

AGREEMENT

BETWEEN

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

AND

THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL

REFERRING TO THE CREATION AND OPERATION OF THE REGIONAL HERITAGE

MANAGEMENT TRAINING CENTRE IN RIO DE

JANEIRO UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

Brasilia, 26 July 2010

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The United Nations Educational, Scientific and Cultural Organization (UNESCO) and the Government of the Federative Republic of Brazil (hereinafter referred to as the "Parties"),

*Considering* the Agreement on Technical Cooperation in Educational, Scientific and Cultural Matters between the Government of the Federative Republic of Brazil and the United Nations Educational, Scientific and Cultural Organization (UNESCO), signed in Paris, on 29 January 1981,

*Considering* the Final Declaration of the Extraordinary Meeting of Ministers of Education and Culture of the CPLP – Community of Portuguese-speaking Countries – in Lisbon, Portugal, on 14 and 15 November 2008, and the Report of the XXVII Meeting of MERCOSUR Culture Ministers held in Rio de Janeiro, Brazil, on 5 December 2008;

*Mindful* that 33 C/Resolution 90 and 180 EX/Decision 18 adopted principles and guidelines for the establishment and operation of centres under the auspices of UNESCO as category 2 centres;

*Having regard* to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of the Regional Heritage Management Training Centre in Rio de Janeiro;

*Considering* that the Director-General of UNESCO has been authorized by the General Conference to conclude with the Government of the Federative Republic of Brazil an agreement in conformity with the draft that was submitted to the General Conference; and

*Desirous* of defining the terms and conditions governing the contribution that shall be granted to the Regional Heritage Management Training Centre in Rio de Janeiro,

Have agreed as follows:

#### **Article 1 – Definitions**

1. The "Centre" is understood to be the Regional Heritage Management Training Centre.
2. "Government" is understood to be the Government of the Federative Republic of Brazil.
3. The "Region" is understood to be the Portuguese- and Spanish-speaking countries of South America, Africa and Asia.
4. "Participant States" are understood to be States which have sent the Director-General of UNESCO notification in accordance with the terms of Article 3, paragraph 2 of this Agreement.

#### **Article 2 – Establishment**

The Government hereby agrees to take the necessary measures in the course of the year 2010 to establish the Regional Heritage Management Training Centre in Rio de Janeiro,

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Brazil, which will be under the auspices of UNESCO in accordance with the terms of this Agreement.

### **Article 3 – Participation**

1. The Centre shall be an autonomous institution, at the service 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 of UNESCO wishing to participate in the Centre's activities shall send the Director-General of UNESCO notification to this effect. The Director shall inform the Centre and the Member States mentioned above of the receipt of such notifications.

### **Article 4 – Purpose of the agreement**

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

### **Article 5 – Legal capacity**

The Centre shall enjoy in the territory of the Federative Republic of Brazil the personality and legal capacity necessary for the exercise of its functions, in particular the capacities:

- a) to contract;
- b) to institute legal proceedings;
- c) to acquire and dispose of movable and immovable property.

### **Article 6 – Constitution**

The Constitution of the Centre shall include the provisions concerning:

- a) legal status granting the Centre, under the legislation of the Federative Republic of Brazil, and the autonomous legal capacity necessary to exercise its functions, receive subsidies, obtain payments for services rendered, and acquire all necessary means it needs to operate; and
- b) a governing structure allowing UNESCO representation within its governing bodies.

### **Article 7 – Functions and objectives**

The functions and objectives of the Centre shall be:

- a) objectives:
  - i. to contribute to the achievement of the United Nations Millennium Development Goals;

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- ii. to build capacity for heritage management in South American countries and Spanish and Portuguese-speaking countries in other regions;
- iii. to act as a centre of reference for education, research, training, networking platform and capacity-building through projects, programmes and courses;
- iv. to develop a body of knowledge in conservation, safeguarding, management, monitoring, applied and theoretical research and education in the field of cultural and natural heritage;
- v. to contribute to methodological development for the conservation, safeguarding and management of cultural and natural heritage;
- vi. to promote and facilitate a worldwide network of all concerned educational and research institutions and organizations in order to devise well-informed solutions for the problems facing heritage management;
- vii. to encourage entrepreneurship in an academic setting;
- viii. to share technical expertise with UNESCO, particularly with the World Heritage Centre, and to cooperate with the intergovernmental committees of UNESCO in the field of heritage, as well as with other institutions;

b) functions:

