AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF AUSTRIA

AND

THE UNITED NATIONS EDUCATIONAL,

SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO),

REGARDING

THE RENEWAL OF THE INTERNATIONAL CENTRE FOR THE PROMOTION OF HUMAN RIGHTS AT THE LOCAL AND REGIONAL LEVELS AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

The Government of the Republic of Austria

and

The United Nations Educational, Scientific and Cultural Organization

Having regard to the resolution (39 C/Resolution 32) whereby the General Conference of UNESCO seeks to favour international cooperation in respect of the promotion of human rights at the local and regional levels through the establishment of the International Centre for the Promotion of Human Rights at the Local and Regional Levels as a category 2 centre under the auspices of UNESCO,

Considering that UNESCO and the Government of the Republic of Austria signed on 16 December 2019 an Agreement for the establishment and operation in Graz, Austria, of the International Centre for the Promotion of Human Rights at the Local and Regional Levels as a category 2 centre under the auspices of UNESCO,

Recalling that the Agreement signed on 16 December 2019 entered into force on 4 September 2020 with a duration of six years, and that the Government of the Republic of Austria has manifested its desire to renew the terms of the Agreement,

Recalling Decision (224 EX/10.VII), by which the Executive Board decided to renew the designation of the International Centre for the Promotion of Human Rights at the Local and Regional Levels, Under the Auspices of UNESCO, as a category 2 centre under the auspices of UNESCO and authorized the Director-General to sign the corresponding Agreement,

Desirous of defining the terms and conditions governing the framework for cooperation between the Government of the Republic of Austria, the International Centre for the Promotion of Human Rights at the Local and Regional Levels, and UNESCO that shall be granted to the said Centre in this Agreement,

Having in mind the necessity to contribute to the promotion of human rights at the local and regional levels without discrimination of any kind in line with the Sustainable Development Goals (SDGs) of the United Nations 2030 Agenda for Sustainable Development, the United Nations Pact for the Future and other relevant initiatives agreed on by the United Nations,

Considering that UNESCO and the International Centre for the Promotion of Human Rights at the Local and Regional Levels have signed a Memorandum of Understanding on the renewal of the International Centre for the Promotion of Human Rights at the Local and Regional Levels as a category 2 centre under the auspices of UNESCO.

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

a. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.

b. “Government” refers to the Government of the Republic of Austria.

c. “Centre” refers to the International Centre for the Promotion of Human Rights at the Local and Regional Levels, located in Graz, Austria.

d. “Parties” refers to the United Nations Educational, Scientific and Cultural Organization and the Government of the Republic of Austria.

Article 2 – Operation

The Government agrees to take any measures that may be required for the continued operation of the International Centre for the Promotion of Human Rights at the Local and Regional Levels as a category 2 centre under the auspices of UNESCO, 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 the Parties regarding the International Centre for the Promotion of Human Rights at the Local and Regional Levels 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 within its territory the autonomy necessary for the execution of its activities and has the legal capacity to:

    i. contract;

    ii. institute legal proceedings;

    iii. acquire and dispose of movable and immovable property.

Article 5 – Constitutive Act

The Government shall ensure that the Constitutive Act of the Centre 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 Board.

Article 6 – Objectives and Functions

The objectives and functions of the Centre shall be to contribute to efforts at the global, regional and sub-regional levels aimed at empowering regional and local authorities to mainstream human rights and gender equality and to promote inclusion across their areas of work. These objectives are in line with the goals of the United Nations (UN) 2030 Agenda for Sustainable Development, notably Sustainable Development Goal 11 *"Make cities and human settlements inclusive, safe, resilient and sustainable"*; relevant provisions of the UN Pact for the Future, including the Global Digital Compact and having in mind the transformative effects of new and emerging technologies such as artificial intelligence; commitments of the New Urban Agenda, the "*Guidance Framework for Creating a Human Rights City"* issued by Office of the High Commissioner for Human Rights and its underlying and forthcoming UN Human Rights Council resolutions and priorities on local government and human rights; and eventual UN priorities beyond 2030. In delivering on its mandate, the Centre shall draw on UNESCO's two global priorities, namely Gender Equality and Africa, as well as on UNESCO's ongoing work against racism and all forms of discrimination, notably through the International Coalition of Inclusion and Sustainable Cities – ICCAR and the Global Alliance against Racism and Discriminations, as well as other UNESCO city-related platforms and networks. The Centre's work shall also contribute to the right to science, promoting the responsible application of scientific knowledge for the common good, the ethical development of new and emerging technologies, and the accessibility of the benefits of science for everyone, through cooperation between science and policymakers to help ensure that political decisions are grounded in rigorous scientific evidence and to support freedom of scientific research.

