

JOINT STATEMENT OF INTENT

BETWEEN

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

AND

**THE UNIVERSITY OF OREGON,
A STATE UNIVERSITY OF OREGON**

REGARDING

**THE DESIGNATION OF THE INTERNATIONAL INSTITUTE
FOR INTERCULTURAL DIALOGUE AND CONFLICT-
SENSITIVE REPORTING AS A CATEGORY 2 INSTITUTE
UNDER THE AUSPICES OF UNESCO**

Whereas, the University of Oregon supports fully the designation of the International Institute for Intercultural Dialogue and Conflict-Sensitive Reporting (“IIDCSR”) at the Bend and Portland and Eugene campuses of the University of Oregon, a State University of Oregon (“University of Oregon”), as a “category 2 centre under the auspices of UNESCO”;

Whereas, the UNESCO General Conference has adopted a resolution pursuant to which it seeks to favour international cooperation in respect of the designation of IIDCSR with the endorsement of UNESCO;

Whereas, the UNESCO Director-General has been authorized by the UNESCO General Conference to enter into an agreement with the University of Oregon in conformity with the draft that was submitted to the General Conference;

Therefore, in consideration of the mutual agreements hereinafter set forth and intending to be legally bound hereby, UNESCO and the University of Oregon (hereinafter referred to each as a “Party” and together as the “Parties”) agree to the following measures to establish IIDCSR as a category 2 Institute under the auspices of UNESCO:

Article 1 – Establishment of IIDCSR as a category 2 Institute

The University of Oregon shall agree to take, in the course of the year 2014, any measures that may be required for the transformation of an existing institution into a category 2 Institute under the auspices of UNESCO, as provided for under this Joint Statement, hereinafter referred to as “IIDCSR”.

Article 2 – Legal Status

The Parties understand that IIDCSR, as an integral part of the University of Oregon, which itself is an entity of the State of Oregon, has the legal status and capacity necessary for the exercise of its functions in accordance with United States laws, regulations, and policies, and, in particular, the capacities to contract and to acquire and dispose of movable and immovable property through the University of Oregon.

Article 3 – IIDCSR Constitution

IIDCSR will develop bylaws or other governance documents (the “Governing Documents”), which include provisions confirming that:

- (a) IIDCSR will maintain the legal status and capacity, within the United States of America, necessary for it to exercise its functions and to receive funds (including as contributions and as payment for services rendered), as well as to acquire all means necessary for its functioning through its relationship with the University of Oregon; and,
- (b) IIDCSR will maintain a governing structure which allows for UNESCO representation.

Article 4 – Objectives and Functions of IIDCSR

The specific objectives and functions of IIDCSR are to:

inform journalistic practice with the realities of an intercultural world through innovative research, teaching, training, and public programmes;

- provide a forum for scholars and practitioners around the world to collaborate and participate in pioneering research and fieldwork;
- promote principles of freedom of expression, including the safety of journalists, in traditional media, the internet and other international fora;
- apply the UNESCO-designed conflict-sensitive reporting and other relevant curricula to further the Institute's teaching of conflict-sensitive reporting; hold international academic conferences regarding conflict-sensitive reporting; and, support research and practice of conflict sensitive-reporting; and,
- contribute to peace-building through the promotion of intercultural dialogue, pluralism and cultural diversity, while integrating the principles contained in the Universal Declaration of Human Rights.

Article 5 – Advisory Board

- (a) IIDCSR will create an Advisory Board that will guide and oversee IIDCSR, within the University of Oregon;
- (b) The Advisory Board will be composed of the following members, on a rotation basis:
 - the two Co-founders and Co-directors of IIDCSR;
 - three representatives of the University of Oregon, a State University of Oregon;
 - a representative of the UNESCO Director-General; and
 - up to eight representatives of Member States of UNESCO, which have notified IIDCSR of their interest in participating in IIDCSR's activities, in accordance with the stipulations of Article 5, below, and have expressed interest in being represented on the Advisory Board;
- (c) The Advisory Board will offer the co-directors and the governing authorities of the University of Oregon technical and other forms of advice to ensure sound strategic and programmatic management of IIDCSR as a category 2 Institute under the auspices of UNESCO. Such advice will include giving guidance on aspects relating to:
 - long-term and medium-term programmes of the Institute;
 - annual work plan and staffing table of the Institute;

- financial, administrative and personnel management procedures of the Institute;
- Participation of other organizations and entities;
- annual reports submitted by the co-directors of the Institute, including a biennial self-assessment report of the Centre's contribution to UNESCO's programme objectives and,
- examining the periodic independent audit reports of the financial statements of IIDCSR, and monitoring the provision of such accounting records necessary for the preparation of financial statements

Article 6 – Contribution by the University of Oregon

The University of Oregon undertakes to commit \$160,000 in cash as seed money for the first three years of IIDCSR's operations. In addition to this amount, the University of Oregon undertakes to make in-kind contributions of real estate, staff-support salaries, and academic salaries. These initial contributions will be leveraged through ongoing fundraising efforts by the University.

