

**AGREEMENT
ESTABLISHING
THE MIDDLE EAST DESALINATION RESEARCH CENTER**

The State of Israel

Japan

The Republic of Korea

The Sultanate of Oman, and

The United States of America

ACKNOWLEDGING that the idea of establishing a desalination research center in the Middle East was developed within the Working Group on Water Resources of the Middle East Peace Process Multilateral Negotiations (hereinafter referred to as “the Working Group”); and

ACKNOWLEDGING FURTHER the unanimous decision of the Working Group to establish the research center to conduct, facilitate, coordinate and support state-of-the-art basic and applied research, including training and educational programs, and encourage the sharing of relevant information, with special emphasis on the needs of the Middle East region;

HEREBY AGREE AS FOLLOWS

Article 1

Establishment

- (a) The Middle East Desalination Research Center (hereinafter referred to as “ the Center”) is hereby established.

- (b) The headquarters of the Center shall be located in Muscat, The Sultanate of Oman.

- (c) The Center shall operate in accordance with the provisions of this Agreement.

Article 2

Purpose

The purpose of the Center shall be to contribute to the peace process in the Middle East and to the raising of the standard of living of the peoples of the Middle East and elsewhere by improving the technical processes involved in water desalination.

Article 3

Objectives

The specific objectives of the Center, as provided in more detail in subsequent Articles of this Agreement, shall be;

- (1) to conduct, facilitate, promote, co-ordinate and support basic and applied research in the field of water desalination and related technical areas with the aim of discovering and developing methods for water desalination which are financially and technically feasible;
- (2) to conduct, facilitate, promote, co-ordinate and support training programs so as to develop technical and scientific skills and expertise throughout the Middle East and internationally in the field of water desalination and its applications and related technical areas;
- (3) to conduct, facilitate, promote, co-ordinate and support information exchange, including but not limited to electronic networking technology, so as to ensure the dissemination and sharing throughout the Middle East and internationally of technical information concerning water desalination methods and research and related technical areas; and

- (4) to establish with other states, domestic and other organizations, such relations as will foster progress in the development, improvement and use of water desalination and related technical areas in the Middle East and elsewhere.

Article 4

Research

- (a) The Center shall conduct, facilitate, promote, co-ordinate and support basic and applied research in the field of water desalination and related technical areas.
- (b) The Center shall also establish and publish a framework program of research proposing priority fields of research in water desalination and related technical areas corresponding to urgent needs and fields it considers to be insufficiently explored or researched.
- (c) The Center may publish at regular interval reports on the research projects which it is funding or carrying out, or intends to fund or carry out, and on the results of such projects.
- (d) The Center may bring together representatives of other public and private research centers as well as experts engaged in research in the same or related fields for mutual consultation and exchanges of information.

Article 5

Training Programs

- (a) The Center shall facilitate, promote, coordinate and support training programs.
- (b) The Center may set up training centers or other educational programs for the training of specialists in the field of water desalination for the production of

high purity water and related technical areas. The Center shall determine the details of such training.

Article 6

Dissemination of Information

The Center shall endeavor to serve as a basic international information resource in the field of water desalination and related technical areas. In pursuance of this objective, the Center shall, subject to the provisions of Article 18, endeavor:

- (1) to acquire and maintain information related to the field of water desalination, acquired either from the activities of the Center or otherwise;
- (2) to communicate to the members of the Center and to others, particularly in the Middle East, who pursue activities in the field of water desalination and related technical areas, information acquired by the Center whether such information is derived from its own research or otherwise; and
- (3) to establish and provide services on an electronic network in order to acquire, maintain and share public domain information and data held at the Center and by others.

Article 7

Relations with other States and Organizations

- (a) The Center may establish relations with other states and domestic and other organizations with a view to fostering development and improvement in water desalination and related technical areas.

- (b) Subject to other provisions of this agreement, the form of collaboration mentioned above may be stipulated by agreements, contracts or other arrangements.

