

**AGREEMENT
BETWEEN
UNESCO AND THE GOVERNMENT OF NORWAY REGARDING THE
NORDIC WORLD HERITAGE FOUNDATION
AS A CENTRE UNDER THE AUSPICES OF UNESCO
(CATEGORY 2)**

The Government of the Kingdom of Norway

and

The Director-General of the United Nations Educational, Scientific and Cultural Organization,

Having regard to the resolution whereby the UNESCO General Conference at its 32nd session in October 2003 decided to grant the status of a regional centre under the auspices of UNESCO to the Nordic World Heritage Foundation,

Considering that the Director-General has been authorized by the General Conference at its 32nd session to enter into a cooperation agreement with the Nordic World Heritage Foundation,

Taking into account the evaluation of the Nordic World Heritage Foundation and *considering* that the Director-General has been authorized by the Executive Board at its 179th session to conclude with the Government of Norway an agreement regarding the renewal of the Nordic World Heritage Foundation's status as a UNESCO (category 2) centre,

Desirous of defining the terms and conditions governing the contribution that shall be granted to the said institute/centre in this agreement,

HAVE AGREED AS FOLLOWS:

Article 1 – Interpretation

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
2. "NWHF" refers to Nordic World Heritage Foundation.
3. "The Convention" refers to the Convention concerning the Protection of the World Cultural and Natural Heritage.
4. "Government" refers to the Government of the Kingdom of Norway.



Article 2 – Establishment

The Government established NWHF as an independent foundation of the Norwegian Ministry of the Environment on 14 March 2002 in accordance with Norwegian legislation.

Article 3 – Participation

1. NWHF shall be an autonomous institution at the service of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the centre, desire to cooperate with the centre.
2. Member States of UNESCO wishing to participate in the NWHF activities, as provided for under this Agreement, shall send the Director-General of UNESCO notification to this effect. The Director-General shall inform NWHF and the Member States mentioned above of the receipt of such notifications.

Article 4 – Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the Government concerning NWHF, and also the rights and obligations stemming therefrom for the parties.

Article 5 – Juridical personality

NWHF shall enjoy, on Norwegian territory, the personality and legal capacity necessary for the exercise of its functions, in particular the capacity:

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

Article 6 – Constitution

The Constitution of NWHF must include provisions concerning:

- (a) legal status granting to NWHF, under national legislation, the autonomous legal capacity necessary to exercise its functions and to receive subventions, obtain payments for services rendered, and acquire all necessary means;
- (b) a governing structure for NWHF allowing UNESCO representation within its governing bodies.

Article 7 – Functions/objectives

1. The functions/objectives of NWHF shall be to:
 - contribute to the medium-term strategies of UNESCO in the implementation of the Convention, taking into account the linkages to

other relevant standard-setting instruments such as the Convention for the Safeguarding of the Intangible Cultural Heritage, the Convention on the Protection and the Promotion of the Diversity of Cultural Expressions, the Convention on Biological Diversity and the United Nations Framework Convention for Climate Change, enhancing the linkages between the protection of world heritage, capacity-building and sharing of knowledge;

- support the Secretariat of the Convention in its work related to the Convention.

2. To realize the aforementioned functions, NWHF shall focus its activities with the objective to:

- act as a focal point bringing Nordic countries together in their collective attempt to fulfil the requirements of the Convention and its implementation;
- support the Secretariat of the Convention by facilitating technical expertise, disseminating information and contributing to innovative projects, all in support of the Convention and the World Heritage Committee's Global Strategy;
- mobilize funds from bilateral and multilateral sources and private sources in a coordinated and transparent way and facilitate assistance for natural and cultural World Heritage conservation efforts in developing countries in support of the Convention.

~~Article 8 — Governing Board~~

1. NWHF shall be guided and supervised by a Governing Board renewed every four years and composed of:

- (a) an observer representative from the Norwegian Ministry of the Environment;
- (b) representatives from the Nordic countries, including Norway, with a view to rotating the Deputy Chairperson to one of these countries each year. The aforementioned representatives from the Nordic countries will be appointed by the Norwegian Ministry of the Environment, which shall also appoint the Chairperson;

(c) a representative of the Director-General of UNESCO.

2. The Governing Board shall:

- (a) approve the long-term and medium-term programmes of NWHF;
- (b) approve the annual work plan and budget of NWHF, including the staffing table;
- (c) examine and approve the annual accounts and reports submitted by the Director of NWHF;

- (d) issue the rules and regulations and determine the financial, administrative and personnel management procedures of NWHF;
 - (e) decide on the participation of regional intergovernmental organizations and international organizations in the work of NWHF;
 - (f) provide the World Heritage Committee with annual reports.
3. The Governing Board shall meet in ordinary session at regular intervals, at least twice every calendar year. It shall meet in extraordinary session if convened by its Chairperson, either on his or her own initiative or at the request of the Director-General of UNESCO, or of at least half of the Board's members.
4. The Governing Board shall adopt its own rules of procedure.

Article 9 – Secretariat

1. NWHF's Secretariat shall consist of a Director and such staff as is necessary for the proper functioning of NWHF.
2. The Director shall be appointed by the Chairperson of the Governing Board in consultation with the Director-General of UNESCO and the Government.
3. The other members of the Secretariat may comprise:
- (a) any person appointed by the Director, in accordance with the procedures laid down by the Governing Board;
 - (b) members of UNESCO's staff who are temporarily seconded and made available to NWHF, as provided for by UNESCO's regulations and by the decisions of its governing bodies;
 - (c) government officials from all the Nordic countries who are made available to NWHF, as provided by government regulations.

Article 10 – Duties of the Director

The Director shall discharge the following duties:

- (a) direct the work of NWHF in conformity with the programmes and directives established by the Governing Board;
- (b) propose the draft work plan and budget to be submitted to the Governing Board for approval;
- (c) prepare the provisional agenda for the sessions of the Governing Board and submit to it any proposals that he or she may deem useful for the administration of NWHF;
- (d) prepare reports on NWHF's activities to be submitted to the Governing Board;
- (e) represent NWHF in law and all civil acts.

Article 11 – Contribution of UNESCO

1. UNESCO shall provide assistance in the form of a technical contribution for the activities of NWHF, in accordance with the strategic goals and objectives of UNESCO.
2. UNESCO undertakes to:
 - (a) provide the assistance of its experts within world heritage;
 - (b) second members of its staff temporarily. Such secondment may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity/project within a priority area as approved by UNESCO's governing bodies;
 - (c) include NWHF in various programmes which it implements and in which the participation of the latter appears necessary.
3. In all the cases listed above, such contribution shall be provided for in UNESCO's Programme and Budget.

Article 12 – Contribution of the Government

1. The Government shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of NWHF.
2. The Government undertakes to contribute to NWHF a total amount of a minimum of NOK3.5 million per year, upon the approval of the Norwegian Parliament.

Article 13 – Responsibility

As NWHF is legally separate from UNESCO, the latter shall not be legally responsible for it, and shall bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

Article 14 – Use of UNESCO name and logo

1. NWHF may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".
2. NWHF is authorized to use the UNESCO logo or a version thereof and the emblem of World Heritage on its letterhead paper and documents in accordance with the conditions established by the governing bodies of UNESCO.

Article 15 – Evaluation

1. UNESCO shall carry out an external evaluation of NWHF's activities in order to ascertain:

- whether NWHF makes a significant contribution to the strategic goals of UNESCO;
 - whether the activities effectively pursued by NWHF are in conformity with those set out in the Agreement.
2. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any external evaluation conducted.
 3. The Government shall bear the cost of the external evaluation.
 4. Each of the contracting parties shall have the option of denouncing this Agreement or of requesting a revision of its contents, following the results of an external evaluation carried out independently by one of the contracting parties.
 5. Nothing in this article restricts the privilege of the Government to, at any time, carry out its own evaluation.

Article 16 – 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 Norway 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 17 – Duration

This Agreement is concluded for a period of six years as from its entry into force. A renewal of this Agreement shall be subject to a decision of UNESCO's Executive Board based on an evaluation carried out in accordance with article 15.1 above.

Article 18 – 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 19 – Revision

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

Article 20 – 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 three members. One of the members shall be appointed by the Government, another by the Director-General of UNESCO. A third, who shall preside over the tribunal, shall be chosen by the first two arbitrators. 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,

DONE in two copies in the English language, on 1st October 2008.

For the United Nations Educational,
Scientific and Cultural Organization

Koïchiro Matsuura



Director-General

For the Government of Norway

Erik Solheim



Minister of the Environment and
International Development

1-01-2008
Date

Date

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