

AGREEMENT

BETWEEN

THE UNITED NATIONS EDUCATIONAL,  
SCIENTIFIC AND CULTURAL ORGANIZATION  
(UNESCO)

AND

THE GOVERNMENT OF SOUTH AFRICA

REFERRING TO THE CREATION AND OPERATION OF THE AFRICAN WORLD  
HERITAGE FUND UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

UNESCO Headquarters  
27 January 2010

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The United Nations Educational, Scientific and Cultural Organization (UNESCO) and the  
Government of the Republic of South Africa,

Having regard to the resolution whereby the UNESCO General Conference seeks to  
favour international cooperation in respect of the establishment of the **African World  
Heritage Fund** as a category 2 Centre,

Mindful that the "Proposed integrated comprehensive strategy for category 2 institutes  
and centres under the auspices of UNESCO" (181 EX/66 Add. Rev.) approved by the  
Executive Board of UNESCO at its 181st session (181 EX/Decision 16), pursuant to 34  
C/Resolution 90 adopted principles and guidelines for the establishment and operation  
of category 2 institutes and centres under the auspices of UNESCO,

With a view to defining the terms and conditions governing the establishment and the  
operation of the aforementioned centre under the auspices of UNESCO (category 2),

HAVE AGREED AS FOLLOWS:

*Article I – Interpretation*

In this Agreement:

"UNESCO" refers to the United Nations Educational, Scientific and Cultural  
Organization;

"Government" means the Government of the Republic of South Africa;

"Centre" means the African World Heritage Fund (AWHF);

"Region" means the "Africa Region" as defined by UNESCO with reference to the  
execution of regional activities of the Organization;

"World Heritage Convention" refers to the Convention concerning the Protection of the World Cultural and Natural Heritage adopted by the UNESCO General Conference at its 17th session on 16 November 1972.

"African State Party to the World Heritage Convention" means an African State which has ratified, accepted or acceded the World Heritage Convention.

#### *Article II – Establishment*

The Government agrees to take, in the course of the years 2009 and 2010, any measures that may be required for the transformation of the African World Heritage Fund into a centre under the auspices of UNESCO in accordance with the terms of this Agreement.

#### *Article III – Participation*

1. The Centre shall be an autonomous, independent legal entity at the service 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 IV – Purpose of the Agreement*

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

#### *Article V – Juridical personality*

The Centre shall enjoy on the territory of the Republic of South Africa the personality and legal capacity necessary for the exercise of its functions, in particular the capacity:

- to contract,
- to institute legal proceedings,
- to acquire and dispose of movable and immovable property, and;
- to acquire as necessary, the means to fulfil its mandate.

#### *Article VI – Constitution*

The Constitution of the Centre must include the following provisions:

- (a) a legal status granting to the Centre, under South African legislation, the autonomous legal capacity necessary to exercise its functions as described above (Article V);
- (b) a governing structure for the Centre allowing UNESCO representation within its governing bodies.

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*Article VII – Mission/objectives/functions*

1. The Centre's mission is to strengthen implementation of the 1972 World Heritage Convention in African State Parties, by strengthening application of the decisions and recommendations of the World Heritage Committee for the benefit of World Heritage sites in the African region.

2. To this end, the main objective of the Centre shall be: to assist African State Parties to: prepare and update their National Inventories; prepare and update their Tentative Lists; prepare and update their Nomination Dossiers; compile integrated management plans for the proper management and conservation of World Heritage Sites located in the territory of the relevant African State Party; and ensure that African State Parties comply with their obligations under the 1972 World Heritage Convention.

In support of these objectives, the main functions of the Centre shall be to assist African State Parties to:

- undertake an inventory of cultural and natural heritage of Africa and develop broader understanding of African heritage in all its facets (tangible and intangible) by 2015;
- increase and strengthen human resources capability and the capacity of training institutions for the protection, conservation and management of cultural and natural heritage by 2015;
- strengthen legal, policy and institutional frameworks for effective and efficient heritage conservation in general, and in particular the implementation of World Heritage Convention on the continent;
- ensure that cultural and natural heritage contribute to sustainable development and poverty eradication;
- improve the nomination and management of cultural and natural heritage sites;
- strengthen heritage protection, conservation and management in conflict, post-conflict and natural disaster situations.

To achieve the above, the Centre shall:

- provide both technical and financial assistance to African State Parties as defined in Article I to improve their capacity to implement the World Heritage Convention including understanding of World Heritage policy, concepts, rules of procedure, preparation of tentative lists, preparation of nominations, and monitoring of state of conservation. These will be done in collaboration with strategic partners as defined in paragraphs 26 to 28 of the feasibility study;
- provide financial support for regional activities in support of the World Heritage Convention. These will include regional meetings, seminars, and training workshops.

