

**AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA  
AND  
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION  
(UNESCO)**

**REGARDING THE ESTABLISHMENT OF THE WORLD HERITAGE INSTITUTE OF  
TRAINING AND RESEARCH FOR THE ASIA AND THE PACIFIC REGION IN CHINA  
(WHITR-AP) AS A CATEGORY 2 INSTITUTE UNDER THE AUSPICES OF UNESCO**

The Government of the People's Republic of China  
and  
The United Nations Educational, Scientific and Cultural Organization,

*Having regard to Article 5, paragraph 5 of the 1972 World Heritage Convention, whereby each State Party shall endeavour (...) "to foster the establishment or development of national or regional centres for training in the protection, conservation and presentation of the cultural and natural heritage and to encourage scientific research in this field", as well as to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of a World Heritage Institute of Training and Research for the Asia and the Pacific Region in China (WHITR-AP);*

*Considering that the Director-General has been authorized by the Executive Board to conclude with the Government of the People's Republic of China an agreement in conformity with the draft that was submitted to the Executive Board at its 195<sup>th</sup> session;*

*Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the said Institute 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 People's Republic of China.
3. "Institute" means the World Heritage Institute of Training and Research for the Asia the Asia and the Pacific region (WHITR-AP).
4. "Principal founding institutions" means Peking University in Beijing, Tongji University in Shanghai and Suzhou Municipality.

**Article 2 – Establishment**

The Government shall agree to take, in the course of the year 2015, any measures that may be required for the renewal of the World Heritage Institute of Training and Research for the Asia and the Pacific Region (WHITR-AP) as a category 2 Institute under the auspices of UNESCO, 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, as well as the rights and obligations stemming therefrom for the Parties.

## **Article 4 – Legal status**

4.1 The Institute shall be independent of UNESCO.

4.2 The Government shall ensure that the Institute enjoys within its territory the functional autonomy necessary for the execution of its activities and the legal capacity to:

- contract;
- institute legal proceedings; and,
- acquire and dispose of movable and immovable property.

## **Article 5 – Constitutive Act**

The Constitution of the Institute must include provisions describing precisely:

- (a) the legal status granted to the Institute, 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 Institute allowing UNESCO representation within its governing body; and,
- (c) the nature of working relations between the principal founding institutions located in Beijing, Shanghai and Suzhou.

## **Article 6 – Functions/objectives**

6.1 The objectives of the Institute shall be to:

- (a) contribute to the achievement of a more balanced geographical distribution of training and research institutions and activities in the field of World Heritage conservation in the Asia and the Pacific region;
- (b) increase the balanced representation of Asia-Pacific properties on the World Heritage List;
- (c) promote a better protection and management of the World Heritage properties in the Asia and the Pacific region;
- (d) raise awareness on World Heritage among the general public and promote the free flow of information to improve the visibility of World Heritage; and,
- (e) foster international collaboration with UNESCO and other national and international bodies, by implementing cooperation projects in favour of World Heritage in the Asia and the Pacific region.

6.2 To achieve these objectives, the Institute will perform the following main functions:

- (a) execute short-term and long-term education and training activities for site managers, local government officials, educators and technicians in China and in the Asia and the Pacific region, for the conservation of both cultural and natural heritage, including those directed at the preparation of World Heritage nomination files, strengthening of conservation and management approaches for World Heritage properties, the monitoring of the state of conservation of World Heritage properties and the drafting of periodic reports;

- (b) undertake research on important regional World Heritage issues, and the development of particular heritage resources in cooperation with relevant conservation training and research centres in the region;
- (c) hold scientific symposia, conferences and workshops (regional and international) in all areas relating to World Heritage;
- (d) collect available information in order to set up an accessible, secure and reliable database for World Heritage in the region;
- (e) collect and disseminate relevant knowledge and information, as well as the outcomes of research activities, in Asia-Pacific countries through the Internet and the publication of books, articles and other media;
- (f) promote collaborative programmes in specific areas of World Heritage conservation and the exchange of conservation practitioners at the regional level;
- (g) encourage the development of a World Heritage site manager's regional network to exchange information, experience and best practices; and,
- (h) facilitate the introduction of disciplines relating to World Heritage conservation and other academic activities in universities and colleges in China and in the Asia and the Pacific region.

6.3 The Institute shall pursue the above objectives and perform the above functions in close coordination with the World Heritage Centre, the Advisory Bodies to the World Heritage Committee, other existing UNESCO entities, initiatives and programmes related to World Heritage in the Asia and the Pacific region.