Article 8

Consultations with the Working Group

The parties to this Agreement acknowledge that the Center is being established for the benefit of all states and people throughout the World and in particular for the benefit of all members of the Working Group. The parties are committed to maintaining the close connection between the Center and the Working Group. The Center shall consult at least twice a year with the Multilateral Steering Group representatives of the Working Group / (hereinafter referred to as the "Steering Group"), whose members as of the date of signature of this Agreement are listed in Annex A, in order to inform them of the Center's activities and plans. During these consultations the Center shall provide the Steering Group with the opportunity to:

- (1) provide recommendations to the Executive Council as to the overall policies and direction of the Center;
- (2) suggest the general criteria for the Executive Council to consider using in preparing the framework program of the Center; and
- (3) recommend specific projects for the Center's consideration.

Article 9

Status of the Center

In the host country, and in all other countries to the extent authorised by their laws and regulations, the Center shall have legal personality and all the powers necessary to carry out the objectives of this Agreement. These powers include, inter alia, the power to:

- (1) enter into agreements, contracts or other arrangements;
- (2) make grants;
- (3) acquire, hold, administer and dispose of real and personal property including patents and copyrights, consistent with the provisions of Article 18;
- (4) receive, borrow, hold and disburse funds and open bank accounts as may be necessary;
- (5) accept donations, contributions of property, funds, grants or services from governments, intergovernmental organizations and other sources;
- (6) employ personnel according to its own regulations;
- (7) institute and defend legal proceedings; and
- (8) act as necessary to carry out the objectives of the Agreement.

Article 10
Membership

- (a) The following may become members of the Center:
 - (1) The signatories to this Agreement; and
 - (2) with the approval of the members of the Executive Council by consensus, any member of the Working Group (whose members as of the date of signature of this Agreement are listed in Annex B), any state and any intergovernmental organization that submits an instrument of acceptance

of this Agreement to the depositary in accordance with the procedures in Article 20(c).

- (b) Any member of the Center may withdraw from this Agreement upon giving to the depositary written notice of its wish to withdraw and such withdrawal shall then be effective upon the expiration of six months from the date on which the written notice of withdrawal is received by the depositary. The depositary shall notify each of the members of the Center such notice of withdrawal.

Article 11

Organs of the Center

The Center shall have an Executive Council and the Director (hereinafter referred to as "the Center Director") and the staff of the Center.

Article 12

The Executive Council

- (a) The Executive Council shall consist of one representative of each of the members of the Center who shall serve at the pleasure of the appointing party.
- (b) The Chairperson of the Executive Council shall be elected by and from the Executive Council.
- (c) The quorum of the Executive Council shall be established by the Executive Council's rules of procedure.
- (d) The Executive Council shall meet at least twice a year. Between meetings the Chairperson may circulate issues for decision in accordance with procedures established by the Executive Council. At the request of one third of its voting

members, the Chairperson shall call extraordinary meetings within a month of the request.

- (e) The Executive Council shall be responsible for determining financial and managerial policies and the research, training, information exchange and other programs of the Center. The Executive Council shall have the authority to:
- (1) establish its rules of procedure, subject to the provisions of this agreement;
 - (2) appoint and dismiss the Center Director;
 - (3) appoint and dismiss the auditors of the Center;
 - (4) approve the framework-program of research of the Center;
 - (5) approve the annual budget of the Center;
 - (6) approve the conclusion of a Headquarters agreement or any future Headquarters agreement with the Sultanate of Oman as the host country;
 - (7) approve the termination of the Headquarters Agreement or any future Headquarters Agreement;
 - (8) approve new members in accordance with Article 10(a)(2);
 - (9) consider and adopt amendments to this Agreement in accordance with Article 21;
 - (10) terminate this Agreement in accordance with Article 22;

- (11) adopt the policies of the Center and guidelines for the functioning of the Center and give directions to the Center Director;
 - (12) approve specific projects;
 - (13) govern the financial and other affairs of the Center, including approving procedures for the preparation and implementation of the Center's budget, drawing up of accounts and auditing thereof;
 - (14) approve staff regulations and conditions of employment for all staff of the Center prepared by the Center Director; and
 - (15) exercise any other power possessed by the Center, not otherwise assigned by this Agreement.
- (f) Except for decisions in respect of those matters listed in sub-paragraphs (e)(1) through (10) inclusive, which shall be reached by consensus, decisions of the Executive Council shall be taken by a majority of members present and voting.
- (g) The Executive Council may establish subsidiary committees or advisory committees as it deems necessary for the performance of its functions.

Article 13

Voting Rights

- (a) Except as provided in paragraph (b), each member of the Executive Council shall have one vote.
- (b) If the European Community becomes a member of the Center, it shall have the number of votes equal to the number of its member states that are members of the Center, provided that if none of its member states are members of the Center.

the European Community shall have one vote. The European Community shall not exercise the right to vote if any of its member states exercise their right to vote.

Article 14

The Center Director

- (a) The appointment of the Center Director, including his or her term of office, shall be made in accordance with Article 12(e)(2).
- (b) The Center Director shall implement the policies adopted by the Executive Council, follow its guidelines for the functioning of the Center and carry out its directions. The Center Director shall in particular perform his or her functions in accordance with the provisions of this Agreement.
- (c) The Center Director shall be responsible to the Executive Council for the day-to-day management and operation of the Center and for assuring that its programs and objectives are properly developed and carried out.
- (d) The Center Director shall be the legal representative of the Center and shall be authorised to sign all deeds, contracts, agreements and other legal documents that are necessary to ensure the normal operation of the Center; provided that the Executive Council may stipulate those major issues in connection with which deeds, contracts, agreements and other legal documents require the prior written approval of the Executive Council.

Article 15

Financial Obligations and Applicable Law

- (a) The members of the Center shall not be under any obligation to provide financial support to the Center beyond voluntary contributions. The members shall not be under any responsibility, including in the event of dissolution of the Center as se

forth in Article 22(a), individually or collectively for any debts, liabilities or obligations of the Center.

- (b) Each member of the Center shall implement this Agreement in accordance with its applicable laws and regulations.

Article 16

Research Advisory Council

The Center's research program development, research project review and project evaluation may be assisted by a Research Advisory Council, which shall consist of persons proposed by the Center Director and approved by the Executive Council. Those proposed shall be recognized experts representing a diversity of desalination research fields. The Research Advisory Council should provide expert scientific and other professional advice to the Executive Council and to the Center Director as required.

Article 17

Research Planning

The Center Director, upon taking up his or her duties, shall establish a framework-program for research which shall identify short and long term research objectives. The Center Director shall also identify and prioritize specific regional research needs in consultation with the Research Advisory Council.

Article 18

Intellectual Property Rights

- (a) This Article covers rights to intellectual property arising out of research or development activities funded in whole or in part by the Center, except that it does not apply to any joint research directly funded in whole or in part by one or more of the members of the Center.

- (6) ensuring adequate dispute resolution procedures.
- (d) The TMP(S) may also address, among other things:
 - (1) user rights for research and development purposes;
 - (2) rights and obligations of visiting researchers; and
 - (3) licensing.

Article 19

Auditing

- (a) The Center's books and accounts showing all revenue and expenditures shall be examined by auditors following the end of each financial year. The audit shall be performed by an independent major international public accounting firm.
- (b) The purpose of the audit, which shall be conducted in accordance with generally approved auditing standards, and be based on records and, if necessary, performed on the spot, shall be to establish that all revenue has been received and all expenditure incurred in a lawful and regular manner and that the financial management has been sound and has been consistent with generally accepted accounting principles. After the close of each financial year, the auditors shall draw up a report.
- (c) The Center Director shall submit annually to the Executive Council the accounts of the preceding financial year relating to the implementation of each budget, together with the report of the auditors. The Center Director shall also forward to the Executive Council a financial statement approved by the auditors showing the assets and liabilities of the Center.

