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ORGANISATION DES NATIONS UNIES  
POUR L'EDUCATION, LA SCIENCE ET LA CULTURE

CONVENTION CONCERNANT LA PROTECTION  
DU PATRIMOINE MONDIAL, CULTUREL ET NATUREL

COMITE DU PATRIMOINE MONDIAL  
Vingtième session

Mérida, Yucatán, Mexique  
2-7 décembre 1996

Point 10 de l'ordre du jour provisoire : Coopération entre les  
organismes consultatifs et le Centre du patrimoine mondial.

RESUME

Actions demandées au Comité :

1. Etudier et examiner le présent document et les annexes jointes :

Annexe A Mémoire d'accord entre le Centre du patrimoine mondial et  
l'UICN ; signé le 17 octobre 1996 ;

Annexe B Compte rendu et résumé de la réunion du 27 septembre 1996  
entre le Centre et les organismes consultatifs ; et

Annexe C Projets de contrats d'honoraires entre le Centre et les  
organismes consultatifs respectifs.

2. Prendre note des mémoires d'accord et approuver les projets de  
contrats d'honoraires respectifs, conformément à la demande de la  
vingtième session du Bureau, bien que l'"approbation" donnée par le  
Comité puisse par la suite être finalement modifiée par l'UNESCO/BOC.

19 DEC. 1996

## INTRODUCTION

1. Au cours des discussions entre le Centre du patrimoine mondial et les organismes consultatifs au début de 1996, il a été reconnu de part et d'autre qu'en raison de nombreux facteurs, (y compris le volume croissant et la complexité du travail, ainsi que l'évolution des diverses exigences de travail), il fallait parvenir à une collaboration rentable et la faciliter sans perte de cohérence ni de complémentarité. De plus, il a été convenu qu'il était absolument nécessaire de clarifier et de définir plus précisément les rôles respectifs, les responsabilités, la répartition du travail et les obligations contractuelles au sein des relations, de manière à d'assurer une collaboration efficace et opportune. La situation a été portée à la connaissance de la vingtième session du Bureau dans le document d'information WHC-96/CONF.202/INF.5.

2. Après examen du document d'information du Bureau WHC-96/CONF.202/INF.5, et en particulier des points 4 et 5 préparés par les organismes consultatifs, et après examen des questions soulevées au cours du débat qui a suivi concernant la collaboration entre les organismes consultatifs et le Centre du patrimoine mondial, le Bureau a fait part de ses préoccupations quant à la répartition du travail en collaboration et à l'optimisation de l'utilisation des services de l'ICCROM, de l'ICOMOS et de l'UICN dans les domaines de leurs compétences et de leurs possibilités respectives. Dans le texte préparé par la Délégation de l'Australie et adopté par la vingtième session du Bureau, il a été proposé de préparer des mémorandums d'accord pour encourager une collaboration efficace et parvenir à la complémentarité et la cohérence entre le Centre et les organismes consultatifs. Le Bureau a également exprimé le souhait d'approuver un rapport synoptique sur les relations budgétaires et un/des projet(s) de contrat(s) entre le Centre et les organismes consultatifs (WHC-96/CONF.202/10[VII.18.(e)]) et [XI.2].

## MEMORANDUMS D'ACCORD

3. L'objectif et le champ d'application d'un mémorandum d'accord sont de parvenir à la complémentarité et à la cohérence du travail entre le Centre et les organismes consultatifs dans la mise en oeuvre de la Convention du patrimoine mondial. Le cadre de ce travail est fourni par les articles concernés de la Convention et les clauses des Orientations. Alors que le

mémorandum d'accord traite du travail lié à la mise en oeuvre d'ensemble de la Convention, des accords contractuels sont conclus avec les organismes consultatifs pour des activités spécifiques demandées par le Comité et autorisées par lui au titre du budget annuel du Fonds du patrimoine mondial.

4. En réponse à la proposition du Bureau, et à la demande des organismes consultatifs, le Centre a préparé un premier projet de mémorandum d'accord pour chacun des trois organismes consultatifs, première mesure d'un processus interactif de la préparation commune des mémorandums d'accord. Après réception et examen des projets de documents, des membres du personnel des organismes consultatifs ont préparé des commentaires constructifs, des recommandations, des ajouts et des suppressions à apporter aux textes, de nouvelles définitions et des clarifications. Le Centre a ensuite rencontré des représentants du personnel de chaque organisme consultatif et a incorporé le texte approuvé dans les projets ultérieurs de chaque document ; les améliorations et précisions opportunes suggérées par l'un des organismes consultatifs et/ou par le personnel du Centre ont été incorporées le cas échéant dans les projets de textes des autres, qui ont été renvoyés aux organismes consultatifs respectifs pour commentaires. Au cours de ce processus d'échange continu, au moins 6 projets successifs de révisions ont été fournis à chacun des organismes consultatifs pour examen interne, étude et commentaires ; dans un cas précis, (l'UICN), 11 projets de textes révisés ont été échangés. L'Office des affaires juridiques de l'UNESCO a examiné et approuvé les trois textes respectifs avant l'avant-dernière révision par les organismes consultatifs. Bien qu'un mémorandum d'accord ne puisse pas et ne doive pas remplacer les contrats d'honoraires requis entre le Centre et les organismes consultatifs, si l'on suit le processus et les procédures énoncés dans les mémorandums d'accord, on peut s'attendre à ce que le processus annuel de passation de contrats s'en trouve grandement facilité et accéléré.

5. Au cours de la réunion du Centre et des organismes consultatifs organisée par l'UICN le 27 septembre 1996, il a été procédé à un examen analytique des projets de textes finaux rédigés en collaboration. A cette réunion, les différents responsables ont exprimé leur satisfaction devant le travail du Centre. Le Directeur général adjoint de l'UICN et le Directeur général de l'ICCROM se sont en outre déclarés totalement satisfaits des résultats de ces efforts collectifs et de ce processus. Le Secrétaire général de l'ICOMOS a demandé un peu plus de temps pour étudier le projet de document distribué avant

et pendant la réunion. Il a été convenu qu'en l'absence de nouveaux commentaires de l'ICOMOS avant le 10 octobre, le Directeur général de l'UICN, - désirant profiter du Congrès mondial de conservation de l'UICN et de son Assemblée générale à Montréal, Canada -, signerait le mémorandum d'accord avec le Centre. A cette occasion, le Directeur général de l'UICN a donné son aval à une résolution présentée aux membres afin d'apporter un appui à l'esprit et aux intentions qui animent l'ensemble de l'engagement, de la coopération et de la collaboration en faveur du patrimoine mondial. Le Directeur général de l'ICCROM a indiqué qu'il était satisfait du document et disposé à le signer à la date qui conviendrait le mieux aux intéressés. Lors de la préparation du présent document, aucun nouveau commentaire n'avait été reçu de la part de l'ICOMOS à la date limite du 11 octobre ; le Centre a répondu aux commentaires ultérieurs de l'ICOMOS. A la demande de l'UICN, et par accord mutuel, le mémorandum d'accord entre l'UICN et le Centre du patrimoine mondial a été signé le 17 octobre pour profiter de l'occasion du Congrès mondial de conservation de l'UICN et de son Assemblée générale ; l'Assemblée générale a ensuite adopté une résolution traitant du patrimoine mondial et en faveur du mémorandum d'accord.

#### **CONTRATS ANNUELS ENTRE LE CENTRE ET LES ORGANISMES CONSULTATIFS**

6. C'est le Comité qui octroie les allocations budgétaires au titre du budget annuel du Fonds du patrimoine mondial pour des services spécifiques à effectuer par les organismes consultatifs, particulièrement pour l'évaluation des biens proposés pour inscription sur la Liste du patrimoine mondial, pour la mise au point d'études thématiques et la participation de l'UICN et de l'ICOMOS à la Stratégie globale. D'autres activités proposées par les organismes consultatifs sont étudiées par le Comité en tant que projets au titre des lignes budgétaires du Fonds du patrimoine mondial pour de la coopération technique, de la formation, du suivi et de la soumission de rapports. Des contrats d'honoraires UNESCO sont établis pour toutes ces activités conformément aux dispositions du Règlement financier de l'UNESCO.

7. Le processus budgétaire et le format des informations requis pour traiter et faciliter les contrats annuels au sein de l'UNESCO, selon la demande des organismes consultatifs mentionnée dans le document WHC-96/CONF.202/INF.5 aux points 4 et 5, et durant la réunion du Centre et des organismes consultatifs, figurent dans les projets de mémorandums d'accord. Ces informations ont été complétées par la fourniture aux organismes

consultatifs des documents contractuels basés en partie sur la proposition de budget de l'ICOMOS pour 1996 qui peut servir de modèle d'exemplaire de contrat de référence acceptable. Si les organismes consultatifs suivent ces lignes directrices dans leurs premières propositions budgétaires et que celles-ci sont soumises à l'UNESCO avant le 1er octobre de chaque année, de manière à pouvoir être étudiées par les sections concernées de l'UNESCO et achevées par les organismes consultatifs, si besoin est, bien avant la session du Comité, on estime pouvoir réduire les procédures contractuelles annuelles à quelques semaines, alors qu'il fallait précédemment compter plusieurs mois à partir du moment où le Comité effectuait les allocations budgétaires aux organismes consultatifs.

8. Toutefois, les contrats d'honoraires UNESCO prévoient des paiements après prestation des services et fourniture des produits et ne prévoient que des possibilités limitées de paiements d'avance d'activités prévues dans ces contrats. En ce qui concerne les paiements d'avance aux organismes consultatifs, selon ce qui a été demandé et discuté, le règlement de l'UNESCO permet, une fois qu'un contrat est signé et si cela est pleinement justifié, le paiement d'avance d'un montant maximum de 33% selon les contrats d'honoraires pour un travail à accomplir dûment autorisé par le Comité (par exemple des missions d'évaluation). Dans le meilleur des cas, si les contrats étaient signés immédiatement après l'accord du budget par le Comité, une première avance de paiement pourrait être effectuée en janvier. Il est clair que cette approche ne prend pas totalement en compte le dilemme fiscal des organismes consultatifs respectifs après la réunion du Bureau, car les programmes de travail de l'automne (septembre à décembre) requièrent l'évaluation de nouvelles propositions d'inscription par l'UICN et l'ICOMOS.

9. Dans ce contexte, il convient de rappeler que le Comité a fixé au 1er juillet de chaque année la date limite de soumission des propositions d'inscription, afin de laisser plus de temps aux organismes consultatifs pour une évaluation approfondie. Cette décision implique que les missions d'experts soient entreprises entre septembre et décembre, c'est-à-dire bien avant que le contrat annuel soit préparé et le premier paiement effectué. En conséquence, une révision des arrangements contractuels et du calendrier des paiements pourraient être nécessaires. Le cycle d'évaluation et les périodes de contrat et de paiements correspondantes (actuelles et proposées) figurent dans le schéma de charte ci-joint (page 9).

10. Une autre approche possible que le Comité pourrait souhaiter étudier est la création d'une année de travail divisée en deux. Pour cela, le Comité pourrait octroyer deux allocations financières aux organismes consultatifs chaque année en décembre.

