

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2021 Nr. 173 HERUITGAVE

A. TITEL

Verdrag tussen het Koninkrijk der Nederlanden en de Organisatie van de Verenigde Naties voor Onderwijs, Wetenschap en Cultuur inzake de hernieuwing van het International Groundwater Resources Assessment Centre (IGRAC) in Nederland als een categorie 2 centrum onder auspiciën van UNESCO; Parijs, 9 december 2021

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 013837 in de Verdragenbank.

B. TEKST

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

The Kingdom of the Netherlands

and

the United Nations Educational, Scientific and Cultural Organization,

together hereinafter referred to as “the Parties”.

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, entered into force on 22 August 2012 and was due to expire on 21 August 2016;

Recalling that the Executive Board, at its 199th session (Decision 199 EX/10.III), approved the extension of 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, until 21 August 2017;

Considering that the Executive Board, at its 200th session (200EX/Decision 12.1), decided to renew the status of IGRAC as a Category 2 centre under the auspices of UNESCO 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 International Groundwater Resources Assessment Centre in the Netherlands as a centre under the auspices of UNESCO (category 2), was concluded in Paris on 6 December 2016, entered into force on 23 August 2017 and is due to expire on 31 December 2021;

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of quality and excellence in water resources assessment and management;

Recalling 212EX/Decision 18.VI, by which the Executive Board decided to renew the designation of IGRAC as a category 2 centre under the auspices of UNESCO and authorized the Director-General to sign the corresponding Agreement and Memorandum of Understanding;

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to IGRAC in this Agreement;

Considering that UNESCO and the International Groundwater Resources Assessment Centre (IGRAC) have signed a Memorandum of Understanding on 8 December 2021.

Have agreed as follows:

Article 1

Definitions

In this Agreement:

- a) "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
- b) "Government" refers to the Government of the Netherlands.
- c) "Centre" refers to the International Groundwater Resources Assessment Centre (IGRAC).
- d) "Parties" refers to the United Nations Educational, Scientific and Cultural Organisation and the Government of the Netherlands.
- e) "UNESCO-IHP" refers to UNESCO's Intergovernmental Hydrological Programme.

Article 2

Operation

The Government agrees to take, in the course of the year 2022, any measures that may be required for the continued operation of the Centre in the Netherlands as a Category 2 centre 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 collaboration between UNESCO and the Government regarding the International Groundwater Resources Assessment Centre (IGRAC) 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, in accordance with the laws and regulations of the Netherlands, ensure that the Centre enjoys within its territory the functional autonomy necessary for the execution of its activities and the legal capacity to:
 - a) contract;
 - b) institute legal proceedings; and
 - c) acquire and dispose of movable and immovable property.

Article 5

Constitutive Act

The Constitutive Act of the Centre shall include provisions describing precisely:

- 1) 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;
- 2) a governing structure for the Centre allowing UNESCO representation within its Governing Board.

Article 6

Objectives and Functions

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 the implementation of the UNESCO Intergovernmental Hydrological Programme (UNESCO-IHP) IX phase by contributing to the 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 levels;
 - 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 levels;
 - 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 within the framework of relevant ongoing initiatives and in particular the UNESCO-IHP and the United Nations 2030 Agenda for Sustainable Development (focusing on the Sustainable Development Goal 6 on Water and Sanitation).

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) the Director of the Centre or his/her substitute (as a non-voting member);
 - c) representatives of Member State(s) and/or Associate 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;
 - d) a representative of the Director-General of UNESCO;
 - e) representatives from regional, national, 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 and budget of the Centre, including the staffing table;
 - c) examine the annual and evaluation reports submitted by the Director of the Centre, including reports of the Centre's contribution to UNESCO's approved programme and budget (C/5), global strategies and action plans as well as sectoral programme priorities, and develop response strategies for strengthening such contribution;
 - 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/her initiative or at the request of the Director-General of UNESCO or of the majority of its members.
4. The Governing Board follows its own rules of procedure as decided at its first meeting.