### **Article 7 – Governing Board**

7.1. The Institute shall be guided and overseen by a Governing Board, which shall include:

- (a) a representative of the Government of the People's Republic of China, who shall serve as the Chairperson of the Government Board;
- (b) representatives of States Parties to the World Heritage Convention from the Asia-Pacific region which are serving on the World Heritage Committee and which have sent to the Institute notification for membership and have expressed interest in being represented on the Governing Board;
- (c) one representative from the World Heritage Centre for the UNESCO Director-General;
- (d) one representative from each of the Advisory Bodies to the World Heritage Committee (ICCROM, ICOMOS and IUCN) as observers;
- (e) one representative of the Chinese National Commission for UNESCO, who shall ensure coordination between the Institute and the relevant Chinese Government agencies or other institutions with a view to promoting their cooperation with the Institute;
- (f) representatives of the Government of China, one from the Ministry of Housing, Urban and Rural Development and one from the State Administration of Cultural Heritage (SACH);

- (g) representatives from the Principal founding institutions;
- (h) representatives of other Chinese universities, research institutes and local authorities (including Tsinghua University in Beijing);
- (i) representatives of other States Parties with academic or institution representation in the Asia-Pacific region, of international governmental organizations and of international non-governmental organization working in the field of cultural and natural heritage may be invited, if needed, as observers to the meetings of the Governing Board; and,
- (j) The Director of the Institute, as an *ex-officio* member;

7.2 The Governing Board shall:

- (a) approve the Constitution of the Institute;
- (b) elect members of the Executive Committee and appoint the Advisory Committee and its Chairperson;
- (c) review and ensure Peking University's increased involvement in the work and governance of WHITR-AP, and the creation of professional posts as well as necessary administrative staff to support Institute's function;
- (d) ensure outreach to the Asia-Pacific region to encourage Member State participation in its work, with increased focus on capacity-building and programme development in the Asia-Pacific region, potentially through increased staffing;
- (e) ensure that the Executive Committee and the Advisory Committee are constituted and have clear terms of reference, each with a different Chairperson.
- (f) approve the long-term and medium-term programmes of the Institute;
- (g) approve the annual work plan and budget of the Institute, including the staffing table;
- (h) examine the annual reports submitted by the Director of the Institute, including biennial self-assessment reports of the Institute's contribution to UNESCO's programme objectives;
- (i) examine the periodic independent audit reports of the financial statements of the Institute and monitor the provision of such accounting records necessary for the preparation of financial statements;
- (j) adopt the rules and regulations as well as determine the financial, administrative and personnel management procedures of the Institute, in accordance with the laws of the country;
- (k) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Institute; and,
- (l) convene special consultative sessions to which it shall invite, in addition to its own members, representatives of other interested countries and international organizations in order to expand the Institute's fund-raising strategy and strengthen its capacities, to draw up proposals to broaden the scope of the services provided by the Institute, and to carry out its projects and activities.

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 summoned by the Chairperson, either at his/her own initiative or at the request of the UNESCO Director-General, or at the request of a majority of its members.

7.4. The Governing Board shall adopt its own rules and procedures. For its first meeting, the procedure shall be established by the Government and UNESCO.

#### **Article 8 – Executive Committee**

8.1. To ensure the effective functioning of the Institute, an Executive Committee composed of seven members elected for four years by the Governing Board will be created to ensure the day-to-day management of the Institute. 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 Institute, as approved by the Governing Board;
- (b) monitoring the implementation of the annual work plan of the Institute, as approved by the Governing Board;
- (c) reviewing the programme, the work plan and budget and submitting its recommendations to the Board; and,
- (d) proposing to the Board candidates for the post of Director of the Centre.

8.2. The Executive Committee will be composed of a member of the Governing Board, the Chairperson of the Advisory Committee, one representative from each of the principal founding institutions, a representative of the UNESCO Director-General and one further ad'hoc member from the Governing Board. It shall adopt its own rules of procedure and elect its Chairperson. Representatives of the Advisory Bodies of the World Heritage Convention would be invited according to the agenda items. The cost of participation of UNESCO representative shall be borne by the Government or the Institute.

#### **Article 9 – Advisory Committee**

9.1 The Advisory Committee shall be appointed by the Governing Board from among scientific, technical and legal experts recommended by the competent government authorities of China, Member States of the Asia-Pacific region and representation of the incumbent Asia-Pacific members of the World Heritage Committee, by the UNESCO Secretariat and the Advisory Bodies to the World Heritage Committee (ICCROM, ICOMOS and IUCN).

9.2 Experts may be selected from those with relevant expertise and experiences in the Asia and the Pacific region, and relevant UNESCO associated institutions, universities, and other institutions.

9.3 The Chairperson of the Advisory Committee shall be appointed by the Governing Board.

#### **Article 10 – Secretariat**

10.1. The Secretariat of the Institute shall consist of a Director and the staff necessary for the proper functioning of the Institute.

10.2. The Director shall be appointed for a term of four years by the Governing Board, after consultation with the UNESCO Director-General, and shall have a university degree

and recognized professional experience in one of the fields of World Heritage (cultural and/or natural)

10.3. The other members of the Secretariat may include:

- (a) staff seconded for a defined period of time from the principal founding entities participating within the Institute, with the approval of the Governing Board;
- (b) any person appointed by the Director, in accordance with procedures established by the Governing Board;
- (c) any officials made available to the Institute by the Government, in accordance with national regulations; and,
- (d) any staff may be temporarily detached and made available to the Institute by Member States of the Asia-Pacific region.

#### **Article 11 – Functions of the Director of the Institute**

The Director of the Institute shall perform the following functions:

- (a) direct the work of the Institute 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 Institute as mentioned in Article 7.2 above; and,
- (e) appoint staff members in accordance with the staffing table and the staff regulations and rules approved by the Governing Board.

#### **Article 12 – UNESCO's Contribution**

12.1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of the Institute, in accordance with the strategic goals and objectives of UNESCO by:

- (a) providing the assistance of its experts in the specialized fields of the Institute;
- (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; and,
- (c) seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis and if justified by the implementation of a joint activity/project within a strategic programme priority area.

12.2. 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 13 – Contribution by the Government**

13.1. The Government shall provide all the resources, either financial or in-kind, needed for the administration and proper functioning of the Institute.

13.2. The Government undertakes to:

- (a) make available to the Institute appropriate office space, equipment and facilities;
- (b) entirely assume all communication, utilities and maintenance costs, as well as expenses for holding the sessions of the Governing Board and special consultative sessions;
- (c) contribute to the Institute's programme activities, such as capacity-building activities, research programmes, dissemination of information, publications and logistic support; and,
- (d) make available to the Institute the staff necessary for the performance of its functions, which shall comprise a Director and Secretariat staff.

### **Article 14 – Participation**

14.1. The Institute shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interests in the objectives of the Institute, desire to cooperate with the Institute.

14.2. Member States and Associate Members of UNESCO wishing to participate in the Institute's activities, as provided for under this Agreement, shall send to the Institute notification to this effect. The Director shall inform the Parties to the Agreement and other Member States of the receipt of such notifications.

### **Article 15 – Responsibility**

As the Institute is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Institute, 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 16 – Evaluation**

16.1. UNESCO may, at any time, carry out an evaluation of the activities of the Institute in order to ascertain:

- (a) whether the Institute makes a significant contribution to UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of the Programme and Budget document (C/5), including the two global priorities of the Organization and related sectoral or programme priorities and themes; and,
- (b) whether the activities effectively pursued by the Institute are in conformity with those set out in this Agreement.

16.2. UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of the category 2 Institute to UNESCO strategic programme objectives, to be funded by the host country or the Institute.

16.3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.

16.4. 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 20 and 21 hereunder.

#### **Article 17 – Use of UNESCO name and logo**

17.1. The Institute may mention its affiliation with UNESCO. It may, therefore, use after its title the mention “under the auspices of UNESCO”.

17.2. The Institute is authorized to use the UNESCO logo or a version thereof on its letter-headed paper and documents, including electronic documents and web pages and in accordance with the conditions established by the governing bodies of UNESCO.

#### **Article 18 – 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 People’s Republic of China 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 19 – 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 Parties once the Executive Board has made its comments based on the results of the renewal assessment provided by the Director-General.

#### **Article 20 – Denunciation**

20.1. Each of the Contracting Parties shall be entitled to denounce this Agreement unilaterally.

20.2. The denunciation shall take effect within sixty (60) days following receipt of the notification sent by one of the Contracting Parties to the other.

#### **Article 21 – Revision**

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

#### **Article 22 – Settlement of disputes**

22.1. 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 upon by the Parties, shall be submitted for final decision to an arbitration tribunal composed of 3 members one of whom shall be appointed by a representative of the Government, another by the UNESCO Director-General, 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.



22.2. The Tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,



For the United Nations Educational,  
Scientific and Cultural Organization

Irina Bokova

Director-General



For the Government of the People's  
Republic of China

Hao Ping

Vice Minister of Education and President of the  
Chinese National Commission for UNESCO