

# AGREEMENT

Between



The United Nations Educational, Scientific and Cultural Organization  
hereinafter referred to as "UNESCO"

and

The Government of the Republic of Peru

**Regarding the Renewal of the Designation of the Regional Centre  
for the Safeguarding of the Intangible Cultural Heritage of Latin  
America (CRESPIAL) as a Category 2 Centre under the auspices of  
UNESCO in Cusco (Peru)**

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The United Nations Educational, Scientific and Cultural Organization and the Government of the Republic of Peru, hereinafter referred to as the “Parties”,

*Taking into consideration* the Final Declaration of the Thirteenth Ibero-American Summit of Heads of State and Government, Santa Cruz de la Sierra, Bolivia, November 2003,

*Recalling* the Convention for the Safeguarding of the Intangible Cultural Heritage adopted by the General Conference of UNESCO on 17 October 2003,

*Considering* that this Agreement supersedes the Agreement between the Government of the Republic of Peru and the United Nations Educational, Scientific and Cultural Organization concerning the Regional Centre for the Safeguarding of the Intangible Cultural Heritage of Latin America (CRESPIAL) in Cusco (Peru) signed on 21 July 2014, its Addendum, and the subsequent exchanges of letters allowing CRESPIAL to continue operating under the terms of the said Agreement,

*Further taking into account* to the resolution by which the General Conference of UNESCO seeks to encourage international cooperation in respect of the safeguarding of the intangible cultural heritage,

*Further recalling* Decision 212 EX/18.X, by which the Executive Board decided to renew the designation of CRESPIAL as a category 2 centre under the auspices of UNESCO and authorized the Director-General to sign the corresponding Agreement,

*Recalling furthermore* Decision 217 EX/14.VI, by which the Executive Board approved, subject to the authorization by the General Conference, the extension of the agreement between the Government of Peru and UNESCO concerning CRESPIAL until 31 December 2024, and 42 C/Resolution 31 by which the General Conference took note of the Executive Board's approval, and authorized the designation of CRESPIAL, as a category 2 centre until 31 December 2024,

*Further considering* that the validity of this Agreement and the Memorandum of Understanding between UNESCO and CRESPIAL constitute the legal basis and the



necessary condition for the latter to function as a category 2 Centre under the auspices of UNESCO,

*Desirous* of defining the terms and conditions governing the framework for cooperation between the Government of the Republic of Peru and UNESCO that shall be granted to the Regional Centre for the Safeguarding of the Intangible Cultural Heritage of Latin America (CRESPIAL) in this Agreement,

## **HAVE AGREED AS FOLLOWS:**

### **Article 1 – Definitions**

For the purposes of this Agreement:

- i. "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
- ii. "Government" refers to the Government of the Republic of Peru.
- iii. "CRESPIAL" or "Centre" refers to the Regional Centre for the Safeguarding of the Intangible Cultural Heritage of Latin America.
- iv. "Convention" refers to the Convention for the Safeguarding of the Intangible Cultural Heritage adopted by the General Conference of UNESCO in October 2003.
- v. "Participating States" refers to the Member States and Associate Members of UNESCO that have been taking part in the Centre's activities in the context of the 2014 Agreement and continue to participate in the Centre's activities, as well as to those who send to the Director of the Centre a notification to this effect, in accordance with Article 13.b of the present Agreement.
- vi. "Region" refers to Latin America.

### **Article 2 – Continuation of operation of the Centre**

The Government undertakes to take the necessary measures for the continuation of CRESPIAL as a category 2 Centre under the auspices of UNESCO in Cusco (Peru) as provided for under this Agreement.



### **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 regarding the renewal of the designation of CRESPIAL as a category 2 Centre under the auspices of UNESCO and also the rights and obligations stemming therefrom for the Parties.

### **Article 4 – Legal status**

- a. The Centre shall be independent of UNESCO.
- b. The Government shall ensure that the Centre enjoys, on the territory of the Republic of Peru, the autonomy necessary for the execution of its activities and has the legal capacity to:
  - i. contract;
  - ii. initiate legal proceedings;
  - iii. acquire and dispose of movable and immovable property.

### **Article 5 – Rules and regulations**

The Government shall ensure that the rules and regulations of the Centre include provisions describing precisely:

- i. 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 the means necessary for its functioning;
- ii. a governing structure for the Centre allowing UNESCO representation within its Administration Council.

