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Visas: EO/IOC visa on 03/07
ADG/IOC BA on behalf of ADG/IOC 3/7
DIR/BSP Ok on 10/07
ADG/PAX Ok on 11/07
DIR/LA Ok on 15/01/2025
CAB pending

DRAFT AGREEMENT

Between

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

7, place Fontenoy
75352 Paris 07SP
France

represented by

Ms Audrey Azoulay
Director-General
hereinafter referred to as "UNESCO"

And

THE GOVERNMENT OF THE REPUBLIC OF INDIA

REGARDING THE RENEWAL OF THE INTERNATIONAL TRAINING CENTRE FOR OPERATIONAL OCEANOGRAPHY (ITCOcean) AT THE INDIAN NATIONAL CENTRE FOR OCEAN INFORMATION SERVICES (INCOIS) AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

The Government of the Republic of India

and

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

Having regard to the resolution (Resolution 39C/26) whereby the UNESCO General Conference seeks to favor international cooperation in respect of *capacity development in ocean sciences, observations, data management, information services, and ocean related disasters; with the Government of the Republic of India,*

Recalling **Decision (xxx)**, by which the Executive Board of UNESCO decided to renew the designation of the International Training Centre for Operational Oceanography (ITCOcean) at the Indian National Centre for Ocean Information Services (INCOIS) 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 Republic of India and UNESCO regarding the said Centre in this Agreement,

Considering that UNESCO and INCOIS have signed a Memorandum of Understanding on [please insert the date as applicable]

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

- a. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization
- b. “Government” refers to the Republic of India
- c. “Centre” refers to the International Training Centre for Operational Oceanography (ITCOocean) at the Indian National Centre for Ocean Information Services (INCOIS) as a Category 2 Centre under the auspices of UNESCO (Category 2).

Article 2 – Operation

The Government shall agree to take any measures that may be required for the continued operation of the International Training Centre for Operational Oceanography at the Indian National Centre for Ocean Information Services (INCOIS) 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 Centre 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, through INCOIS, 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, through INCOIS;
- b. a governing structure for the Centre allowing UNESCO representation within its Governing Board.

Article 6 – Objectives and Functions

The objectives and functions of the Centre shall be to support:

- a. Mutual assistance for capacity development in ocean sciences, observations, technology, Research and Development (R&D); and information services with reinforced ownership and leadership of Members States of the region: Co-design, develop and implement programmes, projects, conferences, symposia, educational/training courses, scientific mobility/exchange visits and consultations. Ocean literacy, public education and awareness in general and towards primary and secondary schools, in particular are an integral part of capacity development.
- b. Regional and international cooperation: Engage national, regional and international academic and research institutions and communities in particular, UNESCO Category 2 Centres and Chairs and, other relevant stakeholders from governmental and non-governmental structures, industry and decision-makers with a view to reinforce existing and/or build strong knowledge networks for sharing best practices related to sustainable development of coastal and marine environment.
- c. Global development agendas, UNESCO Medium Strategy (C/4), UNESCO Programme and Budget (C/5) including global strategies and action plans as well as sectoral programme priorities: Mobilize national, regional and international knowledge networks aimed at contributing to the United Nations Sustainable Development Goals, in particular goals #4 (Quality Education), #13 (Climate Action), #14 (Life Below Water) and #17 (Partnerships for the Goals), the United Nations Decade of Ocean Sciences for Sustainable Development (2021-2030) and other relevant regional development and cooperative frameworks, notably the IOC Sub-Commission for the Central Indian Ocean; with the view to promote knowledge and evidence-based mechanisms and policies that supports sustainable development of coastal and marine environment.

Article 7 – Governing Board

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

- i. a representative of the Government concerned or his/her appointed representative(s);
- 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 and have expressed interest in being represented on the Board;
- iii. a representative of the Director-General of UNESCO.

Commented [CC1]: Will a representative of INCOIS be part of the Governing Board also?

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. For its first meeting the procedure shall be established by the Government and UNESCO.

Article 8 – Contribution by the Government

1. The Government shall, subject to its relevant and appropriate laws and regulations and following the annual budget appropriation, provide all the resources, financial or in-kind, required for the administration and proper functioning of the Centre.

2. The Government undertakes to:

a. contribute to the Centre's annual operation cost within its budgetary limits.

b. 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 or the Government concerned 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 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 Centre 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 of UNESCO 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 present Agreement shall replace and supersede the Agreement between the Government of the Republic of India and the United Nations Educational, Scientific and Cultural Organization (UNESCO) regarding the Indian National Centre for Ocean Information Services (INCOIS) of the Ministry of Earth Sciences as an International Training Centre for Operational Oceanography under the auspices of UNESCO (Category 2) signed on 15 June 2018 .

Article 17– Denunciation

- a. Each of the Parties shall be entitled to denounce this Agreement unilaterally.
- b. The denunciation shall take effect within 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 INCOIS 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.

Article 19 – Settlement of disputes

Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement shall be settled by mutual understanding of the Parties.

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 accordance with the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947.

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
Republic of India