

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2011 Nr. 256

A. TITEL

*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*

B. TEKST

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

The Kingdom of the Netherlands,

and

the United Nations Educational, Scientific and Cultural Organization,

Having regard to the decision of the General Conference at its 34th session to establish the International Groundwater Resources Assessment Centre (IGRAC) as a category 2 centre under UNESCO's auspices, in response to the proposal by the Government of the Netherlands;

Having regard to the decision of the Executive Board at its 186th Session whereby it approves the establishment of the centre;

Having considered the resolution XIV-11 of the UNESCO Intergovernmental Council of the International Hydrological Programme (IHP) in June 2000 that seeks to favour through the centre international cooperation on groundwater resources in support of Member States and contribute to the MDG (Millennium Development Goal) on water;

Considering that, at the Fifth UNESCO/World Meteorological Organization (WMO) International Conference on Hydrology (Geneva, 8-12 February 1999) it was recommended that consideration be given to the feasibility of setting-up a global groundwater resources assessment centre under the auspices of UNESCO and WMO;

Bearing in mind that the Netherlands National Committee for UNESCO IHP offered its support in the process leading to the establishment of the Centre;

Considering that the Netherlands has contributed and stands ready to contribute further to the establishment and operation of the Centre in its territory;

Bearing in mind that the Netherlands has already taken effective steps to provide the necessary infrastructure and facilities for the Centre;

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the International Groundwater Resources Assessment 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 Netherlands.
3. "Centre" means the International Groundwater Resources Assessment Centre (IGRAC).

Article 2

Establishment

The Government agrees to take, in the course of the years 2011-2012, any measures that may be required for the setting up in the Netherlands, as provided for under this Agreement, of the Centre, under the auspices of UNESCO.

Article 3

Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing cooperation between UNESCO and the Government and also the rights and obligations of the parties.

Article 4

Legal status

1. The Centre shall operate and act under Dutch law as an independent organization.

2. The Centre shall be independent of UNESCO and it shall enjoy within the territory of the Netherlands 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 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 allowing UNESCO representation in the Governing Board of the Centre established under UNESCO's auspices in accordance with Article 7.

Article 6

Functions/objectives

1. 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.

2. Under the general objective of promoting sustainable groundwater resources utilisation and management by means of global exchange of knowledge, the Centre will pursue in particular the following specific objectives:

- a) Develop standard procedures for collection and processing of comparable basic data on the aquifer systems of the world;
- b) Compile metadata information leading to the creation of a global information system for groundwater assessment accessible by internet and a web site;
- c) Support UNESCO IHP National Committees and the activities of the United Nations World Water Assessment Programme and promote data compilation at regional and global level;
- d) Increase public awareness on groundwater resources sustainable use, including technical support in the area of media communication

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
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 Netherlands;
 - e) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.
3. The Governing Board shall be composed of:
 - a) The representative of the Government who will be the Chairperson of the Governing Board;

b) Two representatives of UNESCO, including a representative of the UNESCO Category 1 Centre, the UNESCO IHE Institute for Water Education;

c) Representatives of Member States having notified the Centre in accordance with Article 10, paragraph 2 and having expressed interest in being represented on the Board and substantially contributing to the activities of the Centre;

d) Representatives from international agencies that are able to contribute to the activities of the Centre.

4. 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 the majority of its members.

5. The Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO.

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 providing the assistance of its experts in the specialized fields of the Centre.

2. UNESCO will not provide financial support for administrative or institutional purposes. However it is understood that UNESCO may contribute to concrete activities or projects of the Centre if those are deemed to be in line with UNESCO's programme priorities and as foreseen in the budget approved by UNESCO Governing Bodies. Furthermore, the Centre may ask the support of UNESCO in exploring additional resources from UNESCO Member States and other regional and international organizations.

