

**Agreement between the Italian Republic and UNESCO regarding the establishment of an
International Training and Research Centre on the Economics of Culture and World
Heritage – ITRECH as a centre under the auspices of UNESCO (category 2)**

The Government of the Italian Republic

and

The United Nations Educational, Scientific and Cultural Organization,

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of the protection of World Heritage,

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

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

1. In this Agreement, “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
2. “Government” means the Government of the Italian Republic.
3. The “Centre” means the International Training and Research Centre on the Economics of Culture and World Heritage – ITRECH
4. “World Heritage Convention” refers to the Convention concerning the World Cultural and Natural Heritage adopted by the UNESCO at its 17th session on 16 November 1972.
5. “Culture Sector” refers to the Culture Sector of UNESCO.

Article 2 – Establishment

The Government shall agree to take any measures in 2016 that may be required for the setting up at Turin of a centre under the auspices of UNESCO, as provided for under this Agreement, hereinafter referred to as “the Centre”.

Article 3 – Purpose of the Agreement

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

Article 4 – Legal status

1. The Centre shall be independent of UNESCO and shall be subject to Italian law.
2. The Government shall ensure that the Centre enjoys on its territory the functional autonomy necessary for the execution of its activities and the legal capacity to:
 - (a) contract;
 - (b) institute legal proceedings;
 - (c) receive subventions;
 - (d) obtain payments for services rendered,
 - (e) acquire and dispose of movable and immovable property.

Article 5 – Constitutive Act

The constitutive act of the Centre shall include provisions describing precisely:

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

Article 6 – Functions/objectives

The functions/objectives of the Centre shall be to:

- (a) assist UNESCO in the implementation of the World Heritage Convention and its “culture and development” agenda, by placing special emphasis on the management of World Heritage properties and the field of the economics of culture and urban economic development;
- (b) act as a shared platform for training and research activities, exchange and share of experiences and practices, among the various academic and educational actors working in the field of the economics of culture and the management of UNESCO World Heritage properties;
- (c) concentrate its activities on research and higher education on the interrelated topics of the economics of culture, the impact of culture on development, global urbanization and environmental sustainability, cultural diversity and the preservation of the identity of historic cities, and common heritage as a driver of cultural creativity and urban regeneration.

Article 7 – Governing Board

1. The Centre shall be managed and overseen by a Governing Board, renewed every 6 years, composed of:

- (a) a representative of the Ministry of Foreign Affairs and International Cooperation of Italy;
- (b) a representative of the Ministry of Culture of Italy;
- (c) a representative of each of the Member States which have sent to the Centre notification for membership, in accordance with the stipulations of Article 10, paragraph 2, below;
- (d) a representative of the Director-General of UNESCO;
- (e) a representative of the City of Turin;
- (f) a representative of the University of Turin (Italy);
- (g) a representative of the Polytechnic of Turin (Italy);
- (h) a representative of the International Training Centre of the International Labour Organization (ITC-ILO);
- (i) a representative of the Consortium La Venaria Reale, managing the Royal Castle and World Heritage property of “Venaria Reale”, as observer with no right to vote;
- (l) a representative of the Research Centre on the Economics of Culture “Silvia Santagata”, as observer with no right to vote;

2. The Governing Board shall:

- (a) approve the long-term and medium-term programmes of the Centre;
- (b) approve the annual work plan and budget of the Centre including staffing provisions, infrastructure requirements and operating costs;
- (c) examine the annual reports submitted by the Director of the Centre, including an annual self-assessment of the Centre’s contribution to UNESCO’s programme objectives;
- (d) examine the periodic independent audit reports of the financial statements of the Centre and monitor the provision of such accounting records necessary for the preparation of financial statements;
- (e) adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre, in accordance with the Italian national legislation;

(f) decide on the participation of international organizations and of intergovernmental organizations in the work of the Centre.

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

4. The Governing Board shall adopt its own rules and procedures.

Article 8 – UNESCO’s contribution

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of the Centre, in accordance with the strategic goals and objectives of UNESCO by:

(a) providing the assistance of its experts in the specialized fields of the Centre; and

(b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations;

(c) seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity/project within a strategic programme priority area. The legal status of seconded staff will be defined in their Terms of Reference.

2. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO’s programme and budget, and UNESCO will provide Member States with accounts relating to the use of its staff and associated costs.

Article 9 – Contribution by the Government of Italy

1. The Government, through the city of Turin, shall entirely assume the responsibility for ensuring that the necessary resources, either financially or in kind, needed for the administration and proper functioning of the Centre will be provided. In particular they shall:

(a) make available to the Centre appropriate office space, equipment and facilities, and the premises for the Headquarters of the Centre located in the International Training Centre of the International Labour Organization (ITC-ILO) of Turin;

(b) entirely assume all costs for the Centre including utilities and maintenance;

(c) contribute to the Centre in the organizational costs of the activities carried out by the Centre in accordance with its annual work plan and budget;

(d) make available to the Centre the academic, technical and administrative staff required for the effective performance of its functions.

2. The Government may contribute to programme activities such as information dissemination and sharing, capacity-building activities, research programmes, publications and logistical support.

Article 10 – Participation

1. The Centre shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.

2. Member States and Associate Members of UNESCO wishing to participate in the Centre's activities, as provided for under this Agreement, shall send to the Centre notification to this effect. The director of the Centre shall inform the parties to the agreement and other Member States of the receipt of such notifications.

Article 11 – Responsibility

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Centre, and shall also not be subject to any legal process, and/or bear no liabilities of any kind, be they financial or otherwise.

Article 12 – Evaluation

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

(a) whether the Centre makes a significant contribution to the UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of C/5 document (Programme and Budget), including the two global priorities of the Organization, and related sectoral or programme priorities and themes;

(b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.

2. UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO strategic programme objectives, to be funded by the host country or Centre.

3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.

4. Following the results of an evaluation, each of the Parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 15 and 16.

Article 13 – Use of UNESCO name and logo

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

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

Article 14 – Entry into force

This Agreement shall enter into force, following its signature by the Parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of Italy and by UNESCO’s internal regulations have been completed. The date of receipt of the last notification shall be deemed to be the date of entry into force of this Agreement.

Article 15 – Duration and denunciation

1. This Agreement is concluded for a period of six years as from its entry into force and shall be renewed for further periods by the Parties in writing once the Executive Board makes its comments based on the results of the renewal assessment provided by the Director-General of UNESCO.

2. Each of the Parties shall be entitled to denounce this Agreement unilaterally.

3. The denunciation shall take effect within 180 days following receipt of the notification sent by one of the contracting parties to the other.

Article 16 – Revision

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

Article 17 – Settlement of disputes

1. Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed to by the Parties, shall be submitted for final decision to an arbitration tribunal composed of three members one of whom shall be appointed by a representative of the Government, another by the Director-General of UNESCO, and a third, who shall preside over the tribunal, shall be chosen by the first two. If the two arbitrators cannot agree on the choice of a third, the appointment shall be made by the President of the International Court of Justice.

2. The tribunal’s decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in 2 copies in English, on 16 February 2016

For the Government of the Italian
Republic

For the United Nations Educational,
Scientific and Cultural Organization

Paolo Gentiloni

Irina Bokova

Minister of Foreign Affairs
and International Cooperation

Director-General