

**AGREEMENT BETWEEN**

**THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC  
AND CULTURAL ORGANIZATION (UNESCO)**

**AND**

**THE GOVERNMENT OF THE REPUBLIC OF SERBIA**

**REGARDING**

**THE ESTABLISHMENT OF THE WATER FOR SUSTAINABLE  
DEVELOPMENT AND ADAPTATION TO CLIMATE CHANGE  
CENTRE AS A CATEGORY 2 CENTRE UNDER THE  
AUSPICES OF UNESCO**

24 April 2013

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The Government of the Republic of Serbia

and

The Director-General of the United Nations Educational, Scientific and Cultural Organization,

hereinafter referred to as the "Parties",

**With regard to** 36 C/22 the resolution whereby the UNESCO General Conference seeks to favour international cooperation through the establishment of a Water for Sustainable Development and Adaptation to Climate Change Centre in Belgrade (Serbia),

**Considering** that the Director-General has been authorized by the UNESCO General Conference to conclude with the Government of the Republic of Serbia an agreement in conformity with the draft which was submitted to the UNESCO General Conference,

**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**

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization;
2. "Government" means the Government of the Republic of Serbia;
3. "Centre" means Water for Sustainable Development and Adaptation to Climate Change Centre, at the "Jaroslav Cerni" Institute for the Development of Water Resources, in Belgrade (Serbia);

#### **Article 2**

The Government shall take, in the course of the year 2013, any measures that are necessary for the setting up of the Centre in the Republic of Serbia, as provided for under this Agreement.

#### **Article 3**

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 stemming therefrom.



#### **Article 4**

1. The Centre shall be independent of UNESCO.
2. The Centre shall have on the territory of the Republic of Serbia, the functional autonomy necessary for the execution of its activities and the legal capacity to:
  - contract;
  - institute legal proceedings; and,
  - acquire and dispose of movable and immovable property.

#### **Article 5**

The Constitutive Act of the Centre must include provisions concerning:

- a) the legal status granted to the Centre, within the national legal system of the Republic of Serbia, 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**

The functions/objectives of the Centre shall be to:

- a) foster scientific coordination and exchange of information among different organizations involved in sustainable water resource management and the development of adaptation strategies due to climate change in collaboration with partner institutions in Serbia and in South-East Europe;
- b) disseminate, generate and provide scientific and technical information on water resource management issues for the formulation of sound policies leading to sustainable and integrated water resource management at the local, national, regional and global levels;
- c) evaluate implications of global change and develop adaptation strategies through the design of new indicators;
- d) promote development of regional research programmes, linking with regional and global initiatives, particularly focusing on the problem of sustainable water resource management under climate change conditions, within the framework of the relevant ongoing UNESCO initiatives, in particular the International Hydrological Program (IHP), Water Chairs and Centres;
- e) undertake effective capacity-building activities at the institutional and professional levels to enhance human and institutional capacity in assessing the impacts of global change on water resource management by using advanced methods and technologies, including indicators;
- f) organize an awareness-raising programme for various audiences, such as policy-makers and the general public at the national and regional levels on the adaptation strategies to climate change and its impact on sustainable water resource management; and,





- g) disseminate results of research undertaken through seminars, workshops, training courses, conferences and periodic publications to the wider scientific community and IHP networks.

## **Article 7**

1. The Centre's activities shall be guided and coordinated by a Governing Board, renewed every three years and composed of:
  - a) a representative of the Ministry in charge of Education, Science and Technological Development of the Republic of Serbia;
  - b) a representative of the Ministry in charge of Agriculture, Forestry and Water Management of the Republic of Serbia;
  - c) a representative of the "Jaroslav Cerni" Institute for the Development of Water Resources;
  - d) the Director of the Centre or his/her substitute (as a non-voting member);
  - e) representatives of Member States, which have sent to the Centre notification for membership, and have expressed interest in being represented on the Board; and,
  - f) a representative of the Director-General of UNESCO.

The following representatives will be invited as observers without the right to vote:

- g) representatives of regional intergovernmental or international organizations which provide an essential contribution to the budget and the activity of the Centre; the decision on their membership is made by the 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 and budget 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, as well as determine the financial, administrative and personnel management procedures for the Centre, in accordance with the laws of the country; and,
    - e) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre and the question of their membership decided by the Governing Board, as provided for in Article 7, paragraph 1(g) under this Agreement.
  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 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 adopts its own rules of procedure. For its first meeting, the procedure shall be established by the Parties.



## Article 8

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 and 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 will provide Member States with accounts relating to the use of its staff and associated costs.

## Article 9

1. The Government shall provide all the needed financial resources for the administration and proper functioning of the Centre from the budget of the Republic of Serbia, through the Ministry responsible for Education, Science and Technological Development, the Ministry responsible for Agriculture, Forestry and Water Management and the Ministry responsible for the Environmental Protection, as well as through the "Jaroslav Cerni" Institute for the Development of Water Resources, namely:
  - 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; and,
  - 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.

## Article 10

1. The Centre encourages 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 Centre shall inform the Parties to the Agreement and other Member States of the receipt of such notifications.





### **Article 11**

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 shall 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**

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 the strategic goals of UNESCO; and,
  - b) whether 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, referred to in paragraph 2 of this Article, 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 16 and 17.

### **Article 13**

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**

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 Republic of Serbia 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**

This Agreement is concluded for a period of 6 years as from its entry into force, and shall automatically be extended for further 6-year periods unless otherwise expressly denounced by either Party, as provided for in Article 16.



#### Article 16

1. Each of the contracting Parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 30 days, following receipt of the notification sent by one of the contracting Parties to the other.

#### Article 17

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

#### Article 18

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 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 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 have signed this Agreement,

Done in Paris on 24 April 2013 in two original copies, in the Serbian and English languages, and all texts are equally authentic.

In case of divergence between these versions, the English version shall prevail.

For the United Nations Educational,  
Scientific and Cultural Organization



Ms Irina Bokova  
Director-General

For the Government of  
the Republic of Serbia



H. E. Mr Zarko Obradovic  
Minister of Education, Science and  
Technological Development