11. La première allocation serait principalement basée sur les estimations des services consultatifs connus (incluant les frais fixes) et restants (évaluation des propositions d'inscription/préparation des documents pour le Bureau et le Comité/études thématiques et stratégie globale), à effectuer entre janvier et novembre en préparation des réunions de décembre du Bureau et du Comité. Les contrats de janvier seraient passés pour le travail autorisé et financé par le Comité.

12. La seconde allocation octroyée par le Comité aux organismes consultatifs serait effectuée avant le nouveau travail (essentiellement des services consultatifs liés à l'évaluation des nouvelles propositions d'inscription) à faire au cours du programme de travail d'août à décembre. Cela obligerait en effet le Comité à affecter à titre provisoire suffisamment de fonds pour permettre au Centre d'engager le processus de passation de contrats peu après la réunion de juin/juillet du Bureau d'une année précise. Cette deuxième allocation effectuée par le Comité serait provisoirement basée sur les coûts prévus des organismes consultatifs, en se fondant sur les niveaux de travail effectués l'année précédente. Cette allocation provisoire indiquerait à la fois un plafond budgétaire à ne pas dépasser et fournirait les moyens d'harmoniser le niveau de financement contractuel en fonction des propositions d'inscription mêmes soumises par les Etats parties.

13. Cette dernière approche, bien qu'exigeant que le Centre passe deux contrats successifs (début février et en août), permettrait de procéder plus opportunément à la passation des contrats et permettrait à la fois d'effectuer un paiement d'avance adéquat, quoique modeste, pour l'évaluation des propositions d'inscription, dès signature du contrat, et une série de paiements programmés à effectuer tout au long du programme de travail. Cette approche permettrait d'éviter les difficultés de la situation actuelle où les organismes consultatifs réalisent un nouveau travail sans paiement, et d'éviter de retarder la première passation de contrat de l'année et le paiement jusqu'après le mois de décembre. Deux allocations du Comité et des contrats de la part du Centre seraient

nécessaires chaque année pour achever le cycle complet de travail des organismes consultatifs pour l'évaluation des propositions d'inscription.

14. Bien que représentant une augmentation du travail administratif, cette approche serait conforme à la réglementation de l'UNESCO en matière de contrats, et exigerait que le Comité décide l'approbation des prévisions budgétaires des organismes consultatifs et accorde toute sa confiance au Centre pour la gestion des contrats pour le travail réellement effectué. Une évaluation plus approfondie de cette approche et des consultations avec les organismes consultatifs seront nécessaires pour en déterminer l'aspect pratique et la faisabilité et pour perfectionner ce processus si besoin est. Si cette approche s'avère acceptable, le Comité pourrait mettre en oeuvre cette procédure en décembre 1997, ou bien en décembre 1996, en liquidant les réserves supplémentaires au-delà des montants suggérés dans le projet de budget.

15. Sous réserve de réception à temps (le 1er novembre 1996 ou avant) et d'examen des projets de budgets des organismes consultatifs pour 1997, les projets de contrats d'honoraires et les informations budgétaires synoptiques qui s'y rapportent, selon la demande de la vingtième session du Bureau (WHC-96/CONF.202/10 [VII.18(e)] page 47) seront disponibles pour examen par le Comité au Mexique. Le Centre n'avait pas reçu que des informations partielles de la part des organismes consultatifs lors de la préparation du présent document.

## COOPERATION GENERALE

16. Le Centre du patrimoine mondial et les organismes consultatifs ont adopté la pratique de se rencontrer maintenant deux fois par an pour échanger des informations et développer la participation du personnel, renforcer les relations de travail en cours, prendre en compte et clarifier des sujets d'intérêt ou de préoccupation communs, passer en revue le programme et le calendrier de travail prévus et favoriser une coopération active. L'UICN a accueilli la dernière de ces réunions en Suisse (septembre 1996) et l'ICCROM a invité le Centre et les autres organismes consultatifs à son siège à Rome pour la réunion prévue en janvier 1997.

17. A l'invitation du Directeur général de l'UICN, un atelier d'une journée sur le patrimoine mondial a été organisé

et tenu durant le Congrès mondial de conservation et l'Assemblée générale de l'UICN, du 13 au 22 octobre 1996. L'excellente participation et l'appui en faveur de cet atelier ont bien montré l'intérêt des membres de l'UICN à cette occasion. Par ailleurs, l'UICN a créé un Groupe de politique générale relative au patrimoine mondial afin d'élargir la base de la participation du Secrétariat aux activités concernant le patrimoine mondial et de renforcer le processus d'examen des propositions d'inscription. De plus, la Commission de l'UICN pour les parcs nationaux et les aires protégées (CPNAP) a créé un poste de vice-Président pour le patrimoine mondial et a renforcé son engagement dans les activités concernant le patrimoine mondial ; un numéro thématique spécial de *Parks Magazine*, publication de l'UICN/CPNAP, sera consacré au patrimoine mondial en 1997.

18. A l'invitation du Secrétaire général de l'ICOMOS, le Directeur du Centre du patrimoine mondial a fait un discours à l'occasion de l'ouverture de l'Assemblée générale de l'ICOMOS à Sofia, Bulgarie, au début du mois d'octobre 1996. Des articles sur le patrimoine mondial ont été demandés au Centre et aux autres organismes consultatifs pour publication dans un numéro spécial du Journal de l'ICOMOS. Une base de données commune d'information sur le patrimoine mondial est en cours d'établissement en coopération avec le Centre, le WCMC et l'ICOMOS.

19. Un atelier particulièrement constructif et intéressant de stratégie de formation en matière de patrimoine mondial a été conçu en collaboration et organisé par l'ICCROM à Rome à la mi-septembre 1996 ; il constituera, sous réserve d'approbation du Comité, la base d'une initiative de formation régionale menée en collaboration par l'ICCROM.

20. Les organismes consultatifs envisagent diverses activités importantes pour marquer le vingt-cinquième anniversaire de la Convention et en ont discuté avec le Centre à la réunion des organismes consultatifs qui a eu lieu en Suisse, en septembre 1996.



## CYCLE ACTUEL D'ÉVALUATION DE 18 MOIS

**Per iuillet**

## Décembre

**Per jullet**

## Décembre

**win**

## 11 décembre

# calendrier pour l'évaluation des propositions d'inscription

**allocation  
budgétaire et  
calendrier de  
paiement**

1

A

A

A

évaluation par l'organisme consultatif des nouvelles propositions d'inscription	
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**\* date de soumission des propositions  
d'inscription aux organismes consultifs**

<p><b>Soumission des propositions d'inscription par les Etats parties</b></p>	
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15 Sept.\*

# calendrier pour l'évaluation des propositions d'inscription

**allocation  
budgétaire et  
calendrier de  
paiement**

1

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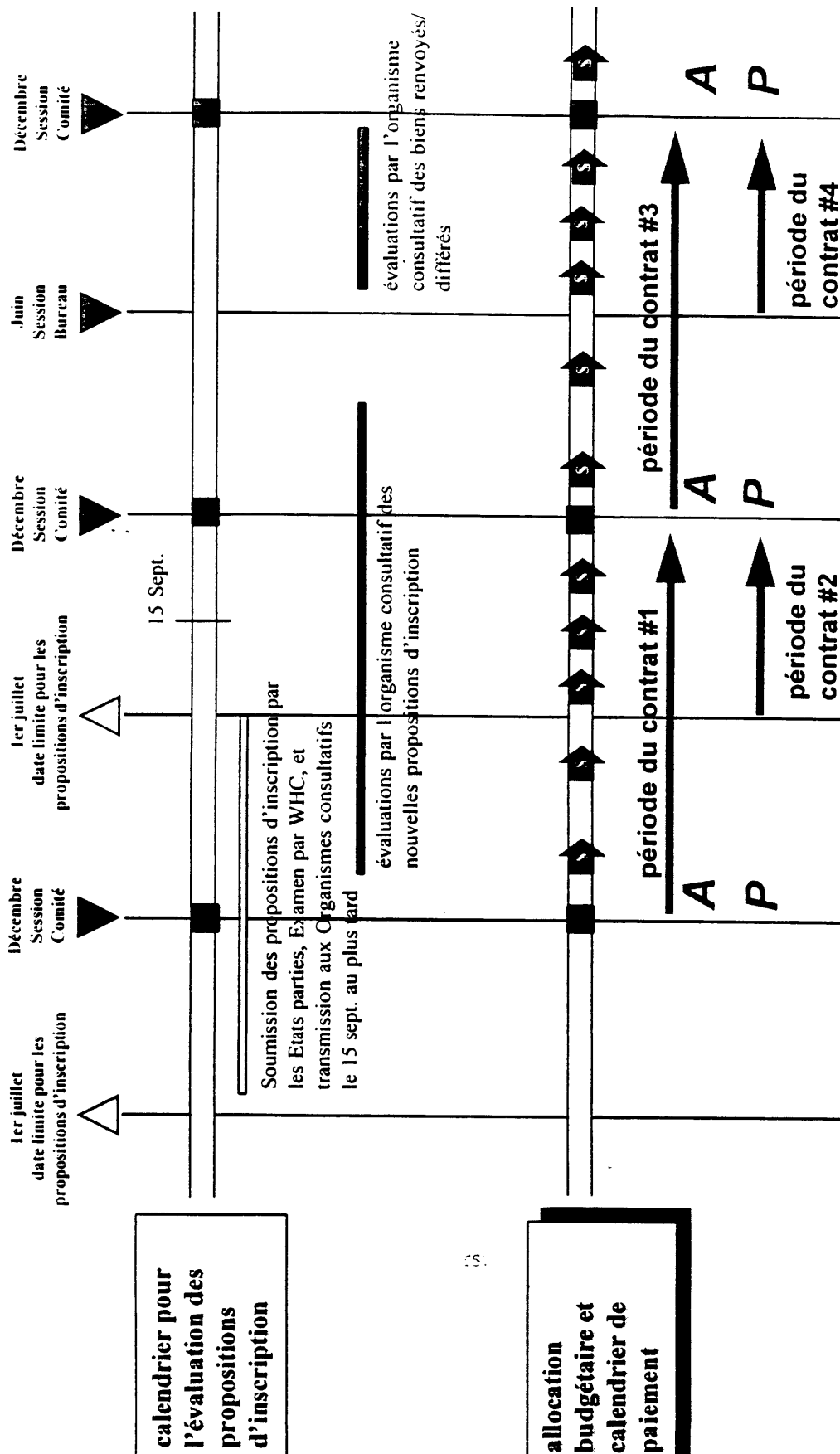
par l'organisme	évaluation	consultatif des nouvelles propositions d'inscription
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**\* date de soumission des propositions  
d'inscription aux organismes consultifs**

<p><b>Soumission des propositions d'inscription par les Etats parties</b></p>	
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15 Sept.\*

# PROPOSITION DE CYCLE D'EVALUATION DE 18 MOIS ET D'ARRANGEMENTS CONTRACTUELS DE 18 MOIS




calendrier des  
l'évaluation des  
propositions  
d'inscription

allocation  
budgétaire et  
calendrier de  
paiement



paiement des contrats



réunion du comité

**A** allocation budgétaire par le Comité

**P** allocation budgétaire *provisoire* par le Comité

**MEMORANDUM OF UNDERSTANDING**

**Between**

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

**as represented by its**

**WORLD HERITAGE CENTRE**

7, place de Fontenoy  
75352 Paris 07 SP  
France

**And**

**IUCN - THE WORLD CONSERVATION UNION**

Rue Mauverney 28  
CH-1196 Gland  
Switzerland

**PREAMBLE:**

**WHEREAS**, the United Nations Educational Scientific and Cultural Organization (UNESCO), as the United Nations Specialized Agency has the global mandate for designing instruments and modalities for furthering co-operation in education, science and culture that can promote peaceful international relations among Governments of its Member States as well as other non-Member States; and

