



**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL**

**AND**

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

**REGARDING THE RENEWAL OF THE REGIONAL**

**HERITAGE MANAGEMENT TRAINING CENTRE "LUCIO COSTA CENTRE" IN RIO DE  
JANEIRO**

**AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

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The Government of the Federative Republic of Brazil  
and  
the United Nations Educational, Scientific and Cultural Organization,  
hereinafter referred to as the "Parties",

*Having regard* to 35 C/Resolution 54, whereby the UNESCO General Conference seeks to favour international cooperation in respect of the establishment of the Regional Heritage Management Training Centre in Rio de Janeiro as a category 2 centre under the auspices of UNESCO;

*Recalling* 202 EX/Decision 18.1.C by which the Executive Board decided to renew the designation of the Centre as a category 2 centre under the auspices of UNESCO, and authorized the Director-General to sign the corresponding Agreement;

*Desirous* of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the said Centre under the auspices of UNESCO in this Agreement;

HAVE AGREED AS FOLLOWS:

**ARTICLE 1 – DEFINITIONS**

1.1. The acronym "UNESCO" herein refers to the United Nations Educational, Scientific and Cultural Organization.

1.2. The "Centre" is understood to be the Regional Heritage Management Training Centre "Lucio Costa Centre".

1.3. "Government" is understood to be the Government of the Federative Republic of Brazil.

1.4. "IPHAN" is understood to be the National Historic and Artistic Heritage Institute, an autonomous institution of the Government of the Federative Republic of Brazil.

1.5. The "Region" is understood to be the Portuguese- and Spanish-speaking countries of South America, Africa and Asia: i.e. Angola, Argentina, Plurinational State of Bolivia, Brazil, Cabo Verde, Chile, Colombia, Ecuador, Equatorial Guinea, Guinea-Bissau, Mozambique, Paraguay, Peru, Sao Tome and Principe, Timor-Leste, Uruguay and Bolivarian Republic of Venezuela.

1.6. "Participant States" is understood to be the States which have sent the Director of the Centre notification in accordance with the terms of Article 14, paragraph 2, of this Agreement.

#### **ARTICLE 2 – OPERATION**

2.1 The Government hereby agrees to take, in the course of the year after the entry into force of this Agreement, any measures that may be required for the continued operation, as provided for under this Agreement, of the Regional Heritage Management Training Centre "Centro Lucio Costa" in Rio de Janeiro (Brazil) as a category 2 centre under the auspices of UNESCO.

#### **ARTICLE 3 – PURPOSE OF THE AGREEMENT**

3.1 The purpose of this Agreement is to define the terms and conditions governing collaboration between the Government and UNESCO, as well as the rights and obligations stemming therefrom for the Parties.

#### **ARTICLE 4 – LEGAL CAPACITY**

4.1. The Centre shall be independent of UNESCO.

4.2. The Government shall ensure that the Centre enjoys, within its territory, the functional autonomy necessary for the execution of its activities and the legal capacity to contract, institute legal proceedings and acquire and dispose of movable and immovable property.

#### **ARTICLE 5 – CONSTITUTION**

5.1 The Constitutive Act of the Centre must include the provisions describing precisely:

- (a) the legal status granted to the Centre, within the national legal system, as well as the legal capacity necessary to exercise its functions and to receive funds, obtain payments for services rendered and acquire all means necessary for its functioning; and,
- (b) a governing structure allowing UNESCO representation within its governing bodies.

#### **ARTICLE 6 – FUNCTIONS AND OBJECTIVES**

6.1 The functions and objectives of the Centre shall be to:

- (a) Objectives:

- i. contribute to the achievement of the United Nations Sustainable Development Goals (SDG);
- ii. build capacity for World Heritage management in the countries of the Region;
- iii. act as a centre of reference for education, research, training, networking platform and capacity-building through projects, programmes and courses;
- iv. develop a body of knowledge in management and conservation, applied and theoretical research and education in the field of World Heritage;
- v. contribute to methodological development for the management and conservation of World Heritage;
- vi. promote and facilitate a regional network of educational and research institutions, organizations and researchers in order to devise well-informed solutions for the problems facing World Heritage management and conservation;
- vii. encourage entrepreneurship in an academic setting related to the World Heritage; and,
- viii. share technical expertise with UNESCO, particularly with the World Heritage Centre, and to cooperate with other institutions related to the World Heritage conservation and management.

