



INTERGOVERNMENTAL OCEANOGRAPHIC COMMISSION
COMMISSION OCÉANOGRAPHIQUE INTERGOUVERNEMENTALE
COMISIÓN OCEANOGRÁFICA INTERGUBERNAMENTAL
МЕЖПРАВИТЕЛЬСТВЕННАЯ ОКЕАНОГРАФИЧЕСКАЯ КОМИССИЯ
اللجنة الدولية الحكومية لعلوم المحيطات
政府间海洋学委员会

UNESCO - 7 Place de Fontenoy - 75352 Paris Cedex 07 SP, France
http://ioc.unesco.org - fax: +33 (0)1 45 68 58 12 - contact phone: +33 (0)1 45 68 39 83/84
E-mail: iocexecsec@unesco.org

Ref : IOC/3125/KY/ic

30 January 2015

Dear Ambassador,

Following the kind letter (No. 3/119-10) that you addressed to Ms Irina Bokova, Director General of UNESCO on 15 January 2015, I'm very pleased to transmit herewith one of the originals, signed by Ms Bokova, of the Agreement between the Government of the Islamic Republic of Iran and the United Nations Educational, Scientific and Cultural Organization (UNESCO) regarding the establishment of a Regional Education and Research Centre on Oceanography for West Asia as a Category 2 Centre under the auspices of UNESCO.

I would like to take this opportunity to reiterate our appreciation to the Government of the Islamic Republic of Iran for this initiative which will certainly encourage the regional cooperation and the scientific understanding to help Member States to promote effective marine and coastal policy.

Thanking you in advance for your consideration, I remain,

Yours sincerely

Dr Flavia Schlegel
Executive Secretary, IOC a.i.
UNESCO

H. E. Mr Ahmad Jalali
Ambassador Extraordinary and Plenipotentiary,
Permanent Delegate
Permanent Delegation of the
Islamic Republic of Iran to UNESCO
UNESCO House

Chairperson

Dr Sang-Kyung BYUN
Principal Research Scientist
Climate Change & Coastal Disaster
Research Dept
Korea Institute of Ocean Science
and Technology (KIOST)
787 Haeanlo
Ansan 426-744
REPUBLIC OF KOREA

Executive Secretary (ad interim)

Ms Flavia SCHLEGEL
Intergovernmental Oceanographic
Commission — UNESCO
7 Place de Fontenoy
75352 Paris Cedex 07 SP
FRANCE

Vice-Chairpersons

Prof. Peter M. HAUGAN
Director, Geophysical Institute
University of Bergen
Allegaten 70
5007 Bergen
NORWAY

Dr Atanas PALAZOV
Director, Institute of Oceanology – Varna
Bulgarian Academy of Sciences
P.O. Box 152
Varna 9000
BULGARIA

Capt. Frederico Antonio SARAIVA
NOGUEIRA
Directorate of Hydrography
and Navigation
Rue Barão de Jaceguai, s/nº
Ponta da Armação
Niterói, Rio de Janeiro
CEP 24 048-900
BRAZIL

Prof. Yutaka MICHIDA
University of Tokyo
Member of National Committee for IOC
Kashiwa 5-1-5
Kashiwa 277-8564
Chiba
JAPAN

Prof. Adoté Blim BLIVIG
Chef de Recherche
Head of CGILE
Ministère de l'Enseignement
Supérieur et de la Recherche
University of Lomé,
B.P. 1515
Lomé 228
TOGO

AGREEMENT

between

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN

and

**THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION**

regarding

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

Agreement between the United Nations Educational, Scientific and Cultural Organization and the Government of the Islamic Republic of Iran regarding the establishment of a 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,

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of the **Islamic Republic of Iran**;

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of the **Islamic Republic of Iran** an agreement in conformity with the draft that was submitted to the General Conference;

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the said 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 **Islamic Republic of Iran**.

Article 2 – Establishment

The Government shall agree to take, in the course of the year 2014, any measures that may be required for the setting up of the Category 2 Regional Education and Research Centre on Oceanography for West Asia under the auspices of UNESCO in Tehran, as provided for under this Agreement, hereinafter referred to as “the Centre”.

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 concerned, as well as the rights and obligations stemming therefrom for the Parties.

Article 4 – Legal Status

4.1 The Centre shall be independent of UNESCO.

4.2 The Government shall ensure that the Centre enjoys, within its territory, 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 – Constitutive Act

The Constitutive Act of the Centre must 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, as well as to receive funds, obtain payments for services rendered, and acquire all means necessary for its functioning; and,
- (b) a governing structure for the Centre allowing UNESCO representation within its governing body.

