or)
 - b. engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; (and/or)
 - 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

The Government undertakes to make available to the Institute the following:

1. The Government shall provide the financial resources needed for the administration and proper functioning of the institute. The Government therefore undertakes to grant a base subsidy for these tasks. The size of this base subsidy will be determined by the Government on an annual basis.
2. The Institute may also participate in specific programmes commissioned by the different departments of the Government and/or governmental agencies.

Article 10

Participation

1. The Institute shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the Institute, desire to cooperate with the Institute.
2. Member States and Associate Members of UNESCO wishing to participate in the Institute's Governing Board, as provided for under this Agreement, shall send to the Institute notification to this effect. The Rector shall inform the Parties to the Agreement and other Member States of the receipt of such notifications.

Article 11

Responsibility

As the Institute is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Institute 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 Institute in order to ascertain:
 - a. whether the Institute 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 the Organization, and related sectoral or programme priorities and themes;
 - b. whether the activities effectively pursued by the Institute 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 category 2 Institute to UNESCO strategic programme objectives, to be funded by the host country or Institute.
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 17 and 18.

Article 13

Use of UNESCO name and logo

1. The Institute may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".
2. The Institute is authorized to use the UNESCO logo or a version thereof on its letter headed paper and documents including degrees, diplomas, contracts, 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 contracting Parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law 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 this Agreement.

Article 16

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 17

Denunciation

1. Each of the contracting 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 contracting 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 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 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. 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 in two copies in the English language, in Paris, on 15 December 2017.

For the Kingdom of the Netherlands,

LIONEL VEER

For the United Nations Educational, Scientific and Cultural Organization,

AUDREY AZOULAY

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.

Uitgegeven de *achttiende* januari 2018.

De Minister van Buitenlandse Zaken,

H. ZIJLSTRA