

**AGREEMENT BETWEEN**

**THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA**

**AND**

**THE UNITED NATIONS EDUCATIONAL,  
SCIENTIFIC AND CULTURAL ORGANIZATION**

**CONCERNING**

**THE INTERNATIONAL RESEARCH CENTRE ON KARST  
IN GUILIN, CHINA, UNDER THE AUSPICES OF UNESCO  
(CATEGORY 2)**

**Agreement between  
The Government of the People's Republic of China  
and  
The United Nations Educational, Scientific and Cultural Organization**

**Concerning  
the International Research Centre on Karst in Guilin, China, under the Auspices of  
UNESCO (Category 2)**

**Preamble**

The Government of the People's Republic of China and the United Nations Educational Scientific and Cultural Organization (hereinafter referred to as the "Parties");

**Considering** that the International Research Centre on Karst was established in Guilin, People's Republic of China under the auspices of UNESCO (Category 2) pursuant to 34 C/Resolution 32 of the General Conference of UNESCO,

**Considering** that the Executive Board of UNESCO in 197 EX/ Decision X decided to renew the granting of category 2 status to the International Research Centre on Karst.

**Desirous** of redefining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the said Centre in this Agreement.

The Parties have agreed as follows:

**Article 1 – Definitions**

In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization;

The "Government" means the Government of the People's Republic of China; and,

The "Centre" means the International Research Centre on Karst.

**Article 2 – Purpose of the Agreement**

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the Government concerned and also the rights and obligations stemming therefrom for the

Parties.

### **Article 3–Legal status**

1. The Centre shall be independent of UNESCO.
2. The Government shall ensure the Centre enjoys within its territory the functional autonomy necessary for the execution of its activities and the legal capacity:
  - to contract;
  - to institute legal proceedings; and,
  - to acquire and dispose of movable and immovable property.

### **Article 4–Constitutive Act**

The constitutive act of the Centre must 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;
- (b) the governing structure for the Centre allowing UNESCO representation within its governing body.

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

1. The objectives of the Centre shall be to:
  - (a) advance knowledge on karst dynamic systems through scientific research, publications, international cooperation;
  - (b) advance international cooperation and contacts and provide a platform for the exchange of scientific information about karst dynamic systems and the sustainable utilization of karst resources and environmental protection, between institutions worldwide within the framework of the International Geoscience Programme (IGCP) of UNESCO, the karst commissions of the International Union of Geological Sciences (IUGS), the International Association of Hydrogeologists (IAH), and the International Geographical Union (IGU);
  - (c) provide advisory activities, technical information and training, and raise social awareness on karst dynamic systems applications for integrated control of rocky desertification rehabilitation, ecological restoration and biodiversity, and global climate change, including society at large, NGOs and governmental institutions at central and regional levels;

- (d) develop a network of demonstration sites for the implementation of karst dynamic systems theory to improve epikarst and subterranean water resources utilization, control rocky desertification rehabilitation, protect biodiversity to improve its capacity to adapt to climate change, study the karst process and carbon cycle, and examine the paleo-climate record with stalagmites, so as to provide services for karst areas' sustainable development;
- (e) promote monitoring, modeling and mapping systems on karst dynamic systems, gradually put into place a monitoring network and conduct comparative studies among different countries and regions.

2. The functions of the Centre shall be to:

- (a) conduct technical, scientific and theoretical research on modern karst science; coordinate and organize international/interregional cooperative projects and provide guidance on experimental equipment and provide field experimental sites when necessary;
- (b) revise and update the website of the Centre, and build a platform to facilitate the exchange of scientific and policy information at the international level; undertake science popularization and dissemination, actively organize and participate in international workshops, symposiums and conferences related to karst science;
- (c) cooperate with the UNESCO International Geoscience Programme (IGCP), the International Hydrological Programme (IHP), the Man and the Biosphere (MAB) Programme, government agencies, NGOs and decision-makers, in order to put the results of scientific research into practice;
- (d) organize international training courses on karst science for postgraduate students, researchers, technicians and relevant managers, provide up-to-date progress, technologies and policies related to karst dynamic system, arrange field visits, and promote in-depth exchange among participants;
- (e) gradually develop guidelines and criteria on the investigation and research on karst dynamic systems, conduct comparative study, advance ecological education, rocky desertification rehabilitation, and biodiversity protection, address global climate change and sustainable development to raise public awareness.

3. The Centre shall pursue the above objectives and functions in close cooperation with the UNESCO IGCP and other water-related and ecosystem-related Centres under the auspices of UNESCO.

## Article 6– Governing Board

1. The Centre shall be guided and overseen by the Governing Board, renewed every six (6) years, and include:

- (a) a representative from the Ministry of Land and Resources of the People's Republic of China or his/her appointed representative, who shall be the *ex officio* Chairperson of the Governing Board;
- (b) a representative of the Director-General of UNESCO;
- (c) two representatives from other Ministries in the Government at the ministerial level and/or the level of head of department or division;
- (d) a representative from China Geological Survey, Chinese Academy of Geological Sciences, and the Institute of Karst Geology each;
- (e) up to four (4) internationally known experts appointed through consultation and negotiation between the Government and the Director-General of UNESCO;
- (f) representatives from relevant Member States which have sent to the Centre notification for membership, in accordance with the provisions of Article 11.2 below , and have expressed interest in being represented on the Governing Board;
- (g) The Director of the Centre shall participate *ex officio* in the work of the Governing Board, without the right to vote. The Director may formulate and submit proposals and either oral or written statements concerning any question under consideration.

