

AGREEMENT

BETWEEN

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

AND

**THE REGIONAL CENTRE FOR THE SAFEGUARDING OF THE
INTANGIBLE CULTURAL HERITAGE IN LATIN AMERICA**

REGARDING

**THE USE OF THE EMBLEM OF THE CONVENTION FOR THE
SAFEGUARDING OF THE INTANGIBLE CULTURAL HERITAGE**

The Regional Centre for the Safeguarding of the Intangible Cultural Heritage in Latin America (CRESPIAL) and the United Nations Educational, Scientific and Cultural Organization (UNESCO);

Considering that the Director-General concluded with the Government of the Republic of Peru an Agreement regarding the establishment of CRESPIAL as a centre under the auspices of UNESCO (category 2);

Further considering that within that Agreement, it is provided that CRESPIAL may mention its affiliation with UNESCO and may use after its title the mention “under the auspices of UNESCO”;

Considering, in addition, that within the same Agreement, it is provided that CRESPIAL is authorized to use the UNESCO logo or a version thereof on its letter-headed paper and documents, including on electronic documents and web pages, in accordance with the conditions established by the governing bodies of UNESCO;

Recalling the provisions of Chapter IV of the *Operational Directives for the Implementation of the Convention for the Safeguarding of the Intangible Cultural Heritage*;

Further recalling that the *Intergovernmental Committee for the Safeguarding of the Intangible Cultural Heritage*, in its Decision 6.COM 22, decided that category 2 institutes and centres working in the field of the intangible cultural heritage should be able to use the emblem of the Convention on their letter-headed paper and documents, including on electronic documents and web pages, strictly in accordance with the conditions, procedures and graphical standards established by UNESCO;

Desirous of defining the terms and conditions governing such use;

HAVE AGREED AS FOLLOWS:

Article 1 – Use of the emblem of the Convention

CRESPIAL is authorized to use the emblem of the Convention for the Safeguarding of the Intangible Cultural Heritage, or a version thereof, on its letter-headed paper and documents, including on electronic documents and web pages, strictly in accordance with the conditions, procedures and graphical standards established by UNESCO and, in particular, the requirement that the emblem be accompanied by the UNESCO logo.

Article 2 – Conditions for the use of the emblem

1. The UNESCO and/or Convention emblems must be used cautiously with a view to avoiding misinterpretation by the general public and, notably, given the fact that, legally, CRESPIAL is not part of UNESCO. CRESPIAL shall not, under any circumstance, use the UNESCO and/or Convention emblems for any commercial purpose.
2. All promotional and information materials published by CRESPIAL and bearing the emblem of the Convention shall bear the disclaimer: “The authors are responsible for the choice and presentation of the views contained in this [work...], as well as for the opinions expressed therein, which are not necessarily those of UNESCO” and, in the event that any maps are included, the disclaimer:

“The designations employed and the presentation of materials throughout this [work] do not imply the expression of any opinion whatsoever on the part of UNESCO concerning the legal status of any country, territory, city or area, or of its authorities, or concerning the delimitation of its frontiers or boundaries”.

3. CRESPIAL will assume full responsibility for any legal consequences stemming from its use of the emblem of the Convention.

Article 3 – Entry into force

This Agreement shall enter into force immediately, upon its signature by the contracting Parties.

Article 4 – Duration

1. This Agreement is concluded for a period coinciding with the duration of the Agreement regarding the establishment of CRESPIAL as a centre under the auspices of UNESCO (category 2).
2. In the event that the Agreement regarding the establishment of CRESPIAL as a centre under the auspices of UNESCO (category 2) is renewed, the present Agreement shall be deemed renewed, unless otherwise expressly denounced by either Party, as provided for in Article 5 below.

Article 5 – Denunciation

1. Each of the contracting Parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 20 days following receipt of the notification sent by one of the contracting Parties to the other.
3. In the event that either Party is in breach of the present Agreement, the other Party shall have the right to terminate this Agreement with immediate effect, upon receipt of written notification by the other Party.

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the 16 day of July 2013.

DONE in two copies in English and Spanish, each text being equally authentic.



Irina Bokova
for the United Nations Educational,
Scientific and Cultural Organization
(UNESCO)



Fernando Villafuerte
for the Regional Centre for
the Safeguarding of the Intangible
Cultural Heritage in Latin America
(CRESPIAL)