

AGREEMENT BETWEEN

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

AND

THE GOVERNMENT OF INDIA

REGARDING

**THE ESTABLISHMENT, IN DEHRADUN (INDIA), OF
“A CENTRE FOR WORLD NATURAL HERITAGE MANAGEMENT
AND TRAINING FOR THE ASIA AND PACIFIC REGION”**

AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

The United Nations Educational, Scientific and Cultural Organization
and
The Government of India,

Having regard to Article 5, paragraph 5 of the World Heritage Convention, whereby each State Party shall endeavor (...) "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 supported the proposal by India to establish a Centre for World Natural Heritage Management and Training for the Asia and Pacific region at the Wildlife Institute of India (WII), in Dehradun, of regional scope,

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of India 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 that shall be granted to the said Centre 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 India.
3. "Centre" means Centre for World Natural Heritage Management and Training for the Asia and Pacific region.

Article 2 – Establishment

The Government shall agree to take, in the course of the year 2014, any measures that may be required for the setting up at Dehradun, India, of a Centre for World Natural Heritage Management and Training for the Asia and the Pacific region under the auspices of UNESCO, as provided for under this Agreement, hereinafter referred to as "the Centre".

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 Centre shall be part of the Wildlife Institute of India (WII), which is an autonomous institution of the Indian Ministry of Environment and Forests, through which it will have the legal capacity:

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

Article 5 – Constitutive Act

The Centre will not have its own Constitutive Act, but the Constitutive Act of the Wildlife Institute of India that will be modified to include provisions describing precisely a governing structure for the Centre allowing UNESCO representation within its governing body.

Article 6 – Functions/objectives

The objectives of the Centre shall be to:

- contribute to the strengthening of capacities in the management of World Natural Heritage in the region;
- contribute to the achieving of a more balanced representation of properties from Asia and the Pacific on the World Heritage List;
- raise awareness of the importance of World Natural Heritage and of the need to protect it among the general public and the youth in particular;
- foster international cooperation on World Natural Heritage initiatives.

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

- conduct short and long term capacity building programmes, including workshops, courses and international conferences;
- undertake research on identified priority issues related to World Natural Heritage protection and management, with particular focus on models of community participation;
- develop and maintain a documentation centre accessible to the public on World Natural Heritage issues relevant to the region;
- implement programmes for the exchange of experts with other regional resource centres; and
- coordinate its activities with the States Parties, the World Heritage Centre, the Advisory Bodies of the World Heritage Convention and the network of existing category 2 centres related to World Heritage.

Article 7 – Governing Council

1. There shall be a Governing Council for the Centre, with composition as follows:

- The Chairperson and all the members of the Governing Body of the Wildlife Institute of India. The Chairperson and Member Secretary of the Governing Body of the Wildlife Institute of India will also act as such in the Governing Council;
- a representative of the Ministry of Culture, Government of India, as an ex-officio member;
- a representative of a State Party to the World Heritage Convention from the Asia Pacific region;
- the Director-General of UNESCO or his/her representative;
- The Dean/Director of the Centre, as an ex-officio member.
- Representatives of other State Parties, of international governmental organizations and of international non-governmental organization working in the field of natural heritage may be invited, if needed, as observers to the meetings of the Governing Council.

2. The Governing Council shall:

- approve the initial development strategy and working methods of the Centre;
- approve the long-term and medium-term programmes of the Centre;

- approve the annual work plan and budget of the Centre, including the staffing table, infrastructure requirements and operating costs;
- approve the annual reports submitted by the Dean/Director of the Centre;
- 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;
- appoint committees or sub-committees for the conduct of any business of the Centre or for tendering advice in any matter pertaining to the Centre;
- delegate any of its powers to the Dean/Director of the Centre as agreed upon by consensus;
- take action as may be necessary, incidental or conducive to the attainment of the objectives of the Centre;
- 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; and
- examine the annual reports of the Centre, including the biennial self-assessment reports of the Centre's contribution to UNESCO's programme objectives.

3. The Governing Council 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 Director-General of UNESCO, or at the request of a majority of its members.

4. The Governing Council shall adopt its own rules of procedure. For its first meeting, the procedure shall be established by the Government and UNESCO.

Article 8 – UNESCO's contribution

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;
(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 if justified by the implementation of a joint activity/project within a strategic programme priority area.

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 9 – Contribution by the Government

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

2. The Government undertakes to:

(a) make available to the Centre appropriate office space, equipment and facilities;

(b) entirely assume all communication, utilities and maintenance costs, as well as expenses for special consultative sessions;

(c) contribute to Centre programme activities, such as capacity-building activities, research programmes, dissemination of information, publications and logistic support; and

(d) make available to the Centre the staff necessary for the performance of its functions, which shall comprise a Dean/Director and secretariat staff.

Article 10 – Participation

1. The Centre shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interests in the objectives of the Centre, desire to cooperate with the Centre.
2. Member States and Associate Members of UNESCO wishing to participate in the Centre's activities, as provided for under this Agreement, shall send to the Centre notification to this effect. The Dean shall inform the parties to the agreement and other Member States of the receipt of such notifications.

Article 11 – Responsibility

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the 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 12 – 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 UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of 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.
2. UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of the category 2 centre to UNESCO strategic programme objectives, to be funded by the host country or Centre.
3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
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 16 and 17.

Article 13 – 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 letter-headed paper and documents including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.

Article 14 – 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 India 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 15 – Duration

This Agreement is concluded for a period of 6 years as from its entry into force. The Agreement shall be renewed upon common agreement between Parties once the Executive Board made its comments based on the results of the renewal assessment provided by the Director-General.

Article 16 – Denunciation

1. Each of the contracting parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 60 days following receipt of the notification sent by one of the contracting parties to the other.

Article 17 – Revision

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

Article 18 – 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 3 members one of whom shall be appointed by a representative of 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.
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

Paris, 11.02.14

For the Government of India



(डा. एस. एस. नेगी)
(Dr. S. S. Negi)
बिज्ञानविशेषज्ञ वन एवं पर्यावरण विभाग
Director General, Special
Special
पर्यावरण, वन एवं जल विभाग, नई दिल्ली
Min. of Environment, Forest and Climate Change
भारत सरकार, नई दिल्ली
Govt. of India, New Delhi