- i. to create and develop partnership and networks and establish collaborative research programmes to address gaps of knowledge in heritage management;
- ii. to identify, analyse, systematize and disseminate best practices and experience in the conservation and heritage management;
- iii. to develop monitoring mechanisms and define indicators for measuring the state of conservation and the effectiveness of management, particularly for complex management situations such as ecosystems and urban landscape;
- iv. to integrate and systematize data on properties in the Region declared as World Heritage, and facilitate their transfer, thereby contributing to raising awareness leading to an increase in the number of sites in the Region on the World Heritage list;
- v. to promote better understanding of the World Heritage Convention and the other UNESCO Conventions related to cultural and natural heritage and associated concepts and terms, as well as a wide variety of issues relating to conservation and heritage management;
- vi. to create training tools in the various heritage management fields and at different levels, promoting and organizing training activities and encouraging collaboration with both public and private institutions;
- vii. to facilitate technical cooperation and the provision of specialized technical services on questions of heritage; and

- viii. to promote research, the exchange of information, thematic networks and specialized meetings, for the communication and dissemination of the criteria and operational instruments of the World Heritage Convention and the other UNESCO conventions related to heritage.

#### **Article 8 – The Governing board**

1. The Centre shall be guided and supervised by a Governing Board renewed every two years composed of:

a) Government representatives:

- i. the President of National Institute for Artistic and Historical Heritage (IPHAN) or his/her appointed representative, who shall chair the Governing Board;
- ii. a representative from the Ministry of Culture of Brazil;
- iii. a representative from the Ministry of External Relations of Brazil; and
- iv. a representative from the Brazilian Cooperation Agency;

b) a representative of the Director-General of UNESCO;

c) up to seven representatives of Participant States, including those from the Region, which shall send to the Director-General of UNESCO notification, in accordance with the stipulations of Article 3, paragraph 2 of this Agreement.

2. The Governing Board shall:

- a) adopt its rules and procedures, as well as determine the rules and regulations for its financial, administrative and personnel management;
- b) designate those members of the Executive Committee as defined in Article 9, paragraph 2, subparagraph "c", of this Agreement, and appoint the Director of the Centre;
- c) approve the annual work plan and budget, including the staffing table, as well as the medium-term and long-term programmes of the Centre;
- d) examine and approve the annual reports submitted by the Director of the Centre; and
- e) 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 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 shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO.



## Article 9 – Executive Committee

1. In order to ensure the effective running of the Centre between sessions, the Governing Body shall establish an Executive Committee, which shall meet at least twice a year, with the composition and functions established in paragraphs 2 and 3 of this Article.
2. The Executive Committee shall be composed of:
  - a) two representatives from the Government, one of them being the President of IPHAN or his/her appointed representative, who shall chair the Executive Committee;
  - b) one representative of the Director-General of UNESCO;
  - c) up to three representatives from the Participant States which are members of the Governing Board.
3. The Executive Committee shall:
  - a) adopt its rules of procedure;
  - b) examine the draft annual work plan and budget, including the staffing table, as well as the draft medium-term and long-term programmes of the Centre and submit recommendations thereon to the Governing Board;
  - c) follow up the implementation of the Centre's activities in accordance with the annual work plan, as well as the medium-term and long-term programmes of the Centre;
  - d) ensure that the necessary activities and actions to implement the annual work plan and budget, as well as the medium-term and long-term programmes of the Centre, are carried out;
  - e) examine candidatures for the post of Director of the Centre and make recommendations thereon to the Governing Body; and
  - f) designate those members of the Advisory Committee as defined in paragraph 4 of this Article.
4. The Executive Committee shall have an Advisory Committee as a consultative and advisory body, composed of the Director of the Centre, who shall coordinate it, a representative from the Advisory Bodies to the World Heritage Committee (ICCROM, ICOMOS and IUCN) and three academic experts from the Region, designated by the Executive Committee. The Advisory Committee shall assist the Executive Committee in the fulfillment of its mandates, as requested.

## Article 10 – Secretariat

1. The Centre's Secretariat shall consist of a Director and such staff as necessary for the proper functioning of the Centre.
2. The Director shall be appointed by the Chairperson of the Governing Board upon recommendation of the Executive Committee and in consultation with the Director-General of UNESCO.

3. 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) any person appointed by the Director, in accordance with the procedures laid down by the Governing Board; and
  - c) Government officials made available to the Centre, as provided by Government regulations.