### **Article 6 – Objectives and functions**

- a. The objectives of the Centre shall be:
  - i. to promote the safeguarding of intangible cultural heritage at the national and regional level, through the effective implementation, monitoring and proper use of the Convention and other relevant international instruments in this field, as well as through cooperation and the exchange of experiences in this field in the Region;





- ii. to consolidate and strengthen institutional capacities for safeguarding intangible cultural heritage in the Region;
  - iii. to promote the substantive inclusion of communities in safeguarding intangible cultural heritage in the Region.
- b. The functions of the Centre shall be:
- i. to encourage Participating States to adopt policies, as well as legislative and administrative provisions referred to in Article 13 of the Convention;
  - ii. to organize activities to consolidate and strengthen national capacities in the Region in the areas of identification, documentation, inventory making and safeguarding of the intangible cultural heritage present in their territories in accordance with UNESCO's global strategy in this field;
  - iii. to organize and promote cooperation between institutions and networks of professionals in its Participating States in the area of exchanging experiences, knowledge and skills in particular in relation to intangible cultural heritage as practiced in two or more of these States;
  - iv. to contribute to a better understanding of the Convention and its mechanisms at the local, national and regional level and promote regional activities to raise awareness of the importance of intangible cultural heritage;
  - v. to provide tools and methodologies for the inclusion of communities in safeguarding intangible cultural heritage.

#### **Article 7 – Administration Council**

- a. The Centre shall be guided and overseen by an Administration Council, renewed every two years, and shall include:
- i. a representative of the Government;
  - ii. representatives of the Participating States, which have sent to the Centre a notification, in accordance with Article 13.b. and have expressed interest in being represented on the Administration Council;
  - iii. a representative of the Director-General of UNESCO.



- b. The Administration Council shall:
- i. approve the long-term and medium-term programmes of the Centre;
  - ii. approve the annual work plan and budget of the Centre, including the staffing table;
  - iii. examine the annual and evaluation reports submitted by the Director of the Centre, including reports of the Centre's contribution to UNESCO's approved programme and budget (C/5), to the global strategies and action plans as well as to sectoral programme priorities, and develop response strategies for strengthening such contribution;
  - iv. 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;
  - v. adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of the Republic of Peru;
  - vi. decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre;
  - vii. elect the Members of the Executive Committee;
  - viii. appoint the Director of the Centre.
- c. The Administration Council 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 of two-thirds of its members.
- d. The Administration Council shall adopt its own regulations, in accordance with this Agreement.

#### **Article 8 – Executive Committee**

- a. To ensure the effective functioning of the Centre, the Executive Committee composed of a representative of the Government and four representatives of the Participating States elected for a four-year period by the Administration Council shall meet at least twice a year and be responsible for:



- i. monitoring the implementation of the long-term and medium-term programmes of the Centre, as approved by the Administration Council;
  - ii. monitoring the implementation of the annual work plan of the Centre as approved by the Administration Council;
  - iii. reviewing the programme, the work plan and budget and submitting its recommendations to the Administration Council;
  - iv. proposing to the Administration Council candidates for the post of Director of the Centre.
- b. The Executive Committee shall adopt its own regulations, in accordance with this Agreement.

#### **Article 9 – Secretariat**

- a. The Secretariat of the Centre shall consist of a Director and such staff as is necessary for the proper functioning of the Centre.
- b. The Director shall be appointed for a period of four years by the Administration Council after consultation with the Director-General of UNESCO. He/she shall have a university degree and recognized professional experience in at least one of the fields of intangible cultural heritage. The Director can be appointed for a maximum of two consecutive terms.
- c. The other members of the Secretariat shall be:
  - i. any person appointed by the Director of the Centre in accordance with procedures as established by the Administration Council;
  - ii. any officials that the Government can make available to the Centre, in accordance with legislation of the Republic of Peru.

#### **Article 10 - Functions of the Director of the Centre**

The Director of the Centre shall perform the following functions:

- i. direct the work of the Centre in accordance with the programmes and directives established by the Administration Council and the Executive Committee;

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- ii. propose, after consultation with UNESCO, the draft programme, work plan and budget to be submitted to the Executive Committee for recommendation to the Administration Council;
- iii. prepare the documents for the Administration Council and the provisional agenda of its meetings, including any proposal he/she deems appropriate, and to distribute them to UNESCO at least six weeks before the Administration Council meeting. UNESCO will provide feedback within two weeks of receiving them. Finally, the Centre will submit to the Administration Council a final version of those documents at least two weeks before the meeting;
- iv. prepare and submit to the Administration Council reports on the activities of the Centre every six months;
- v. represent the Centre before the courts and in all civil acts;
- vi. appoint staff members in accordance with the staffing table, General regulations and staffing rules approved by the Administration Council.

#### **Article 11 – Contribution by the Government**

- a. The Government shall contribute to CRESPIAL the amount of USD \$500,000.00 (five hundred thousand US Dollars) per year to cover the administrative costs of running the Centre, the organizational costs of the Administration Council and the Executive Committee and the costs of organizing some determined activities.
- b. The Government's contribution shall cover the period specified in Article 18 of this Agreement, as well as such extended periods of time as may be agreed to between the Parties.
- c. The Government shall review annually the use of the resources provided to the Centre.

