

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF PERU

AND

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

**CONCERNING THE REGIONAL CENTRE FOR THE SAFEGUARDING
OF THE INTANGIBLE CULTURAL HERITAGE OF LATIN AMERICA (CRESPIAL)
IN CUSCO, PERU**

**UNESCO House
21st July 2014**

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The Government of the Republic of Peru on the one hand,
and

the United Nations Educational, Scientific and Cultural Organization on the other hand,

Taking into consideration the Final Declaration of the Thirteenth Ibero-American Summit of Heads of State and Government, Santa Cruz de la Sierra, Bolivia, November 2003,

Recalling the Convention for the Safeguarding of the Intangible Cultural Heritage adopted by the General Conference of UNESCO on 17 October 2003,

Further recalling 37 C/Resolution 42 of the General Conference of UNESCO which aims to pursue advocacy for the role of culture as an enabler and driver of sustainable development with the view to integrating culture in the post-2015 development agenda and to strengthen the legal, policy and institutional environments that promote living heritage and creativity and support the diversity of cultural expressions,

Considering that the Director-General has been authorized by the Executive Board (Decision 194EX/17 Part IV) to renew the agreement that the General Conference authorized her to sign with the Government of the Republic of Peru (33 C/Resolution 46), in conformity with the draft that was submitted to it,

Further considering that the present Agreement constitutes a continuation of the Agreement between the United Nations Educational, Scientific and Cultural Organization and the Government of the Republic of Peru on the establishment and operation of the Regional Centre for the Safeguarding of the Intangible Cultural Heritage of Latin America in Cusco of 22 February 2006, its Addendum No. 1 of 11 July 2012 and its Addendum No. 2 of 17 February 2014,

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the Regional Centre for the Safeguarding of the Intangible Cultural Heritage of Latin America 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 Republic of Peru”.

3. "CRESPIAL" or "Centre" means the Regional Centre for the Safeguarding of the Intangible Cultural Heritage of Latin America.
4. "Convention" means the Convention for the Safeguarding of the Intangible Cultural Heritage adopted by the General Conference of UNESCO in October 2003.
5. "Participating States" means the States that have acceded to the Centre before the entry into force of this Agreement and those who send to the Director of the Centre a notification to this effect, in accordance with Article 13.2 of the present Agreement.
6. "Region" means the countries of Latin America.

Article 2 – Establishment

The Government shall agree to take, in the course of the year 2014, any measures that may be required for the operation in Peru of CRESPIAL as a centre under the auspices of UNESCO, located in the city of Cusco, as provided for under this 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

- 4.1 The Centre shall be independent of UNESCO.
- 4.2 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 body.

Article 6 – Functions and objectives

- 6.1 The Centre will aim at contributing to the achievement of UNESCO's strategic objectives and the expected results of its programme in relation to the lines of action in the field of intangible cultural heritage and its safeguarding in Latin America, in particular to:
 - a) promote the safeguarding of intangible cultural heritage at national and regional level, through the effective implementation and monitoring of the Convention for the

Safeguarding of the Intangible Cultural Heritage and other relevant international instruments in this field as well as exchange, cooperation and sharing of experiences in this field in the Region;

- b) consolidate and strengthen institutional capacities for safeguarding intangible cultural heritage in the Region;
- c) promote respect for the purposes and the proper use of the mechanisms of the Convention as well as the substantive inclusion of communities in safeguarding.

6.2 The functions of the Centre shall be to:

- a) encourage participating States to adopt policies, legislative and administrative provisions referred to in Article 13 of the Convention;
- b) organize activities to consolidate and strengthen national capacities in the Region in the areas of identification, documentation, inventory making and safeguarding the intangible cultural heritage present in their territories in accordance with the UNESCO's global strategy in this field;
- c) organize and promote cooperation between institutions and networks of professionals in its participating States in the area of exchanging experiences, knowledge and skills in particular in relation to intangible cultural heritage practised in two or more of these States;
- d) contribute to a better understanding of the Convention and its mechanisms at the local, national and regional level, promote regional activities raising awareness of the importance of intangible cultural heritage and provide tools and methodologies for inclusion of communities in safeguarding.

Article 7 – Governing Board

7.1 The Centre shall be guided and overseen by a Governing Board (or comparable body) and include:

- a) a 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 13.2 and have expressed interest in being represented on the Board;
- c) a representative of the Director-General of UNESCO.

7.2 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 biennial self-assessment reports of the Centre's contribution to UNESCO's programme objectives;
- d) 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;

- e) 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;
- f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

7.3 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/her own initiative or at the request of the Director-General of UNESCO or of two-thirds of its members.