- (d) The Center's financial books and records shall be available for inspection by members of the Executive Council.

Article 20

Entry into Force

- (a) The Ministry of Foreign Affairs of the Sultanate of Oman is the depositary of this Agreement.
- (b) This Agreement shall enter into force upon signature by the State of Israel, Japan, the Republic of Korea, the Sultanate of Oman and the United States of America.
- (c) For any state, intergovernmental organization or member of the Working Group that is approved by the Executive Council for membership in accordance with Article 10(a)(2) and submits an instrument of acceptance of this Agreement to the depositary, this Agreement shall enter into force on the date it submits that instrument of acceptance to the depositary.

Article 21

Amendments

Any member of the Center may recommend amendments to this Agreement for consideration and adoption by the Executive Council. The text of a proposed amendment shall be transmitted to the Center Director who shall transmit it to all members of the Center. The amendment will be considered at the Executive Council meeting that takes place at least four months after circulation of the proposed amendment. The Executive Council may adopt the amendment by consensus. Any amendment shall enter into force upon the adoption by the Executive Council. The depositary shall notify all members of the Center of the entry into force of the amendment.

Article 22
Dissolution

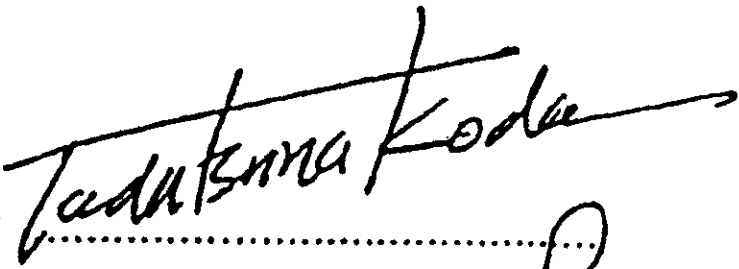
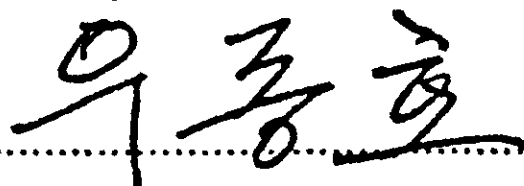

- (a) This Agreement remains in force unless terminated by agreement by consensus of the Executive Council.

- (b) In the event of termination of this Agreement, any assets of the Center remaining after payment of all obligations shall be divided among the members of the Center at the time of dissolution, with each such member receiving a pro rated share, based on its total financial contributions to the Center.

Article 23
Language

The official language of the Center shall be English.

IN WITNESS WHEREOF the undersigned, being duly authorized, have signed this Agreement in Muscat, Sultanate of Oman on

Signed by:  The State of Israel	Signed by:  Japan
Signed by:  The Republic of Korea	Signed by:  The Sultanate of Oman
Signed by:  The United States of America	

ANNEX A

List of Members of the Multilateral Steering Group

Gavelholders and Co-sponsors: U.S., Russia

Regional delegations: Egypt, Israel, Jordan, Palestinians, Saudi Arabia, Tunisia.
Syria and Lebanon are invited.

Extra-regional delegations: Canada, EU, Japan

ANNEX B

List of Members of the Working Group

Gavelholder and Co-sponsor: U.S.

Co-sponsor: Russia

Co-organizers: EU and Japan

Guest of the gavel: World Bank

Regional delegations; Algeria, Bahrain, Egypt, Israel, Jordan, Kuwait, Mauritania, Morocco, Oman, Palestinians, Qatar, Saudi Arabia, Tunisia, United Arab Emirates, Yemen. Syria and Lebanon are invited.

Extra-regional delegations: Australia, Austria, Belgium, Canada, China, Czech Republic, Denmark, Finland, France, Greece, Hungary, India, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Republic of Korea, Romania, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, United Nations.