

**DRAFT**

AGREEMENT BETWEEN

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION  
(UNESCO)

AND

THE KINGDOM OF SPAIN

REGARDING

THE CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO ENTITLED  
“INTERNATIONAL CENTRE FOR MEDITERRANEAN BIOSPHERE RESERVES”

The United Nations Educational, Scientific and Cultural Organization and the Kingdom of Spain, hereinafter referred to as "the Parties",

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation, an example of which are the activities carried out by the International Centre on Mediterranean Biosphere Reserves in Spain;

Aware that the activities carried out by the Centre, during the period 2014-2019, have been of great relevance for the fulfilment of the objectives of the MAB Programme, in the Mediterranean biosphere reserves;

Considering that, in view of the achievements made by the Centre during this period, which were presented to the Executive Board at its 207<sup>th</sup> session, the Executive Board of UNESCO has authorized the Director-General to conclude a new Agreement with the Kingdom of Spain, for the renewal of the designation of the Centre as a Category 2 Centre;

Desirous of defining the terms and conditions governing the contribution 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. “Spain” refers to the Kingdom of Spain.
3. “Centre” means the International Centre on Mediterranean Biosphere Reserves under the auspices of UNESCO, located within the premises of the Abertis Foundation, Castellet Castle, in the municipality of Castellet i la Gornal, Spain.

**Article 2 - Continuity of activities**

Spain shall agree to provide, during the year 2019, all necessary measures for the continuation of the planning and development of the activities of the Centre under the auspices of UNESCO, in conformity with the provisions of this Agreement.

### **Article 3 - Purpose of the Agreement**

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and Spain, as well as the rights and obligations of the Parties stemming therefrom.

### **Article 4 - Legal Status**

4.1 The Centre shall be independent of UNESCO.

4.2 The Centre shall have, on the territory of Spain, the functional autonomy necessary for the implementation of its activities as well as 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 concerning:

- a) the legal status granted to the Centre, within the national legal system of Spain, the legal capacity necessary to exercise its functions and to receive funds , to obtain payments for services rendered, and to acquire and dispose of property necessary for its functioning;
- b) a governing structure for the Centre allowing UNESCO representation within its governing body.

### **Article 6 - Functions/Objectives**

The primary objectives of the Centre shall be to:

1. Coordinate the Network of Mediterranean Biosphere Reserves, which will be made up of the biosphere reserves that have voluntarily joined it and which will form part of the UNESCO Thematic Network known as "MedMaB".

2. Collect, structure, synthesize and disseminate the experience acquired by biosphere reserves in the Mediterranean area, especially the Spanish ones, but also from other reserves in coastal countries and in the World Network of Biosphere Reserves.

3. Stimulate exchanges between Mediterranean biosphere reserves and facilitate their relationship with other networks. Create tools for exchanging previously acquired knowledge through dissemination, informative and training activities and demonstrations, following in the footsteps of the work of the World Network of Biosphere Reserves.

4. Help in the training of managers, scientific teams and researchers interested in biosphere reserve management.

The Centre shall undertake the following activities:

Support developing countries in the following areas:

- a. those that will be helpful to developing countries in achieving sustainable development and economic growth;
- b. those that will contribute to the fulfilment of international agenda and initiatives, such as the United Nations Sustainable Development Goals;
- c. those that will promote an integrated and multidisciplinary approach to nature protection and sustainable development; and,
- d. other ones related to the Spanish Agency for International Development Cooperation (AECID) projects of Spain and/or international development projects.

The Centre shall have the following functions:

- a) determine and apply procedures to collect the most significant knowledge on biosphere reserves and other relevant networks of protected areas at both the national and international levels;
- b) process collected knowledge so that it can be presented in different ways and can be used to elaborate different communication material;
- c) produce and disseminate appropriate material for different beneficiaries and for the media used;
- d) hold meetings and events which consider: the exchange of experiences, the systematization of knowledge, supporting the decision-making related to biosphere reserves, and the establishment of agreements in order to develop cooperation projects, mainly in the Mediterranean realm;
- e) reinforce, through intellectual creation, a global dimension of the MAB Programme and of biosphere reserves, highlighting their links to the Rio+20 United Nations Conference on Sustainable Development resolutions, "The Future we Want", and to the United Nations Sustainable Development Goals; and,
- f) prepare publications on successful case studies and best practice guidelines to support the implementation of the sustainable management of biosphere reserves.