2. The Governing Board shall:

- (a) approve the long-term and medium-term programmes of the Centre;
- (b) approve the annual work plan and budget of the Centre, including the staffing table;
- (c) examine the annual reports submitted by the Director of the Centre, including the biennial self-assessment reports on the contributions of the Centre to the objectives of UNESCO;
- (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) approve the rules and regulations, and determine the financial, administrative and personnel management procedures of the Centre in accordance with the Chinese laws;
- (f) decide on 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 at the request of a majority of its members.
4. The Governing Board shall adopt its own rules of procedure.

### **Article 7–Secretariat**

1. The Centre's Secretariat shall consist of a Director, Executive Deputy Director, Secretary-General and other staff as necessary for the proper functioning of the Centre;
2. The Centre's Secretariat shall be appointed from among persons of recognized qualifications by the Director of the Centre in consultation with the Governing Board;
3. The tasks and duties of the Centre's Secretariat will be determined by the Director of the Centre.
4. The other members of the Secretariat may comprise:
  - (a) members of UNESCO's staff who are temporarily seconded and made available to the Centre, as provided for by UNESCO's regulations and by the decisions of its governing bodies;
  - (b) government officials who are made available to the Centre, in accordance with government regulations.

### **Article 8–Director**

1. The Director of the Centre shall be appointed by the Chairperson of the Governing Board in consultation with the Director-General of UNESCO.
2. The Centre's Director shall perform, in particular, the following functions:
  - (a) direct the work of the Centre in conformity with the programmes and directives established by the Governing Board;
  - (b) prepare the draft programme and budget of the Centre, as well as any required reports to be submitted to the Governing Board for approval;
  - (c) prepare reports mentioned in Article 6.2 above on the Centre's activities to be submitted to the Governing Board of the Centre;
  - (d) execute the programme and financial plans of the Centre;

- (e) implement human resources policy and planning;
  - (f) represent the Centre in law and in all civil acts.
3. The Director of the Centre may set up relevant units within the Centre and determine their mandate and operational procedures.

### **Article 9–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 will remain on the payroll of the dispatching organizations;
  - (c) participating, when appropriate, in the scientific activities, international academic conferences and training courses or workshops held by the Centre, in which case the cost of such participation shall be borne by the Centre, and,
  - (d) 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/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 will provide Member States with accounts relating to the use of its staff and associated costs.

### **Article 10– Contribution by the Government**

1. The Government shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre.
2. The Government undertakes to:
- (a) provide administrative and technical staff necessary for the Centre to perform its functions, cover salary and allowance for the Secretariat’s staff (including Director), and supply office space, equipment and facilities for the Centre;
  - (b) make contributions which may be foreseen for this purpose in the budget of the Ministry of Land

and Resources of the People's Republic of China, covering training, young researchers and students fostering and exchange, publication and international cooperation, among others;

- (c) pay the costs of maintaining all the offices and demonstration sites, communication expenses, utility costs, the costs of organizing the meetings of the Governing Board, Academic Committee, as well as the costs of foreign guest researchers, and the staff of the Secretariat;
- (d) make payments for the research programmes and projects undertaken by the Centre related to the geological survey and study on global climate change, rocky desertification rehabilitation and underground river investigation and water resources exploitation, geological heritages and geoparks, and other relevant activities under the Ministry of Land and Resources of the People's Republic of China, and China Geological Survey;
- (e) provide other donations, grants or legacies in conformity with existing law to the Centre;
- (f) make available to the Centre the staff required for the effective performance of its functions.

### **Article 11– 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 this Agreement and other 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 missions of the Centre, and shall also not be subject to any legal process, and bear no liabilities of any kind, be its financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

### **Article 13– 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 UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of the C/5



document (Programme and Budget), including the two global priorities of the Organization, as well as 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 category 2 Centre to UNESCO's strategic programme objectives, to be funded by the host country or the Centre.

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

3. Following the results of an evaluation, each of the Parties shall have the option of requesting a revision of its contents or of denouncing this Agreement, in accordance with Articles 17 and 18.

#### **Article 14– Use of UNESCO name and logo**

1. The Centre may mention its affiliation with UNESCO. It may, therefore, use before (when expressed in Chinese) or after (when expressed in English) its title the mention "under the auspices of UNESCO".

2. The Centre is authorized to use the UNESCO logo, or a version thereof, on its letterhead paper and documents, including electronic documents and web pages, in accordance with the conditions established by the governing bodies of UNESCO.

#### **Article 15– Entry into Force**

The present Agreement shall enter into force upon signature by the Parties.

#### **Article 16– 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 17–Denunciation**

1. Each of the Parties shall be entitled to denounce this Agreement unilaterally.

2. The denunciation shall take effect within 90 days following the receipt of the notification sent by one of

the Parties to the other.

### **Article 18–Revision**

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

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

1. Any dispute between UNESCO and the Government 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 (3) 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 and 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 four original copies – two in Chinese and two in English - both the texts being equally authentic.

For the Government of the  
People's Republic of China

For the United Nations Educational,  
Scientific and Cultural Organization

\_\_\_\_\_  
Minister of Land and Resources

\_\_\_\_\_  
Director-General

Place:

Place:

Date:

Date: