

**DRAFT AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF**  
**THE REPUBLIC OF KOREA**  
**AND**  
**THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND**  
**CULTURAL ORGANIZATION (UNESCO)**  
**REGARDING**  
**THE ESTABLISHMENT OF**  
**THE GLOBAL RESEARCH AND TRAINING CENTRE FOR**  
**INTERNATIONALLY DESIGNATED AREAS**  
**UNDER THE AUSPICES OF UNESCO (CATEGORY 2)**

The Government of the Republic of Korea

And

The United Nations Educational, Scientific and Cultural Organization (hereinafter jointly referred to as the “Parties”),

*Having* regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of research and training for internationally designated areas,

*Considering* that the Director-General of UNESCO has been authorized by the General Conference to conclude, with the Government of the Republic of Korea, an agreement regarding the establishment of a Global Research and Training Centre for Internationally Designated Areas in conformity with the draft that was submitted to the General Conference, and

*Desirous* of defining the terms and conditions governing the framework for cooperation between the Government of the Republic of Korea and UNESCO that shall be granted to the said Centre in this Agreement,

**HAVE AGREED AS FOLLOWS:**

### **Article 1 Definitions**

In this Agreement,

1. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization;
2. the “Government” means the Government of the Republic of Korea;
3. the “Centre” means the Global Research and Training Centre for Internationally Designated Areas (GCIDA) that shall be located in the Jeju Special Self-Governing Province of the Republic of Korea.

### **Article 2 Establishment**

The Government shall agree to take, in the course of the year 2020, any measures that may be required for the setting up of the Centre in the Jeju Special Self-Governing Province 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 the collaboration between the Parties and also the rights and obligations stemming therefrom for the Parties.

**Article 4**  
**Legal Status**

1. The Centre shall be independent of UNESCO.
2. The Government shall, in accordance with the laws and regulations of the Republic of Korea, ensure that the Centre enjoys within its territory the functional autonomy necessary for the execution of its activities and the legal capacity:
  - (a) to contract;
  - (b) to institute legal proceedings; and
  - (c) to acquire and dispose of movable and immovable property.

**Article 5**  
**Constitutive Act**

The constitutive act of the Centre shall include provisions describing precisely:

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

**Article 6**  
**Objective and Functions**

1. The main objective of the Centre shall be to provide research and training globally for the improved management of Internationally Designated Areas (IDAs), namely Biosphere Reserves, World Natural Heritage Sites, UNESCO Global Geoparks and Ramsar sites, including Multi-Internationally Designated Areas (MIDAs), in a coordinated and integrated manner in order to ensure environmental conservation in line with sustainable development objectives.
2. The functions of the Centre shall be to:
  - (a) disseminate advanced knowledge on the management of IDAs for contributing to sustainable development and environmental conservation in connection with the 2030 Agenda for Sustainable Development;

- (b) carry out research to develop case studies and illustrative examples of local development integrated into the conservation and management of IDAs and develop guidelines on best practices;
- (c) provide capacity building programmes for managers and representatives of national and local authorities in charge of proposing and managing IDAs, including MIDAs with a focus on developing countries, especially countries in the African and Asia-Pacific region;
- (d) consult upon and support the drawing-up of nomination documents and periodic reports, as well as development of management policies on IDAs;
- (e) provide a platform for networking and cooperation within a specific ecosystem or biome and/or within a specific region or sub-region; and
- (f) develop partnerships with appropriate United Nations (UN) agencies and programmes, as well as other international intergovernmental organizations, non-governmental organizations and global funds and foundations to strengthen research and training that will enhance and strengthen the capacity of IDAs to contribute to the 2030 Agenda for Sustainable Development and the Paris Agreement on climate change.