4. The Centre shall pursue the above objectives and perform the above functions in close coordination with existing UNESCO regional centres, initiatives and programmes concerned with the implementation of the 1972 World Heritage Convention in the African region.



*Article VIII – Board of Trustees*

1. The Centre shall be governed by the Board of Trustees renewed every two years and composed of:

Members with right to vote are:

- (a) The five members representing the five regions in Africa:
    - Southern Africa;
    - Eastern Africa;
    - Central Africa;
    - Western Africa;
    - Northern Africa.
  - (b) In addition, the Board shall be open to three non-regional representatives chosen in their personal capacity based on their competencies in law, finances – mainly fund-raising, project management and industrial expertise.
  - (c) A representative of the Director-General of UNESCO.
  - (d) A representative of the African Union.
  - (e) The *ex-officio* representative appointed by the Government of South Africa, in order to ensure smooth communication with the host country.
2. Observers with no right to vote have been reserved for:
- a representative of each the Advisory Bodies to the World Heritage Committee (ICCROM, ICOMOS, IUCN);
  - the Nordic World Heritage Foundation (NWHF);
  - the Development Bank of Southern Africa (DBSA);
  - the African Development Bank (ADB).
3. The composition of the Board may be modified in accordance with the procedures for revision defined in Article XXIII of this Agreement.
4. The Board shall:
- (a) approve the constitution of the Centre;
  - (b) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre;
  - (c) upon recommendations of the Africa group at UNESCO, the Board shall determine the five regional representatives foreseen in Article VIII.1(a) and the three non-regional representatives members foreseen in Article VIII.1(b);
  - (d) approve the long-term and medium-term programmes of the Centre;



- (e) approve the annual work plan and budget of the Centre including staffing provisions, infrastructure requirements and operating costs;
- (f) examine the annual reports submitted by the Director of the Centre;
- (g) issue the rules and regulations and determine the financial, administrative and personnel management procedures of the Centre;
- (h) convene special consultative sessions to which it shall invite, in addition to its own members, representatives of other interested countries and international organizations in order to expand the Centre's fund-raising strategy and strengthen its capacities to draw up proposals to broaden the scope of the services provided by the Centre, and to carry out its projects and activities.

5. The Board of Trustees shall meet in ordinary session at regular intervals, at least twice every calendar year. It may be convened in extraordinary session if summoned by the Chairperson, either at his/her own initiative or at the request of the Director-General of UNESCO, or at the request of a majority of its members.

6. The Board of Trustees shall adopt its own rules and procedures. For its first meeting, the applicable procedures shall be established by the Government and UNESCO.

#### *Article IX – Board Committees*

1. The Board of Trustees shall establish Committees, for various aspects, from among its members, to ensure support in the management of the Centre, between sessions of the Board.
2. The Director of the Centre shall participate in the Committees as an ex-officio member without the right to vote.

#### *Article X – Advisory Committee*

1. An Advisory Technical Committee shall be set up to provide technical advice for planning, execution, review and monitoring of the programme of the Centre.
2. The Advisory Technical Committee shall be established by the Board of Trustees which shall determine its composition from among scientific, technical and legal experts recommended by the competent government authorities of the African State Parties as defined in Article I, 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 Board shall appoint one of its members as the Chairperson of the Advisory Technical Committee.
5. The Director of the Centre shall participate in the Advisory Technical Committee as an ex-officio member without the right to vote.



*Article XI – Secretariat*

1. The Centre's Secretariat shall consist of a Director and any other staff required for the effective operations of the Centre.
2. The Director shall be appointed by the Board of Trustees.
3. The other members of the Secretariat may include:
  - (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 of the Centre, in accordance with the procedures laid down by the Board;
  - (c) officials who are made available to the Centre by African States Parties.

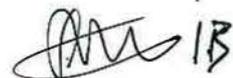
*Article XII – Duties of the Director of the Centre*

The Director of the Centre shall discharge the following duties:

- (a) direct the work of the Centre in conformity with the programmes and directives established by the Board;
- (b) propose the draft work plan and budget to be submitted to the Board for approval;
- (c) prepare the provisional agenda for the sessions of the Board, the Board Committees and the Advisory Committee and submit to them any proposals that he/she may deem useful for the administration of the Centre;
- (d) prepare reports on the Centre's activities to be submitted to the Board and UNESCO;
- (e) represent the Centre in law and in all civil acts;
- (f) make decisions on technical, financial and/or administrative tools and systems to be used, and logos and standard formats to be utilized;
- (g) present and disseminate information related to the Centre;
- (h) communicate with any partner relevant to the Centre;
- (i) prepare internal regulations for the Centre for approval by the Board.

