

**AGREEMENT**  
**BETWEEN GEORGIA AND THE UNITED STATES OF AMERICA**  
**CONCERNING**  
**THE REGIONAL ENVIRONMENTAL CENTRE FOR THE CAUCASUS**

**Preamble**

The United States of America and Georgia (hereafter "the Parties"),

*Recognizing* that Georgia and other New Independent States have serious environmental problems;

*Further Recognizing* that solutions to these problem will require the co-operative efforts of governments, non-governmental organizations (NGOs) and citizens from throughout Georgia and the region of the New Independent States;

*Appreciating highly* the role of international cooperation in solving global and regional ecological problems;

*Recalling* that the Declaration of the Sofia Environment for Europe Ministerial Conference in October 1995, as well as that of the parallel NGO Conference, called upon interested countries to support a network of independent regional environmental centres in the New Independent States,

*Noting* that it was decided to establish such centres in Georgia, the Republic of Moldova, the Russian Federation and Ukraine, and that such centres are to operate democratically and with transparency and openness;

*Welcoming* other states and international organizations to accede as Parties to this agreement;

*Acknowledging* that the United States of America and Georgia support the establishment of the Regional Environmental Centre for the Caucasus in Georgia (REC Caucasus).

Have agreed as follows:

**Article 1**

1. Georgia shall establish the REC Caucasus as an independent, non-governmental, non-profit and non-political legal entity of international character.

2. The purpose of the REC Caucasus is to assist in solving environmental problems in the Caucasus region and neighboring countries through the promotion of cooperation at both a national and regional level among governments, businesses, communities, NGOs, and all other environmental stakeholders, in order: to develop a free exchange of experience and information; to increase public participation in the making of environmental policies and decisions; and to offer assistance to all businesses, communities, NGOs and other environmental stakeholders, thereby assisting the countries of the Caucasus and other New Independent States in the further development of democratic civil societies and the achievement of a safe environment.

## **Article 2**

### **Implementation of the Agreement**

Each Party shall assign an executive agency of its government to be responsible for fulfilling the terms of this Agreement.

## **Article 3**

### **Structure of the REC Caucasus**

1. The REC Caucasus shall be registered under the laws of Georgia as a legal entity.
2. The REC Caucasus shall have a Board of Directors, an Executive Director, and an Advisory Forum, and shall have other officers and staff to perform such duties as may be necessary.

#### Article 4

##### Basic Obligations of the Parties

1. The United States of America, as well as other Parties that may accede to this Agreement pursuant to Article 13, shall:
  - (a) provide initial support to the REC Caucasus following the Parties laws and regulations regarding funding requirements, with support being subject to the availability of appropriated funds and resources;
  - (b) assist the REC Caucasus in broadening its international contacts, in obtaining necessary information, and in disseminating the results of the REC Caucasus' activities outside of the Caucasus region; and
  - (c) assist, when necessary and appropriate, in selecting foreign experts and involving them in the REC Caucasus' activities.
2. Georgia shall:
  - (a) ensure that the REC Caucasus is registered as a legal entity under the laws of Georgia;
  - (b) create the appropriate organizational conditions for the effective functioning of the REC Caucasus, including by providing the REC Caucasus with office premises and communication channels. Ownership of the REC Caucasus' office premises and all of REC Caucasus' assets shall be vested in the REC Caucasus;
  - (c) take all measures necessary to ensure that funds, goods, and services that are provided to REC Caucasus are exempt from taxes, customs duties, and other fees;
  - (d) provide the REC Caucasus with relevant information that is available to Georgian governmental bodies;
  - (e) assist in the implementation of the proposals of the REC Caucasus; and
  - (f) ensure that REC Caucasus staff members who are not nationals of Georgia and who are in Georgia temporarily are provided with any necessary work permits or similar documents and are not required to pay social insurance contributions.