## **Article 7 Governing Board**

1. The Centre shall be guided and overseen by a Governing Board, which shall be renewed every three years, including:

- (a) three representatives of the Government in charge of IDA- related policies and international cooperation, e.g., the Ministry of Foreign Affairs and the Ministry of Environment and Cultural Heritage Administration;
- (b) a representative of the Government of the Jeju Special Self-Governing Province;
- (c) five representatives of relevant international organizations and academia (“academia” meaning relevant universities and research institutes);
- (d) up to three representatives of UNESCO Member States wishing to participate in the Centre’s activities that have sent to the Centre a notification of their desire to participate in the Centre’s activities, in accordance with Article 10, paragraph 2, while ensuring, as far as possible, equitable geographical representation.
- (e) a representative of the Director-General of UNESCO;
- (f) the Director of the Centre or his/her delegate (he/she does not have 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 of the Centre, including the staffing table;
- (c) examine the annual reports submitted by the Director of the Centre, including a biennial self-assessment reports of the Centre’s contribution to UNESCO’s programme objectives;
- (d) 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;

- (e) adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws and regulations of the Republic of Korea; and
- (f) decide upon the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

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/her own initiative or at the request of the Director-General of UNESCO or of a simple majority of its members.

4. The Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO.

5. The Director of the Centre shall be appointed by the Government in consultation with UNESCO, and shall supervise the overall operation and management of the Centre.

#### **Article 8 UNESCO's Contribution**

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 when appropriate, whereby the staff concerned shall remain on the payroll of the dispatching organizations; and
- (c) seconding members of its staff temporarily, as may be decided by the Director-General of UNESCO on an exceptional basis if justified by the implementation of a joint activity/project within a strategic programme priority area.

2. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO's programme and budget, and UNESCO shall provide Member States with accounts relating to the use of its staff and associated costs.

#### **Article 9 Contribution by the Government**

1. The Government shall, subject to its relevant laws and regulations, and following the annual budget appropriation of the Republic of Korea, provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre.

2. Government support operates at two levels: the Government of the Republic of Korea and the Government of the Jeju Special Self-Governing Province.

3. The Government undertakes, subject to its relevant and appropriate laws and regulations,

and following the annual budget appropriation of the Republic of Korea, to:

- (a) make available to the Centre the necessary financial, administrative and technical support for the Centre;
- (b) entirely assume, through the Government of the Jeju Special Self-Governing Province, the provision and maintenance of the premises and equipment;
- (c) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise:
  - i) organizing the Governing Board meetings;
  - ii) executing the activities of the Centre in accordance with its annual work-plans and budget; and
  - iii) proposing work plans and budgets for adoption by the Governing Board.

### **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 of the Centre shall inform the Parties to the Agreement and the 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 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 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 Government or the Centre.

3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.

4. Following the results of an evaluation, each of the Parties shall have the option of requesting a revision of the contents of this Agreement or denouncing it, as envisaged in Articles 16 and 17.

### **Article 13 Use of UNESCO Name and Logo**

1. The Centre may mention its affiliation with UNESCO. It may therefore use after its title the phrase "under the auspices of UNESCO".

2. The Centre is authorized to use the UNESCO logo or a version thereof on its letterheaded 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 Parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the Republic of Korea 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 the 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 has made its comments based on the results of the renewal assessment provided by the Director-General of UNESCO.

### **Article 16 – Denunciation**

1. Each Party shall be entitled to denounce this Agreement unilaterally by written notification to the other Party.

2. The denunciation shall take effect on the ninetieth day following receipt of the notification sent by one of the Parties to the other.

**Article 17 – Revision**

This Agreement may be revised by written consent between the Government and UNESCO.

**Article 18 – Settlement of disputes**

1. Any dispute between the Government and UNESCO 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 referred, upon consent of both Parties, for final decision to an arbitration tribunal composed of three members, one of whom shall be appointed by a representative of the Government, another by the Director-General of UNESCO, 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, being duly authorized thereto by the Government and UNESCO have signed this Agreement,

DONE in duplicate, at            on            in the English language

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For the Government  
of the Republic of Korea

For the United Nations Educational,  
Scientific and Cultural Organization