Article 7 – UNESCO's Contribution

UNESCO may provide assistance, as required, in the form of technical assistance for the programme activities of IIDCSR, in accordance with the strategic goals and objectives of UNESCO. Such assistance may be by way of:

- (a) providing the assistance of its experts in the specialized fields of IIDCSR; (and/or)
- (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; (and/or)
- (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.

Article 8 – Participation

- (a) IIDCSR encourages the participation of Member States and Associate Members of UNESCO which, by their common interest in the objectives of IIDCSR, desire to cooperate with IIDCSR as Advisory Board members, consistent with Article 4 above, and possibly in other capacities.
- (b) Member States and Associate Members of UNESCO wishing to participate in IIDCSR's activities may send notification to IIDCSR to this effect at [insert address, website or email]. IIDCSR is expected to inform UNESCO of the receipt of such notifications within a reasonable timeframe.

Article 9 – Responsibility

As the Institute is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the institute/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 Joint Statement.

Article 10 – Evaluation

- (a) UNESCO may, at any time, make a reasonable request to IIDCSR for documentation or other evidence of the activities of IIDCSR in order to evaluate:
 - (1) whether IIDCSR makes a significant contribution to UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of the approved programme and budget document (C/5), including the two global priorities of the Organization and related sectoral or programme priorities and themes; and,
 - (2) whether the activities effectively pursued by IIDCSR are in conformity with those set out in this Joint Statement of Intent.
- (b) UNESCO shall, for the purpose of the review of this Joint Statement, conduct an evaluation of the contribution of the category 2 Institute to UNESCO's strategic programme objectives, to be funded by the host country or Institute.
- (c) UNESCO undertakes to submit to the Government of the United States of America and the University of Oregon, at the earliest opportunity, a report on any evaluation conducted.

Article 11 – Use of UNESCO and the University of Oregon Names and Logos

- (a) IIDCSR may mention its affiliation with UNESCO. It may, therefore, use after its title the mention "under the auspices of UNESCO".
- (b) IIDCSR is authorized to use the UNESCO logo or a version thereof on its letterheaded paper and documents, including electronic documents and web pages, in accordance with the conditions established by the governing bodies of UNESCO.
- (c) UNESCO agrees not to use the University of Oregon's name or any trademark, service mark, trade name or symbol of the University of Oregon in any manner, including without limitation in any sales, promotional, advertising or other publication, without the prior written consent of the University of Oregon.

Article 12 – Duration

This Joint Statement shall remain in force for six years, in line with the Agreement between the US Government and UNESCO, unless expressly denounced by either Party as provided for in Article 13 (b) of this Joint Statement hereunder. The Joint Statement, hereunder shall be renewed upon common agreement between the Parties once the UNESCO Executive Board has made its comments based on the results of the renewal assessment provided by the Director-General.

Article 13 – Miscellaneous

Any notice or communication by any Party to any other Party shall be in writing and shall be deemed to have been duly given if hand delivered, electronically mailed with receipt notification requested, or mailed by United States certified mail, return receipt requested.

The following addresses shall be used to provide notice under this Agreement:

ON BEHALF OF UNESCO:

Irina Bokova

Director-General

UNESCO House

7, Place de Fontenoy

75007 Paris

ON BEHALF OF THE UNIVERSITY OF OREGON:

Peter Laufer

Co-Director

Institute for Intercultural Dialogue and Conflict-Sensitive Reporting

110 Gerlinger Hall

6202 University of Oregon

Eugene, OR 97403-6202

USA

With copies to:

Julianne Newton

Dean

School of Journalism and Communication

Allen Hall

1275 University of Oregon

Eugene, OR 97403-1275

USA

- (a) Any Party may terminate this Joint Statement of Intent for any reason by issuing written notice to the other Parties ninety (90) days prior to the proposed date of termination, provided that if termination is being sought because of a breach of this Joint Statement of Intent, the Party alleged to have caused such breach shall have thirty (30) days in which to cure such breach and prevent termination of the Joint Statement of Intent.
- (b) This Joint Statement of Intent constitutes the complete understanding of the Parties and supersedes all other oral or written agreements between the Parties, if any. No modification or waiver of any provision hereof will be valid unless it is submitted in writing and signed by both Parties. Should any portion of this Joint Statement of Intent be found invalid by a court of law, the remaining portions of this Joint Statement of Intent will continue to bind the Parties.
- (c) This Joint Statement of Intent may be amended at any time by mutual written agreement of the Parties. To be binding, changes must be in writing and signed by duly authorized representatives/agents of each Party.
- (d) In case of dispute the Parties will undertake all efforts to settle by negotiation or any other appropriate method agreed upon by the Parties.
- (e) The Parties may execute this Joint Statement of Intent in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Joint Statement of Intent. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Joint Statement of Intent in the presence of the other Parties. This Joint Statement of Intent is effective upon delivery of one executed counterpart from each Party to the other Parties. In proving this Joint Statement of Intent, a Party must produce or account only for the executed counterpart of the Party to be charged.
- (f) This Joint Statement enters into force following delivery of the executed counterparts specified in Article 13 (e) above, AND once the Agreement with the Government has entered into force.

