

**DRAFT TRIPARTITE AGREEMENT BETWEEN THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO), THE KINGDOM OF SPAIN, AND “LA CAIXA” FOUNDATION REGARDING THE DESIGNATION OF PALAU MACAYA AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Kingdom of Spain

and

The United Nations Educational, Scientific and Cultural Organization,

and

Fundación Bancaria Caixa d’Estalvis | Pensions de Barcelona “la Caixa” (“**la Caixa**” **Foundation**”) as the owner of the Palau Macaya Center.

*Having regard* to the [Draft] Medium-Term Strategy for 2022-2029 (41 C/4) and the [Draft] Programme and Budget for 2022-2025 (41 C/5) whereby the UNESCO General Conference seeks to favour international cooperation in respect of maximizing the contributions of the Social and Human Sciences to the strategies to overcome the legacies of the COVID crisis and strengthen Member States capacities to develop solid policies to advance a more sustainable and inclusive development path. A major goal would be to deliver inclusive outcomes for our societies, foster social cohesion and improve the well-being of people.

*Considering* that the Director-General has been authorized by the General Conference to conclude with the Kingdom of Spain and - “la Caixa” Foundation 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 between the Kingdom of Spain, “la Caixa” Foundation and UNESCO that shall be granted to the said centre in this Agreement,

**HAVE AGREED AS FOLLOWS:**

**Article 1 – Definitions**

- a. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
- b. “Government” refers to the Kingdom of Spain.
- c. “Centre” refers to Palau Macaya - “la Caixa” Foundation.
- d. “Parties” refers to the United Nations Educational, Scientific and Cultural Organization, the Kingdom of Spain and “la Caixa” Foundation.

**Article 2 – Establishment**

- a. “la Caixa” Foundation shall agree to take, in the course of the year 2022, any measures that may be required for the transformation of the existing institution Palau Macaya - “la Caixa” Foundation into a category 2 centre under the auspices of UNESCO, as provided for under this Agreement.
- b. The Kingdom of Spain shall assist “la Caixa” Foundation in taking the measures that may be required for the transformation of the existing institution, Palau Macaya - “la Caixa” Foundation, into 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, “la Caixa” Foundation and the Government of the Kingdom of Spain regarding the designation of Palau Macaya - “la Caixa” Foundation as a category 2 centre under the auspices of UNESCO 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 Kingdom of Spain and “la Caixa” Foundation shall ensure that the later enjoys within its territory the autonomy necessary for the execution of its activities and has the legal capacity to:
  - i. contract;
  - ii. institute legal proceedings;
  - iii. acquire and dispose of movable and immovable property.

### **Article 5 – Objectives and Functions**

The objectives and functions of the Centre shall be to:

- a. Act as an international platform to support UNESCO, through its Social and Human Sciences (SHS) sector, strengthen its function as a “Laboratory of Ideas and policy solutions” to achieve inclusive and resilient societies. By promoting state of the art research, innovative thinking and dialogue, and increased institutional capacities, the Center will help devise, jointly with SHS, responses to the challenges we face, particularly after the COVID-19 crisis. Emphasis will be put on a people’s centered agenda, focusing, among others, on youth, children, gender equality and the most vulnerable groups.
- b. Organize International High-Level Forums: The Centre will support and coordinate high-level forums, including those at the ministerial level, to examine policy efforts and to advocate for UNESCO’s commitments to global agendas, including the 2030 Agenda for Sustainable Development. These events will also mobilize the political support of Member States to UNESCO activities, mainly in the framework of UNESCO’s Management of Social Transformations (MOST) programme, its work against discrimination and racism, the agenda for youth and gender, the ethics of science, including artificial intelligence, and the ethics of climate change.
- c. Engage in supporting research: The Centre, by leveraging its well-established network with institutions of academic excellence and its widespread linkages with official entities, enterprises, and organizations of the civil society, will support innovative research projects that could directly contribute to strengthen evidence-informed decision making related to public policies. The results of research projects will contribute to joint publications between the Centre, UNESCO, and other partners. Particularly relevant will be an annual flagship report on inclusive and resilient societies.

- d. Design and implement capacity development activities: The Centre will support diverse formats of training in coordination with building mechanisms of the MOST programme: MOST Schools, UNESCO Inclusive Policy Lab, Anti-discrimination toolkit, Intercultural skills, ethics of science and UNESCO Futures Literacy Labs. It is expected that professionals from diverse countries will benefit from these training initiatives.
- e. Enhance cooperation with UNESCO to deliver an annual flagship report on inclusive societies and call for the enhanced integration of equity considerations along with resilience and efficiency objectives in the global debate. This will also include the publication of policy briefs in different domains.
- f. Collaborate in mobilizing partnerships to provide direct support for youth that are leading social innovation initiatives.
- g. Support through its work, UNESCO's contribution to the implementation of the 2030 Agenda for Sustainable Development and the achievement of the Sustainable Development Goals.

#### **Article 6 – Governing Board**

- a. Palau Macaya- “la Caixa” Foundation shall be guided and overseen by a Governing Board renewed every 4 years, and include:
  - i. a representative of the Government or his/her appointed representative;
  - ii. representatives of Member States and or Associate Member States of UNESCO which have sent to the Centre notification for membership, in accordance with the stipulations of Article 12.b and have expressed interest in being represented on the Board;
  - iii. a representative of the Director-General of UNESCO.
  - iv. a representative of Palau Macaya- “la Caixa” Foundation as a non-voting member
- 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 the 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, together with “la Caixa” Foundation.

#### **Article 7 – Contribution by the Government**

The Kingdom of Spain shall support the Center in mobilizing additional extra-budgetary resources that may be necessary and will facilitate the participation of public officials, including at the ministerial level, at the international events that will be organized by the Center and the Social and Human Science Sector of UNESCO to support the global agendas.

#### **Article 8 – Contribution by Palau Macaya - “la Caixa” Foundation**

Palau Macaya - “la Caixa” Foundation shall:

- a. assume all costs related to the maintenance of the premises, equipment, facilities, utilities and communications;
- b. provide, in cooperation with the Government, all necessary financial resources, as well as the staff necessary, for performance of its functions as a category 2 centre.

#### **Article 9 – Financial Contribution to UNESCO**

“la Caixa” Foundation shall make an annual contribution of US \$250,000 to UNESCO Social and Human Sciences Sector, by 31 December of every year from the entry into force of this agreement:

- a. To support joint projects and activities along sectoral programme priorities, and among others those related to the annual flagship report on inclusive and resilient societies. In addition, “la Caixa” Foundation will provide intellectual support to these joint projects and activities.
- b. To assist UNESCO to recover costs incurred by the Organization in administering, monitoring, reporting and other operational processes vis-à-vis the Centre.

#### **Article 10 – 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. Engaging in the intellectual underpinnings of the Center, contributing to advance knowledge sharing.
  - ii. providing the assistance of its experts in the specialized fields of the Centre;
  - iii. engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; and

iv. 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 11 – 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 Centre Representative shall inform the Parties to the Agreement and other participating Member States of the receipt of such notifications.

#### **Article 12 – 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 13 – 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 Member State 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 designated, 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 designated, including global strategies and action plans, as well as sectoral programme priorities. This evaluation, managed by UNESCO, shall be financed entirely by "la Caixa" Foundation through the "Financial Contribution to UNESCO" as specified in Article 9.

c. UNESCO undertakes to submit the conclusions of the renewal evaluation to the Centre and Member State concerned and to make available the renewal evaluation report 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 14 – 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 letter headed 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 letter headed paper and documents, including electronic documents and websites of [Name of Institution] are strictly prohibited in the absence of a valid agreement with UNESCO.

#### **Article 15 – Entry into force**

This Agreement shall be applied provisionally from the date of its signature by the Parties and shall enter into force once the Government has informed the other Parties by written notification, that all the formalities required for its entry into force by Spanish legislation have been completed.

#### **Article 16 – Duration**

This Agreement is concluded for a period of eight years as from its date of provisional application or entry into force. The Agreement shall be renewed or terminated on the basis of a decision by the Executive Board following a recommendation of the Director-General of UNESCO.

#### **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 others.

#### **Article 18 – Revision**

This Agreement may be revised by written consent between the kingdom of Spain, “la Caixa” Foundation, and UNESCO, further to, and taking into account the recommendations of a renewal evaluation.

#### **Article 19 – Settlement of disputes**

Any dispute arising from this Agreement shall be settled by mutual understanding of the Parties. In the absence of an amicable settlement, the dispute shall be referred to arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules and shall not be referred to any national court.

#### **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 WITNESS WHEREOF, the undersigned have signed this Agreement,  
DONE in six copies in English and Spanish, both versions being equally authentic.

.....

For "la Caixa" Foundation

For the United Nations Educational, Scientific and Cultural Organization

For the Kingdom of Spain

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