# **AGREEMENT**

# BETWEEN

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

# AND

THE INTERUNIVERSITY NETWORK ON INTANGIBLE CULTURAL HERITAGE IN LATIN AMERICA AND THE CARIBBEAN

CONCERNING THE ESTABLISHMENT OF A UNITWIN COOPERATION PROGRAMME

#### **AGREEMENT**

between the United Nations Educational, Scientific and Cultural Organization and the Interuniversity Network on Intangible Cultural Heritage in Latin America and the Caribbean concerning the establishment of a UNITWIN Cooperation Programme

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO"), 7 Place de Fontenoy, 75352 Paris, France, represented by its Director-General, Ms Audrey Azoulay;

and.

The Interuniversity Network on Intangible Cultural Heritage in Latin America and the Caribbean (hereinafter referred to as "the Network"), composed of:

- Universidad Nacional de Avellaneda, Rectorado, España 350 (B1870BWH)
  Avellaneda, Provincia de Buenos Aires, Argentina, represented by its Rector, Ing. Jorge Calzoni;
- Universidad Nacional de Rosario, Maipú 1065, 2000 Rosario, Santa Fe, Argentina, represented by its Rector, Lic. Franco Bartolacci;
- Universidad Nacional de Asunción, C P: 2160, Campus de la UNA, San Lorenzo, Paraguay, represented by its Rector, Dra. Zully Vera de Molinas;
- Universidad de la República, Brandsen 1984, apto 901, CP. 11200 Montevideo, Uruguay, represented by its Rector, Professor Rodrigo Arim;

**Considering** that one of the essential factors favouring development in UNESCO's fields of competence is the exchange of experience and knowledge between universities and other higher education institutions:

**Convinced** that joint work by university teachers, researchers and administrators from different regions all over the world will provide important benefits for the entire academic community;

**Bearing in mind** UNESCO's mission and objectives as set forth in its Constitution, and its role in promoting international inter-university cooperation;

**Taking into account** the experience of the UNESCO Chairs Programme as a stimulus for academic mobility and the rapid transfer of knowledge through twinning, networking and other linking arrangements;

Have agreed as follows:

## Article I Purpose

UNESCO and the Network will create a Cooperation Programme on Interuniversity Network on Intangible Cultural Heritage in Latin America and the Caribbean (hereinafter referred to as "the Cooperation Programme") in the framework of UNESCO's UNITWIN Programme.

## Article II Main objectives

The main objectives of this Cooperation Programme are to:

- Promote an integrated system of research, training, information and documentation activities in the area of work of the 2003 Convention for the Safeguarding of the Intangible Cultural Heritage;
- 2. Develop curricula and academic research that will contribute to increase awareness and to strengthen the safeguarding of intangible cultural heritage at the regional level;
- 3. Generate and circulate high-quality publications in the field of intangible cultural heritage in cooperation with the University's network and other partners;
- Provide training and strengthen the knowledge of stakeholders in government institutions, civil society and at community level working on the safeguarding of intangible cultural heritage in the Latin America and the Caribbean (LAC) region;
- 5. Cooperate closely with UNESCO, existing UNESCO Chairs and academic institutions in the LAC region, inter alia, by engaging in joint research on issues of common interest and ensuring that the academic outputs (i.e. academic meetings and events, training, research programmes, curricula development, publications, etc.) feed into and advance UNESCO's related programmatic priorities.

#### Article III Implementation of the Cooperation Programme

- 1 The implementation of the Cooperation Programme will comprise two phases:
  - phase one: establishment of direct contact between the Network and the relevant UNESCO unit(s)/programme(s) to determine the work plan for cooperation over the next four years;
  - phase two: identification, in close collaboration with the members of the Network and with UNESCO, of ways to extend the Programme to include other participants and/or institutions. All admission of new participants and/or institutions into the Cooperation Programme must be approved in writing by each of the Parties concerned.

#### Article IV Contribution of each Party

The Network, in consultation with UNESCO, shall appoint the Coordinator, who will be selected in accordance with the procedures described in UNESCO's "Guidelines and procedures for the UNITWIN/UNESCO Chairs Programme".