**WHEREAS**, the Convention Concerning the Protection of World Cultural and Natural Heritage (Adopted by the seventeenth session of the General Conference of UNESCO, Paris, 16 November 1972, and hereinafter referred to as the Convention) provides for the identification and recognition of natural and cultural properties of outstanding universal value, establishes a system where by States Parties cooperate in the protection, conservation, presentation and rehabilitation of these properties and creates the World Heritage Fund (hereinafter referred to as the Fund) with contributions from the States Parties and other sources as stipulated in the Convention (Article 15.1-4); and,

**WHEREAS**, the Convention establishes an elected intergovernmental World Heritage Committee (Article 8) (hereinafter referred to as the Committee) to direct the implementation of the

**WHEREAS**, the Director-General of UNESCO has established the World Heritage Centre (hereinafter referred to as the Centre) to serve, amongst other functions, as the Secretariat of the World Heritage Committee and to prepare the Committee's documentation and the agenda of its meetings and to be responsible for the implementation of the Committee's decisions (Article 14.2). The Centre, in its role as the Secretariat for the implementation of the Committee's decisions will, in particular, facilitate the direction and coordination of the implementation of the Convention, provide information, advice and guidance to the Committee, administer and obligate the Fund as regularly authorized by the Bureau, Committee and/or the Committee Chair, and implement the decisions of the Committee as stipulated in Article 15 of the Convention, and in accordance with the financial regulations and policy of UNESCO; and,

**WHEREAS**, the Centre is called upon to utilize the Fund to perform specific work authorized and directed by the Committee, (see Articles 13.4 and 15.4) and in accordance with the Operational Guidelines for the Implementation of the World Heritage Convention (hereinafter referred to as Operational Guidelines) through appropriate arrangements with technical Advisory Bodies and in line with Articles 13.7 and 14.2 of the Convention and its Operational Guidelines, in a professional, objective and cost-effective manner; and,

**WHEREAS**, The International Union for the Conservation of Nature and Natural Resources, now known as IUCN - The World Conservation Union - (hereinafter referred to as IUCN) is one of three technical Advisory Bodies identified in the Convention (Article 8.3) and may be called upon for the implementation of World Heritage programmes and projects (Article 13.7) and used by the Centre for services to the fullest extent possible in its area of competence and capability (Article 14.2) for the purpose of facilitating the implementation by the Centre, of the decisions of the Committee; and,

**WHEREAS**, IUCN was established by the initiative of UNESCO, Swiss League for the Protection of Nature and the Government of France in 1948 to foster scientifically based conservation of nature and management of natural renewable resources and has recently adopted a mission to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and ensure that any use of natural resources is equitable and ecologically sustainable; and,

**WHEREAS**, IUCN works through a global network of member organizations, scientists and experts who participate in IUCN Commissions, Programmes and projects, and is governed by a global representation of governmental and non-governmental members; and,

**WHEREAS**, the role of IUCN as defined in relation to the Convention and in accordance with Committee decisions includes core and cross-cutting activities and the functions identified in the IUCN World Heritage Policy and Procedures Statement recently issued and to be periodically updated, including the comparative evaluation of State Party nominations, monitoring conservation status of World Heritage properties, information systems, communication and promotion, training and education, international assistance and standard setting; and,

**WHEREAS**, the World Heritage Strategic Orientations for implementing the Convention adopted by the Committee in 1992, recognizes the technical Advisory Bodies as one of the three pillars on which the Convention rests and encourages their full and active participation; and,

**WHEREAS**, the Director General of IUCN has established both a theme programme within the IUCN Secretariat and Commission on National Parks and Protected Areas (CNPPA), and a World Heritage Policy Panel to demonstrate the commitment of the IUCN Secretariat to World Heritage; to involve senior Secretariat staff, Regional and Country offices and Commission members; to ensure World Heritage is given high profile within the IUCN Secretariat and programme and that members are encouraged to recognize the Convention's significance in implementing IUCN's mission; to review and suggest revisions to procedures and policies in light of the World Heritage Committee's decisions and IUCN's decades of experience with the Convention; to stimulate additional input from the IUCN membership, networks and affiliates, particularly CNPPA and the World Conservation Monitoring Centre; to assist in the intellectual development of the Operational Guidelines and implementing World Heritage activities; and, to assist in the development and definition of the evolving applications of the Convention, and its linkages to related Conventions in cooperation with the Centre;

**NOW, THEREFORE**, in consideration of the mandate of the States Parties to the Convention, the Director-General of UNESCO and the Director General of IUCN, the above premises, and in the interest of the mutual advantages in the cost effective attainment of the objectives of the Convention and performing work required by the Committee, the Centre and IUCN wish to avoid duplication of effort and desire to formalize and strengthen their cooperation in the spirit of an efficient and effective partnership and therefore mutually agree as follows:

#### **Article I.     OBJECTIVE**

The Parties agree to consider jointly , at such locations and at such intervals as may be agreed upon by both Parties hereto, an ongoing programme of advisory services, nomination evaluation, monitoring, information retrieval and dissemination, communication and promotion, training and assistance, to conserve and protect World Heritage as reflected in the tentative lists and inventories of States Parties and by properties inscribed on the World Heritage List and the List of World Heritage in Danger.

#### **Article II.    STATEMENT OF WORK**

The activities under this Agreement will be in the context of a periodically updated, jointly developed and mutually acceptable long term work programme. A proposed annual budget estimate and work plan will be developed by IUCN and submitted to the Centre for its review and subsequent submission to the Committee for consideration and approval. The IUCN annual budget estimate will indicate an itemization of all estimated requirements and cost-shared components including personnel, travel, supplies/equipment, product, administrative, contingency and other costs associated with each specific activity proposed. The work plan will indicate each proposed specific World Heritage activity by purpose/objective, team leader and associated personnel with illustrative biodata, schedule and duration, and deliverable product. States Parties's ad hoc requests to the Centre for assistance will be considered, subject to available funds and availability of qualified and suitable personnel. Activities may include, but are not limited to the following:

1. Evaluation of, and recommendations on State Party World Heritage nominations and related comparative reviews and/or tentative inventories and lists.
2. World Heritage project proposal preparation, assessment and execution.
3. Evaluation of, and recommendations on selected State Party World Heritage assistance and training requests and provision of technical assistance and training as related to the effective management and conservation of World Heritage.
4. Identification and mitigation of threats to World Heritage.
5. Information, database management, communications and promotional activities in cooperation with the World Conservation Monitoring Centre (WCMC).
6. Assisting States Parties to monitor the state of conservation for World Heritage properties; participation in reactive monitoring activities and reporting on the status and conditions of World Heritage.
7. Intellectual development, refinement and application of the Operational Guidelines to the management of World Heritage, and in particular, threatened properties including those on the List of World Heritage in Danger, and where possible the application of this experience to other national parks and similar protected areas.
8. Collaboration with and coordination of World Heritage activities with the Centre, and other advisory bodies.
9. Participation in statutory meetings of the Committee and Bureau, Advisory Body planning and working group sessions, and meetings such as may requested by either Party.

**IUCN Agrees to:**

- A. Work in partnership with the Centre, utilizing the IUCN Secretariat, membership and Commission members particularly the Commission on National Parks and Protected Areas (CNPPA) and the Species Survival Commission to the maximum extent possible and affiliates as appropriate, to provide to the Centre, or, at its request, to the Committee and States Parties a global range of complementary technical and advisory services and expertise reflecting a full diversity of cross cultural values, gender related concerns, and socioeconomic, ethnic and political sensitivities in implementing the work of the Convention, and to undertake to provide to the Centre the support necessary to meet these responsibilities as an Advisory Body under the Convention and related Operational Guidelines.
- B. Provide in a timely, accountable and credible manner to the Centre, upon its request and subject to the availability of funds, special studies, analyses or other advisory and supportive

technical services related to World Heritage which may be performed by the IUCN Secretariat, membership, Commissions and members, affiliates such as the WCMC, or by consultants with recognized expertise retained by IUCN.

- C. Assist the Centre, upon its request and subject to the availability of funds, in planning and design, and subject to Centre approval, the publication and dissemination by electronic and conventional means as appropriate, general and technical World Heritage information and materials including publications, video and exhibits to the States Parties, its membership and the public; assist the States Parties to formulate, design and implement technical assistance and advisory services and training related to the protection, management, monitoring and presentation of World Heritage properties upon the Centre's request, and subject to the availability of funds.
- D. Undertake to vigorously inform and involve the IUCN Secretariat, the Commissions and the membership in World Heritage issues, and to the extent possible, seek to arrange and participate in collaborative efforts to mitigate potential and ascertained threats to World Heritage Sites, and seek to promote the Convention through normal programmes, activities and representations.
- E. Inform the Centre in the spirit of partnership and invite the Centre's participation, and concurrence as appropriate, in IUCN activities, meetings, review, representation and presentation of World Heritage and potentially related activities to provide information and to express its views.
- F. Inform the Centre of IUCN activities, actions, programmes and projects related to World Heritage properties so that the Committee may be constructively informed in its decision making, and so that potential redundancy, overlap and duplication of efforts may be minimized.
- G. Comply with applicable UNESCO/Centre policy, regulations, guidelines and procedural requirements for work under Centre contracts including standards of conduct and performance, international missions, representations, deliverables, communications, documents, certified and detailed statements of accounts as may be requested, records and acknowledgments; seek Centre review, authorization and concurrence prior to entering into arrangements, agreements and contracts utilizing the World Heritage emblem and/or containing World Heritage material.
- H. Assist States Parties upon the Centre's request in the formulation and preparation of project requests and in the identification of funding sources related to the protection, management, mitigation of potential and ascertained threats and presentation of World Heritage properties.
- I. Formulate and make available to the Centre and the Committee if requested by the Centre on an annual basis, the budget estimates and proposals, schedules and the methodology necessary to systematically perform all new, referred and deferred States Parties's nomination evaluations in a cost effective manner. Subject to the extent actions and funds are authorized by the Committee, perform in an objective, scientific and timely manner, for the Centre those evaluations directed and funded by the Bureau, fully utilizing appropriate local and regionally expert representatives of IUCN and additional experts as appropriate to examine all relevant aspects of nominated property and related resources in compliance with the Operational Guidelines, and in the context of

thematic and comparative studies and/or considerations; and provide to the Centre written evaluations and related recommendations on all nomination directed by the Bureau and provide in a timely manner a fully complete and objective field analysis of the integrity and values of properties nominated, referred and/or deferred. Avoid participating in the preparation of World Heritage nominations in order to maintain full objectivity in evaluating properties.

J. Actively engage the Centre to the extent relevant and appropriate in the World Heritage activities of IUCN including the related Policy Panel and Commission work.