(b) Functions:

- i. create and develop partnership and networks and establish collaborative research programmes to address regional gaps of knowledge in World Heritage management;
- ii. identify, analyse, systematize and disseminate best practices and experiences on the management and conservation of World Heritage;
- iii. contribute to develop monitoring mechanisms and to define indicators for measuring the state of conservation of the World Heritage sites and the effectiveness of management, particularly for complex management situations such as ecosystems and urban landscape inscribed on the World Heritage List or on the Tentative Lists;
- iv. integrate and systematize data on properties in the Region declared as World Heritage, and facilitate their transfer, thereby contributing to raising awareness leading to an increase in the number of sites in the Region on the World Heritage List;
- v. promote better understanding of the World Heritage Convention in the Region, as well as a wide variety of issues relating to World Heritage management and conservation;
- vi. create training tools in the various World Heritage management and conservation fields and at different levels, promoting and organizing training activities and encouraging collaboration with both public and private institutions;
- vii. facilitate technical cooperation and the provision of specialized technical services on questions of World Heritage in the Region; and,
- viii. promote research, the exchange of information, thematic networks and specialized meetings, for the communication and dissemination of the criteria and operational instruments of the World Heritage Convention in the Region.

## ARTICLE 7 – THE GOVERNING BOARD

7.1. The Centre shall be guided and supervised by a Governing Board that will be renewed every two years and shall be composed of:

(a) the President of IPHAN or his/her appointed representative as representative of the Government;

(b) representatives of all Participant States, which have sent the Centre notification for membership;

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

Other participants: (without vote)

(d) the President of Instituto Chico Mendes de Conservação da Biodiversidade, ICMBio, or his/her appointed representative;

(e) one representative from the Ministry of Culture of Brazil;

(f) one representative from the Ministry of Foreign Affairs of Brazil;

(g) one representative from the Brazilian Cooperation Agency; and,

(h) the Director of the Centre in an observatory capacity.

7.2. The Governing Board shall:

(a) approve the long-term and medium-term programmes of the Centre;

(b) approve the annual work plan of the Centre, including the staffing table;

(c) examine the annual reports submitted by the Director of the Centre, including the biennial self-assessment reports of the Centre's contribution to UNESCO's programme objectives;

(d) 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;

(e) adopt the rules and regulations, as well as determine the financial, administrative and personnel management procedures, for the Centre in accordance with the laws of the Federative Republic of Brazil; and,

(f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

7.3. The Governing Board shall meet in ordinary session at regular intervals, at least once every calendar year; it shall meet in extraordinary session if convened by its Chairperson, either on his/her own initiative or at the request of the UNESCO Director-General or of one third of its members.

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



## **ARTICLE 8 – EXECUTIVE COMMITTEE**

8.1. In order to ensure the effective running of the Centre, the Governing Board shall establish an Executive Committee, which shall meet at least twice a year, with the following composition and functions.

8.2. The Executive Committee shall be composed of:

- (a) the President of IPHAN or his/her appointed representative, as the representative of the Government;
- (b) five representatives from the Participant States that are members of the Governing Board; and,
- (c) the Director of the Centre, who shall enjoy the right to speak but not to vote and will perform the duties of the Secretariat.

8.3. The Executive Committee shall:

- (a) adopt its rules of procedure;
- (b) examine the draft annual work plan and budget, including the staffing table, as well as the draft medium-term and long-term programmes of the Centre and submit recommendations thereon to the Governing Board;
- (c) follow up on the implementation of the Centre's activities in accordance with the annual work plan, as well as the medium-term and long-term programmes of the Centre;
- (d) ensure that the necessary activities and actions to implement the annual work plan and budget, as well as the medium-term and long-term programmes, of the Centre are carried out;
- (e) examine candidatures for the post of Director of the Centre and make recommendations thereon to the Governing Body; and,
- (f) designate the members of the Advisory Committee as defined in Article 9.

## **ARTICLE 9 – THE ADVISORY COMMITTEE**

9.1. The Executive Committee shall have an Advisory Committee composed of:

- (a) the Director of the Centre, who shall coordinate it;
- (b) a representative from the Advisory Bodies to the World Heritage Committee (International Centre for the Study of Preservation and Restoration of Cultural Property (ICCROM), International Council on Monuments and Sites (ICOMOS), and International Union for Conservation of Nature (IUCN)); and,
- (c) three academic experts from the Region, designated by the Executive Committee.

9.2. The Advisory Committee shall assist the Executive Committee in the fulfilment of its mandates, as requested.

## **ARTICLE 10 – SECRETARIAT**

10.1. The Centre's Secretariat shall consist of a Director and such staff as is necessary for the proper functioning of the Centre.

10.2. The Director shall be appointed by the Chairperson of the Governing Board upon a recommendation of the Executive Committee and in consultation with the UNESCO Director-General.

10.3. The other members of the Secretariat may include:

- (a) members of UNESCO's staff who are temporarily seconded and made available to the Centre, as provided for by UNESCO's regulations and by the decisions of its governing bodies;
- (b) any person appointed by the Director, in accordance with the procedures laid down by the Governing Board; and,
- (c) government officials made available to the Centre, as provided for by Government regulations.

