



UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION

CONVENTION CONCERNING THE PROTECTION OF THE
WORLD CULTURAL AND NATURAL HERITAGE

World Heritage Committee
Second session

Washington, D.C. (USA), 5 to 8 September 1978

Item 4 of the Provisional Agenda : Consideration of a draft text
of a standard agreement between the World Heritage Committee and
States Parties receiving technical co-operation

The Bureau examined at its first session, a draft standard agreement prepared by the Secretariat and decided to transmit it to the Committee with a favourable recommendation. The draft text in question is attached to this document.

Draft standard agreement for technical co-operation between the Intergovernmental Committee for the Protection of the World Cultural and Natural Heritage and a State Party to the Convention concerning the Protection of the World Cultural and Natural Heritage

Agreement
between

The Intergovernmental Committee for the Protection of the World Cultural and Natural Heritage (Hereinafter called "the World Heritage Committee") of the first part

and

The Government of _____
(hereinafter called "the Government") of the other part

WHEREAS the World Heritage Committee established within the United Nations Educational, Scientific and Cultural Organization (hereinafter called "Unesco") under the Convention concerning the Protection of the World Cultural and Natural Heritage (hereinafter referred to as "the Convention") is authorized by the terms of the Convention to provide international assistance to the States Parties thereto for the purpose of protecting the cultural and natural heritage of outstanding universal value,

WHEREAS the Government has requested technical co-operation from the World Heritage Committee for _____

(hereinafter referred to as "the Project"),

NOW THEREFORE the World Heritage Committee and the Government agree as follows :

Article 1 - Scope and nature of the technical co-operation between the World Heritage Committee and the Government

1. During the period of its assistance from _____ to _____ and, with reference to an estimated budget of _____ the World Heritage Committee undertakes to provide the Government with :

- services of specialists, technicians and skilled labour ;
- fellowships ;
- equipment ;
- loans and non-repayable subsidies which shall be subject to separate financial arrangements.

[space to be left for more details, if necessary]

In accordance with the provisions of the Convention, the Secretariat of Unesco shall have responsibility for the implementation of the decisions of the World Heritage Committee.

2. The remuneration of specialists and other personnel mentioned in paragraph 1 above, their transportation and subsistence and the necessary insurance premiums as well as, in the case of experts, any other expenses payable in accordance with Unesco's Staff Regulations and Rules, shall be paid from the World Heritage Fund.

3. Specialists and other personnel mentioned in paragraph 1 above shall act in close consultation with the Government. They shall not be required to perform any functions incompatible with their international status or the purposes for which their services are provided.

4. The fellowships mentioned in paragraph 1 above shall be financed from the World Heritage Fund which shall also meet the cost of travel and living expenses abroad of each fellow.

5. The equipment mentioned in paragraph 1 above shall be financed from the World Heritage Fund which shall also meet the cost of transportation from the point of origin to the point of entry and of insurance from the point of origin to the project site.

6. The assistance referred to above shall be provided in accordance with Unesco's regulations, rules and procedures and subject to such reasonable limits as may be imposed by the difficulties of recruiting specialists, placing fellows and procuring equipment and by other factors over which the World Heritage Committee or Unesco have no control.

Article 2 - Obligations of the Government

1. The Project shall be executed under the supervision of the Government which shall designate an official as responsible for the Project at the national level.

2. The Government shall provide the personnel, premises and physical facilities necessary for the implementation of the Project and which are not provided by the World Heritage Committee under the terms of this Agreement.

3. The Government shall display, as appropriate, suitable signs at the Project site identifying it as one assisted under the terms of the Convention.

4. Any loans and non-repayable subsidies granted by the World Heritage Committee under this Agreement shall be deposited in a special account opened for that purpose and administered by the official designated as responsible for the Project at the national level. Such funds shall only be used for the implementation of the Project. Unesco shall have access to the financial statements and documents that relate to the use of the funds. Furthermore, on termination of the Project, the Government shall furnish the World Heritage Committee and/or Unesco with a certified financial statement showing the cost of the Project and the expenditure of the funds provided by the World Heritage Committee

for the implementation of the Project. Any funds not used for Project purposes shall be returned to the World Heritage Committee through Unesco.

5. Where assistance is granted in the form of fellowships, the cost of passports, visas, insurance, medical examination and the salary, if applicable, of the fellow for the duration of the fellowship shall be paid by the Government which shall also guarantee the employment of the fellow upon his return in the field for which he has been trained under the fellowship.

6. All equipment provided in accordance with this Agreement shall be primarily devoted to the execution of the Project. Title thereto shall be considered to have been transferred to the Government when such equipment has been delivered to the project site. The Government shall take all the necessary measures to arrange for and bear the cost of importation of such equipment, its customs clearance, reception, transportation, handling and storage from the point of entry to the project site, and, after delivery to the project site, its safe custody, maintenance and insurance.

7. The Government shall continue to protect, conserve and present the property in respect of which technical cooperation has been provided for under this Agreement.

8. The Government shall furnish the World Heritage Committee and/or Unesco with such relevant accounts, records, statements and other information as the latter may request concerning the execution of the Project.

Article 3 - Facilities, Privileges and Immunities

1. The Government shall apply to the World Heritage Committee and/or Unesco, their property, funds, assets and their officials agents and experts and the provisions of the Convention of the Privileges and Immunities of the Specialized Agencies, and Annex IV thereof, it being understood in particular that no restrictions shall be imposed on the right of entry into, sojourn in, and departure from.....territory of the officials, agents, experts and other persons performing services on behalf of the World Heritage Committee and/or Unesco in connexion with this project, without distinction of nationality.

2. The Government shall not impose any taxes, fees or levies upon the equipment or materials or for the supplies and services necessary for the execution of the project.

3. Neither the Government nor its instrumentalities shall impose any commercial bank charges on the transfer of funds by, or to the account of, the World Heritage Committee and/or Unesco.

4. The Government shall take any measures which may be necessary to exempt the World Heritage Committee and/or Unesco and their personnel, agents and other persons performing services on their behalf from regulations or other legal provisions which may interfere with the assistance under this Agreement and shall grant them such facilities as may be necessary for the speedy and efficient execution of the project. It shall, in particular, grant them the following rights and facilities :

- a. the prompt issuance without costs of necessary visas, licences or permits ;
- b. access to the sites of work and all necessary rights of way ;
- c. free movements, whether within or to and from the country, to the extent necessary for proper execution of the project ;
- d. the most favourable legal rate of exchange ;
- e. any permits necessary for the importation of equipment, materials and supplies in connexion with this Agreement and for their subsequent exportation ;
- f. any permits necessary for the importation of property belonging to, and intended for the personal use or consumption of, officials and agents of the World Heritage Committee and/ or Unesco or other persons performing services on their behalf, and for the subsequent exportation of such property.

5. The Government shall be responsible for dealing with any claims which may be brought by third parties against the World Heritage Committee and/or Unesco, their property and their personnel, agents, experts or other persons performing services on behalf of the World Heritage Committee and/or Unesco and shall hold harmless the World Heritage Committee and/or Unesco, their property, personnel, agents experts and such persons in case of any claims or liabilities resulting from activities under this Agreement, except where it is agreed by Unesco and the Government that such claims or liabilities arise from the gross negligence or wilful misconduct of such personnel, agents, experts or persons.

Article 4 - General Provisions

- 1. This Agreement shall enter into force upon signature, and may be modified by written agreement between the World Heritage Committee and the Government.
- 2. This Agreement may be terminated by the World Heritage Committee or by the Government upon written notice to the other and shall terminate sixty days after receipt of such notice.
- 3. The obligations assumed by the World Heritage Committee and the Government under this Agreement shall survive the termination of this Agreement to the extent necessary to permit the orderly withdrawal of personnel and funds and the settlement of accounts between the parties hereto.

Signed on behalf of the
World Heritage Committee

Signed on behalf of the
Government of _____

Name :

Name :

Title :

Title :

Date :

Date :