



Distribution Limited

CC-79/CONF.003/5
Paris, 10 September 1979
Original: English/French

UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION

CONVENTION CONCERNING THE PROTECTION OF THE
WORLD CULTURAL AND NATURAL HERITAGE

World Heritage Committee
Third session

Luxor, 23-27 October 1979

Item 10 of the Provisional Agenda: Consideration of a revised draft
text of a standard agreement between the World Heritage Committee and
States receiving technical co-operation

1. At its second session, the World Heritage Committee had before it a draft text of a standard agreement to be concluded with States receiving technical co-operation under the Convention. After examining the draft text in detail, the Committee requested the Secretariat to prepare a new, less detailed text for consideration by the Committee at its following session.

2. A revised draft text is hereby submitted to the Committee for its consideration. All the comments formulated by the members of the Committee at its second session have been taken into account.

1 OCT. 1980

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

Agreement

between

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

The Government of _____

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

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

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

(hereinafter referred to as "the Project"),

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

Article 1 - Scope and nature of the technical co-operation

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

(number and field of specialisation of experts, technicians and
skilled labour)

(number, duration and field of specialisation of fellowships)

(detailed description of equipment)

territory
distincti
2. The
exempt
agents

2. Loans and non-repayable subsidies granted by the World Heritage Committee under this Project shall be subject to a separate agreement.

3. The technical co-operation described in paragraph 1 above, shall be financed from the World Heritage Fund and implemented by the Director-General of Unesco in accordance with the regulations, rules and procedures in force in Unesco and subject to such reasonable limits as may be imposed by the difficulties of recruiting specialists, placing fellows and procuring equipment and by other factors over which the World Heritage Committee or Unesco have no control.

4. Specialists and other personnel mentioned in paragraph 1 above shall act in close consultation with the Government. The Government undertakes, however, to respect the international character of their responsibilities.

Article 2 - Obligations of the Government

1. The Government undertakes to protect, conserve and present the property in respect of which technical cooperation is provided for under this Agreement.

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

3. The Government shall display, as appropriate, suitable signs at the Project site identifying it as one receiving technical co-operation under the terms of the Convention.

4. The Government shall provide the personnel, premises and physical facilities necessary for the implementation of the Project and which are not provided by the World Heritage Committee under the terms of this Agreement, and shall contribute financially to the cost of the activities foreseen for the execution of the Project.

5. All equipment provided in accordance with this Agreement shall be primarily devoted to the execution of the Project.

6. The Government shall impose no taxes, duties or levies upon the equipment or materials or for the supplies and services necessary for the execution of the Project.

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

Article 3 - Facilities, Privileges and Immunities

1. The Government shall apply to the World Heritage Committee and/or Unesco, to the property, funds and assets allocated by them to the Project as well as to the officials, agents, experts and other persons performing services on behalf of the World Heritage Committee and/or Unesco in connection with the Project, the provisions of the Convention of the Privileges and Immunities of the Specialized Agencies, and Annex IV thereof, it being understood in particular that no restrictions shall be imposed on the right of entry into, sojourn in, and departure from

territory of those officials, agents, experts and other persons without distinction of nationality.

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

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

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

Article 4 - General Provisions

1. This Agreement shall enter into force upon signature, and may be modified by written agreement between the World Heritage Committee and the Government.

2. This Agreement may be terminated by the World Heritage Committee or by the Government upon written notice to the other and shall terminate sixty days after receipt of such notice.

3. The obligations assumed by the World Heritage Committee and the Government under this Agreement shall survive the termination of this Agreement to the extent necessary to permit the orderly withdrawal of personnel and funds and the settlement of accounts between the parties hereto.

Signed on behalf of the
World Heritage Committee

Signed on behalf of the
Government of _____

Name :

Name :

Title :

Title :

Date :

Date :