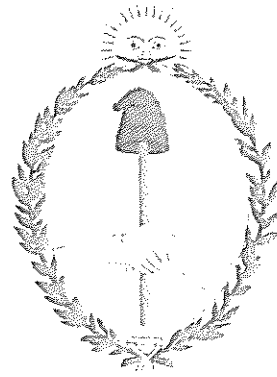


United Nations  
Educational, Scientific and  
Cultural Organization



**AGREEMENT**

**BETWEEN**

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

**AND**

**THE GOVERNEMENT OF THE ARGENTINE REPUBLIC**

**ON THE ESTABLISHMENT OF THE INTERNATIONAL CENTRE FOR  
THE ADVANCEMENT OF HUMAN RIGHTS AS A CATEGORY 2  
CENTRE IN BUENOS AIRES (ARGENTINA)**

The Director-General of the United Nations Educational, Scientific, and Cultural Organization, and

The Government of the Argentine Republic,

*Recalling* the Universal Declaration of Human Rights (1948) and other universal human rights instruments; the American Convention on Human Rights (1969), the Asuncion Protocol on the Commitment to Promote and Protect Human Rights in MERCOSUR (2005) and other relevant regional instruments,

*Bearing in mind* the Constitution of UNESCO, the UNESCO Strategy on Human Rights and its Integrated Strategy to Combat Racism, Discrimination, Xenophobia and Related Intolerance both adopted by the General Conference at its 32nd session in October 2003, as well as all other relevant documents of the Organization,

*Taking into account* that the General Conference at its 34th session by its 34 C/Resolution 37 invited the Executive Board to decide on its behalf on the granting of category 2 status to the Centre and to authorize the Director-General to sign the relevant agreement with the Government of the Republic of Argentina,

*Desirous of defining* the terms and conditions governing the collaboration between UNESCO and the International Centre for the Advancement of Human Rights which will function in the Espacio para la Memoria y para la Protección y Defensa de los Derechos Humanos in Buenos Aires, Republic of Argentina,

HAVE AGREED AS FOLLOWS:

#### **Article I – Interpretation**

In this Agreement, unless the context requires a different meaning,

1. The acronym “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization;
2. “The Centre” refers to the International Centre for the Advancement of Human Rights which will function in *the Espacio para la Memoria y para la Protección y Defensa de los Derechos Humanos* in Buenos Aires, Republic of Argentina;
3. “The Government” refers to the Government of the Republic of Argentina;
4. “The Espacio” refers to the *Espacio para la Memoria y para la Protección y Defensa de los Derechos Humanos* in Buenos Aires (Republic of Argentina);
5. “The Agreement” refers to the present contract;
6. “The Parties” refers to UNESCO and the Government.

## **Article II – Establishment**

The Government shall agree to take, in the course of the year 2009, any measures that may be required for the establishment of the Centre, as provided for by this Agreement.

## **Article III – Participation**

1. The Centre shall be an autonomous entity which shall be at the service of the Member States and Associated 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 as provided under this Agreement shall send to the Director-General of UNESCO notification to this effect. The Director-General shall inform the Centre and the Member States mentioned above of the receipt of such notification.

## **Article IV – Purpose of the Agreement**

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

## **Article V – Juridical Personality**

The Centre shall enjoy on the territory of the Republic of Argentina the personality and legal capacity necessary for exercising its functions, in particular the capacity:

- (i) to contract;
- (ii) to institute legal proceedings; and
- (iii) to acquire and dispose of movable and immovable property.

## **Article VI – Constitution**

The Constitution of the Centre must include the following provisions:

- (a) a legal status granting to the Centre, under national legislation, the autonomous legal capacity necessary to exercise its functions and to receive subventions, obtain payments for services rendered and carry out the acquisition of all means required;
- (b) a governing structure for the Centre allowing UNESCO representation within its governing bodies.

## Article VII – Objectives and Functions

The overall objective of the Centre shall be to promote the deepening of the democratic system, the consolidation of human rights and the upholding of the values of life, liberty and human dignity. The aim of the Centre shall be to:

- (a) train specialists in the education on memory and in the promotion of human rights, within national and international spheres, providing theoretical, practical and methodological education;
- (b) promote, within the framework of international cooperation, scientific research related to areas linked to forced disappearances of persons, torture and exterminations, as well as the presentation of its findings;
- (c) promote and facilitate academic research, the exchange of knowledge, and the systematization of information on all human rights – civil, cultural, economic, political and social – including emerging human rights;
- (d) conduct technical assistance activities specific to the education on memory and the promotion of human rights;
- (e) organize international conferences and workshops, as well as cultural and academic activities which promote the exercise and safeguarding of human rights;
- (f) raise awareness in society, with emphasis on young people, on the importance of promoting and defending the unrestricted and integral exercise of human rights;
- (g) contribute through its actions to the attainment of the general objectives of the "Espacio".

