

**CONSTITUTIONAL AGREEMENT  
WATER CENTER FOR THE HUMID TROPICS OF LATIN AMERICA  
AND THE CARIBBEAN (CATHALAC)**

The Governments of the countries in the humid tropical zone of Latin America and the Caribbean,

Whereas water is an essential natural resource for life on Earth, important to all aspects of sustainable development, including the eradication of poverty, food security, gender equality, the well being of tropical ecosystems and the sustainable human development of our peoples;

Bearing in mind the international and regional commitments acquired in conferences, summits, universal conventions and forums, where the States have recognized the need to promote the integral management of water resources and of the environment;

Aware of the need to strengthen regional mechanisms for scientific and technical collaboration and exchange in the areas of applied research, education, development and the transfer of technology, in order to facilitate the integral management of the water resources and of the environment in the humid tropical zone of Latin America and the Caribbean;

Bearing in mind that CATHALAC has acquired important responsibilities and long-term scientific, technical and technological mandates regarding the management of the water resources and the environment, within the framework of agreements, summits, conferences, forums and regional, bilateral and multilateral initiatives, for the benefit of the peoples of the humid tropical zone of Latin America and the Caribbean, thereby gaining a well-deserved recognition;

Taking into account that the activities of the Center should be of a scientific, technical and technological nature in the context of promoting the integral management of water resources and the environment, at the service of the countries in the humid tropical zone of Latin America and the Caribbean;

Aware of the need to urge all countries in the humid tropical zone of Latin America and the Caribbean to participate in the creation of said Center, as well as other countries and organizations interested in substantively contributing to, collaborating with, or supporting its operations, to enable it to fulfil the goals for which it is being created,

Hereby agree to the following:

## **ARTICLE I NATURE**

The Water Center for the Humid Tropics of Latin America and the Caribbean, hereinafter CATHALAC, is an international organization with an autonomous administration, its own patrimony and legal capacity, serving the humid tropical zone of Latin America and the Caribbean.

## **ARTICLE II PURPOSE**

The purpose of CATHALAC is to promote sustainable development through applied research and development, education and technology transfer in respect of water resources and the environment, facilitating the means to improve the quality of life in the countries of the humid tropical zone of Latin America and the Caribbean.

## **ARTICLE III DUTIES AND RESPONSIBILITIES**

CATHALAC, applying the principles of scientific excellence, international cooperation, exchange of knowledge and information, and taking into account the interests and national laws of its Member States, shall have the following duties:

- (a) Promote, organize and conduct programs, projects and applied research and development activities;
- (b) promote, organize and conduct formal, non-formal and informal educational programs;
- (c) strengthen and/or create networks of cooperation and exchange of knowledge, information and technology with institutions in the humid tropical zone and other regions;
- (d) facilitate the development of technical and scientific capacities;
- (e) promote the standardization, collection, analysis, exchange and publication of scientific data and information on water resources and the environment, with particular emphasis on the detection and monitoring of trends or changes;
- (f) increase public knowledge and provide scientific information to the governments for coherent environmental policymaking;

(g) mobilize, manage, administrate, and execute donations, trusts, grants, procurement, contracting, and loans obtained through multilateral, bilateral, private and philanthropic cooperation, to implement sustainable development programs, projects and activities related to water resources and the environment; and

(h) carry out any other appropriate activities, related to the purpose for which it was created.

#### **ARTICLE IV SCIENTIFIC, TECHNICAL AND EDUCATIONAL AGENDA**

The promotion of the integral management of water resources and the environment will be developed in the framework of a scientific, technical and educational agenda at the service of the countries in the humid tropical zone of Latin America and the Caribbean, comprising the following subjects:

- (a) the water cycle;
- (b) the governance of water and water basin agencies;
- (c) the integral management of water resources;
- (d) water and sanitation;
- (e) sustainable energies;
- (f) water and indigenous peoples;
- (g) water and gender,
- (h) water economy;
- (i) water legislation;
- (j) water, culture and ethics;
- (k) process and interactions between the ocean, the atmosphere and land;
- (l) marine and terrestrial ecosystems;
- (m) integral management of coastal marine areas;
- (n) the role of water in biodiversity;
- (o) protected natural areas and wetlands;

- (p) global climate change and its variability;
- (q) analysis of emerging environmental problems;
- (r) environmental land use planning, using the water basin as the basic unit;
- (s) risk management and natural disasters; and
- (t) geographic information technologies, Earth observation systems, and telecommunications.

## **ARTICLE V PARTICIPATION**

Participation in the projects, programs and activities of CATHALAC shall be open to all the countries in the humid tropical zone of Latin America and the Caribbean, as well as to all countries outside the region, intergovernmental agencies; non governmental, private and philanthropic organizations and persons interested in supporting the scientific, technical and educational agenda or the activities programmed by the Center.

## **ARTICLE VI BODIES**

The Center shall be made up of the following bodies:

- (a) The Executive Council;
- (b) the Directorate General;
- (c) the Scientific, Technical and Educational Advisory Committee, and
- (d) the Financial Sustainability Advisory Committee.

## **ARTICLE VII THE EXECUTIVE COUNCIL**

1. The functions of the Executive Council are the following:
  - (a) Establish, review and update the policies, procedures and regulations of the Center;
  - (b) approve the long-term programs of the Center;
  - (c) approve, every two years, the work program and budget of the Center;

- (d) review the reports submitted by the Director General;
- (e) evaluate the performance of the Center.

The Executive Council shall adopt its rules of procedure at its first meeting.

2. The activities of the Center will be directed and supervised by an ad-honorem Executive Council, made up of:

- (a) A representative of the Government of Panama;
- (b) a representative of the Environment Ministries or similar institutions of each of the Member States of the Center;
- (c) a representative of a government organization, from the community of donor organizations making a significant financial contribution to the functioning of the Center, acting as an observer, who can participate in the meetings by decision of the Executive Council;
- (d) a representative of a non governmental organization making a significant financial contribution to the operation of the Center, acting as an observer, who can participate in the meetings by decision of the Executive Council;
- (e) up to two (2) observers making a significant financial contribution to the functioning of the Center, who can participate in the meetings by decision of the Executive Council;
- (f) the Chairman of the Scientific, Technical and Educational Advisory Committee, acting as an observer, who can participate in the meetings by decision of the Executive Council; and
- (g) the Chairman of the Financial Sustainability Advisory Committee, acting as an observer, who can participate in the meetings as an observer, by decision of the Executive Council.

3. The representative of the Government of Panama shall be, *ex officio*, the Chairman of the Executive Council, and this position will be held by the General Administrator of the National Environmental Authority (ANAM). However, the Executive Council may select as its Chairman, by consensus, a Government representative of a Member State making significant contributions to the work program and budget of the Center.

4. The Executive Council will hold a regular meeting every two years. Extraordinary meetings of the Council may take place upon agreement of the Members by consensus.

**ARTICLE VIII  
THE DIRECTORATE GENERAL**

1. The Directorate General will implement the work plan, programs, projects and activities of the Center.

2. The Director-General shall be appointed by the Chairman of the Executive Council, who shall previously consult with the members of the Council.

3. The Directorate General shall consist of a Director-General and his staff.

4. The Director-General of CATHALAC shall be responsible for the administration and management of the Center and shall undertake the following tasks:

(a) Direct the work of the Center according to the programs and long-term guidelines established by the Executive Council;

(b) draft the work plan and budget of the Center every two years, which shall be submitted to the consideration of the Executive Council for approval;

(c) prepare the provisional agenda of the meetings of the Executive Council;

(d) prepare reports on the activities of the Center and submit them to the Executive Council;

(e) administrate the Center in a manner consistent with the applicable rules and regulations; and

(f) represent the Center before the courts and in any civil action.

5. The staff of the Center shall be appointed by the Director-General, according to the procedures established by the Executive Council, based on principles of excellence, equal opportunity and non-discrimination.

**ARTICLE IX  
THE SCIENTIFIC, TECHNICAL AND EDUCATIONAL  
ADVISORY COMMITTEE**

1. The Scientific, Technical and Educational Advisory Committee of the Center is the body responsible for formulating and issuing strategic recommendations contributing to the implementation of the scientific, technical and educational agenda of the Center.

2. The Scientific, Technical and Educational Advisory Committee shall be made up of twenty (20) scientists of international renown in their respective specialties.

The Executive Council shall establish the terms of reference of the profile of the members who will serve on this Committee and shall regulate the procedure for their selection.

3. The Scientific, Technical and Educational Advisory Committee shall hold at least one regular meeting annually that may be called by the Executive Council or by the Directorate General of the Center.

#### **ARTICLE X THE FINANCIAL SUSTAINABILITY ADVISORY COMMITTEE**

1. The Financial Sustainability Advisory Committee is the body responsible for formulating, issuing and implementing strategic recommendations contributing to the mobilization of financial resources to ensure the continuous operation of the Center.

2. The Financial Sustainability Advisory Committee shall consist of prestigious natural or juridical recognized for their ethic and moral character. The Executive Council will establish the criteria to enable these persons to participate in the Committee.

3. The Financial Sustainability Advisory Committee shall hold at least one regular meeting annually that may be called by the Executive Council or by the Directorate General of the Center.

#### **ARTICLE XI FINANCIAL PROVISIONS**

The resources of the Center shall consist of:

(a) The funds allocated to it by the Government of the Republic of Panama;

(b) the voluntary financial contributions made by other Governments;

(c) grants, donations, trusts, and bequests from countries located outside the region; regional or international intergovernmental organizations; and other non-governmental and private organizations interested in supporting the scientific, technical and educational agenda or activities programmed by the Center;

(d) the considerations it may receive by way of compensation for services rendered.