K. Work in partnership and close cooperation with other advisory bodies as appropriate, and in particular, ICOMOS, in evaluating mixed (cultural/natural) and cultural landscape properties.

**The Centre Agrees to:**

A. Share with IUCN information, documentation, communications, available expertise, and arrangements in order to facilitate an orderly and timely execution of Convention work authorized by the Committee to be performed by IUCN.

B. Provide all State Party nomination documents and related information as appropriate, in a timely and orderly manner to facilitate the evaluation, objective review and recommendation preparation and the presentation of this material to the Bureau and Committee.

C. Provide clear and explicit terms of reference and requirements for a systematic preparation and presentation of proposals and contracts; provide prompt and timely payment for authorized and acceptable work performed and delivered under the terms and conditions of contracts.

D. Inform IUCN of applicable UNESCO/Centre policy, regulations, guidelines and procedural requirements for work under Centre contracts including standards of performance, international missions, representations, deliverables, communications, documents, records and acknowledgments; provide review, authorization, and concurrence in a timely manner so as not to impede the work of the Convention.

E. Inform IUCN of the Centre's and States Parties's ad hoc requests for information, monitoring, technical assistance and training, and as appropriate and subject to available and authorized funds, collaborate on the formulation and the execution of related missions.

F. Seek as appropriate, IUCN review, guidance and participation of the Secretariat, Membership, Commissions and affiliates on matters related to monitoring, States Parties's requests for technical assistance and training, information and services.

G. Seek, to the fullest extent possible, IUCN Commission and membership involvement and participation in monitoring World Heritage properties with particular emphasis on identifying threats to World Heritage properties; actively collaborate with IUCN in mobilizing resources and assistance including capacity building, required to mitigate these threats.



H. Seek IUCN's collaboration to encourage States to become Party to the Convention and increase general public awareness and education about the Convention, its purpose and objectives, and World Heritage properties and related issues.

I. Seek to ensure to the extent possible that the budgetary and personnel resources are available to meet the costs of implementing the work of the Convention.

### Article III. ASSIGNMENT

Neither Party shall assign, transfer, pledge or make other disposition of this Agreement or any part thereof or of any of the Party's rights, claims or obligation under this Agreement except with the prior written consent of the other Party. Any of the aforementioned actions taken without such written consent shall not be valid.

### Article IV. STATUS

Neither Party nor any member of its staff shall be considered as an agent or a member of the staff of the other Party and shall not be entitled to any privileges, immunities, compensation or reimbursements from that other Party, nor shall be authorized to commit it to any expenditure or to other obligations.

### Article V. DURATION AND TERMINATION

This Agreement shall enter into force upon signature by the Parties and shall remain in force until 31 December 2001, at which time it may be evaluated, revised if requested by either Party, and may be renewed by mutual agreement of both Parties. It may be terminated by either party upon three months written notice.

**Signed:**



**Director**  
The World Heritage Centre  
UNESCO  
Date:

17/10/96



**Director General**  
IUCN - The World Conservation Union

Date: 17. 10. 96

**REPORT OF THE ADVISORY BODIES MEETING**  
**IUCN - WORLD CONSERVATION UNION**  
**GLAND, SWITZERLAND**  
**27 September 1996**

**1. Participants**

IUCN :

- Mr. Mèrsi Ejigu, Deputy Director-General
- Mr. James W. Thorsell, Senior Advisor, Natural Heritage
- Mr. David Sheppard, Chief, Protected Areas
- Mr. Pedro S. Rosabal, Programme Officer, Protected Areas

ICOMOS :

- Mr. Jean Louis Luxen, Secretary General
- Ms. Regina Durighello, Programme Officer

ICCROM :

- Mr Laenen, Director General
- J. Jokilehto, Director, Cultural Heritage

UNESCO World Heritage Centre :

- Mr. Bernd von Droste, Director
- Mr. Robert C. Milne, Principal Advisor to the Director
- Mr. N. Ishwaran, Programme Specialist, Natural Heritage
- Mr. Herman van Hooff, Programme Specialist, Cultural Heritage

**2. Opening**

The Meeting was opened by Mr. Mersie Ejigu, Deputy Director General, IUCN. Mr Ejigu welcomed the participants and expressed his pleasure in hosting the Advisory Bodies Meeting, for the first time, at IUCN's Headquarters in Gland, Switzerland. He informed participants of IUCN's World Heritage Policy Panel, convened on 26 September 1996, in Gland, Switzerland, and indicated that he and his colleagues will report in more detail on the Panel's major outcome during the deliberations of the Meeting.

Mr. Bernd von Droste, Director of the World Heritage Centre, thanked IUCN for hosting the Advisory Bodies Meeting. He noted that this Advisory Bodies Meeting was being convened, primarily, to prepare for the forthcoming session of the World Heritage Committee, during 2-7 December 1996, in Merida, Mexico. He then recalled the salient features of the co-operative efforts of the Centre and Advisory Bodies that were evident during 1996 :

- a) the scale of co-operation between the Centre and the Advisory Bodies has continued to grow and important achievements have been registered in launching selected thematic studies and the preparation of a training strategy for cultural heritage ; the Centre increasingly consults Advisory Bodies in its review of requests for international assistance from the World Heritage Fund ;
- b) with regard to monitoring, refinements to methodological aspects have probably been exhausted and more focus is needed on streamlining monitoring procedures and reporting formats.

Furthermore, Mr. von Droste invited the Advisory Bodies to give special consideration to their role in commemorating the 25th anniversary of the Convention. From a budgetary perspective the World Heritage Fund, most likely, will face difficult times ahead; the voluntary contribution of the United States of America, for the September 1996 - August 1997 fiscal year, had been reduced by US\$ 200,000. The rate at which assessed contributions due from States Parties to the Fund are being received continues to be unsatisfactory. Hence a scenario of increasing work-load and decreasing financial resources is evolving and demands close collaboration between the Advisory Bodies and the Centre, to address and solve problems in a cost effective manner.

Mr. von Droste then introduced the provisional agenda for the Meeting. Given the importance of the event, discussions on the 25th anniversary of the Convention, scheduled for 1997 was introduced as item no. 1 of the Agenda. The Agenda was adopted with the addition of this new item (see annex 1).

### **3. Discussions on the 25th Anniversary of the Convention**

Discussions on contributions which the Centre and the Advisory Bodies could make towards the 25th anniversary of the Convention were comprehensive and wide ranging. It was noted that the 25th anniversary should be seen as an occasion, not only for celebration, but for critical self-reflection by the Centre and the Advisory Bodies of their role in the work of the Convention. The silver jubilee event should be marked by a stock taking of the Convention's achievements and shortcomings during the past 25 years with a view to broadening support for the Convention, strengthening the substantive aspects of the Convention's work and creating new alliances for the operational implementation of the Convention.

In promoting a deeper exploration of the substantive aspects of the Convention's work, the following themes were identified as potential priorities :

- a) economic value of World Heritage, with special emphasis on the assessment of the contribution of World Heritage sites to regional and national economies ;
- b) cultural landscapes; particularly the prospects and problems linked to the consideration of the outstanding universal values associated with the heritage of indigenous peoples ; and
- c) biodiversity hot-spots of the world and their coverage by designated World Heritage sites.

Mr. J.L. Luxen, Secretary General of ICOMOS stressed the importance of collating available information on the economics of cultural heritage and noted that ICOMOS will be most interested in compiling data on the subject.

Advisory Bodies and the Centre had specific suggestions concerning strategies, events and activities in connection with the Convention's 25th anniversary :

IUCN :

Staff of IUCN represented at the Meeting voiced their unanimous support for launching two events :

- a) a scientific symposium on natural heritage conservation; principles and practice of heritage conservation needs to be analysed in the light of fundamental changes caused by decentralized governance, and the growing empowerment of local communities and their participation in protected area management ;
- b) a media-oriented fund-raising event to raise the profile of the Convention and to generate financial resources for the Fund.

There are other IUCN events and activities which will provide significant opportunities for highlighting the Convention's 25 year work. For example the Commission on National Parks and Protected Areas (CNPPA) foresees meetings in Africa, Latin America and Australia, during 1997, where regional reviews of the Convention's work will be undertaken. IUCN, in co-operation with WCMC (World Conservation Monitoring Centre, Cambridge, UK), intends to launch a global thematic study on natural heritage. Special issues of publications, e.g. IUCN Bulletin and Parks Magazine, on the Convention are planned and the CNPPA Newsletter will be ready to receive, for publication, relevant materials on the 25th anniversary of the Convention. IUCN proposed that a steering committee may be set up to co-ordinate the 25th anniversary activities, and informed participants that it is exploring the feasibility to hire a part time consultant to work on the 25th anniversary of the Convention.

4. Follow up to the 20th Session of the Bureau of the World Heritage Committee (Paris, 24 - 29 June, 1996) and the preparation of the 20th extraordinary session of the World Heritage Bureau and the 20th session of the World Heritage Committee.

All participants expressed concern and disappointment of the precedent set during the Bureau's session in June 1996 where, contrary to the stipulations of the Operational Guidelines and past practice, representatives from a State Party spent a considerable amount of the Committee's time to defend their nomination against an unfavourable evaluation submitted by IUCN. The need to uphold the principles of international co-operation and neutrality in the effective implementation of the Convention was stressed. Ways and means to avoid the recurrence of such incidences need to be thought through and integrated into the procedures for the conduct of the Bureau and Committee sessions.

- i) Additional evaluations of referred back sites to be presented to the 20th extraordinary session of the World Heritage Bureau

The Centre's List of "referred back sites" was compared with those of IUCN and ICOMOS, and the different lists harmonized with one another. Thus, it was agreed that the sites, listed in annex 2, referred back to the States Parties for further information and clarification shall be taken up for review by the out-going Bureau, during its extraordinary session scheduled for 29-30 November 1996, in Merida, Mexico.

Participants expressed dissatisfaction regarding the insufficient amount of time spent for review of nominations by the Committee, at its last session in December 1995, in Berlin, Germany. They encouraged that the situation be rectified at the forthcoming session of the Committee, during 2-7 December, 1996, in Merida, Mexico. Steps should be taken, by the Committee, the Centre and the Advisory Bodies, to better manage the time set aside for discussions on budgetary matters and on monitoring the state of conservation of World Heritage properties. In the case of the agenda item on monitoring, reports on the state of conservation of World heritage Sites in Danger should be given priority. Multiple presentations on individual sites, by different persons from the Centre and from the Advisory Bodies, should be avoided.

- ii) Progress report of the Global Strategy, thematic studies and comparative studies (item 9 of the Provisional agenda of the World Heritage Committee)

ICOMOS informed the Meeting that the English version of the Global Strategy document had been finalized handed and that both the English and the French version will be transmitted to the Centre before 15 October, 1996. In addition, ICOMOS informed the Meeting that the final version of the Canals Study Paper will be sent to the Centre before 15 October 1996.

Mr. Marc Laenen, drew attention to the Training Strategy for Cultural Heritage, prepared as an outcome of a workshop held in ICCROM, in August 1996, and noted that past global strategy documents have failed to consider "capacity building" as an essential component. He added that in the future, a global strategy, apart from considering issues like balance between natural and cultural sites, geographical distribution of designated World Heritage properties etc., should include a capacity building strategy.

Mr. Laenen informed the Meeting that the Training Strategy for Cultural Heritage developed at the ICCROM workshop in September 1996, was based on the need to focus training on a regional basis, cater to a variety of training needs, including scientific, managerial and communications etc., and to build support infra-structure.

Opportunities for encouraging convergence between training strategies for natural and cultural heritage, such as joint needs analysis and training programme development, advocacy, education and networking, must be identified and facilitated.

Mr. Jokilehto of ICCROM pointed out that education and awareness building on the Convention must be linked to the processes of identifying and nominating sites for inclusion in the World Heritage List. It was noted that currently global strategies do not appear to have the intended positive impacts on the work of the Convention; e.g. reducing the European bias in the distribution of designated World Heritage areas. Linking education and awareness building to identification and nomination of sites to the World Heritage List could help in minimizing such imbalances.

IUCN has conventionally considered training and education as the work of two different Commissions. As part of IUCN's recently stated policy to treat its role in the implementation of the Convention as part of its mainstream work, IUCN is planning to train its staff in its Regional Offices on the work of the Convention. This bottom-up approach could play a major role in making the work of the Convention better known and popular.

While recognizing the importance of training, the Centre, increasingly emphasized the value which the Convention had in educating and building awareness on the importance of heritage conservation among school children and teachers. Given the fact that education remains UNESCO's largest sector, the Convention's contribution to educating different target groups on heritage conservation should be given the same degree of importance, as training professionals on the techniques and skills needed for heritage conservation. In particular, the network of school teachers associated with several of UNESCO's Education Sector Programmes, provides a pool of individuals whose education on the Convention can have multiplier benefits of far reaching consequences.

iii) Cooperation between the advisory bodies and the World Heritage Centre (item 10 of the Provisional Agenda of the World Heritage Committee)

The Director of the Centre, Mr. von Droste, opened the discussion on this agenda item by noting that regular Meetings between Advisory Bodies and the Centre has considerably helped to improve working relationships and co-operation. In the immediate future he opined that three steps planned for implementation will further strengthen co-operation between the Centre and the Advisory Bodies. These measures are :

- \*\* signing of framework agreements between the Centre and each Advisory Body ;
- \*\* preparation of draft contracts for the implementation of activities by Advisory Bodies in 1997; and

\*\* suggesting to the Committee that it provides a 3-4 month advance allocation to each Advisory Body, in December 1996, to facilitate evaluation of nominated sites in the early part of 1997 when administrative procedures for the establishment of contracts will be completed.

All advisory bodies expressed satisfaction with the technical aspects of the co-operation with the Centre but called for flexibility in administrative procedures that will promote mutual trust, transparency and predictability. IUCN called for clear procedures and standard formats for preparing its budgetary submissions to the Committee. The Centre agreed to provide to each of the Advisory Bodies a standard format for preparing their 1997 budget proposals for submission to the Committee session, scheduled to be held in Merida, Mexico, during 2-7 December 1996.

Advisory Bodies welcomed the Centre's intention to involve them in all aspects of the Convention's work, and not merely on the evaluation of nominations. The Centre was requested to make greater utilization of the networks of the Advisory Bodies and appropriate institutions in States Parties. The Centre must avoid being seen as the dominant organ for the Convention's implementation, since such a perception may lead to allegations about the Centre having intentions to evolve into a "global ministry for heritage conservation".

#### iv) Framework Agreements

Mr. Rob C. Milne, Senior Advisor to the World Heritage Centre, introduced the drafts of the texts of the Agreements with IUCN, ICOMOS and ICCROM, respectively, and described the extent of consultations that had been possible with each of the three Advisory Bodies. He pointed out that the text of the IUCN Agreement had been reviewed during IUCN's Policy Panel on 26 September 1996 and has progressed most towards a final version.

IUCN representatives thanked Mr. Milne for his efforts in drafting the Framework Agreement and said that they were quite satisfied with it. Subject to the fact that the other two advisory bodies, i.e. ICOMOS & ICCROM do not require any major amendments to the Agreement's wording, IUCN was interested in signing the Agreement at the World Conservation Congress in Montreal, at the time of the IUCN/Centre sponsored workshop on the World Heritage Convention, scheduled for 17 October 1996. IUCN expressed interest in organizing the signing of the Framework Agreement during a public ceremony.

Mr. Luxen, thanked Mr. Milne on behalf of ICOMOS and requested for some more time before he could give ICOMOS' final comments on the text. He said that while he agreed with most of the text of the Framework Agreement between ICOMOS and the Centre, there were certain parts he wished to discuss with other members of ICOMOS during the forthcoming ICOMOS General Assembly, scheduled to be held in Sofia, Bulgaria, during early October 1996. Mr. Luxen requested that a specific paragraph on financial arrangements for the implementation of the agreement be included in the next draft. Both IUCN and ICCROM too welcomed the introduction of such a paragraph into the draft texts of their respective Agreements with the Centre. Mr. Luxen agreed to send Mr. Milne, detailed comments on the text by 9th or 10th October 1996. He will copy the text of his comments to IUCN too, in order to enable IUCN to decide whether they could proceed with the signing of their Agreement at a public event, to be organized in conjunction with the World Heritage Workshop, on 17th October, in Montreal, Canada.

Mr. Laenen, on behalf of ICCROM, thanked Mr. Milne for his work on the text of the Agreement with ICCROM and said that the professional staff of ICCROM have given their consent to the text. The finalization of the text of the Agreement however, had to await the comments from ICCROM's legal advisers. Noting that the texts of the three agreements had certain common paragraphs as well as different ones, Mr. Laenen called for discussions among the three Advisory Bodies to develop practical arrangements that will enable co-ordination among each other's contribution to the Convention.

Mr. von Droste thanked Mr. Milne on behalf of the Centre for effectively co-ordinating the work of preparing the texts of the three Framework Agreements.

Following from discussions (see section (iii) above) pertaining to the preparation of a working document for item 10 of the Provisional Agenda of the World Heritage Committee and on the draft Framework Agreements, it was decided that the Committee be presented, as information documents for Agenda item 10, with the Framework Agreements, and the draft contracts between the Centre and each of the three Advisory Bodies. These information documents will be supplemented with an oral presentation by the representative of each Advisory Body on how it views its co-operation with the Centre and with other Advisory Bodies.

## **5. Review of Nominations for 1997**

Participants noted with concern that 50 new nominations have been submitted by States Parties, for consideration by the World Heritage Committee at its 1997 sessions. In the event all the nominations were accepted for inscription on the World Heritage List, it will result in an increase, greater than 10%, of the total number of sites currently included in the World Heritage List. Of the 50 new nominations accepted for consideration in 1997, 16 originated from a single European nation, which already had a large number of sites inscribed on the World Heritage List.

The participants expressed dissatisfaction with the fact that several of the recommendations of global studies, i.e. States Parties which already have a large number of sites inscribed on the List to consider not submitting new nominations, slowing the rate of listing new sites and strengthening conservation of designated sites as a step to improve the credibility of the World Heritage List etc., were not being heeded by States Parties. Most participants agreed that requesting any State Party to reduce the number of nominations they wish to submit on an annual basis is, politically, an unpopular task.

## **6. Presentation of Budget Outlines for 1997 by the Advisory Bodies.**

Concerned by the growing cost of evaluating nominations submitted by States Parties, the Advisory Bodies cautioned that budgetary limitations may prevent them from evaluating all the nominations submitted for consideration in 1997. Participants recognized that UNESCO, through its support to the staff and operations of the World Heritage Centre, subsidizes the work of the Convention at an estimated value of US\$ 2.5 million/year. It was apparent from a reflection on the true costs of evaluation of nominated areas, that all the three



Advisory Bodies also subsidized the work of the Convention, though to a much less extent than UNESCO. Nevertheless, growing budgetary constraints experienced by the three Advisory Bodies are likely to compel them to submit to the consideration of the Committee, in their budgetary proposals for 1997, the actual costs of evaluation of nominations, monitoring, training and other services they render to the work of the Committee. There was general agreement that information on the actual costs of the services provided by the Advisory Bodies will be useful to both the Centre and the Committee. Hence, the Centre agreed to provide a format for the preparation of the budgetary proposals of the Advisory Committee, for submission to the World heritage Committee session scheduled to be held in Merida, Mexico, during 2-7 December 1996.

In reducing the overall costs of evaluation of nominated areas, several proposals were considered. Despite the costs involved, it was concluded that to the extent possible evaluation should include an on-site assessment by experts nominated by the respective Advisory Bodies. While in the past, evaluations without field visits had been prepared for several cultural heritage nominations, revival of that practice must be restricted to limited circumstances. Even if the scientific documentation of a given site is easily obtainable through literature surveys, site visits provide direct insights into management problems and issues. Furthermore, site visits by IUCN, ICOMOS and ICCROM experts frequently help to raise the awareness of senior level policy and decision makers to the importance of the Convention's work.

The Advisory Bodies requested that the Centre, in reporting the Committee's decisions concerning allocations of the 1997 budget for the World Heritage Fund, ensure that :

- \*\* the role of Advisory Bodies as partners in the implementation of all the aspects of the Convention, not merely on evaluation of nominations, is properly reflected ; and
- \*\* specific Committee decisions concerning shared allocations for the Centre and the Advisory Bodies, in budget lines dealing with monitoring, global studies, training etc., are clearly spelled out in footnotes.

The Director of the Centre agreed that his staff will do its best to meet the above requests of the Advisory Bodies, within the constraints imposed by a likely reduction of the overall World Heritage Fund budget for 1997. Noting that there are possibilities that in 1997, the Committee may no longer have to set aside a budget for providing Temporary Assistance to the Centre, ICOMOS requested that the funds liberated by that omission be used to increase the budgetary allocations for ICOMOS as well as for other Advisory Bodies.

ICCROM was particularly concerned with the availability of funds, in 1997, for implementing the Training Strategy for Cultural Heritage, prepared at the Rome workshop, in August 1996. He foresaw and welcomed greater interactions with the Centre, particularly in the Centre's efforts to design training activities in such a way so that they are in conformity with the guidelines suggested by the Strategy. ICCROM called for co-ordinated activities between itself and the Centre as well as with other Advisory Bodies and a commitment to demonstrate what it means to be a cost-effective management of a capacity building programme.

## 7. Other Questions

The involvement of the Advisory Bodies in the review of international assistance requests could be facilitated by advancing the deadline for submission of requests to around 1st August, from 1st October as is the current practice.

The next meeting of the Advisory Bodies and the Centre will be convened in early 1997. ICCROM informed participants that it will be willing to host that meeting, in its Headquarters, in Rome.

## 8. Closing

Mr. von Droste, Director of the Centre thanked once again IUCN for hosting the Meeting and ICCROM for its kind offer to host the next meeting. The meeting was then declared closed.