- 2 Each Party within the Network shall appoint its own Coordinator for the Cooperation Programme and duly notify the others.
- 3 Subject to the terms of this Agreement, the Network shall assume all expenses linked to the implementation of the Cooperation Programme's activities.
- 4 Each Network member shall contribute the facilities, as well as the human and financial resources necessary to conduct the academic research and training activities in its fields and to make their results accessible online.
- The Network shall submit to UNESCO a mid-term progress report and a final report on the activities carried out by the Network, as well as on the financial resources of the Network. The reports should comply with the UNESCO template. They will be reviewed by UNESCO and will be published on the UNITWIN portal.
- The Network shall arrange for its members to participate in UNESCO programmes and activities with a view to strengthening international academic cooperation in the field of intangible cultural heritage in Latin America and the Caribbean, and related disciplines. Whenever possible, the Network shall arrange for its members to engage in an exchange of professors, researchers and students with other universities and within the framework of the UNITWIN Programme.

### Article V Use of UNESCO's Name and Logo

In order to demonstrate its link with UNESCO, the Network is invited to use the composed UNESCO/UNITWIN logo that includes the UNESCO official logo and the UNITWIN logo to the right of the former, under the following conditions:

- the conditions for the use of the logo will be determined by UNESCO and cannot be modified without the prior agreement of UNESCO; UNESCO shall provide the Network with a high definition electronic format of the composed logo, in compliance with the agreed specifications;
- the logo must be used cautiously, with a view to avoiding misinterpretation by the general public, notably concerning the respective status of the Network, the member universities and UNESCO, as specified under the provisions of Article VI.1 of the Agreement; the composed UNESCO/UNITWIN logo shall not, under any circumstances, be used for any commercial purposes, either by the Network or by the member universities;
- all promotional and information materials published by the Network or the member universities, bearing the composed UNESCO/UNITWIN logo (example: pamphlets and other electronic documents), should bear the disclaimer: The authors are responsible for the choice and presentation of views contained in this ...and for opinions expressed therein, which are not necessarily those of UNESCO and do not commit the Organization; and,
- the Network and/or the member universities will assume full responsibility for any legal consequences stemming from this use.

# Article VI Other Provisions

- Neither the Network nor any member of its staff employed for the implementation of the Cooperation Programme's activities shall be considered an agent, representative or member of UNESCO's staff, nor shall they enjoy any benefit, immunity, remuneration or reimbursement if not clearly foreseen in this Agreement; moreover, they shall not be authorized to present themselves as being part of UNESCO, nor make statements on UNESCO's behalf, nor commit UNESCO to any expense of any nature or to any other obligation.
- The Network shall be entirely responsible for taking any measures it deems necessary to insure itself against loss, injury or damage incurred during the implementation of these activities.
- The present Agreement shall enter into force for a period of four (4) years on the date of all signatures having been appended. It may be cancelled by either Party subject to sixty (60) days' written notice to the other Party.
- The Network shall request the renewal of the present Agreement before its expiry date. Any renewal of the present Agreement shall be effected by an exchange of letters between the Parties, on condition that the Network meets its specific objectives as laid out in Article II, and provides detailed information on activities and budget secured for the period of renewal.
- 5 UNESCO may decide not to renew the present Agreement, or to terminate the Cooperation Programme if the Network fails to submit timely progress reports on its activities; the reports are negatively evaluated; or, the Network's activities do not correspond to UNESCO's strategic priorities.
- In the event of a dispute, the Parties shall make a good faith effort to settle it amicably. If an amicable settlement cannot be reached, any dispute arising out of, or relating to, this Agreement shall be settled by a sole arbitrator appointed by mutual agreement or, failing this, by the President of the International Court of Justice at the request of either Party.

In witness whereof the undersigned, duly authorized to that effect, have signed 5 (five) copies of the present Agreement in the English language.

For the United Nations Educational, Scientific and Cultural Organization

Audrey Azoulay Director-General

2 1 JUL 2027

Date:

For Universidad Nacional de Rosario For Universidad Nacional de Avellaneda Jorge Calzoni Rector Franco Bartolacci Rector Lic. FRANCO BARTOLACCI RECTOR UNIVERSIDAD NACIONAL DE ROSARIO Date: Date: DAD DE LA For Universidad de la República For Universidad Nacional de Asunción Zully Vera de Molinas Rodrigo Arim Rector Rector 1889 CA DEL Date:

Date: