AGREEMENT

BETWEEN

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

AND

ESPAÑA CREATIVA
CREATIVE SPAIN ASSOCIATION INNOVATION NETWORK

AND

THE UNIVERSITY OF REY JUAN CARLOS

AND

THE UNIVERSITY OF ALCALÁ

AND

THE UNIVERSITY OF LAS PALMAS DE GRAN CANARIA

ESPAÑA CREATIVA
CREATIVE SPAIN ASSOCIATION INNOVATION NETWORK
(MADRID, SPAIN)

Agreement

concerning the establishment of a UNESCO Chair in Creative Economy for Sustainable Development and Transforming the World, at ESPAÑA CREATIVA - Creative Spain Association Network, Madrid, Spain

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO"), 7 Place de Fontenoy, 75352 Paris 07 SP, France, represented by its Director-General, Ms Audrey Azoulay,

And

ESPAÑA CREATIVA - Creative Spain Association Innovation Network, (hereinafter referred to as "the Association"), Nave Boetticher, Calle Cifuentes, 5, 28021, Madrid, Spain, represented by its President, Professor Belén Elisa Díaz,

And

The University of Rey Juan Carlos, Calle Tulipán, s/n, 28933 Mostoles Madrid, Spain, represented by its Rector, Professor Javier Ramos López;

And

The University of Alcalá, Calle Santa Úrsula, 8, 28801 Alcalá de Henares, Madrid, Spain, represented by its Rector, Professor José Vicente Saz Pérez;

And

The University of Las Palmas de Gran Canaria, Humanities Building, Plaza De la Constitución, s / n 35003, Las Palmas de Gran Canaria, Spain, represented by its Rector, Professor Lluís Serra-Majem;

Considering that one of the essential factors favouring development in UNESCO's fields of competence is the exchange of experience and knowledge between universities and other higher education institutions;

Convinced that joint work by university teachers, researchers and administrators from regions all over the world will provide important benefits for the entire academic community;

Bearing in mind UNESCO's mission and objectives as set forth in its Constitution, and its role in promoting international inter-university cooperation;

Taking into account the experience of the UNESCO/UNITWIN Chairs Programme as a stimulus for academic mobility and the rapid transfer of knowledge through twinning, networking and other linking arrangements,

Have agreed as follows:

Article 1

The Association, shall, in partnership with the University of Rey Juan Carlos, the University of Alcalá, the University of Las Palmas de Gran Canaria and, in cooperation with UNESCO, establish a UNESCO Chair in Creative Economy for Sustainable Development and Transforming the World, (hereinafter referred to as "the Chair") at ESPAÑA CREATIVA, Creative Spain Association Innovation Network.

Article 2 The purpose of the Chair shall be to promote an integrated system of research, training, information and documentation in creative economy for sustainable development. It will facilitate collaboration between high-level, internationally-recognized researchers and teaching staff of the University and other institutions in Spain, as well as elsewhere in Europe, Africa, Latin America, the Arab world, and in other regions of the world.

The specific objectives of this Chair are to:

- conduct training and capacity-building activities in areas related to creative economy and sustainable development, the development of public policies in this field of study and the protection and promotion of the diversity of cultural expressions in order to improve intercultural dialogue and enhance mutual understanding;
- create public awareness on issues relating to the creative economy as a strategy for sustainable development through the development of projects and events based on international cooperation and collaborative work between the stakeholders and civil society;
- produce knowledge on creative economy as a strategy for sustainable development through evidence-based research to legitimize and to promote this field of studies globally and network this knowledge to create a means to share insights and programmes;
- contribute to capacity enhancement of students, researchers, teachers, professionals, communities, civil society and cultural organizations in creative economy and sustainable development through training activities, internships and mobility;
- foster networking, collaboration and sharing of knowledge and good practices notably through publications, conferences, seminars, workshops and courses including online, and,
- cooperate closely with UNESCO and other UNESCO Chairs on relevant programmes and activities.
- Article 3 The Association, in consultation with UNESCO, shall appoint the Chairholder, who will be selected in accordance with the procedures described in the UNESCO's "Guidelines and Procedures for the UNITWIN/UNESCO Chairs Programme".
- Article 4 The Chair shall consist of the Chairholder and the necessary teaching personnel, researchers and students required to carry out the specific training, research and outreach activities of the Chair.
- Article 5 The Association shall sign a contract with the Chairholder for a fixed period to be determined by the Association, giving the Chairholder the same rights and obligations as those of other scholars of the same category at the Association. The contract also shall define the Chairholder's salary and benefits, travel expenses, installation grant, housing and medical insurance.