## ANNEX 1

### AGENDA OF THE ADVISORY BODIES MEETING, GLAND, SWITZERLAND 27 SEPTEMBER 1996

1. 25th Anniversary of the World Heritage Convention
2. Follow-up to the 20th session of the Bureau of the World Heritage Committee (Paris, 24-29 June 1996) and the preparation of the 20th extra-ordinary session of the World Heritage Bureau and 20th session of the World Heritage Committee
  - (a) Additional evaluations of referred back sites to be presented to the 20th extra-ordinary session of the World Heritage Bureau
  - (b) Progress report on the Global Strategy, thematic studies and comparative studies (item 9 of the Provisional Agenda of the World Heritage Committee)
  - (c) Cooperation between the Advisory Bodies and the World Heritage Centre (item 10 of the Provisional Agenda of the World Heritage Committee)
  - (d) Framework Agreements between the Advisory Bodies and the Centre
3. Review of new nominations for 1997
4. Presentation of budget outlines for 1997 by the Advisory Bodies
5. Other questions

## ANNEX 2

### LIST OF REFERRED BACK SITES TO BE PRESENTED TO THE 20th EXTRAORDINARY SESSION OF THE WORLD HERITAGE BUREAU

1. Natural properties :

- Belize Barrier Reef Complex Protected Area System (Belize)
- 'W' National Park (Niger)
- Lake Baikal (Russia)
- The Volcanoes of Kamchatka (Russia)
- The Sikhote-Alin Natural Complex (Russia)
- The Ubsunuur Hollow (Russia/Mongolia)

\*\* Massif du Mont Perdu/Tres Serols (France/Spain) will not be considered since Spain has indicated that they do not foresee submitting a nomination for their side of this property at this moment (ref : Letter from Spanish Authorities to the Centre, dated 24 June 1996)

2. Cultural properties :

- Verla Groundwood and Board Mill (Finland),
- Upper Svaneti (Georgia),
- The Ancient ksour of Ouadane, Chinguetti, Tichitt, Oualata (Mauritania),
- The Historic Monuments Zone of Querétaro (Mexico),
- The Prehispanic Town of Uxmal (Mexico)
- Hiroshima Peace Memorial (Genbaku Dome)

3. Mixed properties :

- Lushan National Park (China)

Following discussions between IUCN and the Centre, it was agreed that the following natural properties, deferred during previous years, will reconsidered at the forthcoming extra-ordinary session of the Bureau and the 20th session of the Committee :

- Heard and McDonald Islands (Australia)
- Miguasha National Park (Canada)

**Draft Advisory Services Fee Contracts between the Centre and the  
Respective Advisory Bodies**

The attached draft model contracts with IUCN (Annex C.1) and ICOMOS (Annex C.2) are based upon the standard format for UNESCO Fee contracts. They cover the period January-December 1997 and refer particularly to services to be provided in relation to the evaluation of nominations, their participation in the implementation of the global strategy and thematic studies, advice regarding requests for international assistance and the attendance of the Bureau and Committee sessions.

Budgetary information will be incorporated in the enclosed drafts upon the Committee's approval of the 1997 budget as well as of the financial allocations to IUCN and ICOMOS. Both IUCN and ICOMOS have been requested to provide budget proposals for 1997 following the Sample Proposed Budget in Annex C.3.

If a split work year would be created, as suggested in paragraphs 10-14 of this Working Document, two separate contracts would be prepared for the 1997-1998 evaluation cycle, one covering the September - December 1997 period and the second covering the January - December 1998 period.

Contract No \_\_\_\_\_

Advisory and Support Services to the  
World Heritage Committee in the Implementation  
of the World Heritage Convention during the Year 1997

CONTRACT BETWEEN

The United Nations Educational, Scientific and Cultural Organization (hereinafter) called "UNESCO") with its Headquarters in Paris acting on behalf of the World Heritage Committee	AND	The World Conservation Union (hereinafter called "IUCN") Rue Mauverney 28 CH-1196 GLAND Switzerland
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**WHEREAS**, the General Conference of UNESCO at its 17th session in 1972 adopted the Convention concerning the protection of the World Cultural and Natural Heritage (hereinafter referred to as "the Convention");

**WHEREAS**, under Article 13(7) and 14(2) of the Convention, the Committee and the Director-General of UNESCO, respectively, are authorized to seek advice from and utilize the services of IUCN in the preparation of the Committee's documentation for the meeting of the Bureau of the Committee scheduled for ..... June 1997, and the meeting of the Committee scheduled for .....December 1997, respectively;

**WHEREAS**, IUCN and the UNESCO World Heritage Centre signed, on 17 October 1996, a Memorandum of Understanding stipulating and clarifying their respective obligations, procedures and responsibilities in a strengthened collaborative relationship of mutual advantage, assuring a full involvement of IUCN in performing World Heritage work required by the Committee and for utilizing the global network of IUCN's Membership, Commissions and experts in the cost effective attainment of the objectives of the World Heritage Convention;

**WHEREAS**, at its nineteenth ordinary session held from 2 to 7 December 1996 in Merida, Mexico, the Committee approved the allocation of a total sum of US\$.... (.....US dollars) from the World Heritage Fund for the implementation of the World Heritage Convention in 1997; and of which, earmarked US\$..... (.....US dollars) as payment for Advisory and Support Services to be provided by IUCN in 1997;

**NOW THEREFORE**, UNESCO and IUCN agree as follows:

**Article I: Nature and Scope of Advisory Services**

UNESCO's World Heritage Centre will provide IUCN a sum of \$ ..... (.....thousand US dollars) in order to enable IUCN to meet all its specific obligations described in Article II of this Contract. IUCN will use the US\$.....for:

- advisory services to the World Heritage Committee and its Bureau and the World Heritage Centre, including fixed and variable costs for the preparation of evaluations of all nominations of natural and mixed properties for inscription on the World Heritage List or the List of World Heritage in Danger, as well as for the coordination with ICOMOS of cultural landscape nominations for inscription on the World Heritage List, or the List of World Heritage in Danger (see ANNEX I for the items of expenditures of the IUCN budget proposal as approved by the Committee at its 20th session held in Merida, Mexico during 2-7 December 1996);
- the undertaking of comparative studies on natural heritage including work pertaining to the preparation of a global strategy for natural heritage and liaisons with and assisting ICOMOS in studies on cultural landscapes;
- the participation in the statutory meetings of the Bureau, Committee and/or States Parties in 1997, in expert meetings convened by, or in collaboration with the World Heritage Centre, as well as in other meetings necessary for the proper coordination and/or implementation of work with the World Heritage Centre, to support to the implementation of the Strategic Action Plan for Training in natural heritage as approved by the Committee December 1995, and/or for the coordination and review of nominations by designated expert representatives of the IUCN secretariat, commissions and membership.

## Article II: Specific Obligations of IUCN

IUCN shall, in co-operation with the World Heritage Centre of UNESCO, fully utilizing the resources of the global network of its membership, and specifically the network of CNPPA, including the CNPPA Chair and the Vice-Chair (World Heritage) and recognized experts:

- 1) carry out, in a technically professional, timely, culturally sensitive and cost-effective manner, evaluations of all nominations of natural or mixed natural/cultural properties to the World Heritage List as stipulated in the Operational Guidelines for the implementation of the World Heritage Convention;

To these ends, IUCN shall for each natural or mixed natural/cultural property nominated for inscription on the World Heritage List, as well as for referred and deferred nominations on which additional information has been submitted by the State Party concerned:

- a) Examine each nomination and inform the Secretariat of UNESCO in writing if additional information is required;
- b) Schedule and field expert missions to all of the newly nominated sites, drawing on appropriate and qualified experts with a specific knowledge of the type of property and resources concerned and with the capability to evaluate the universal values and integrity of the sites; use of regional expertise in evaluation missions must be assigned highest priority, and as a consequence, the costs of evaluation missions for the different regions must be kept as low as possible without diminishing the quality and credibility of the work;
- c) Prepare, making use of expertise in the type of property concerned, a written professional evaluation of the nomination and of the site nominated, which includes:
  - i. An objective summary description of the nomination of the property as submitted by the State Party (in coordination with the World Conservation Monitoring Centre (WCMC), Cambridge, UK);
  - ii. A scientific comparison of the property with other properties of the same type and will provide specific recommendations to the Committee on whether or not the nominated property qualifies for inscription on the World Heritage List, and under which criteria;



- iii. A summary of the outstanding and distinctive characteristics and an objective statement of specific World Heritage values of the site which could be used for promotional purposes, a description and evaluation of the legislative and regulatory protection and an analysis of its implementation, a concise description and evaluation of the management structure and its capabilities to effectively conserve World Heritage values of the site and, as appropriate, recommendations on measures which may be taken by the State Party to ensure site integrity and/or improve the management, protection, conservation, presentation and of the site;
  - iv. The evaluation must provide sufficiently detailed site-specific base-line information for future use in the monitoring changes in World Heritage values and reporting by the States Parties on the state of conservation of the site;
  - v. And as a supplement to the written evaluation, a selection of no less than 10 original 35mm colour slides reflecting the primary features, conditions and World Heritage values of each site evaluated;
- d) Transmit the final documents containing the evaluations mentioned under (a) above in 65 copies in English and 50 copies in French to the World Heritage Centre not later than 1 May 1997 for distribution to members of the Committee and participants at the meeting of the Bureau ;
  - e) Endeavour to obtain any complementary information on particular nominations requested by the Bureau of the Committee, revise these documents accordingly and transmit 100 copies in English and 75 copies in French not later than 14 October 1997 to the World Heritage Centre for distribution to the Committee and participants to the Committee session ;
- 2) Provide technical, logistic and promotional support and materials through IUCN offices in the different regions of the world for the implementation of the World Heritage Strategic Action Plan for the Training of Natural Heritage Specialists;
  - 3) Provide advisory and administrative services to the World Heritage Centre, upon request, to evaluate, report on and respond to requests for threatened and/or potentially threatened site assessment, technical cooperation, organization and provision of training courses and individual fellowships submitted by States Parties;

- 4) Complete thematic studies on geological/fossil sites and the conditions of integrity, and undertake other such studies as may be requested by the World Heritage Committee; collaborate in the development and implementation of the Global Strategy for a representative World Heritage List and participate in related expert meetings;
- 5) Attend all sessions of the Bureau and Committee, and such meetings of States Parties as may be called in 1997, and expert meetings convened by, or in collaboration with the World Heritage Centre, as well as any other meetings necessary for IUCN review and for the proper and timely coordination and/or delivery of work for the World Heritage Centre;
- 6) Supply in writing, upon request, data (quantitative as far as possible) on the main achievements and/or deficiencies of the activity or activities undertaken for the implementation and/or promotion of the Convention, emphasizing:
  - a. The practical results and the final outcome of the activity or activities (e.g. training, monitoring of the state of conservation of properties inscribed on the World Heritage List and the List of World Heritage in Danger, innovations, promotion of adherence to the Convention, improvement or transfer of knowledge, exchange of experience or information, greater participation by women, strengthening of regional and/or international co-operation, etc.;
  - b. Unforeseen results;
  - c. Difficulties encountered in implementing the activities ;
  - d. Lessons learnt and experience gained; and
  - e. Other information, so as to assist UNESCO's evaluation of such activities;
7. The Contractor shall periodically present to the Centre upon request interim expenditure reports, and by 1 October 1997 present to the Centre a detailed statement showing how the funds received were spent up to that date, and submit a final complete financial statement at the end of the year. The Contractor will make available to UNESCO, on demand, the records and justifications pertaining to the above mentioned financial expenditures. The Contractor will present to the Centre on, or before 1 October 1997, detailed budgetary proposals and proposed work plan for 1998 as stipulated in the World Heritage Centre-IUCN Memorandum of Understanding, and in the related

supplementary budget format previously provided to IUCN by the Centre.