## **ARTICLE XII HEADQUARTERS**

1. The headquarters of the Center will be located in Panama, Republic of Panama, without prejudice to the establishment of offices in other countries, according to the requirements of the programs, projects and activities of the Center, with the previous approval of the Executive Council. Annex I describes the minimum conditions that Panama, as the host country, shall provide to the Center.

2. The host country shall have the responsibility of settling any claims made by third parties against the Center, against members of its staff or against other persons contracted by the Center, and it shall protect the Center and the mentioned persons from any claim or liability arising from the operations of the Center, endorsed by this Agreement, except in those cases when the Center and the Government agree that such claims or liabilities are the result of the gross negligence or deliberate action of such persons.

## **ARTICLE XIII PRIVILEGES AND IMMUNITIES**

CATHALAC shall sign an agreement with the Government of the host country, in which the legal status of CATHALAC as well as the privileges and immunities of its personnel shall be established.

## **ARTICLE XIV DEPOSITARY**

The Depositary of this Agreement shall be the Ministry of Foreign Affairs of the Republic of Panama.

## **ARTICLE XV GENERAL PROVISIONS**

1. This Agreement shall be open for signature by all the States of the humid tropical zone of Latin America and the Caribbean, at the Ministry of Foreign Affairs of Panama, the host country of the Center, until the date of its entry into force. Subsequently, this Agreement shall be open to accession.

2. This Agreement shall be of indefinite duration and shall enter into force on the date of deposit of the second instrument of ratification. For each State ratifying or acceding to this Agreement after the date of its entry into force, the Agreement shall enter into force on the date of deposit of the respective instrument of ratification or accession.



3. Any of the parties hereto may denounce this Agreement by written notification to the Depository, six months in advance, without prejudice to compliance with any pending obligations in respect of ongoing activities.

4. This Agreement may be amended by consensus of the Member States of the Center, and the agreed amendments shall enter into force in conformity with the provisions of section 2 of this article.

5. In the event of the dissolution of the Center, its assets and / or remaining funds shall be donated to the State of Panama for public use; or they may be donated to other legally established, non-profit organizations.

DONE in Panama, Republic of Panama, this 12<sup>th</sup> day of November of the year 2008, in Spanish and English, both texts being equally authentic.

authentic.

**FOR THE NETHERLANDS  
ANTILLES**

**FOR ANTIGUA AND BARBUDA**

**FOR ARUBA**

**FOR BARBADOS**

**FOR BELIZE**

**FOR ESTADOS UNIDOS  
MEXICANOS**

**FOR SAINT KITTS AND NEVIS**

**FOR GRENADA**

**FOR JAMAICA**

**FOR MARTINIQUE**

**FOR THE COMMONWEALTH  
OF DOMINICA**

**FOR THE COMMONWEALTH  
OF THE BAHAMAS**

**FOR THE DEPARTMENT OF  
GUADELOUPE**

**FOR THE BOLIVARIAN  
REPUBLIC OF VENEZUELA**

**FOR THE REPUBLIC OF  
BOLIVIA**

**FOR THE REPUBLIC OF  
COLOMBIA**

**FOR THE COOPERATIVE  
REPUBLIC OF GUYANA**

**FOR THE REPUBLIC OF  
COSTA RICA**



**EKHART PETERS**

**Ambassador Extraordinary and  
Plenipotentiary to the Republic  
of Panama**

**ANNEX I**  
**SPECIFICATION OF THE CONTRIBUTIONS OF THE**  
**GOVERNMENT OF PANAMA, AS THE HEADQUARTERS OF THE**  
**CENTER**

1. The Government of Panama, through the ANAM, will contribute at least ninety-five thousand U.S. dollars (USD 95,000.00) annually, to finance part of the operations of the Center.

2. The Government of Panama shall assign the use and administration of an area of approximately 12.6 hectares of land, including improvements, to be used by the Center. Additionally, it shall provide the Center the basic utility services, including electricity, telephone lines and potable water supply.



REPUBLICA DE PANAMA  
Ministerio de Relaciones Exteriores

PANAMA 4, PANAMA

El Director del Departamento de Tratados del Ministerio de Relaciones Exteriores de la República de Panamá,

**CERTIFICA:**

Que el texto que antecede es fiel copia del original del **CONVENIO CONSTITUTIVO DEL CENTRO DEL AGUA DEL TROPICO HUMEDO PARA AMERICA LATINA Y EL CARIBE (CATHALAC)**, hecho en Panamá, República de Panamá, el 12 de noviembre de 2008, en los idiomas español e inglés, que reposa en los archivos del Departamento de Tratados de este Ministerio.

Panamá, 20 de abril de 2009.



**ELIAS VARGAS BARRIOS**  
Director del Departamento de Tratados