## Article VIII – Governing Board

1. The activities of the Centre shall be supervised by a Governing Board renewed every four (4) years and composed of limited number of members, including:

- (a) a representative of the Government of the Republic of Argentina;
- (b) a representative of a limited number of Member States that shall send to the Director-General of UNESCO a notification, in accordance with the stipulations of Article III, paragraph 2, above;
- (c) a representative of the Director-General of UNESCO; and
- (d) a representative of the human rights organizations contributing to the work of the Centre.

2. The functions of the Governing Board shall be:
  - (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;
  - (d) issue the rules and regulations and determine the financial, administrative and personnel management procedures of the Centre;
  - (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 regular intervals, at least once every calendar year; it shall meet in extraordinary session if convened by the Chairperson, either on his/her own initiative or at the request of the Director-General of UNESCO or of half 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 IX – Executive Committee**

In order to ensure the effective running of the Centre between sessions, the Governing Board may delegate to a standing Executive Committee, whose membership it determines, such powers as it deems necessary.

#### **Article X – Secretariat**

1. The Centre's Secretariat shall consist of a Director and such staff as is necessary for the proper functioning of the Centre.
2. The Director, who will be responsible for the operational management of the Centre, shall be appointed by the Chairperson of the Governing Board in consultation with the Director-General of UNESCO. The term will last four (4) years and is renewable. The Director must hold a university degree, and have recognized professional experience in the field of human rights.
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;
- (c) Government officials who are made available to the Centre, as provided by Government regulations.

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

The Director shall discharge the following duties:

- (a) direct the work of the Centre in conformity with the programmes and directives established by the Governing Board;
- (b) propose the draft work plan and budget to be submitted to the Governing Board for approval;
- (c) prepare the provisional agenda for the sessions of the Governing Board and submit to it any proposals that he/she may deem useful for the administration of the Centre;
- (d) prepare reports on the Centre's activities to be submitted to the Governing Board;
- (e) represent the Centre in law and in all civil acts.

#### **Article XII – Contribution of UNESCO**

1. UNESCO shall provide assistance in the form of technical contribution for the activities of the Centre, in accordance with the strategic goals and objectives of UNESCO.
2. UNESCO undertakes to:
  - (a) provide the assistance in the specialized fields of the Centre,
  - (b) include the Centre in various programmes which it implements and in which the participation of the latter appears necessary to it.
3. In all the cases listed above such contribution shall be provided for in UNESCO's programme and budget.

#### **Article XIII - Contribution of the Government**

1. The Argentine Government shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre, including the necessary funds for the creation of the Centre, as well as for the renovation of the physical space and the furnishing of the facilities.

2. The Government undertakes to:
  - (a) entirely assume all functioning and maintenance costs of the Centre, including the administrative, professional, and technical personnel necessary for the performance of its functions, and once a year will examine the utilization of these resources;
  - (b) provide the necessary funds for the hiring of a team of Argentine experts which would assume their positions in the Centre as of 1 March 2009;
  - (c) assign the Centre an annual budget to be distributed in the following manner: 25% for human resources, 20% for administration and maintenance, and 55% for the Centre's research, training, technical assistance, systematization of information, and diffusion programs;
  - (d) undertake responsibility for a significant percentage of the total cost of each international project executed by the Centre, while the remaining percentage would be under the responsibility of the co-participants of the project.

#### **Article XIV – Responsibility**

As the Centre 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 laid down in this Agreement.

#### **Article XV – 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 the strategic goals of UNESCO, in particular in the promotion of its Strategy in the field of human rights;
  - (b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
3. Each of the contracting parties shall have the option of denouncing this Agreement or requesting a revision of its contents, following the results of an evaluation.

### **Article XVI - 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 letterheaded paper and documents, in accordance with the conditions established by the governing bodies of UNESCO.

### **Article XVII – Entry into force**

This Agreement shall enter into force, following its signature by the contracting parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the Republic of Argentina 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 this Agreement.

### **Article XVIII – Duration**

This Agreement is concluded for a period of six (6) years as from its entry into force, and may be tacitly renewed.

### **Article XIX- Denunciation**

1. Each of the contracting parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 30 days following receipt of the notification sent by one of the contracting parties to the other.

### **Article XX – Revision**

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



### Article XXI – 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 a representative of the Government, another by the Director-General of UNESCO, and the third, who shall preside over the tribunal, chosen by these 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 6 copies, in English, French and Spanish, on 13 February 2009.

For the United Nations Educational,  
Scientific and Cultural Organization

For the Government of  
the Argentine Republic



Koïchiro Matsuura  
Director-General



Jorge Taiana  
Minister of Foreign Affairs,  
International Trade and  
Worship