#### **Article 12 – UNESCO's contribution**

- a. UNESCO may provide technical assistance, as needed, for the actions of the Centre, in accordance with UNESCO's Approved Programme and Budget (C/5), including global strategies and action plans, as well as sectoral programme priorities by:





- i. providing the assistance of its experts in the specialized fields of the Centre;
  - ii. engaging in temporary staff exchanges when appropriate, whereby the staff concerned shall remain on the payroll of the dispatching organizations;
  - iii. 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 or project within a strategic programme priority area.
- b. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO's Programme and Budget, and UNESCO shall provide Member States with accounts relating to the use of its staff and associated costs.

#### **Article 13 – Participation**

- a. The Centre shall encourage the participation of Member States and Associate Members of UNESCO which, given their common interest in the objectives of the Centre, desire to cooperate with the Centre.
- b. Member States and Associate Members of UNESCO from the Region wishing to participate in the Centre's activities and to be included in the Administration Council, as provided for under this Agreement, shall send to the Centre notification to this effect. The Director shall inform the Parties to the Agreement and other Participating States of the receipt of such notifications.

#### **Article 14 – Responsibility**

As the Centre is not part of UNESCO, the latter shall not be legally responsible for the acts or omissions of the Centre, and shall not be subject to legal processes, or otherwise, bear liabilities of any kind, be they financial or otherwise, except as provided for in this Agreement.

#### **Article 15 – Evaluation**

- a. UNESCO may, at any time, carry out an evaluation of the activities of the Centre, funded by the Centre or by the Government, in order to ascertain whether:
  - i. the Centre makes a significant contribution to UNESCO's prevailing Approved Programme and Budget (C/5) in force at the time of the renewal of its designation as a category 2 Centre, including global strategies and action plans as well as sectoral programme priorities;



- ii. the activities effectively pursued by the Centre are in conformity with the provisions of this Agreement.
- b. UNESCO shall, for the purpose of the renewal of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO's prevailing Approved Programme and Budget (C/5) in force at the time of the renewal of its designation as a category 2 Centre, including global strategies and action plans, as well as sectoral programme priorities. This evaluation, managed by UNESCO, shall be financed entirely by CRESPIAL.
- c. UNESCO undertakes to submit the conclusions of the renewal evaluation to the Centre and to the Government and to make available the renewal evaluation report on the relevant Programme Sector's website.
- d. Following the conclusions of a renewal evaluation, each of the Parties shall have the option of requesting a revision of the contents of the Agreement or of denouncing the Agreement, as envisaged in Articles 19 and 20.

#### **Article 16 – Use of UNESCO's name and logo**

- a. The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".
- b. The Centre is authorized to use the UNESCO logo or a version thereof on its letterhead and on documents, including electronic documents and websites, in accordance with the conditions established by the governing bodies of UNESCO.
- c. Use of UNESCO's name and logo including in the name, on letterhead and documents, including electronic documents and websites of CRESPIAL are strictly prohibited in the absence of a valid agreement between the Government and UNESCO and a valid memorandum of understanding between UNESCO and the Centre.

#### **Article 17 – Entry into force**

- a. This Agreement shall enter into force, after its signature by the Parties, on the date of receipt by UNESCO of a Note from the Government, through diplomatic channels, informing of the compliance with the national procedures required for this purpose.



- b. From the date of entry into force of this Agreement, the current exchange of letters that constituted an agreement between the Government of the Republic of Peru and UNESCO allowing CRESPIAL to continue operating under the terms of the Agreement signed on 21 July 2014 shall be terminated.

#### **Article 18 – Duration**

This Agreement is concluded for a period of eight years from the date of its entry into force. The Agreement shall be extended or terminated based on a decision of the Executive Board of UNESCO following a recommendation of the Director-General.

#### **Article 19 – Denunciation**

- a. Each of the Parties shall be entitled to denounce this Agreement, unilaterally, at any time.
- b. The denunciation shall take effect within 180 days following receipt of the notification sent by one of the Parties to the other.
- c. Should this Agreement between UNESCO and the Government of Peru be terminated, the Memorandum of Understanding between UNESCO and the Centre shall be terminated on the same date.
- d. Should the termination procedure of the Memorandum of Understanding between UNESCO and the Centre be initiated, UNESCO will promptly notify the Government of the denunciation of this Agreement in writing. In this case, the Agreement shall terminate on the same date as the Memorandum of Understanding between UNESCO and the Centre.

#### **Article 20 – Revision**

This Agreement may be revised with the written consent of the Government and UNESCO, also taking into account the recommendations of the evaluation of the renewal of the designation of CRESPIAL as a category 2 centre.





### **Article 21 – Settlement of disputes**

Any dispute arising from this Agreement shall be settled by mutual understanding of the Parties.

### **Article 22 – Privileges and immunities**

Nothing in, or relating to, the present Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO.

IN WITNESS WHEREOF, the undersigned have signed this Agreement.

DONE in two copies in English and two copies in Spanish on **12 June 2024**, both texts being equally authentic.

For the United Nations  
Educational, Scientific and Cultural  
Organization (UNESCO)

  
Ernesto Ottone R.  
Assistant Director-General for Culture

For the Government of the Republic  
of Peru

  
H.E. Ms Leslie Urteaga  
Minister of Culture