7.4 The Governing Board shall adopt its own rules of procedure.

Article 8 – Executive Committee

8.1 To ensure the effective functioning of the Centre, an Executive Committee composed of five members elected for four years by the Governing Board will be created. The Committee shall meet at least twice a year and be responsible for:

- a) monitoring the implementation of the long-term and medium-term programmes of the Centre as approved by the Governing Board;
- b) monitoring the implementation of the annual work plan of the Centre as approved by the Governing Board;
- c) reviewing the programme, the work plan and budget and submit its recommendations to the Governing Board;
- d) proposing to the Governing Board candidates for the post of Director of the Centre.

8.2 The Executive Committee shall adopt its own rules of procedure.

Article 9 – Secretariat

9.1 The Secretariat of the Centre shall consist of a Director and the staff necessary for the proper functioning of the Centre.

9.2 The Director shall be appointed for a term of four years by the Governing Board, after consultation with the Director-General of UNESCO, and shall have a university degree and recognized professional experience in one of the fields of intangible cultural heritage.

9.3 The other members of the Secretariat shall be:

- a) any person appointed by the Director of the Centre in accordance with procedures established by the Governing Board;
- b) any officials made available to the Centre by the Government, in accordance with national regulations.

Article 10 – Functions of the Director of the Centre

The Director of the Centre shall perform the following functions:

- a) direct the work of the Centre in accordance with the programmes and directives established by the Governing Board and the Executive Committee;

- b) propose, after consultation with UNESCO, the draft programme, work plan and budget to be submitted to the Executive Committee for recommendation to the Governing Board;
- c) prepare the documents for the Governing Board and the Executive Committee as well as the provisional agenda of their meetings, including any proposal he/she deems appropriate, and distribute them to their members no later than two weeks before the opening of the meetings;
- d) prepare and submit to the Governing Board reports on the activities of the Centre every six months;
- e) represent the Centre in law and in all civil acts;
- f) appoint staff members in accordance with the staffing table and the staff regulations and rules approved by the Governing Board.

Article 11 – UNESCO's contribution

11.1 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 organization;
- 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.

11.2 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 12 – Contribution by the Government

12.1 The Government shall provide all the resources, either financial and/or in kind, needed for the administration and proper functioning of the Centre.

12.2 The Government undertakes to:

- a) make available headquarters premises for the Centre in Cusco;
- b) entirely assume during the period 2014-2020 the operating and maintenance costs of the Centre, and examine the use of these resources annually;
- c) allocate to the Centre a minimum annual contribution of US\$500,000 through the Decentralized Department of Culture of Cusco (DDC-Cusco) to cover the administrative costs of running the Centre, the organizational expenses of the Governing Board and Executive Committee, and the costs of organizing particular activities;
- d) make available to the Centre the administrative staff necessary for the performance of its functions and bear the costs thereof.

Article 13 – Participation

- 13.1 The Centre shall encourage the participation of Member States and Associate Members of UNESCO from the Region which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.
- 13.2 Member States and Associate Members of UNESCO from the Region 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 of the Centre shall inform the parties to the agreement and other Member States of the receipt of such notifications.

Article 14 – Responsibility

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of Centre, and shall also not be subject to any legal process, and/or bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

Article 15 – Evaluation

- 15.1 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 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 the Organization, and related sectoral or programme priorities and themes;
 - b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
- 15.2 UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO strategic programme objectives, to be funded by the host country or Centre.
- 15.3 UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
- 15.4 Following the results of an evaluation, each of the contracting parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 19 and 20.

Article 16 – Use of UNESCO name and logo

- 16.1 The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".
- 16.2 The Centre is authorized to use the UNESCO logo or a version thereof on its letter headed paper and documents including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.

Article 17 – 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 Peru 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 18 – 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 the contracting parties once the Executive Board made its comments based on the results of the renewal assessment provided by the Director-General.

Article 19 – Denunciation

19.1 Each of the contracting parties shall be entitled to denounce this Agreement unilaterally.

19.2 The denunciation shall take effect within 180 days following receipt of the notification sent by one of the contracting parties to the other.

Article 20 – Revision

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

Article 21 – Settlement of disputes

21.1 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 Government, 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.

21.2 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 Spanish, on 21st July 2014.

For the Government of the Republic of Peru

For the United Nations Educational, Scientific
and Cultural Organization



H. E. Mr José Manuel Rodríguez Cuadros
Ambassador
Permanent Delegate to UNESCO



Irina Bokova
Director-General