

DRAFT TRIPARTITE AGREEMENT

BETWEEN



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

**AND THE REGIONAL CENTRE FOR WATER SECURITY (CERSHI)
IN MEXICO CITY, MEXICO**

REGARDING

**THE RENEWAL OF THE REGIONAL CENTRE FOR WATER SECURITY
(CERSHI) AS A CATEGORY 2 CENTRE UNDER
THE AUSPICES OF UNESCO**



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Article 11 – UNESCO's Contribution

1. UNESCO may provide technical assistance, as needed, for the actions of the Centre, in accordance with UNESCO's Approved Programme and Budget (C/5), including global strategies and action plans, as well as sectoral programme priorities 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 concern will remain on the payroll of the dispatching organizations; and
- c. temporarily assigning members of its staff, 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.

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 12 – Participation

1. The Centre shall encourage the participation of Member States and Associate Member States of UNESCO which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.

2. Member States and Associate Member States 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 Director shall inform the Parties to the Agreement and other participating Member States of the receipt of such notifications.

Article 13 – 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 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 14 – Evaluation

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre to be funded by the Centre or the Government 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 in which it was renewed, 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 in which it was renewed, including global strategies and action plans, as well as sectoral programme priorities. This evaluation, managed by UNESCO, shall be financed entirely by the Government and/or the Centre.

3. UNESCO undertakes to submit the conclusions of the renewal evaluation to the Centre and the Government concerned and to make available the renewal evaluation report on the relevant Programme Sector's website.

4. Following the conclusions of a renewal 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 18 and 19.

Article 15 – 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 letterheaded 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 letterheaded paper and documents, including electronic documents and websites of the Centre is strictly prohibited in the absence of a valid agreement with UNESCO.

Article 16 – Entry into Force

This Agreement shall enter into force upon its signature by the Parties.

Article 17 – Duration

This Agreement is concluded for a period of eight years as from its entry into force. The Agreement shall be renewed or terminated on the basis of a decision by the Executive Board of UNESCO following a recommendation of the Director-General.

Article 18 – Denunciation

1. Each of the Parties shall be entitled to denounce this Agreement unilaterally.

2. The denunciation shall take effect

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