#### **Article 11 – Duties of the Director**

The Director shall discharge the following duties:

- a) direct the work of the Centre in conformity with the work plan and budget as well as the medium-term and long-term programmes of the Centre established by the Governing Board;
- b) propose the draft work plan and budget to be submitted to the Governing Board;
- c) prepare the provisional agenda for the sessions of the Governing Board and the Executive Committee and submit to them any proposals that he or she may deem useful for administration of the Centre;
- d) prepare reports on the Centre's activities, to be submitted through the Executive Committee to the Governing Board; and
- e) represent the Centre in law and in all civil acts.

#### **Article 12 – Contribution of UNESCO**

1. If necessary, UNESCO shall provide assistance in the form of technical or financial cooperation for the activities of the Centre, in accordance with the strategic goals and objectives of UNESCO.
2. UNESCO undertakes to:
  - a) provide the assistance of its experts in the specialized fields of the Centre;
  - b) facilitate the exchange of researchers and professionals from the Region for training activities;
  - c) second 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 or project within a priority area as approved by UNESCO's governing bodies;
  - d) facilitate collaboration with institutions in the United Nations system and other relevant category 2 centres;

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- e) provide technical assistance for collecting information and documentation, as well as for its conservation and dissemination, relevant to the implementation of the World Heritage Convention and other cultural conventions under the scope of UNESCO;
- f) help to disseminate knowledge and training experience developed by the Centre;
- g) assist in the design and application of training tools for the Centre;
- h) support research in management of cultural and natural heritage at the Centre and facilitate the sharing of the results with other World Heritage stakeholders;
- i) help to establish and strengthen networks to facilitate the exchange of information among site managers;
- j) collaborate in organizing courses, workshops, exhibitions, conferences, symposia and seminars in the Region; and
- k) disseminate the results of the collaboration developed under the Centre.

3. In all the cases listed in paragraph 2 of this Article, such contribution shall be provided for in UNESCO's Programme and Budget.

#### **Article 13 – Contribution of the Government**

1. The Government shall provide all the resources, either financial or in kind, needed for the administration and proper operation of the Centre.
2. The Government undertakes to:
  - a) make available facilities for the Centre in the Gustavo Capanema Palace located in Rio de Janeiro, Brazil, for the pursuit of its activities;
  - b) entirely assume all costs for the operation and maintenance of the Centre;
  - c) finance the organizational costs of the Governing Board, Executive Committee and Advisory Committee meetings as well as of the activities carried out by the Centre in accordance with the Centre's annual work plan and budget; and
  - d) make available to the Centre the technical and administrative staff necessary for the performance of its functions.

#### **Article 14 – Responsibility**

As the Center is legally separate from UNESCO, the latter shall not be legally responsible for the Centre and shall bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly provided for in this Agreement.

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### **Article 15 – Evaluation**

1. UNESCO may at any time carry out an evaluation of the Centre's activities, in order to ascertain:
  - a) whether the Centre makes a significant contribution to UNESCO's strategic objectives;
  - b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. UNESCO hereby undertakes to submit to the Government, at the earliest possible opportunity, a report on any evaluation conducted.
3. Each Party shall be entitled to terminate this Agreement or request its contents to be reviewed, following the results of an evaluation.

### **Article 16 – Use of UNESCO's name and emblem**

1. The Centre may mention its affiliation with UNESCO and use the mention of "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, in accordance with the conditions established by UNESCO's governing bodies.

### **Article 17 – Entry into force**

This Agreement shall enter into force following its signature by the Contracting Parties.

### **Article 18 – Duration**

This Agreement shall remain in force for a period of six (6) years, being automatically renewed for successive equal periods, unless otherwise decided by either Party.

### **Article 19 – Termination**

Either Party may, at any time, notify the other, through diplomatic channels, of its decision to terminate this Agreement. Termination shall be effective thirty (30) days following the date of receipt of the notification.

### **Article 20 – Amendments**

This Agreement may be amended by mutual consent of the Parties. Amendments shall come into force according to the procedures provided for in Article 17 of this Agreement.

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**Article 21 – Settlement of disputes**

Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement shall be settled in accordance with the Agreement on Educational, Scientific and Cultural Matters between the United Nations Educational, Scientific and Cultural Organization and the Government of the Federative Republic of Brazil, that entered into force on May 25<sup>th</sup>, 1982.

DONE in Brasília, on July 26<sup>th</sup> 2010, in duplicate, in Portuguese and in English, both texts being equally authentic.



Irina BOKOVA

Director-General



João Luiz SILVA FERREIRA

Ministry of Culture

FOR THE UNITED NATIONS  
EDUCATIONAL, SCIENTIFIC AND  
CULTURAL ORGANIZATION

FOR THE GOVERNMENT OF THE  
FEDERATIVE REPUBLIC OF BRAZIL