### Article III: Obligations of UNESCO

- 1) UNESCO shall make a direct payment out of the World Heritage Fund of US\$ ..... (.....thousand US Dollars) to IUCN.
- 2) Payment shall be made in the following manner :
  - i. Advance payment for work to be performed not exceeding one third of the total of..... US\$, upon signature and return of two signed copies of this Contract to UNESCO;
  - i. The first installment of US\$ .... (..... thousand US Dollars) upon submission of a tentative schedule of activities, the names and summary curriculum vitae of the experts proposed and the actual and estimated costs for the evaluation of each site nominated for inscription on the World Heritage List in 19967;
  - iii. Subsequent installments (excluding the final payment), not exceeding a total of eight, each payable upon receipt and approval by UNESCO of documentation for activities defined under Articles I and II, a financial statement of actual funds expended to-date and an estimate of expenses foreseen for the period up to the next installment;
  - iv. The final installment not exceeding 10% of the total amount expended by IUCN for authorized work performed, and paid in previous installments upon IUCN meeting all obligations mentioned under Article II of this Contract, upon receipt and approval by UNESCO of a financial statement of all expenses incurred against the previous installments and upon receipt and approval by UNESCO of a detailed report by IUCN on all activities carried out for the year 1997.

### Article IV :

Neither IUCN, nor anyone it may employ to carry out the work is to be considered as an agent or member of the staff of UNESCO and, except as otherwise provided herein, they shall not be entitled to any privileges, immunities, compensations and reimbursements, nor are they authorized to represent UNESCO or to commit UNESCO to any expenditure or other obligations.

### Article V :

Unless otherwise provided herein, IUCN shall bear all the expenses of carrying out the work necessary to meet all obligations as defined by Article II of this Contract.

**Article VI :**

IUCN shall be responsible for dealing with any claims which may be brought by third parties against UNESCO, its property, its personnel or other persons performing services on its behalf under this Contract and shall hold UNESCO, its property, its personnel and such persons harmless of any such claims except in cases where it is agreed by UNESCO and IUCN that the claims arise from the gross negligence or willful misconduct of such personnel or persons.

**Article VII :**

IUCN undertakes full responsibility for the purchase of any insurance which may be necessary in respect of any loss or damage occurring during the execution of the work under this Contract.

**Article VIII :**

Any part of the funds contributed by UNESCO under this present Contract which remain uncommitted by 31 January 1998 shall revert back to UNESCO, World Heritage Fund.

**Article IX :**

The copyright in all countries and all proprietary rights in written reports referred to in Article II above shall be the joint property of UNESCO and IUCN.

**Article X :**

IUCN hereby warrants that it has the right to grant the copyright and other rights referred to in this Contract and that the documents shall be free from libelous or other unlawful material and that it will indemnify UNESCO against all loss, injury or damage (including any legal costs or expenses properly incurred) occasioned to UNESCO in consequence of any breach of this warranty.

**Article XI : Final Provisions**

1. The present Contract shall enter into force upon signature and shall remain in force until 31 January 1998 at the latest.
2. It may be modified by written agreement between UNESCO and IUCN.

3. This Contract may be terminated by either party upon written notice to the other and shall terminate 60 days after receipt of such notice.
4. The obligations assumed by UNESCO and IUCN under this Contract shall survive the termination of this Contract to the extent necessary to permit the orderly withdrawal of any personnel, funds and property of UNESCO and the settlement of accounts between the parties hereto.
5. All disputes arising out of, or in connection with, the present Contract, shall be settled primarily by mutual understanding. However, if no amicable settlement is arrived at by the Parties, either of the two parties shall have the right to submit the dispute concerned to an arbitrator chosen by their common accord.

Failing agreement on the choice of an arbitrator, the latter shall be designated by the Chairman of the "Tribunal de Grande Instance de Paris" at the request of the most diligent party.

The arbitration proceedings shall take place in Paris and shall be in accordance with such rules and procedures as may be established and adopted by the arbitrator. The decision of the arbitrator shall, taking into account relevant scales established in respect of similar arbitrations by the International Chamber of Commerce, determine the expenses of the arbitration which may be ordered to be either apportioned between the two parties or paid by one of them only. The award rendered shall be final, conclusive and without further recourse.

**Signed on behalf of  
UNESCO**

**Signed on behalf of  
Contractor**

.....

(Signature)

.....

(Signature)

.....

(Date)

.....

(Date)

Contract No \_\_\_\_\_

Advisory and other Services to the  
World Heritage Committee in the Implementation  
of the World Heritage Convention during the Year 1997

CONTRACT BETWEEN

The United Nations Educational, AND  
Scientific and Cultural  
Organization (hereinafter  
called "UNESCO") with its  
Headquarters in Paris acting  
on behalf of the World  
Heritage Committee

The International  
Council on Monuments  
and Sites (hereinafter  
called "ICOMOS"),  
49-51, Rue de la  
Federation  
750015 Paris  
France

WHEREAS the General Conference of UNESCO at its 17th session in 1972 adopted the Convention concerning the protection of the World Cultural and Natural Heritage (hereinafter referred to as "the Convention"),

WHEREAS under Article 13(7) and 14(2) of the Convention, the Committee and the Director-General of UNESCO, respectively, are authorized to seek advice from and utilize the services of ICOMOS in the preparation of the Committee's documentation for the meeting of the Bureau of the Committee scheduled for ..... June 1997, and the meeting of the Committee scheduled for ..... December 1997, respectively,

WHEREAS at its twentieth ordinary session held from 2 to 7 December 1996 in Merida, Mexico, the Committee approved the allocation of a total sum of ..... million US dollars from the World Heritage Fund for the implementation of the World Heritage Convention in 1997,

NOW THEREFORE UNESCO and ICOMOS agree as follows:

Article I: Nature and Scope of Advisory Services

UNESCO's World Heritage Centre will provide ICOMOS a sum of US\$ ..... (..... thousand US dollars) in order to enable ICOMOS to meet all its specific obligations described in Article II of this Contract. ICOMOS will use the US\$ ..... for: advisory services to the World Heritage Committee and its Bureau and the World Heritage Centre, including costs of staff

and travel for the preparation of evaluations of all nominations of cultural and mixed properties for inscription on the World Heritage List or the List of World Heritage in Danger; the undertaking of comparative studies; for the participation in the meetings of the Bureau and the Committee in June and December 1997 respectively, in expert meetings convened by or in collaboration with the World Heritage Centre, as well as any other meetings necessary for the proper coordination of work with the World Heritage Centre.

## Article II: Specific Obligations of ICOMOS

ICOMOS shall, in co-operation with the World Heritage Centre of UNESCO

- A) carry out evaluations of all nominations of cultural or mixed natural/cultural properties to the World Heritage List and List of World Heritage in Danger as laid down in the Operational Guidelines for the implementation of the World Heritage Convention;

To these ends, ICOMOS shall:

- a) for each cultural or mixed natural/cultural property nominated for inscription on the World Heritage List:
- i. examine each nomination and inform the Secretariat of UNESCO if additional information is required;
  - ii. field expert missions to all of the newly nominated sites, drawing on experts with a specific knowledge of the cultures concerned and with the capability to evaluate the universal values of the sites in the geo-cultural context of the region. As far as possible it is recommended to make use of expertise available in the region concerned;
  - iii. prepare, making use of expertise in the type of property concerned, a written professional evaluation of the nomination and of the site nominated, and including a comparative evaluation of the property in relation to other properties of the same type and specific recommendations to the Committee on whether or not the nominated property qualifies for inscription on the World Heritage List. This applies equally to referred and deferred nominations on which additional information might have been submitted by the State Party concerned. Evaluations of nominations of cultural landscapes will be undertaken in consultation with IUCN;

- iv. the written evaluation will also include a summary of the characteristics and a clear statement of the World Heritage values of the site which could be used for promotional purposes, a description and evaluation of the legislative protection and its implementation, a description and evaluation of the management structure of the site and, if appropriate, recommendations on measures that should be taken by the State Party to ensure or improve the conservation, protection and management of the site;
- v. the evaluation should provide the basis for site specific base-line information for future use in the monitoring and reporting by the States Parties on the state of conservation of the site;
- b) transmit the final documents containing the evaluations mentioned under a) above in 65 copies in English and 50 copies in French to the World Heritage Centre not later than 1 May 1997 for distribution to members of the Committee and participants at the meeting of the Bureau;
- c) endeavor to obtain any complementary information on particular nominations requested by the Bureau of the Committee, revise these documents accordingly and transmit 100 copies in English and 75 copies in French not later than 14 October 1997 to the World Heritage Centre for distribution to the Committee and participants to the Committee session;
- d) provide advisory services to the World Heritage Centre, upon request, to evaluate requests for technical cooperation, organization of training courses and individual fellowships submitted by States Parties;
- e) cooperate with the World Heritage Centre and the States Parties in implementing the Operational Guidelines approved by the Committee;
- f) continue thematic studies on industrial heritage, twentieth century architecture and authenticity, and initiate new studies as requested; collaborate in the development and implementation of the Global Strategy for a representative World Heritage List and participate in expert meetings on this matter;
- g) attend the twenty-first ordinary sessions of the Bureau of the Committee from ..... June 1997 and ..... 1997, and of the Committee, ..... December 1997, expert meetings convened by or in collaboration with the World Heritage Centre, as well as any other meetings necessary for proper coordination of work



with the World Heritage Centre;

- B) supply in writing, upon request, data (quantitative as far as possible) on the main achievements of the activity or activities undertaken for the implementation and/or promotion of the Convention, emphasizing: 1) the practical results and the final outcome of the activity or activities (e.g. training, monitoring of the state of conservation of properties inscribed on the World Heritage List and the List of World Heritage in Danger, innovations, promotion of adherence to the Convention, improvement or transfer of knowledge, exchange of experience or information, greater participation by women, strengthening of regional/international co-operation, etc.; 2) unforeseen results; 3) difficulties encountered in implementing the activities; 4) lessons learnt; and 5) other information, so as to assist UNESCO's evaluation of such activities.

The Contractor shall present to the Centre by 1 October 1997 a detailed statement showing how the funds have been spent up to that date and submit a final financial statement at the end of the year. The Contractor will make available to UNESCO, on demand, the records and justifications pertaining to this financial statement. The Contractor will present by 1 October 1997 detailed budgetary proposals for 1998.

### **Article III: Obligations of UNESCO**

- 1) UNESCO shall make a direct payment out of the World Heritage Fund of US\$ ..... (..... thousand US Dollars) to ICOMOS.
- 2) Payment shall be payable in the following manner:
  - i. the first instalment of US\$ ..... (..... thousand US Dollars) upon signature and return of two signed copies of this Contract to UNESCO, a tentative calendar, including the names of the experts chosen for the evaluation of sites nominated for inscription on the World Heritage List in 1997;
  - ii. the second instalment of US\$ ..... (..... thousand US Dollars) upon the completion of the evaluation process as described in article II a) and b), the participation in and the provision and approval by UNESCO of the necessary documents and services by ICOMOS for the conduct of the twenty-first ordinary session of the Bureau of the Committee scheduled for ..... June 1997 and upon receipt and approval by UNESCO of a financial statement of expenses incurred against the first instalment of US\$ ..... ;

- iii. the third and final instalment of US\$ .....  
(..... thousand US Dollars) upon participation in  
and the provision and approval by UNESCO of the  
necessary documents and services by ICOMOS for the  
conduct of the twenty-first session of the World  
Heritage Committee scheduled for ..... December  
1997, upon ICOMOS meeting all obligations mentioned  
under Article II of this Contract, upon receipt and  
approval by UNESCO of a financial statement of all  
expenses incurred against the last two installments  
totalling US\$ ..... and upon receipt and approval  
by UNESCO of a short report by ICOMOS on the  
activities carried out for the year 1997.