## **ARTICLE 11 – DUTIES OF THE DIRECTOR OF THE CENTRE**

The Director shall discharge the following duties:

- (a) direct the work of the Centre in conformity with the work plan and budget, as well as with the medium-term and long-term programmes of the Centre established by the Governing Board;
- (b) act as the Secretariat of the Governing Board and propose the draft work plan and budget to be submitted to this Board;
- (c) prepare the provisional agenda for the sessions of the Governing Board and the Executive Committee, and submit to them any proposals that may be deemed useful for administration of the Centre;
- (d) prepare reports on the Centre's activities, to be submitted through the Executive Committee to the Governing Board; and,
- (e) represent the Centre in law and in all civil acts.

## **ARTICLE 12 – CONTRIBUTION OF UNESCO**

12.1. UNESCO may provide assistance, as required, in the form of technical assistance for the programme activities of the Centre, and 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;
- (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; and,

(c) seconding members of its staff temporarily, as may be decided by the UNESCO Director-General on an exceptional basis and if justified by the implementation of a joint activity/project within a strategic programme priority area.

12.2. 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 13 – CONTRIBUTION OF THE GOVERNMENT**

13.1. The Government shall provide all the resources, either financial or in-kind, required for the administration and proper operation of the Centre.

13.2. The Government undertakes to:

- (a) make available facilities for the Centre in the Gustavo Capanema Palace located in Rio de Janeiro (Brazil) for the pursuit of its activities;
- (b) entirely assume all costs for the operation and maintenance of the Centre;
- (c) finance the organizational costs of the Governing Board meetings, as well as those of the activities carried out by the Centre in accordance with its annual work plan and budget; and,
- (d) make available to the Centre the technical and administrative staff necessary for the performance of its functions.

### **ARTICLE 14 – PARTICIPATION**

14.1. The Centre shall encourage the participation 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.

14.2. 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 a notification to this effect. The Director shall inform the Parties to the Agreement and other Participant States of the receipt of such notifications.

### **ARTICLE 15 – 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 any liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

### **ARTICLE 16 – EVALUATION**

16.1. 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 the approved Programme and Budget of UNESCO (C/5), including the two



global priorities of UNESCO, and related sectorial or programme priorities and themes;  
and,

(b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.

16.2. UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of the category 2 centre to UNESCO's strategic programme objectives, to be funded by the Host country or by the Centre.

16.3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.

16.4. Following the results of an evaluation, each of the Parties shall have the option to request a revision of its contents or to denounce the Agreement, as envisaged in Articles 20 and 21.

#### **ARTICLE 17 – USE OF UNESCO'S NAME AND EMBLEM**

17.1. The Centre may mention its affiliation with UNESCO. It may, therefore, use after its title the mention "under the auspices of UNESCO".

17.2. 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 18 – ENTRY INTO FORCE**

This Agreement shall enter into force following its signature by the Contracting Parties, and when they have informed each other in writing that all the formalities required to that effect by the domestic law of the Federative Republic of Brazil 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 19 – DURATION**

This Agreement is concluded for a period of six years as from its entry into force. The Agreement 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 UNESCO Director-General.

#### **ARTICLE 20 – DENUNCIATION**

20.1. Each of the Parties shall be entitled to denounce this Agreement unilaterally.

20.2. The denunciation shall take effect within thirty days following receipt of the notification sent by one of the Parties to the other.

#### **ARTICLE 21 – REVISION**

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

**ARTICLE 22 – SETTLEMENT OF DISPUTES**

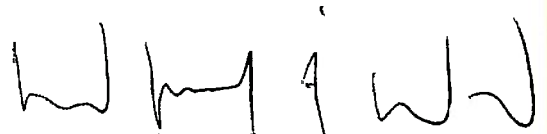
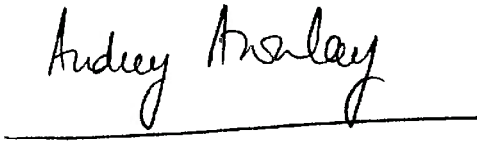
Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement shall be settled in accordance with the Agreement on Educational, Scientific and Cultural Matters between the United Nations Educational, Scientific and Cultural Organization and the Government of the Federative Republic of Brazil, signed in Paris on 1 January 1981.

IN WITNESS WHEREOF, the undersigned hereby sign this Agreement.

Done in two originals, each in the Portuguese and English languages, all texts being equally authentic. In case of dispute, the English text shall prevail.

For the United Nations Educational,  
Scientific and Cultural Organization

For the Government



Audrey Azoulay  
Director-General

Sérgio Sá Leitão  
Minister of Culture

Date: 13 JUN 2016

Date: 13 JUN 2016