The Centre shall promote:

a. Capacity-building, including the provision of technical advice and training through appropriate methodologies and implementation instruments, at the local and regional level to support the implementation of a human rights-based approach ("HRBA") including gender equality throughout the programming cycle (planning, implementation, monitoring and evaluation);

b. Interdisciplinary research on mainstreaming human rights and gender equality at the local level, including on monitoring and evaluation, to be widely disseminated and also to serve as knowledge base for other functions;

c. The setting up of a clearing-house encompassing, inter alia, the systematic collection, analysis and wide dissemination of good practices at city-level among various networks;

d. Communication and outreach, conducted through an Academy and Conference on Practice series, providing a platform for knowledge exchange on programme-related topics and active engagement to enhance understanding of defined priorities and promote positive social change, and supplemented by other ongoing and continuous communication strategies; and

e. Cooperation and networking with local governments and international and regional organizations (particularly with UN agencies, programmes and bodies, the Council of Europe and others; and networks and platforms, such as ICCAR and the Global Alliance against Racism and Discriminations, United Cities and Local Governments; local and regional authorities, academia, including UNESCO Chairs, and civil society organizations active in the field of local and regional human rights implementation.

Article 7 – Governing Board

a. The Centre shall be guided and overseen by a Governing Board, renewed every four (4) years, and include:

i. a representative of the Government concerned or his/her appointed representative;

ii. a representative of the Region of Styria;

iii. a representative of the City of Graz;

iv. representatives of Member State(s), which have sent to the Centre notification for membership, in accordance with the stipulations of Article 11.b and have expressed interest in being represented on the Board;

v. a representative of the Director-General of UNESCO.

b. The Governing Board 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), global strategies and action plans as well as 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 country;

vi. decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

c. 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 of two-thirds of its members.

d. The Governing Board shall adopt its own rules of procedure.

Article 8 – Contribution by the Government

The Government shall contribute to the Centre the amount of EURO 1,600,000 (one million six hundred thousand) for a period of eight years for the administration and proper functioning of the Centre.

Article 9 – Financial Contribution to UNESCO

With a view to recovering costs incurred by UNESCO in administering, monitoring, reporting and other operational processes vis-à-vis category 2 institutes and centres, the Centre shall make an annual contribution to the corresponding UNESCO Programme Sector equivalent to at least US $1,000 by 31 December of every year from the entry into force of this agreement.

Article 10 – 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 with the Centre when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; and

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 will provide Member States with accounts relating to the use of its staff and associated costs.

Article 11 – Participation

a. 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.

b. Member States and Associate Members of UNESCO wishing to participate in the Centre's activities and to be represented on the Governing Board as a member, 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 Member States of the receipt of such notifications.

Article 12 – 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, with the exception of the provisions expressly laid down in this Agreement.

Article 13 – Evaluation

a. UNESCO may, at any time, carry out an evaluation of the activities of the Centre to be funded by the Centre or the Government in order to ascertain whether:

   i. the Centre makes a significant contribution to UNESCO's prevailing Approved Programme and Budget (C/5) at the time in which it was renewed, including global strategies and action plans as well as sectoral programme priorities;

   ii. the activities effectively pursued by the Centre are in conformity with those set out in 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) at the time in which it was renewed, including global strategies and action plans, as well as sectoral programme priorities. This evaluation, managed by UNESCO, shall be financed entirely by the Government and the International Centre for the Promotion of Human Rights at the Local and Regional Levels.

c. UNESCO undertakes to submit the conclusions of the renewal evaluation to the Centre and 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 17 and 18.

Article 14 – 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 letterheaded paper and 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 letterheaded paper and documents, including electronic documents and websites of the Centre are strictly prohibited in the absence of a valid agreement with UNESCO.

Article 15 – Entry into force

This Agreement shall enter into force, following its signature by the Parties, when the Government has informed UNESCO in writing that it has completed its internal proceedings necessary for the entry into force of the Agreement. The date of receipt by UNESCO of the notification shall be deemed to be the date of entry into force of this Agreement

Article 16 – Duration

This Agreement is concluded for a period of eight (8) years as from its entry into force. The Agreement shall be renewed or terminated on the basis of a decision by the Executive Board following a recommendation of the Director-General.

Article 17 – Denunciation

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

2. The denunciation shall take effect within 30 days following receipt of the notification sent by one of the Parties to the other.

3. Should the Memorandum of Understanding between UNESCO and the Centre regarding the renewal of the Centre be terminated, the present Agreement shall terminate on the same date.

Article 18 – Revision

This Agreement may be revised by written consent between the Government, and UNESCO, further to, and taking into account the recommendations of a renewal evaluation.

Article 19 – Settlement of disputes

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

Article 20 – 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 2 copies in the English language.

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For the Government of the Republic of Austria	For the United Nations Educational, Scientific and Cultural Organization