

DRAFT AGREEMENT

BETWEEN

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

AND

THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

REGARDING

**THE INTERNATIONAL CENTRE ON SPACE TECHNOLOGIES FOR NATURAL AND
CULTURAL HERITAGE (HIST) UNDER THE AUSPICES OF UNESCO (CATEGORY 2)**

The Government of the People's Republic of China,

and

The United Nations Educational, Scientific and Cultural Organization,

Recalling 35C/Resolution 22 of the General Conference of UNESCO by which it approved the establishment of The International Centre on Space Technologies for Natural and Cultural Heritage (HIST) under the auspices of UNESCO (category 2) and invited the Director-General to sign the corresponding agreement between UNESCO and the Government of the People's Republic of China,

Having regard to the Agreement signed by the Government of the People's Republic of China and UNESCO concerning the establishment and operation of HIST, in Beijing, on 20 June 2011,

Having regard to the Agreement amended and signed by UNESCO and the Government of the People's Republic of China concerning the continued operation of the Centre respectively in Paris on 17 May 2014 and in Beijing on 22 May 2014,

Considering 37 C/Resolution 93 by which the General Conference approved a new integrated comprehensive strategy for Category 2 Institutes and Centres, and requested the Director-General to apply this strategy to any renewals of existing agreements, and

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO 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. "Government" means the Government of the People's Republic of China.
3. "Parties" means the Government of the People's Republic of China and UNESCO.
4. "Centre" means the International Centre on Space Technologies for Natural and Cultural Heritage (HIST), which was established in Beijing, China, in 2011 and has been granted the status of a category 2 Centre under the auspices of UNESCO.
5. "CAS" means the Chinese Academy of Sciences.

Article 2 – Operation of the Centre

The Government agrees to take, in the course of the year 2018, any measures that may be required for the continuation of the Centre in China as provided for under the present Agreement.

Article 3 – Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the Government 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 ensure that 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;
 - to acquire and dispose of movable and immovable property.

Article 5 – 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) a governing structure for the Centre allowing UNESCO representation within its Governing Board.

Article 6 – Functions/objectives

The objectives of the Centre shall be:

1. To participate in the development of an operational methodology for collection and processing of satellite data and in deriving information for conservation authorities, decision-makers, and managers in the areas surrounding UNESCO inscribed sites;
2. To promote and encourage the sharing of expertise, information and methodology with UNESCO Member States and other UNESCO space partners about the importance of the conservation and sustainable use of the UNESCO sites and on the use of satellite imagery to better understand the sites in their overall context, not as individual elements, but as members of an entire ecosystem and of an entire cultural landscape;
3. To create a shared knowledge of information on the use of space technologies to support UNESCO activities;
4. To contribute to the United Nations 2030 Agenda for Sustainable Development, and in particular to SDG Goal 17 (Strengthen the means of implementation and revitalize the global partnership for sustainable development) and SDG Goal 13 (Take urgent action to combat climate change and its impacts) by providing overall support for UNESCO in strengthening the national and regional capacity for natural and cultural heritage conservation by providing services for science, technology and innovation.

5. To assist Member States, desiring to receive such assistance, by acquiring earth observation data in the event of natural disasters using the “Environment and Disaster Monitoring Constellation” series of Chinese satellites;
6. To ensure the protection and accessibility of data collected for UNESCO.

The functions of the Centre shall be:

- a) To promote scientific research on the use of applied space technologies for UNESCO's activities related to natural and cultural heritage, sustainable development, climate change, natural disasters and education issues.
- b) To create and reinforce networks for the exchange of scientific and technical information on a large variety of remote-sensing data – spaceborne, airborne and ground data capture among the institutions and individuals in the region and in other countries.
- c) To develop and coordinate cooperative research activities on the use of applied space technologies for UNESCO Member States' activities related to natural and cultural heritage, sustainable development, climate change, natural disasters and education issues, taking advantage particularly of the installed scientific and professional capacity of the centre and of the relevant UNESCO Division of Ecological and Earth Sciences and UNESCO World Heritage Centre activities.
- d) To organize knowledge and information transfer activities on the subject, including international training courses, symposia or workshops, and to engage in appropriate awareness raising activities.
- e) To develop a strong programme of information and communication technology to further the Centre's objectives.
- f) To provide technical consulting and advisory services in the region and beyond as requested.
- g) To produce technical publications and other media items related to the activities of the Centre.

The Centre shall pursue the above objectives and perform the above-mentioned functions in close coordination with UNESCO through Division of Earth and Environmental and the World Heritage Centre.

Article 7 – Governing Board

1. The Centre shall be guided and overseen by a Governing Board renewed every three (3) years and include:
 - (a) The Chinese Academy of Sciences as the representative of the Government or his/her appointed representative;
 - (b) representatives of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 10, paragraph 2, below and have expressed interest in being represented on the Board;
 - (c) a representative of the Director-General of UNESCO;

- (d) Representatives from relevant entities including international and regional organizations, public authorities, academia / universities and research institutes which have sent to the Centre notification for membership and have expressed interest in being represented on the Board.
2. The Governing Board shall:
- (a) approve the long-term and medium-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 of the Centre's contribution to UNESCO's programme objectives;
 - (d) 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;
 - (e) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre;
 - (f) 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.
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 Director-General of UNESCO or of one-third of its members.
4. The Governing Board will follow its own rules of procedure as decided at its first meeting.

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 will remain on the payroll of the dispatching organizations;
 - (c) 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 9 – Contribution by the Government

1. The Government shall provide all the resources, financial or in kind, needed for the administration and proper functioning of the Centre.
2. The Government undertakes to:
 - (a) make available to the Centre its' premises
 - (b) entirely assume the maintenance of the premises and its running costs
 - (c) contribute to the Centre the required budget per annum
 - (d) make available to the Centre the administrative staff necessary for the performance of its functions which shall comprise the director, a deputy (or deputies) and all the other staff necessary for the function of the Centre.

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 also not be subject to any legal process, and shall 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) 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 UNESCO, and related sectoral or programme priorities and themes;
 - (b) the activities effectively pursued by the Centre are in conformity with those set out in the present Agreement.
2. UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO's 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 its contents or of denouncing the Agreement, 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 mention “under the auspices of UNESCO”.

2. The Centre is authorized to use the UNESCO logo or a version thereof on its letterhead 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 Parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the People's Republic of China 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 the present 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 Parties shall be entitled to denounce this Agreement unilaterally.

2. The denunciation shall take effect within 60 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 the Government and UNESCO.

Article 18 – 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 members, one of whom shall be appointed by the Chinese Academy of Sciences, P.R. China, 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 have signed this Agreement,

DONE in two copies in English and two copies in Chinese, each version being equally authentic. In case of divergence in interpretation, the English text shall prevail.

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Director-General

For the United Nations Educational, Scientific and Cultural Organization

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President of the Chinese Academy of Sciences

For the Government of the People's Republic of China