Draft AGREEMENT

between

THE ISLAMIC REPUBLIC OF IRAN

and

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

7, place Fontenoy
75352 Paris 07 SP

represented by Ms Audrey Azoulay, Director-General
hereinafter referred to as “UNESCO”

REGARDING THE RENEWAL OF THE REGIONAL EDUCATION AND RESEARCH CENTRE ON OCEANOGRAPHY FOR WEST ASIA AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

The Government of the Islamic Republic of Iran

and

The United Nations Educational, Scientific and Cultural Organization (UNESCO),

Having regard to Resolution 37 C/Res. 36 (2013), whereby the UNESCO General Conference seeks to favour international cooperation in respect of capacity development in ocean sciences, observations, services, data management and information, and ocean related disasters; with the Government of Islamic Republic of Iran, designating the Regional Education and Research Centre on Oceanography for West Asia (RCOWA) as a category 2 Centre under the auspices of UNESCO,

Recalling Decision […], by which the Executive Board of UNESCO decided to renew the designation of Regional Education and Research Centre on Oceanography for West Asia as a category 2 Centre under the auspices of UNESCO and authorized the Director-General to sign the corresponding Agreement, and

Desirous of defining the terms and conditions governing the framework for cooperation between the Government of the Islamic Republic of Iran and UNESCO regarding the said Centre in this Agreement,

Considering that UNESCO and the Centre have signed a Memorandum of Understanding on [please insert the date],

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

b. “Government” refers to the Islamic Republic of Iran
c. “Centre” refers to the Regional Education and Research Centre on Oceanography for West Asia under the auspices of UNESCO (Category 2).
d. “Parties” refers to UNESCO and Government.

Article 2 – Operation
The Government shall agree to take any measures that may be required for the continued operation of the Regional Education and Research Centre on Oceanography for West Asia 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 Regional Education and Research Centre on Oceanography for West Asia as a category 2 Centre under the auspices of UNESCO and also the rights and obligations stemming therefrom for the Parties.

Article 4 – Legal status

a. The Centre shall be independent of UNESCO.

b. The Government shall ensure that the Centre enjoys within its territory, the autonomy necessary for the execution of its activities and has the legal capacity to:
   i. contract;
   ii. institute legal proceedings;
   iii. acquire and dispose of movable and immovable property.

Article 5 – Constitutive Act

The Government shall ensure that the Constitutive Act of the Centre includes 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 for the Centre allowing UNESCO representation within its Governing Board.

Article 6 – Objectives and Functions

The objectives of the Centre shall be to:

a. facilitate all aspects of the ocean dimension of sustainable development agendas and effective management of risks and opportunities related to the ocean, in connection to the climate change, protection of marine biodiversity, and ocean economy.

b. support training, education, and capacity development in ocean research and technology, promote integrated management of the coastal and marine environment, create public awareness in ocean-related matters.

c. strengthen and broaden regional cooperation in ocean observations, research, data and information management, oceanographic services, and productive work at the ocean science – policy interface.

d. contribute to the rise of ocean literacy with a view to creating more harmonious relations between humans and the ocean.

These objectives will be achieved through the following functions of the Centre, namely to:

i. act as a regional hub in Western Asia for education, training, marine technology transfer in marine sciences;

ii. organize conferences, workshops, seminars, both in presentational and online mode, provide opportunities for scientific mobility;

iii. promote the United Nations, UNESCO, IOC of UNESCO, and the IOC Regional Committee for the Central Indian Ocean (IOCINDIO) programmes and activities in the
region, including the United Nations Decade of Ocean Science for Sustainable Development (2021–2030);

iv. strengthen and engage regional networks of action in ocean sciences and activities, connect academic, private, non-governmental and governmental communities, and structures;

v. identify issues of priority for the region and recommend actions to address them capitalizing on new scientific knowledge;

vi. co-design proposals for projects, help to mobilize resources and implement proposed actions;

vii. facilitate the use of standards and best practices in ocean research and related activities, advocate for the open access and free exchange of ocean data and support standardization in the processing of ocean data and information; and

viii. communicate efficiently via a website and newsletters.

Article 7 – Governing Board

a. The Centre shall be guided and overseen by a Governing Board, renewed every 4 years, which includes:

i. One (1) representative of the Government concerned or his/her appointed representative;

ii. representatives of UNESCO 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.b. and have expressed interest in being represented on the Board;

iii. a representative of the Director-General of UNESCO;

b. The Governing Board shall:

i. approve the long-term and medium-term programmes of the Centre;

ii. approve the annual work plan and budget of the Centre, including the staffing table;

iii. 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;

iv. 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;

v. adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of the country;

vi. decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

c. 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 own initiative or at the request of the Director-General of UNESCO or of a majority of its members.

d. The Governing Board shall adopt its own rules of procedure.

Article 8 – Contribution by the Government

a. The Government shall provide all the resources, financial or in-kind, required for the administration and proper functioning of the Centre.
b. The Government undertakes to:
   i. contribute to the Centre’s annual operation cost within its budgetary limits;
   ii. make available to the Centre the administrative staff and public officials necessary for
       the performance of its functions; and construct or otherwise provide permanent facilities,
       including offices for the Centre.

Article 9 – UNESCO’s Contribution

a. 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:
   i. providing the assistance of its experts in the specialized fields of the centre;
   ii. engaging in temporary staff exchanges when appropriate, whereby the staff concerned
       will remain on the payroll of the dispatching organizations; and
   iii. 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.

b. 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 10 – Participation

a. 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.

b. 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 Director shall inform the
   Parties to the Agreement and other participating 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 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

a. UNESCO may, at any time, carry out an evaluation of the activities of the Centre to be funded
   by the Centre in order to ascertain whether:
   i. 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;
   ii. the activities effectively pursued by the Centre are in conformity with those set out in this
      Agreement.

b. UNESCO shall, for the purpose of the renewal of this Agreement, conduct an evaluation of the
   contribution of the category 2 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 Centre;

c. UNESCO undertakes to submit the conclusions of any evaluation including the renewal evaluation report to the Government and to make available on the relevant Programme Sector(s)’ website.

d. 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 17 and 18.

**Article 13 – Use of UNESCO’s name and logo**

a. The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention “under the auspices of UNESCO”.

b. 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.

c. Use of UNESCO’s name and logo including in the name, on letterheaded paper and documents, including electronic documents and websites of the Regional Education and Research Centre on Oceanography for West Asia are strictly prohibited in the absence of a valid agreement with UNESCO.

**Article 14 - Entry into Force**

This Agreement shall enter into force upon signature by the Parties. The date of the signature shall be deemed to be the date of entry into force of this Agreement.

**Article 15 – 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 following a recommendation of the Director-General.

**Article 16 – Relationship with the Prior Agreement**

With the effect from the date of the entry into force of this Agreement, the Agreement between the Government of the Islamic Republic of Iran and the United Nations Educational, Scientific and Cultural Organization (UNESCO) regarding the Regional Education and Research Centre on Oceanography for West Asia under the auspices of UNESCO (Category 2) shall be terminated and replaced by this Agreement.

**Article 17– Denunciation**

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

b. The denunciation shall take effect 30 days following receipt of the notification sent by one of the Parties to the other.

c. Should the Memorandum of Understanding between UNESCO and the Centre be terminated, the present Agreement will terminate on the same date.
Article 18 – Revision

This Agreement may be revised by written consent between the Government and UNESCO, taking into account the recommendations of a renewal evaluation.

Article 19 – Settlement of disputes

Any dispute arising from this Agreement will be settled by mutual understanding of the Parties. In the absence of an amicable settlement, the dispute will be referred to arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

Article 20 – Privileges and immunities

Nothing in or relating to the present 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 in duplicate (2) copies in English.

Place, date and signature. Place, date and signature

For the United Nations
Educational, Scientific and Cultural Organization

For the Government of the
Islamic Republic of Iran