

AGREEMENT

BETWEEN

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL  
ORGANIZATION

AND

THE GOVERNMENT OF MEXICO

REFERRING TO THE ESTABLISHMENT OF A REGIONAL WORLD HERITAGE  
INSTITUTE IN ZACATECAS (MEXICO)  
UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

The United Nations Educational, Scientific and Cultural Organization and the  
Government of Mexico,

*Having regard* to the resolution whereby the UNESCO General Conference seeks to  
favour international cooperation in respect of the Regional World Heritage  
Institute in Zacatecas (Mexico),

*Considering* that the Director-General has been authorized by the General Conference  
to conclude with the Government of Mexico an agreement in conformity with the draft  
that was submitted to the General Conference,

*Desirous* of defining the terms and conditions governing the framework for cooperation  
with UNESCO that shall be granted to the Regional World Heritage Institute in  
Zacatecas (Mexico),

Have agreed as follows:

ARTICLE 1 – INTERPRETATION

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



2. The "Centre" is understood to be the Regional World Heritage Institute in Zacatecas (Mexico).
3. "Federal Government" is understood to be the Government of Mexico.
4. "State Government" is understood to be the Government of the State of Zacatecas (Mexico).
5. "INAH" is understood to be the National Institute of Anthropology and History, an autonomous institution of the Federal Government of Mexico.
6. The "Region" is understood to be Central America and the Caribbean, including the territory of Mexico.
7. "Participant States" are understood to be 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 – ESTABLISHMENT**

The Federal Government hereby agrees to take in the course of the year 2009 any measures that may be required for the setting up at Zacatecas (Mexico) of the Regional World Heritage Institute in Zacatecas, a centre under the auspices of UNESCO in accordance with the terms of this Agreement, hereinafter referred to as "the Centre".

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

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

#### **ARTICLE 4 – LEGAL STATUS**

- 4.1 The Centre shall be independent of UNESCO.
- 4.2 The Government of Mexico shall ensure that the Centre enjoys on its territory the functional autonomy necessary for the execution of its activities and the legal capacity:
  - to contract,

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

#### ARTICLE 5 – CONSTITUTIVE ACT

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, the legal capacity necessary to exercise its functions and to receive fund, obtain payments for services rendered, and acquire all necessary means for its functioning;
- (b) a governing structure for the Centre allowing UNESCO representation within its governing body.

#### ARTICLE 6 – FUNCTIONS AND OBJECTIVES

1. The functions and objectives of the Centre shall be to:

a) *Main objectives:*

- Contribute to reinforce capacity building for the implementation of the World Heritage Convention in the Region;
- Contribute to reinforce international cooperation, especially among the Member States of the Region;
- Contribute to sustainable development through the adequate management of cultural and natural heritage;
- Encourage research on cultural and natural heritage, especially for properties inscribed on the World Heritage List;
- Contribute to the creation and dissemination of information through the creation of a documentation centre concerning the properties in the region inscribed on the World Heritage List



- Share specialised technical knowledge with UNESCO, especially with the World Heritage Centre, and cooperate with the Secretariats of other UNESCO cultural conventions in the field of heritage.

*b) Functions*

The working lines mentioned below include the main research and themes to be developed by the Centre.

Operational aspects of the implementation of the World Heritage Convention

- Key Concepts of the World Heritage Convention
- Elaboration of tentative lists and nomination dossiers for possible inscription on the World Heritage List, with a particular emphasis on serial and transboundary nominations
- Elaboration of comparative analyses
- Elaboration of reports on the state of conservation of World Heritage properties
- Periodic reports on the implementation of the World Heritage Convention in States of the Region that are States Parties to the World Heritage Convention
- Research on heritage typologies that are significant for the region and are underrepresented on the World Heritage List, i.e. properties related to the modern movement in architecture and urbanism.

Management of World Heritage properties and other cultural and natural heritage sites

- Strategies and instruments, with a focus on typologies of heritage significant for the region: archaeological sites, historic towns, prehistoric sites, natural sites, cultural landscapes and routes.
- Management systems: regional approach, participation of all stakeholders and involvement of local communities.