IN WITNESS WHEREOF, the undersigned have signed this Joint Statement of Intent on

10 OCT 2014

UNESCO

THE UNIVERSITY OF OREGON,
A STATE UNIVERSITY OF OREGON

By: *Irina Bokova*

By: *Peter Laufer*

By: *Steven Shankman*

Name: Irina Bokova

Name: Peter Laufer

Name: Steven Shankman

Title: Director-General

Title: Co-Director

Title: Co-Director

AGREEMENT

BETWEEN

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

AND

THE UNITED STATES OF AMERICA

REGARDING

**THE DESIGNATION OF THE INSTITUTE FOR
INTERCULTURAL DIALOGUE AND CONFLICT-SENSITIVE
REPORTING AT THE UNIVERSITY OF OREGON,
A STATE UNIVERSITY OF OREGON, IN EUGENE (OREGON)
AS A CATEGORY 2 INSTITUTE
UNDER THE AUSPICES OF UNESCO**

Whereas, the United States of America supports fully the designation by UNESCO of the Institute for Intercultural Dialogue and Conflict-Sensitive Reporting ("IIDCSR") as a category 2 Institute under its auspices;

Having regard to the resolution of the UNESCO General Conference seeking to promote international cooperation including through the designation of IIDCSR as a category 2 Institute under the auspices of UNESCO;

Considering that the UNESCO Director-General has been authorized by the General Conference to conclude with the United States an agreement in conformity with the draft that was submitted to the General Conference;

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO regarding IIDCSR in this Agreement;

UNESCO and the United States (hereinafter referred to as the "Parties") have agreed as follows:

Article 1 – Definitions

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
2. "US" means the "United States of America".
3. "IIDCSR" means the "Institute for Intercultural Dialogue and Conflict-Sensitive Reporting", a centre established within the University of Oregon, a State University of Oregon (Eugene, Oregon) ("Oregon")

Article 2 – Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the US regarding the designation of IIDCSR as a category 2 Institute under the auspices of UNESCO, as well as the rights and obligations stemming therefrom for the Parties.

Article 3 – Establishment

To the extent consistent with its laws, regulations, and policies, the U.S. shall assist, as appropriate, Oregon and IIDCSR in taking measures to establish and operate IIDCSR as a category 2 Institute under the auspices of UNESCO in the way in which this term is used in the integrated comprehensive strategy 37C/18 Part I and its annex, approved by the General Conference in 37 C/Resolution 93 and as provided for under this Agreement.

Article 4 – Legal Status

1. The Parties understand that IIDCSR is not to be a legal entity of UNESCO and that the State of Oregon is independent of UNESCO.
2. The Parties acknowledge that IIDCSR, as part of Oregon, is an entity on the territory of the United States of America and, as such, IIDCSR's legal status and capacities are governed by US laws, regulations, and policies.

Article 5 – Governing Board

The Parties shall collaborate to facilitate the establishment, by IIDCSR, of its Governing Board, consistent with the provisions of Article 5 of the Joint Statement of Intent between UNESCO and Oregon regarding the designation of IIDCSR as a category 2 Institute under the auspices of UNESCO, signed on [date].

Article 6 – UNESCO's Contribution

UNESCO may provide assistance, as required, in the form of technical assistance for the programme activities of IIDCSR, in accordance with the strategic goals and objectives of UNESCO. Such assistance may be by way of:

- (a) providing the assistance of its experts in the specialized fields of IIDCSR; (and/or)
- (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; (and/or)
- (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; (and/or).
- (d) conducting, for the purpose of the review of the Joint Statement signed between UNESCO and Oregon University, an evaluation of the contribution of the category 2 Institute to UNESCO's strategic programme objectives, to be funded by the host country or Institute.

Article 7 – US Contribution

The US shall endeavour to monitor that the necessary resources, either financially or in-kind, required for the administration and proper functioning of IIDCSR have been secured by IIDCSR.

Article 8 – Entry into Force

This Agreement shall enter into force, following its signature by the Parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the United States of America and by UNESCO's internal regulations have been completed. The date of the last notification shall be deemed to be the date of entry into force of this Agreement.

Article 9 – Duration

This Agreement shall remain in force for six years, unless expressly denounced by either Party as provided for in Article 10. The Agreement shall be renewed upon common agreement between Parties once the UNESCO Executive Board has made its comments based on the results of the renewal assessment of IIDCSR provided by the Director-General, consistent with Article 12 of the Joint Statement between UNESCO and Oregon.

Article 10 – Denunciation

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

Article 11 – Revision

This Agreement may be revised by the written agreement of the Parties.

Article 12 – Settlement of Disputes

Any dispute between the Parties concerning the interpretation or application of this Agreement may be settled by negotiation or other appropriate method mutually agreed upon by the Parties.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

Done in two originals, in the English language, on..... **10 OCT 2014**

FOR THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION:

FOR THE UNITED STATES
OF AMERICA:



Irina Bokova
Director-General



Crystal Nix-Hines
Ambassador, Permanent Delegate
to UNESCO