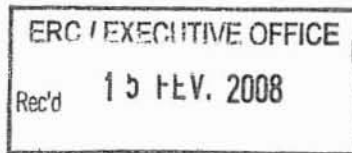




United Nations
Educational, Scientific and
Cultural Organization



UNITAR

COOPERATION AGREEMENT

Between:

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

the Headquarters of which are situated at
7, place de Fontenoy, 75352 Paris 07 SP France

Represented by Mr Francesco Bandarin,
the Director of the World Heritage Centre
(hereinafter referred to as 'UNESCO'),

And:

**THE UNITED NATIONS INSTITUTE FOR
TRAINING AND RESEARCH**

the Headquarters of which are situated at
Palais des Nations, 1211 Geneva 10, Switzerland

The UNESCO World Heritage Centre (hereinafter UNESCO/WHC) and the United Nations Institute for Training and Research (hereinafter "UNITAR"),

Considering the goals and objectives of the Convention concerning the protection of the world cultural and natural heritage (hereinafter "the World Heritage Convention") adopted by the General Conference of UNESCO in Paris, on 16 November 1972;

Recalling the obligation imposed on States Parties of the said Convention to foster the establishment or development of national or regional centres for training in the protection, conservation and presentation of cultural and natural heritage and to encourage scientific research in this field;

Noting the role of the World Heritage Committee to provide assistance to such national or regional centres;

Reaffirming the mandate of UNITAR in enhancing the effectiveness of the United Nations in achieving the major objectives of the UN and its associated agencies through training and research;

Recognizing the work of UNITAR in the subject related to the protection of cultural and natural heritage, as well as in the design and development of training methodologies;

Acknowledging the need for capacity building in World Heritage management as repeatedly endorsed by the World Heritage Committee;

Further *perceiving* the informal yet substantive cooperation already developed between UNESCO/WHC and UNITAR since 2001 in the conduct of UNITAR's training activities in the field of heritage management;

The Parties hereby agree to cooperate as follows:

Article 1- Objective

The objective of the present Cooperation Agreement (hereinafter "the Agreement ") is to enhance cooperation between UNESCO/WHC and UNITAR (hereinafter "the Parties), with a view to assisting the State Parties of the World Heritage Convention respond to the obligation to train their national and regional staff to protect, conserve and present their cultural and natural heritage.

Article 2 – Additional Agreements

It is understood that, at the time of the conclusion of this Agreement, a number of parameters remains not fully determined. The Parties will conclude additional agreements if these are required for the development and implementation of the initiative, including with other parties who may wish to contribute to this Agreement. Such agreements shall conform to the Parties' respective rules and regulations, as well as with the General Conditions set out under Article 7 of this Agreement.

Article 3 - Areas of Cooperation

1. UNESCO/WHC and UNITAR will jointly develop training modules on issues identified and agreed on.
2. For the effect of paragraph 1 above, the Parties will jointly conduct training and capacity-building needs assessments.
3. UNITAR will organize appropriate training activities or make suggestions thereof, upon request and in cooperation with the UNESCO/WHC. The parties will (a) jointly determine the focus of each training programme; and (b) regularly review and evaluate the effectiveness of such programmes.
4. Joint activities under this Agreement will commence in Asia and the Pacific, where UNITAR and its Hiroshima Office have established the basis and expertise in capacity building on World Heritage management.

Article 4 - Focal Points

Each Party will designate a focal point for the follow-up of activities implemented under this Agreement.

Article 5- Financial Aspects

1. Joint activities under this Agreement are subject to the availability of funding for that purpose.
2. The Parties will undertake concerted fundraising for the implementation of activities under this Agreement, consistent with the provisions of Article 7 of this Agreement.

Article 6 - Reporting and Further Guidance

The Parties will report to their respective board or governing bodies on progress made in the implementation of this Agreement and seek further guidance from such bodies regarding possible new areas of cooperation.

Article 7 – General Conditions

1. The Parties shall keep each other informed of any promotional and fund-raising opportunities relevant to their joint programme of work and shall not develop any part of this partnership without the involvement and prior written approval of the other Party. Such requests shall be promptly considered and approvals not unreasonably withheld.
2. Each Party shall be entitled to be considered an official partner of the other. As such, the Parties shall, when authorized in writing by the other Party, be granted the right to use the respective name and emblems to promote the partnership through brochures, media announcements, and web pages.
3. Neither UNITAR nor anyone whom it may employ shall be considered as an agent of UNESCO or a member of the staff of UNESCO and, except as otherwise provided herein, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit UNESCO to any expenditure or other obligations.
4. The present Agreement replaces and supersedes any existing prior agreements between the Parties on this subject. It may be amended, at any time, upon the formal written request by one of the Parties and written confirmation of the other Party.
5. UNESCO's and UNITAR's undertakings and activities with regard to the partnership shall be governed by their respective relevant rules and procedures.
6. Nothing in or relating to the present Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO or UNITAR.
7. Any controversy of claim arising out of, or in accordance with this Memorandum or breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force. Any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim shall bind the Parties.

Article 8 – Notification

1. The addresses for service of notices under the present Agreement shall be:

For UNESCO:
Francesco Bandarin
Director, World Heritage Centre
7 place de Fontenoy
757352 Paris SP 07, France

Tel: + 33 1 45 68 15 72

For UNITAR :
Carlos Lopes
Executive Director
Palais des Nations
CH 1211 Geneva 10, Switzerland

Tel: +41 22 917 12 34

2. Each Party shall inform the other Party immediately of any modification of the above address.

Article 9 – Entry into Force, Evaluation and Duration

1. The present Agreement will take effect upon signature by both Parties. It will remain in effect for four calendar years from that date and may be renewed following positive evaluation by both Parties. It may be terminated before the four year period according to the provisions of Article 10 below or following evaluation by the Parties, in which case it may be terminated by either Party giving a three month written notice.

2. Provided that the Agreement is to be renewed, the Parties shall hold regular review meetings to enable the Parties to evaluate the impact of this partnership and decide on possible new measures the Parties, and other partners that may be involved in this partnership may wish to take in implementing the Agreement.

Article 10 – Termination

Either Party shall be entitled to terminate, with immediate effect, the present Agreement by giving notice in writing to that effect to the other Party in any of the following circumstances:

- if either Party is unable, due to circumstances beyond its control, to continue to carry out its obligations in terms of the present Agreement;
- if either Party is declared bankrupt or insolvent;
- if the other Party breaches the terms of the present Agreement.


Concluded in two original copies in the English language:

Signed on (date): 25 January 2008

Signed on (date): 6 February 2008



For UNESCO
Francesco Bandarin
Director
UNESCO World Heritage Centre



for Carlos Lopes
Executive Director
UNITAR