*Article XIII – Financial arrangements*

1. The Centre's resources shall be allotted by the Board of Trustees from such contributions as it may receive from State Parties to the World Heritage Convention, from intergovernmental organizations or international non-governmental organizations and from the Endowment Fund that has been set up with a view that the Centre will use the interests from the investment of such Endowment for its operation.
2. The Centre may receive gifts and legacies with the approval of the Board.

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3. The Centre may receive for purposes of project and activity implementation funds allocated by other bodies which reinforce and support the Centre's objectives. Receipt of such funds shall be the subject of agreements for use, management and financial reporting on expenditure among the parties concerned.

4. The Centre may maintain accounts in any currency, hold funds and foreign exchange of any kind and transfer them freely.

#### *Article XIV – Contribution of UNESCO*

1. UNESCO is prepared to provide assistance in the form of technical contributions and advisory services aimed at the rapid setting up of the Centre and its long-term effective and efficient operations, in line with the strategic goals and objectives of UNESCO.

2. UNESCO shall agree to:

- provide the assistance of its experts in the specialized fields of the Centre;
- second temporarily its staff. Such secondment may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity/project within a priority area as approved by UNESCO's governing bodies;
- collaborate with the Centre in various programmes which it implements and in which the participation of the latter seems appropriately complementary and necessary, in accordance with its relevant rules and regulations.

3. In all the cases listed above, such contributions shall not be provided unless they have been specifically foreseen and approved in UNESCO's Programme and Budget.

#### *Article XV – Contribution of the Government of South Africa*

1. The Government of South Africa, on behalf of the African States Parties, agrees to provide the necessary resources needed for the administration and proper functioning of the Centre. In particular it shall:

- make available to the Centre appropriate office space, equipment and facilities;
- provide support in mobilizing resources to ensure that the Endowment Fund is set up;
- make available to the Centre when necessary the administrative staff required for the effective performance of its functions;
- contribute to programme activities such as information dissemination and sharing, capacity-building activities, research programmes, publications and logistical support.

2. The South African Government and the African States Parties shall also actively seek financial support for the Centre to implement projects not financed by its annual budget through partnerships and funding and/or arrangements with other international, regional and national organizations in organizing its activities.

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*Article XVI – Privileges and immunities*

1. The Government shall authorize the entry, free of visa charges, the sojourn on its territory and the exit of any person invited by the Centre to attend the sessions of the Board, the Board Committees, and the Advisory Technical Committee and for any other official purpose.

2. The goods, assets and income of the Centre shall be exempt from all direct taxes.

Furthermore, the Centre shall be exempted from the payment of any fees or taxes with respect to equipment, supplies and material imported or exported for its official use.

*Article XVII – Responsibility*

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for it and shall bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

*Article XVIII – Evaluation*

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to check:

- whether the Centre makes an important contribution to the strategic goals of UNESCO;
- whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.

2. UNESCO shall agree to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.

3. UNESCO shall reserve the option to denounce this Agreement or to request a revision of its contents, following the results of an evaluation.

*Article XIX – Use of UNESCO name and logo*

1. The Centre may mention its affiliation with UNESCO, inserting after its title, the mention of "under the auspices of UNESCO".

2. The Centre is authorized to use the UNESCO logo or a version thereof on its letter-headed paper and documents in accordance with the conditions established by UNESCO.

*Article XX – Entry into force*

This Agreement shall enter into force following its signature by the contracting parties, when they have informed each other in writing of the formalities required to that effect by South African law and by UNESCO internal regulations. The date of receipt of the last notification shall be deemed to be the date of entry into force of this Agreement.

A handwritten signature in black ink, appearing to be 'A. W. B.', located in the bottom right corner of the page.

*Article XXI – Duration*

This Agreement is valid for a period of six years as from its entry into force and may be renewed by tacit agreement of the two parties.

*Article XXII – Denunciation*

1. Each of the contracting parties shall be entitled to denounce the Agreement unilaterally.
2. The denunciation shall take effect within six months following receipt of the notification sent by one of the contracting parties to the other.

*Article XXIII – Revision*

The present Agreement may be revised with the mutual consent of the Government and UNESCO.

*Article XXIV – Settlement of disputes*

1. Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement, if it is 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 a representative of the Government, another by the Director-General of UNESCO, and the third, who shall preside over the tribunal, 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.

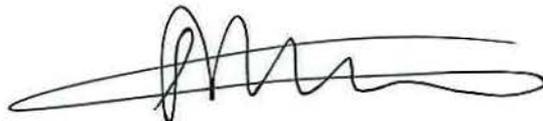
IN WITNESS WHEREOF, the undersigned have signed this Agreement.

DONE in 2 copies in the English language, on 27 January 2010.



Irina BOKOVA  
Director-General

For the United Nations Educational,  
Scientific and Cultural Organization



Lulu XINGWANA  
Minister of Arts and Culture

For the Government of South Africa