Article 8

Contribution by the Government

The Government shall, subject to its relevant and appropriate laws and regulations and following the annual budget appropriation of the Netherlands, provide the needed financial resources for the administration and proper functioning of the Centre.

Article 9

Contribution by UNESCO

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of the Centre which are in accordance with UNESCO's Approved Programme and Budget (C/5), including its strategic goals and objectives 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 or 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.
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 shall provide Member States with accounts relating to the use of its staff and associated costs.

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 and to be represented on the Governing Board as a member, as provided for under this Agreement, shall send to the Centre notification to this effect. The Centre shall inform the Parties and other participating Member States and/or Associate 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/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 Centre in order to ascertain whether:
 - a) the Centre makes a significant contribution to UNESCO's prevailing Approved Programme and Budget (C/5) at the time of its renewal, including global strategies and action plans as well as sectoral programme priorities;
 - b) 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 renewal of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO's prevailing Approved Programme and Budget (C/5) at the time of its renewal, including global strategies and action plans, as well as sectoral programme priorities, to be funded by the Centre.
3. UNESCO undertakes to submit to the Government and the Centre, at the earliest opportunity, a report on any evaluation conducted and to make it available on the relevant Programme Sector(s)' website.
4. Following the results of an evaluation, each of the Parties shall have the option of requesting a revision of the contents of the Agreement or of denouncing the Agreement, as envisaged in Articles 17 and 18 of this Agreement.

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 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 websites in accordance with the conditions established by the governing bodies of UNESCO.
3. Use of UNESCO's name and logo including in the name, on letter headed paper and documents, including electronic documents and web pages of the Centre are strictly prohibited in the absence of a valid agreement with 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 the Government has informed UNESCO in writing that all the formalities required to that effect by the domestic law of the Kingdom of the Netherlands have been completed. The date of receipt by UNESCO of the notification shall be deemed to be the date of entry into force of this Agreement. In case this Agreement has not entered into force on 1 January 2022, this Agreement shall be provisionally applied from that date, pending its entry into force.

Article 16

Duration

This Agreement is concluded for a period of six (6) years as from its date of entry into force or of provisional application. The Agreement shall be renewed or terminated on the basis of a decision by the Executive Board following a recommendation of the Director-General.

Article 17

Denunciation

1. Each of the Parties shall be entitled to denounce this 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.
3. In case of denunciation of either this Agreement or the Memorandum of Understanding between UNESCO and IGRAC, both this Agreement and the Memorandum of Understanding shall terminate on the same date.

Article 18

Revision

This Agreement may be revised by written consent between the Parties. Such revision shall enter into force in accordance with the provisions of Article 15 of this Agreement.

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 upon by the Parties, shall be submitted 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 the third,

who shall preside over the tribunal and 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.

Article 20

Privileges and immunities

Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE at UNESCO Headquarters, in duplicate, in the English language, on 9 December 2021.

For the Kingdom of the Netherlands,

EUNICE DEN HOEDT

For the United Nations Educational, Scientific and Cultural Organization,

SHAMILA NAIR-BEDOUELLE

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.

F. VOORLOPIGE TOEPASSING

Het Verdrag zal ingevolge artikel 15 van het Verdrag vanaf 1 januari 2022 voorlopig worden toegepast.

Wat betreft het Koninkrijk der Nederlanden, zal de voorlopige toepassing alleen voor het Europese deel van Nederland gelden.

G. INWERKINGTREDING

De bepalingen van het Verdrag zullen ingevolge artikel 15 van het Verdrag in werking treden na ondertekening door de partijen, zodra de regering UNESCO er schriftelijk van in kennis heeft gesteld dat aan alle formaliteiten uit hoofde van het nationale recht van het Koninkrijk der Nederlanden is voldaan. De datum van ontvangst door UNESCO van de kennisgeving wordt aangemerkt als de datum van inwerkingtreding van het Verdrag.

Uitgegeven de *eenentwintigste* december 2021.

De Minister van Buitenlandse Zaken,

H.P.M. KNAPEN