



Memorandum of Understanding

Between

ICCROM (International Centre for the Study of the Preservation and Restoration of Cultural Property) (hereinafter ICCROM), hereby represented by its Director-General, Dr. Stefano De Caro

and

WHITRAP Shanghai (World Heritage Institute of Training and Research for the Asia and the Pacific Region, Shanghai) (hereinafter WHITRAP Shanghai), hereby represented by its Director, Dr. Jian Zhou

regarding

Capacity Building Activities in the Asia – Pacific Region



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1. PREAMBLE

A. ICCROM is an intergovernmental organisation (IGO) created by UNESCO in 1956 and established in Rome, Italy, in 1959. It is concerned with the conservation of both movable and immovable heritage all around the world. As of today ICCROM has 131 Member States.

ICCROM aims at improving the quality of conservation as well as raising awareness about the importance of preserving cultural heritage.

ICCROM contributes to preserving cultural heritage in the world today and for the future through five main areas of activity: training, information, research, co-operation and advocacy.

B. WHITRAP Shanghai is an autonomous institution at the service of Member States and Associate Members of UNESCO that, by their common interest in the objectives of the Institute, desire to cooperate with the Institute. It focused on the cultural heritage conservation in the region of Asia and Pacific.

WHITRAP Shanghai aims to improve the overall capacity of the region on the protection, management and sustainable development of the cultural heritage through organizing regional/international training program, joint research and degree education.

WHITRAP Shanghai serves as an information database and communication platform for cultural heritage conservation in the region of Asia and Pacific, in order to meet the special context and requirements of Member States.

2. OBJECTIVE OF THE MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to establish a framework of cooperation between ICCROM and WHITRAP Shanghai for capacity building activities to be carried out at WHITRAP Shanghai for the Asia and Pacific region. It shall be identified as the parent document of any subsequent agreement executed between them.

The parties agree to implement, to the best of their ability and within the limits of the available resources, the activities according to the terms listed below.

3. RESPONSIBILITIES

ICCROM and WHITRAP Shanghai will jointly cooperate in order to establish education and professional development opportunities in the conservation of cultural heritage in the Asia and Pacific region. This cooperation shall be based on needs and opportunities as developed as part of the World Heritage Periodic Report for the Asia and Pacific region presented to the World Heritage Committee at its XXXVI session in St. Petersburg, Russian Federation in 2012, and on subsequent Periodic Reporting follow-up meetings and action plans. This collaboration may be enhanced by inclusion of other international, regional, national, and local partners as agreed for specific programmes and activities.

a) ICCROM, in its role as an Advisory Body under the World Heritage Convention will:

- provide an overall advisory role to the WHITRAP Shanghai in support of the development of training/capacity building policies and programmes;
- provide assistance, cooperation, and advice on specific mutually agreed activities related to the conservation and management of World Heritage sites, including advice on the establishment of a conservation laboratory.
- share agreed upon networks, databases, and materials of ICCROM related to the conservation of cultural heritage sites

b) The WHITRAP Shanghai in its role as a category II center under the auspice of UNESCO will:

- provide a research and training base for the conservation of the cultural heritage in the Asia and Pacific region;
- provide the necessary human, administrative, and logistic (classrooms, laboratories, office space, etc.) resources for the implementation of mutually agreed upon activities;
- construct, share, and maintain agreed upon networks, databases, and materials related to the conservation of cultural heritage sites in the Asia and Pacific region.

4. ACTIVITIES

Specific activities to be carried out as part of this Memorandum of Understanding will be subject to discussion as part of a biennial work plan to be agreed upon by the parties. Specific agreements will be developed for the implementation of individual activities, as necessary. The types of activities that could be carried out include:

- joint research and projects on issues related to the cultural heritage of the Asia and Pacific region (e.g. nominations, management, sustainable development and monitoring etc.);

- conferences, workshops, seminars and/or net-meetings for the purpose of collection and dissemination of relevant information on the conservation of the cultural heritage of the Asia and Pacific region;
- training activities to improve the capacity of professionals and other actors involved in the conservation and management of cultural heritage sites in the Asia and Pacific region.
- joint programs to support the implementation of World Heritage Capacity Building Strategy (WHC-11/35.COM/9B)

5. FINANCIAL CONSIDERATIONS

WHITRAP Shanghai will be responsible for obtaining the necessary financial support for the agreed upon activities covered by this Memorandum of Understanding. ICCROM will provide, where possible, advice on possible extra-budgetary resources of financing for specific agreed upon activities.

6. EFFECTIVE DATE AND DURATION OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall come into force upon signature of the parties and will be effective for a period of **two** years from the date of signature, with the understanding that it may be terminated by the appropriate authorities of either party giving three (3) months notice to the other party, in writing, unless an earlier termination date is mutually agreed upon. It will automatically be renewed for successive additional periods of **two** years unless either party advises in writing the other at least three (3) months prior to the expiration of the particular term of its intention not to renew.

7. AMENDMENTS

This Memorandum of Understanding may be revised by mutual consent of both parties, by the issuance of a written amendment, signed and dated by both parties.

8. ARBITRATION

The Statutes of ICCROM indicate its legal status in the following manner: “ICCROM shall enjoy, on the Territory of each Member State, the legal capacity necessary for the attainment of its aims and the exercise of its functions” (Article 8).

The WHITRAP Shanghai is granted under national legislation, the autonomous legal capacity necessary to exercise its functions and to receive subventions, obtain payments for services rendered and carry out the acquisition of all means required (Article 6)

The signatories to this Memorandum of Understanding undertake to settle amicably any differences that may arise between them over its implementation.

9. INTELLECTUAL PROPERTY

Intellectual property and copyright of all documents agreed upon produced within the framework of this Memorandum of Understanding belong jointly to ICCROM and WHITRAP Shanghai. Permission to make other use of these documents requires the agreement of both parties.

10. USE OF LOGOS

It is agreed that the logos of the parties to this agreement shall appear on the front cover of all publications and reports produced for the programme in a form to be mutually agreed upon by the parties. Partners for specific activities may also have their logos on the front cover of reports or documents produced as part of that activity if specifically agreed with them.

11. CONTACT PERSONS

Parties must have at all times one nominated person who is the contact person for the activities covered within this Memorandum of Understanding and an obligation to advise all other parties immediately of any changes. Contact persons are:

At ICCROM:

Dr. Gamini Wijesuriya
Project Manager
Tel: +39 06 585 53 316
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At WHITRAP Shanghai:

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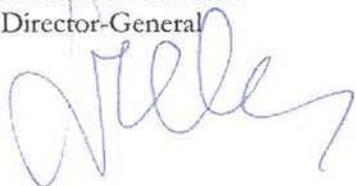
This Agreement is executed in both Chinese and English versions. In case of any discrepancy, both English and Chinese version shall prevail.

12. SIGNATURES

For ICCROM:

Date: April, 13, 2012

Dr. Stefano De Caro
Director-General



For WHITRAP Shanghai:

Date: 13.04.2012

Dr. Jian Zhou
Director