**Article IV:** Neither ICOMOS, nor anyone it may employ to carry out the work is to be considered as an agent or member of the staff of UNESCO and, except as otherwise provided herein, they shall not be entitled to any privileges, immunities, compensations and reimbursements, nor are they authorized to commit UNESCO to any expenditure or other obligations.

**Article V:** Unless otherwise provided herein, ICOMOS shall bear all the expenses of carrying out the work necessary to meet all its obligations under this Contract.

**Article VI:** ICOMOS shall be responsible for dealing with any claims which may be brought by third parties against UNESCO, its property, its personnel or other persons performing services on its behalf under this Contract and shall hold UNESCO, its property, its personnel and such persons harmless of any such claims except in cases where it is agreed by UNESCO and ICOMOS that the claims arise from the gross negligence or wilful misconduct of such personnel or persons.

**Article VII:** ICOMOS undertakes full responsibility for the purchase of any insurance which may be necessary in respect of any loss or damage occurring during the execution of the work under this Contract.

**Article VIII:** Any part of the funds contributed by UNESCO under this present Contract which remain uncommitted by 31 January 1998 shall revert back to UNESCO, World Heritage Fund.

**Article IX:** The copyright in all countries and all proprietary rights in written reports referred to in Article II above shall be the joint property of UNESCO and ICOMOS.

**Article X:** ICOMOS hereby warrants that it has the right to grant the copyright and other rights referred to in this Contract and that the documents shall be free from libellous or other unlawful material and that it will indemnify UNESCO against all loss, injury or damage (including any legal costs or expenses properly incurred) occasioned to UNESCO in consequence of any breach of this warranty.

## Article XI: Final Provisions

1. The present Contract shall enter into force upon signature and shall remain in force until 31 January 1998 at the latest.
2. It may be modified by written agreement between UNESCO and ICOMOS.
3. This Contract may be terminated by either party upon written notice to the other and shall terminate 60 days after receipt of such notice.
4. The obligations assumed by UNESCO and ICOMOS under this Contract shall survive the termination of this Contract to the extent necessary to permit the orderly withdrawal of any personnel, funds and property of UNESCO and the settlement of accounts between the parties hereto.
5. All disputes arising out of, or in connection with, the present Contract, shall be settled primarily by mutual understanding. However, if at the expiration of a six-month period starting from the date the dispute arises, no amicable settlement has been arrived at, or even before the end of this period, if UNESCO formally certifies in writing that in its opinion there is no reasonable possibility that an amicable settlement will be reached by the parties, either of the two parties shall have the right to submit the dispute concerned to an arbitrator chosen by their common accord. Failing agreement on the choice of an arbitrator, the latter shall be designated by the Chairman of the "Tribunal de Grande Instance de Paris" at the request of the most diligent party. The arbitration proceedings shall take place in Paris and shall be in accordance with such rules and procedures as may be established and adopted by the arbitrator. The decision of the arbitrator shall, taking into account relevant scales established in respect of similar arbitrations by the International Chamber of Commerce, determine the expenses of the arbitration which may be ordered to be either apportioned between the two parties or paid by one of them only. The award rendered shall be final, conclusive and without further recourse.

Signed on behalf of  
UNESCO

Signed on behalf of  
Contractor

.....  
(Signature)

.....  
(Signature)

.....  
(Date)

.....  
(Date)

*Sample Proposed Budget 199\_*

**[Advisory Body] ACTIVITIES IN SUPPORT OF  
THE WORLD HERITAGE CONVENTION**

**I. Proposed Nomination Evaluation and Related Costs Budget**

**A. Professional Support**

**a. Professional coordination**

Coordination and management of the evaluation process  
and support for the development of complementary studies  
and monitoring:

	Previous Budget	Proposed Budget
Professional coordination @ \$___/m @ P-5 level [# months]	\$___	\$___
Consultancy fees ( <i>attach itemization</i> )	\$___	\$___
Expenses (travel, DSA) ( <i>attach itemization</i> )	\$___	\$___
Assistant Coordinator @\$___/m @ P-3 level [# months]	\$___	\$___

Clerical assistant to compile and maintain World  
Heritage database @ \$\_\_\_/m [# months]

\$\_\_\_ \$\_\_\_

**b. Staff support**

Staff time (book-keeper, clerical, documentation)  
devoted to World Heritage (*if not included in overhead*  
*%, itemize*)

\$\_\_\_ \$\_\_\_

**Staffing Cost Subtotal**

\$\_\_\_ \$\_\_\_

**B. Evaluation Process**

**a. Preparation of evaluations**

Consultation of experts on significance of  
nominated properties.

Fees/salaries

\$\_\_\_ \$\_\_\_

Travel

\$\_\_\_ \$\_\_\_

DSA

\$\_\_\_ \$\_\_\_

(*attach itemization*)

**b. Site evaluation missions**

Missions by experts to properties nominated in 199\_  
and deferred properties (#\_\_\_properties).

Fees/salary	\$ _____	\$ _____
Travel	\$ _____	\$ _____
DSA	\$ _____	\$ _____

(attach itemization/mission: site, schedule, participants, cost breakdown [fee/salaries, travel, DSA] )

Missions to cultural landscapes and mixed properties nominated in 199\_ (# \_\_\_ of properties).

Fees/salary	\$ _____	\$ _____
Travel	\$ _____	\$ _____
DSA	\$ _____	\$ _____

(attach itemization/mission)

**Site Mission Subtotal**      \$ \_\_\_\_\_ \$ \_\_\_\_\_

**c. Evaluation/Policy Panel Meetings**

Meetings of World Heritage Experts/Support Group/Panel Members

Travel	\$ _____	\$ _____
DSA	\$ _____	\$ _____

(attach itemization/meeting)

Related meeting costs: Interpretation, translation, preparation of working papers, hire of meeting room, hire of interpretation installation, hire of projection equipment, (etc.)

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**d. Preparation of evaluation documents**

# of copies (# \_\_\_ English, # \_\_\_ French) for July Bureau Meeting and #s of copies (# \_\_\_ of English, # \_\_\_ of French) for December Bureau/Committee Meetings, plus # \_\_\_ produced for internal use, and experts.

* Origination costs (preparation of illustrations, translation, slide preparation, litho plates, etc.)	\$ _____	\$ _____
* Production costs (paper, printing, collation, binding)	\$ _____	\$ _____
* Shipping	\$ _____	\$ _____

**Evaluation Process Subtotal**

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**C. Meetings of World Heritage Bureau, Committee and Advisory Bodies**

Attendance of officers, experts, and staff

Bureau, Paris, July 199\_

Travel	\$ _____	\$ _____
DSA	\$ _____	\$ _____

Committee December 199\_

Travel	\$ _____	\$ _____
DSA	\$ _____	\$ _____

Advisory Body Meeting(s)

Travel

\$ \_\_\_\_\_ \$ \_\_\_\_\_

DSA

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**Meetings Subtotal**

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**D. Intellectual Development of the Convention (Global Strategy)**

Further development of studies on heritage and  
and initiation of new studies [*identify each activity*].

Participation in, and organization of expert meetings [*list*].

\$ \_\_\_\_\_ \$ \_\_\_\_\_

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**Intellectual Development Subtotal**

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**Advisory Body Contribution(s)**

(\$ \_\_\_\_\_) (\$ \_\_\_\_\_)

**State Party Contributions(s)**

(\$ \_\_\_\_\_) (\$ \_\_\_\_\_)

**Intellectual Development Total**

\$ \_\_\_\_\_ \$ \_\_\_\_\_

*[Attach 1 page summary per activity including statement  
of purpose, objectives, participants, venue, duration,  
methodology; itemize fees/salaries, travel, DSA,  
report production/materials cost estimates minus Advisory  
and/or State Party Contributions]*

**E. Communication costs**

Telephone, fax, postage.

**Communications Subtotal**

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**F. Indirect costs**

Pro rata contribution to costs of office space, photocopying,  
computer use, heating, light, etc. for World Heritage staff  
(Coordinator, Assistant Coordinator, clerical assistant).

*[Indicate % of direct costs; attach itemization of all  
new equipment and purchase costs]*

**Overhead Subtotal**

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**G. Evaluation Process Total**

\$ \_\_\_\_\_ \$ \_\_\_\_\_

*Sample Proposed Budget 199\_*

**[Advisory Body] ACTIVITIES IN SUPPORT OF THE  
WORLD HERITAGE CONVENTION  
(Use as applicable)**

**II. Activity Summary**

**Previous   Proposed  
Budget   Budget**

**A. Implementation of Training Strategy**  
*[Identify each proposed activity]*

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
\$ \_\_\_\_\_ \$ \_\_\_\_\_

**Training Strategy Subtotal**  
**Advisory Body Contribution**  
**State Party Contribution**

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
(\$ \_\_\_\_\_) (\$ \_\_\_\_\_)  
(\$ \_\_\_\_\_) (\$ \_\_\_\_\_)

**Training Strategy Total**

\$ \_\_\_\_\_ \$ \_\_\_\_\_

*[Attach 1 page summary per training activity including statement of purpose, objectives, participants, venue, duration, methodology and itemize fees/salaries, travel, DSA, report production/materials supplies, cost estimates minus Advisory Body and/or State Party contributions]*

**B. Reactive Monitoring**

*[Identify each proposed reactive monitoring missions]*

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
\$ \_\_\_\_\_ \$ \_\_\_\_\_  
\$ \_\_\_\_\_ \$ \_\_\_\_\_  
(\$ \_\_\_\_\_) (\$ \_\_\_\_\_)  
(\$ \_\_\_\_\_) (\$ \_\_\_\_\_)  
\$ \_\_\_\_\_ \$ \_\_\_\_\_

**Reactive Monitoring Subtotal**  
**Advisory Body Contribution(s)**  
**State Party Contribution(s)**  
**Reactive Monitoring Total**

*[Attach itemization of participants, fees/salaries, travel, DSA, and other associated costs minus Advisory Body and/or State Party contribution(s) for each mission]*

**C. Communication costs**

Telephone, fax, postage.

**Communications Subtotal**

**\$ \_\_\_\_\_ \$ \_\_\_\_\_**

**D. Indirect costs**

Pro rata contribution to costs of office space, photocopying, computer use, heating, light, etc. for World Heritage staff (Coordinator, Assistant Coordinator, clerical assistant, etc.).

*[Indicate % of direct costs; attach itemization of all new equipment and purchase costs]*

**Indirect Costs Subtotal**

**\$ \_\_\_\_\_ \$ \_\_\_\_\_**

**E. Total**

**\$ \_\_\_\_\_ \$ \_\_\_\_\_**