3. UNESCO may provide assistance to the Centre by:

a) providing advice in the formulation of the short-, middle- and long-term programmes of the Centre;

b) in conformity with the relevant policies of the Intergovernmental Council of IHP, assinging to the Centre the implementation of activities within the framework of its regular biennial budgets and programmes, particularly those appropriate to reinforce its start-up period;

c) 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;

d) providing the Centre with IHP publications and other pertinent materials and disseminating information on the activities of the Centre via the IHP website, newsletters and other mechanisms at its disposal;

e) participating, when appropriate, in the scientific and training meetings held by the Centre.

Article 9

Contribution by the Government

The Government shall take any measure to establish the Centre and to ascertain the provision of the core funding needed for covering the cost of the premises, administration and functioning of the Centre as a non profit foundation on the territory of the Netherlands in Delft making available starting from January 2011 a maximum annual subsidy of 500.000 Euro per year for a period of five years.

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 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 the strategic goals of UNESCO;
 - b) the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.

2. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.

3. Following the results of an evaluation, each of the contracting parties shall have the option of denouncing the Agreement or requesting a revision of its contents 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 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 four years from the day of its entry into force and can be renewed for a similar period by tacit agreement, unless otherwise expressly denounced by either party as provided for in Article 17.

Article 17

Denunciation

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

Article 18

Revision

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

Article 19

Settlement of disputes

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 by the parties within three months after one party giving notice to the other party, shall be submitted for final decision to an Arbitral Tribunal. The Tribunal shall be composed of three members, one appointed each by the Government and UNESCO and one, who will act as the President of the Tribunal, chosen jointly by the members so appointed. If either the Government or UNESCO does not appoint the member to be appointed by it within one month of the date of the notice referred to above, the Secretary-General of the Permanent Court of Arbitration shall, upon request by the other party, appoint the relevant member within a further one month period. If the President of the Arbitral Tribunal has not been

chosen within one month of the second member of the Arbitral Tribunal being appointed, the Secretary-General of the Permanent Court of Arbitration shall, upon request by either party, appoint the President within a further one month period. The language of the arbitration will be English.

IN WITNESS WHEREOF, the undersigned have signed this Agreement.

DONE at Paris, in two copies in the English language, on 15 November 2011.

For the Kingdom of the Netherlands,

R. ZELDENRUST

For the United Nations Educational, Scientific and Cultural Organization,

IRINA BOKOVA

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 verdragsluitende partijen elkaar hebben verwittigd dat is voldaan aan alle formaliteiten voor inwerkingtreding van het Verdrag.

J. VERWIJZINGEN

- | | |
|-------|---|
| Titel | : Verdrag tussen het Koninkrijk der Nederlanden en de Organisatie der Verenigde Naties voor Onderwijs, Wetenschap en Cultuur inzake de zetel van het UNESCO-IHE-instituut voor wateropleiding;
Parijs, 18 maart 2003 |
| Tekst | : <i>Trb.</i> 2003, 49 (Engels) |

- Titel : Notawisseling houdende een verdrag tussen het Koninkrijk der Nederlanden en het UNESCO-instituut voor wateropleiding betreffende privileges en immunititeiten van het personeel van het UNESCO-IHE en hun gezinsleden;
's-Gravenhage/Delft, 29 november 2005
- Tekst : *Trb.* 2005, 320 (Engels)
- Titel : Statuut van de Organisatie der Verenigde Naties voor Onderwijs, Wetenschap en Cultuur;
Londen, 16 november 1945
- Tekst : *Trb.* 1960, 131 (Engels, Frans en vertaling)
- Laatste *Trb.* : *Trb.* 2009, 51
- Titel : Verdrag van de Wereld Meteorologische Organisatie;
Washington, 11 oktober 1947
- Tekst : *Trb.* 2009, 46 (Engels en vertaling, geconsolideerd)

Uitgegeven de *vijftiende* december 2011.

De Minister van Buitenlandse Zaken,

U. ROSENTHAL