## Article 5

### Activities of the REC Caucasus

Each Party shall facilitate, encourage, promote and provide initial support for REC Caucasus activities, including without limitation:

1. support of initiatives aimed at solving concrete environmental problems;
2. organization, funding, and conduct of studies, with the exception of basic research, of the current environmental problems in the Caucasus region and other New Independent States;
3. discussion of environmental issues and policy;
4. public participation in the decision-making processes related to environmental issues;
5. support of education, training and capacity building for the purpose of increasing environmental awareness and working towards solving environmental problems;
6. provision of grants, and participation with other RECs in developing a grants scheme for regional and transboundary projects;
7. exchange and dissemination of information on issues of the environment, science, and sustainable development; facilitation of access to national and international databases; production of newsletters and other publications;
8. regional governmental and non-governmental cooperation; and
9. assistance designed to increase the effectiveness of Caucasian participation in international environmental co-operation.

## **Article 6**

### **Financial Supervision of the REC Caucasus**

1. A Party may make its provision of funds and other assets or property to the REC Caucasus conditional upon the Party's standard funding requirements and upon the REC Caucasus' supplying to that Party, upon request, information about the use of funds, assets and property to that Party's satisfaction. Provisions of funds by the Parties will not be available for for-profit activities.
2. The use of funds provided by the Parties shall not be subject to the provisions of the REC Caucasus Charter regarding the dissolution of the REC Caucasus. In the case of dissolution of the REC Caucasus or the termination of this Agreement, Parties' funds that are not already committed to specific activities shall be returned to the Parties.
3. To ensure continued support for the REC Caucasus from the Parties and to induce contributions from others not party to this Agreement, the Parties shall encourage the REC Caucasus to publish an annual report including an income and expenditure statement for the previous year.

## **Article 7**

### **Relations between the REC Caucasus and Other Organizations**

1. The Parties shall encourage the REC Caucasus to co-operate with the other Regional Environmental Centers, scientific organizations and other professional organizations, NGOs, and local communities in the Caucasus and abroad.

2. The Parties shall encourage the REC Caucasus to co-operate with and participate in any international coordinating committees or organizations that are created in connection with the operation of the Regional Environmental Centres in the New Independent States.

#### **Article 8**

##### **Intellectual Property and Information Dissemination**

1. The Parties do not intend that activities under this agreement will lead to the creation of any intellectual property. "Intellectual Property" shall have the meaning defined in Article 2 of the Convention establishing the World Intellectual Property Organization, done at Stockholm, 14 July 1967.
2. Unless the Parties otherwise agree, scientific and technological information resulting from activities undertaken or sponsored by the REC Caucasus, other than confidential business information, will be made available to the world scientific community through customary channels and in accordance with the current procedures of the Parties.

#### **Article 9**

##### **Applicable Laws**

Activities undertaken pursuant to this Agreement shall be carried out in accordance with the applicable laws of each Party and shall be subject to the availability of appropriated funds and resources.

## **Article 10**

### **Withdrawal and Termination**

Any Party may cease to be party to this Agreement by giving six months' advance written notification to the other Parties. If a Party provides such notification, the Parties shall immediately hold consultations concerning the projects initiated prior to the withdrawal of that Party from this Agreement and whether the Parties shall continue to support the REC Caucasus' activities.

## **Article 11**

### **Dispute Resolution**

Any disputes arising under this Agreement in whole or in part shall be solved through consultations and discussions among the Parties.

## **Article 12**

### **Entry into Force and Amendment of this Agreement**

1. This Agreement shall enter into force on the date upon which each of the United States of America and Georgia shall have signed it.
2. This Agreement may be amended at any time by the written agreement of the Parties.

**Article 13**

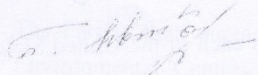
**Accession to this Agreement**

1. After the entry into force of this Agreement, a state or international organization that is invited by the Parties to become party to this Agreement may deposit with Georgia an instrument accepting this Agreement in accordance with the terms and conditions prescribed by the Parties. Such instrument shall affirm that the acceding Party has taken all steps necessary to enable it to carry out its obligations under this Agreement. This Agreement shall enter into force for such an acceding state or international organization on the date of deposit of its instrument.
2. Georgia shall promptly notify all Parties when it receives an instrument from a state or international organization acceding to this Agreement.

IN WITNESS WHERE OF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at this 8th day of November, 2000, in duplicate, in the English and Georgian languages, each text being equally authentic.

FOR GEORGIA



FOR THE UNITED STATES OF AMERICA