Article 6 – Functions/Objectives

The functions/objectives of the Centre shall be to:

- (a) ensure the harmonious and mutually reinforcing involvement of the members of the region in Ocean studies by organizing joint projects, conferences and training/educational courses;
- (b) define regional problems, the solution of which requires regional and international cooperation, assist in the identification of training, education and mutual assistance needs, particularly those related to the Centre programs;
- (c) assist in the identification and the meeting of national and regional priorities by sharing knowledge and experience through the organization of training courses and symposiums;
- (d) engage the academic and research community, experts from governmental and non-governmental organizations, industry and decision-makers from the region and abroad in finding ways to solve the challenging economic and social problems facing the region by organizing exchange visits, consultations, etc. This objective will be

achieved through the organization of a regional forum/network to address the challenges, explore scientific understanding of the impacts and discuss policies on the use and protection of the sea and coasts in supporting the economic development of each country of the region and of the region as the whole;

- (e) supervise and coordinate the implementation of joint projects in consultation with national and international institutions of the Member States concerned, in order to avoid duplication and overlap of efforts by organizing regular meetings with regional partners;
- (f) promote the standardization of data collection and data analysis methods based on existing protocols and agreements. Advocate open access and free exchange of oceanographic data along the guidelines specified in the IOC/IODE data exchange policy, to facilitate scientific progress and improve education and training results. Reanimate an IOC/IODE ODIN type programme for the region;
- (g) advise on the application of new knowledge on science and technology to various priority areas at the local/national/regional levels by organizing workshops and briefings;
- (h) provide general guidance and recommendations, as well as serve as a mechanism for Member States, to formulate, evaluate and follow-up on proposals for projects aimed at strengthening national and regional capabilities in marine scientific research, education and the establishment of common services and facilities;
- (i) make the operations of the Centre open and transparent by producing regular newsletters/bulletins to describe the progress of the Centre's operations, developing the Centre's web-site and increasing communication flow/exchange of information on activities, in order to discuss common issues and explore opportunities for further collaboration;
- (j) promote the activities of the Centre and of UNESCO, as well as UNESCO/IOC's role in marine and coastal matters; raise public awareness concerning the need for the sustainable management of the sea and coastal areas; and, introduce the benefits of a national and regional cooperation approach and of the importance of the protection of the sea and coasts by supporting the establishment of Marine Protected Areas, through active participation in World Ocean Day and other awareness raising efforts;
- (k) collect information on the state of the art technology required for the implementation of maritime programme activities, develop an inventory of regional institutions and experts working on marine-related issues, as well as on catalogues of regional oceanographic data, and make this information available to decision-makers and regional/international partners;
- (l) organize assistance in mobilizing human, financial and material resources to respond to the needs of the coastal countries of the region in dealing with emergency situations triggered by marine natural disasters; and,
- (m) make recommendations to the governing bodies of the region on policy matters, and submit proposals on the budgetary and other forms of support required for the successful work of the Centre.

Article 7 – Governing Board

1. The Centre shall be guided and overseen by a Governing Board that will be renewed every 6 years, and shall include:
 - (a) a representative of the Government concerned or his/her appointed representative;
 - (b) representatives of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 10, paragraph 2, below, and which have expressed interest in being represented on the Board; and,
 - (c) a representative of the UNESCO Director-General.
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 report of the Centre's contribution to UNESCO's programme objectives;
 - (d) 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;
 - (e) 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,
 - (f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre
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/her own initiative or at the request of the UNESCO Director-General or of a majority of its members.
4. 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:

- (a) providing the assistance of its experts in the specialized fields of the Centre; (and/or)
- (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; (and/or)
- (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.

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 9 – Contribution by the Government

1. The Government shall provide all the resources, either financial or in-kind, required for the administration and proper functioning of the Centre.

2. The Government undertakes to:

- (a) make available to the Centre appropriate office space, equipment and facilities;
- (b) entirely assume the maintenance costs of the Centre, plus the expenses of holding the sessions of Governing Board;
- (c) contribute to the Centre a total amount of 500,000.00 US Dollars each year; and,
- (d) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise the implementation of studies, training and publication activities, complementing the contributions from other sources.

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 also shall 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

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 UNESCO's strategic programme objectives and expected results, as aligned with the four-year programmatic period of the Approved Programme and Budget document (C/5), including the two global priorities of the Organization, as well as related sectoral or programme priorities and themes; and,
 - (b) whether 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 review of this Agreement, conduct an evaluation of the contribution of the category 2 Centre to UNESCO's strategic programme objectives, to be funded by the host country or Centre.
3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
4. Following the results of an evaluation, each of the Contracting Parties shall have the option to request a revision of its contents or of to denounce the Agreement, as envisaged in Articles 16 and 17 hereunder.

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 letterheaded paper and documents, including electronic documents and web pages, in accordance with the conditions established by the governing bodies of UNESCO.

Article 14 – 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 Islamic Republic of Iran 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 – Duration

This Agreement is concluded for a period of 6 (six) years as from its entry into force. The Agreement shall be renewed upon common agreement between the Parties once the Executive Board has made its comments based on the results of the renewal assessment provided by the Director-General.

Article 16 – Denunciation

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

Article 17 – Revision

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

Article 18 – Settlement of Disputes

1. Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed upon by the Parties, shall be submitted for final decision to an arbitration tribunal composed of 3 (three) members, one of whom shall be appointed by the Minister of Science, Research and Technology of the Islamic Republic of Iran, another by the UNESCO Director-General, and the third, who shall preside over the tribunal, chosen by these two. If the two arbitrators cannot agree on the choice of the 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 2 original copies, in English language.

For the Government of
the Islamic Republic of Iran

For the United Nations Educational,
Scientific and Cultural Organization



H.E. Professor Reza Faraji Dana
Minister of Science, Research and
Technology of the Islamic Republic of Iran

Irina Bokova
Director-General