- Article 6 The Association shall grant the Chair the facilities necessary to conduct academic research and training activities in the field of creative economy for sustainable development and to disseminate their results online.
- Article 7 The Association shall submit to UNESCO a mid-term progress report and a final report on the activities carried out by the Chair and on the financial resources of the Chair. The reports should comply with the UNESCO template. They will be reviewed by UNESCO and will be published on the UNITWIN portal.
- Article 8 The Association shall arrange for the Chair to participate in UNESCO programmes and activities with a view to strengthening international academic cooperation. Wherever possible, the Association shall arrange for the Chair to engage in the exchange of professors, researchers and students with other universities within the framework of the UNITWIN Programme.
- Article 9 Within that framework, the Association shall endeavour to associate the Chair with the activities of other Chairs and inter-university networks in the different regions of the world.
- Article 10 Subject to the terms of this Agreement, the Association shall assume all expenses linked to the implementation of activities undertaken by the Chair.
- Article 11 In order to demonstrate its link with UNESCO, the UNESCO Chair is invited to use the composed UNESCO/UNITWIN logo that includes the UNESCO official logo and the UNITWIN logo to the right of the former, under the following conditions:
 - The conditions for the use of the logo will be determined by UNESCO and cannot be modified without the prior agreement of UNESCO. UNESCO shall provide the Chair with a high definition electronic format of the composed logo in compliance with the agreed specifications;
 - The logo must be cautiously used with a view to avoiding misinterpretation by the general public, notably concerning the respective status of the Chair, the Association and UNESCO, as specified under the provisions of Article 12 of the Agreement. The composed UNESCO/UNITWIN logo shall not, under any circumstances, be used for any commercial purposes, either by the Chair or by the Association;
 - All promotional and information materials published by the Chair or the Association, bearing the composed UNESCO/UNITWIN logo (example: pamphlets and other electronic documents) should bear the disclaimer: The authors are responsible for the choice and presentation of views contained in this ...and for opinions expressed therein, which are not necessarily those of UNESCO and do not commit the Organization; and,
 - The Association will assume full responsibility for any legal consequences stemming from this use.

Article 12 Neither the Association nor any member of its staff employed for the implementation of the activities linked to the Chair shall be considered an agent, representative or member of UNESCO's staff, nor shall they enjoy any benefit, immunity, remuneration or reimbursement if not clearly foreseen in this Agreement; moreover, they shall not be authorized to present themselves as being part of UNESCO, or make statements on UNESCO's behalf, or commit UNESCO to any expense of any nature or to any other obligation.

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- Article 13 The Association shall be entirely responsible for taking any measures it deems necessary to insure itself against loss, injury or damage incurred during the implementation of these activities.
- Article 14 The present Agreement shall enter into force for a period of 4 (four) years on the date of both signatures having been appended. It may be cancelled by either Party subject to 60 (sixty) days' written notice to the other Party.
- Article 15 The Association shall request the renewal of the present Agreement before its expiry date. Any renewal of the present Agreement shall be effected by an exchange of letters between the Parties, on condition that the Chair meets its specific objectives as laid out in Article 2, and provides detailed information on activities and budget secured for the period of renewal.
- Article 16

 UNESCO may decide to not renew the present Agreement, or to close the Chair if the latter fails to submit timely progress reports on its activities; the reports are negatively evaluated; or the Chair's activities do not correspond to UNESCO's strategic priorities.
- Article 17 In the event of a dispute, the Parties shall make a good faith effort to settle it amicably. If an amicable settlement cannot be reached, any dispute arising out of or relating to this Agreement shall be settled by a sole arbitrator appointed by mutual agreement or, failing this, by the President of the International Court of Justice at the request of either Party.

In witness whereof, the undersigned, duly authorized to that effect, have signed 5 (five) copies of the present Agreement in the English language, the five copies being equally authoritative.

For the United Nations Educational, Scientific and Cultural Organization

Audrey Azoulay Director-General

Date: 2 1 JUL 2022

For the Association

Belén Elisa Díaz Pérez President

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Date:

For the University of Alcalá

José Vicente Saz Pérez Rector

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Date:

For the University Rey Juan Carlos

Javier Ramos López

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For the University of Las Palmas de Gran Canaria

Lluís Serra-Majem Rector

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