### **Article 7 - Governing Board**

1. The Centre's activities shall be guided and coordinated by a Governing Board, renewed every three years, whose members do not exceed nine in number, which shall be composed of:
  - a) one representative of the Government of Spain, belonging to the Autonomous Authority for National Parks (OAPN);
  - b) one representative of the Director-General of UNESCO;
  - c) one representative of the Abertis Foundation;
  - d) one representative of the Spanish National Commission for Cooperation with UNESCO (non-voting member);
  - e) one representative of the governing structure of the Centre (non-voting member);

- f) one representative of the Scientific Board of the Spanish MAB Committee (as a non-voting member)
- g) one representative of the Board of Managers of the Spanish Network of Biosphere Reserve (as a non-voting member)
- h) representatives of Member States, which have sent to the Centre notification for membership and which have expressed their interest in being represented on the Board, in accordance with Article 10.2.

Other representatives of OAPN, the Abertis Foundation and the Spanish MAB Committee may participate in the Governing Board as observers without the right to vote.

2. The Governing Board shall:

- a) approve the medium and long-term programmes of the Centre;
- b) approve the annual work plan and budget of the Centre, including the staffing and personnel 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) 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 Kingdom of Spain;
- e) 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;
- f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre and the question of their membership.

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 or her own initiative or at the request of the UNESCO Director-General or the majority of the members of the Governing Board.

4. The Governing Board shall adopt its own rules of procedure. For its first meeting, the procedure shall be established by the Parties.

### **Article 8 - UNESCO's Contributions**

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;
- b) engaging in temporary staff exchanges, whereby the staff concerned will remain on the payroll of the dispatching organizations ; and,

- c) seconding members of its staff temporarily, as may be decided by the Director-General and on an exceptional basis, if justified by the implementation of a joint activity/project within a strategic programme priority area.

2. In the cases listed in paragraph 1 of this Article, 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 - Contributions by the Government of Spain**

1. The Government of Spain shall provide all the resources, either financial or in-kind, required for the administration and proper functioning of the Centre **through the Abertis foundation under the protocol of Collaboration signed between OAPN and the Abertis Foundation on 11 July 2011 (ref. 1018-110851-00) or the legal document that supersedes it.** Spain shall take appropriate measures in accordance with the laws and regulations of Spain, which may be required for the Centre to receive adequate funds.

2. The Center's resources shall derive from the sums allotted by the Government of Spain through the Abertis Foundation either financial or in kind, required for the administration and proper functioning of the Centre, namely:
- a) provide the Centre with appropriate office space, equipment and facilities;
  - b) entirely assume the maintenance of the premises as well as cover the cost of communications and utilities;
  - c) organize and cover the expenses of holding sessions of the Governing Board;
  - d) make available to the Centre the administrative staff necessary for its functions, which shall include the implementation of research, studies, training and publication activities, complementing the contributions from other sources; and,
  - e) finance the activities of the Centre and the renewal review assessment.

### **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 shall not be subject to any legal process, and 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 the UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of C/5 document (Programme and Budget), including the two global priorities of UNESCO, and related sectoral or programme priorities and themes;
  - 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 Centre to UNESCO 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. 4. Following the results of an evaluation, each of the contracting parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 16 and 17.

#### **Article 13 - Use of UNESCO 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 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 and when they have informed each other, in writing, that all the formalities required to that effect by the domestic law of Spain 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 six years as from its entry into force. - The Agreement shall be renewed upon common agreement between Parties once the Executive Board 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 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 Spain and UNESCO.

### **Article 18 - Settlement of Disputes**

1. Any dispute between the Parties concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed to by the Parties, shall be submitted for final decision to an arbitration tribunal composed of three members, one of whom shall be appointed by a representative of Spain, another by the UNESCO Director-General and a third, who shall preside over the tribunal, shall be chosen by the first two. If the two arbitrators cannot agree on the choice of a 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 \_\_\_\_\_, on \_\_\_\_\_ 20\_\_\_\_\_ in four original copies, in the Spanish and English languages and all texts are equally authentic.

For the United Nations Educational,  
Scientific and Cultural Organization

For The Kingdom of Spain