

Agreement

**concerning the establishment of a UNESCO Chair
in Human Rights**

at

**the University of the Republic
(Montevideo, Uruguay)**

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO"), 7, place de Fontenoy, 75732 Paris 07 SP, France, represented by its Director-General, Mr Koïchiro Matsuura,

and

The University of the Republic (hereinafter referred to as "the University"), Avenida 18 de Julio 1824, Piso 1, Montevideo, Uruguay, represented by its Rector, Mr Rafael Guarga,

Considering that one of the essential factors favouring development in the fields of competence of UNESCO 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 regions all over the world will provide important benefits for the entire academic community,

Bearing in mind the mission and objectives of UNESCO set forth in its Constitution and its role in promoting international inter-university cooperation,

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

Agree as follows:

The University shall provide a financial report showing the financial support obtained for the Chair from different sources.

Article 9 UNESCO shall take the necessary steps to facilitate the participation of the University in its programmes and activities with a view to strengthening international academic cooperation in the field of scientific research and its application for national development. Wherever possible, UNESCO shall also promote the exchange of professors, researchers, and students with other universities within the framework of the UNITWIN/UNESCO Chairs Programme.

Article 10 Within that framework, UNESCO shall endeavour to associate the University with the activities of different Chairs and inter-university networks participating in the Programme, especially in Member States in Latin America, and with those of similar Chairs in other regions of the world.

Article 11 Subject to the terms of this Agreement, the University shall assume all expenses linked to the execution of activities undertaken by the Chair.

Article 12 Neither the University nor any member of its staff employed for the execution of the activities linked to the Chair 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.

Article 13 The University shall be entirely responsible for taking any measures it deems necessary to insure itself against loss, injury or damage incurred during the execution of these activities.

Article 14 The present Agreement shall enter into force for a period of 2 (two) years on the date of both signatures having been appended. It may be cancelled by either party subject to 60 (sixty) days' written notice to the other party.

Article 15 Any renewal of the present Agreement shall be effected by an exchange of letters between the parties.

Article 16 In the event of a dispute, the parties shall make a good faith effort to settle it amicably. In the event that 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 this Agreement in two copies in the English language, and two copies in the Spanish language.

For the United Nations Educational,
Scientific and Cultural Organization

For the University of the Republic



Koïchiro Matsuura
Director-General



Rafael Guarga
Rector of the University

Date..... **26 FEB 2002**

Date.....