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- Integration of intangible values associated to World Heritage, consideration of social and cultural aspects.
- New approaches and instruments for management of urban sites, adaptation of the concept of historic urban landscapes.
- Identification of threats and risk factors in World Heritage properties and other cultural and natural heritage sites, including the development pressures and the constraints resulting from underdevelopment.
- Tourism management in heritage sites, especially those inscribed on the World Heritage List.

#### Permanent workshop

- As a transversal activity related to the research lines mentioned above, a permanent workshop on the cultural routes of the Region is proposed. The workshop would serve as the framework for research, exchange of experts and scholars, training modules, documentation and dissemination of best practices on the identification, preservation and enhancement of cultural routes as a unifier between communities and as a means to reinforce cultural identity. Such a permanent workshop would be built up on the experience gained through the study of the cultural routes of the Region (such as the one of the Huichol people), which could constitute cases of high interest in relation to the purposes of the Centre, given that they bring together ongoing interrelated cultural heritage concepts (such as the relationships between nature and culture, tangible and intangible components, respect for cultural diversity, sustainable development, and the participation of communities in the management mechanisms and procedures).





## ARTICLE 7 – GOVERNING BOARD

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

(a) Government representatives:

- the President of INAH or his/her appointed representative
- The President of the National Council for Culture and Arts (CONACULTA) or his/her appointed representative
- one representative of the Federal Secretariat of Foreign Affairs of Mexico
- one representative of the Federal Secretariat of Public Education of Mexico
- one representative of the Federal Secretariat of Environment and Natural Resources ("SEMARNAT") of Mexico
- the Governor of the State of Zacatecas, who shall chair the Governing Board
- one representative of the State Government of Zacatecas.

(b) up to nine representatives of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 14, paragraph 2 of this Agreement

(c) one representative of the Director-General of UNESCO

(d) one representative of each the advisory bodies to the World Heritage Committee (ICCROM, ICOMOS, IUCN), as observers with no right to vote.

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 staff table;



- (c) examine the annual reports submitted by the Director of the Centre, including a biennial self-assessment of the Centre's contribution to UNESCO's programmes objectives;
- (d) adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of Mexico;
- (e) designate representatives of the participating Member States as members of the Executive Committee as defined in Article 8.2, and designate the Director of the Centre;
- (f) convene special consultative sessions to which it may invite, in addition to its own members, representatives of other countries and organizations of the Region, as well as representatives of other category 2 Centres under the auspices of UNESCO related to World Heritage, in order to strengthen its capacities to draw up proposal to broaden the scope of the services provided by the Centre, and to carry out its projects and activities.
- (b) decide on the participation of regional intergovernmental organizations and international organization in the work of the Centre.

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

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

#### ARTICLE 8 – EXECUTIVE COMMITTEE

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



2. The Executive Committee shall be composed of the Chairperson of the Governing Board, one to three representatives of the participating Member States that are members of the Governing Board (to be determined by the Governing Board), and of the representative of the Director-General of UNESCO. The Director of the Centre shall participate in the Committee without the right to vote.

#### ARTICLE 9 – ADVISORY COMMITTEE

1. The Advisory Committee shall provide technical advice for planning, execution, review and monitoring of the programme of the centre.

2. The Advisory Committee shall be established by the governing board which shall determine its composition from among scientific, technical and legal experts recommended by the competent government authorities of Mexico, member states of the region, by the unesco secretariat and by the Advisory Bodies to the world heritage committee so designated under the World Heritage Convention (IUCN, ICOMOS and ICCROM).

3. The governing board shall appoint the chairperson of the Advisory Committee.

5. The director of the centre shall participate in the Advisory Committee as an ex-officio member without the right to vote.

#### ARTICLE 10 – STAFF

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

2. The Director shall be appointed by the Governing Board.

3. The other members of the Staff may comprise:

(a) members of UNESCO's staff who may be temporarily seconded and made available to the Centre, in accordance with UNESCO's relevant regulations and rules 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;

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- (c) officials who are made available to the Centre, by the Member States of the Region.

#### ARTICLE 11 – DUTIES OF THE DIRECTOR

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 the medium-term and long-term programmes of the Centre established by the Governing Board;
- (b) propose the draft work plan and budget to be submitted to the Governing Board;
- (c) prepare the provisional agenda for the sessions of the Governing Board and the Executive Committee and submit to them any proposals that he or she may deem 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;
- (e) represent the Centre in law and in all civil acts.

#### ARTICLE 12 – CONTRIBUTION OF UNESCO

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of the Centre, 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) facilitating the exchange of researchers and professionals from the Region for training activities;
- (c) seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity/project within a strategic programme priority area;
- (d) facilitating collaboration with institutions in the United Nations system and other relevant category 2 centres under the auspices of UNESCO;

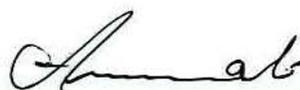


- (g) assisting in the design and application of training tools for the Centre;
- (j) collaborating in organizing courses, workshops, exhibitions, conferences, symposia and seminars in the Region;
- (k) disseminating the results of this collaboration.

3. In all the cases listed above, such assistance shall be 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 BY THE GOVERNMENT**

1. The Federal Government ensures that all the resources, either financial or in kind, needed for the administration and proper operation of the Centre will be provided.
2. The Federal Government and the State Government undertake to:
  - (a) make available facilities for the Centre in the Casa del Conquistador building located in the historic centre of Zacatecas, Mexico, for the pursuit of its activities;
  - (b) entirely assume all costs for the maintenance of the Centre;
  - (c) contribute to the Centre the organizational costs of the Governing Board, Executive Committee and Advisory Committee meetings as well as of the activities carried out by the Centre in accordance with its annual work plan and budget;
  - (d) make available to the Centre the technical and administrative staff necessary for the performance of its functions, which shall initially comprise a scientific supervisor, a technical coordinator, an operational coordinator, a general assistant and two administrative assistants. Other staff could be seconded by the Government of Zacatecas, INAH or other institutions:



#### ARTICLE 14 – PARTICIPATION

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.
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 notification to this effect. The Director of the Centre shall inform the parties to the agreement and other Member 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 not be subject to any legal process, and/or bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

#### ARTICLE 16 – EVALUATION

1. UNESCO may, at any time, carry out an evaluation of the Centre's activities, in order to ascertain:
  - (a) whether the Centre makes a significant contribution to the strategic goals of UNESCO;
  - (b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. UNESCO hereby undertakes to submit to the Federal Government, at the earliest possible opportunity, a report on any evaluation conducted.
3. Following the results of an evaluation, each of the contracting parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 20 and 21.

#### ARTICLE 17 – USE OF UNESCO'S NAME AND LOGO

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



2. The Centre is authorized to use the UNESCO logo or a version thereof on its letterheaded 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 once they have informed each other reciprocally and in writing that all formalities required to that effect by the domestic law of Mexico and by UNESCO's internal regulations have been completed. The date of reception of the last notification shall be deemed to be the effective 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, and may be tacitly renewed.

#### **ARTICLE 20 – DENUNCIATION**

1. Each of the contracting parties shall be entitled to denounce this Agreement unilaterally.
2. Such denunciation shall take effect within thirty days following receipt of the notification sent by one of the contracting parties.

#### **ARTICLE 21 – REVISION**

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

#### **ARTICLE 22 – SETTLEMENT OF DISPUTES**

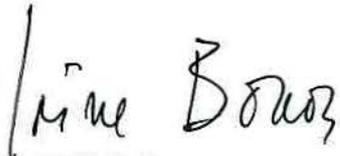
1. Any dispute between UNESCO and the Federal Government concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed to by the parties, shall be submitted for final decision to an arbitration tribunal composed of three members, one of whom shall be appointed by the Federal Government and representing it, another by the Director-General of UNESCO, and a third, who shall preside over the tribunal, shall be chosen by the first two. 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 hereby sign this Agreement.

DONE in two copies in English and Spanish, on 12 April 2010.



Irina BOKOVA

Director-General

For the United Nations Educational  
Scientific and Cultural Organization



Amalia GARCIA MEDINA

Governor of the State of Zacatecas



Mario CHACON

Secretary-General of the Mexican  
National Commission for Cooperation  
with UNESCO (CONALMEX)



Cecilia VILLANUEVA

Deputy Permanent Delegate and  
Chargé d'Affaires a.i.

On behalf of the Government of  
Mexico