

AGREEMENT

BETWEEN

**THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION**

AND

CASA DE RUI BARBOSA FOUNDATION

CONCERNING

**THE ESTABLISHMENT OF A UNESCO CHAIR ON CULTURAL
POLICIES AND MANAGEMENT**

AT

**CASA DE RUI BARBOSA FOUNDATION
(RIO DE JANEIRO, BRAZIL)**

Agreement

concerning the establishment of a UNESCO Chair on Cultural Policies and Management, Casa de Rui Barbosa Foundation, Rio de Janeiro, Brazil

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO"), 7 Place de Fontenoy, 75352 Paris 07 SP, France, represented by its Director-General, Ms Irina Bokova,

and

Casa de Rui Barbosa Foundation, (hereinafter referred to as "the Foundation"), Rua São Clemente 134, Botafogo, 22260-000, Rio de Janeiro, RJ, Brazil, represented by its President, Ms Marta de Senna.

Considering that one of the essential factors favouring development in UNESCO's fields of competence is the exchange of experience and knowledge between universities and other higher education institutions;

Convinced that joint work by foundation teachers, researchers and administrators from regions all over the world will provide important benefits for the entire academic community;

Bearing in mind UNESCO's mission and objectives as set forth in its Constitution, and its role in promoting international inter-university cooperation;

Taking into account the experience of the UNESCO/UNITWIN Chairs Programme as a stimulus for academic mobility and the rapid transfer of knowledge through twinning, networking and other linking arrangements;

Have agreed as follows:

Article 1 The Foundation shall, in cooperation with UNESCO, establish a UNESCO Chair on Cultural Policies and Management (hereinafter referred to as "the Chair") at its institution.

Article 2 The purpose of the Chair shall be to promote an integrated system of research, training, information and documentation on cultural policies and management. It will facilitate collaboration between high-level, internationally-recognized researchers and teaching staff of the Foundation and other institutions in Brazil, as well as elsewhere in Latin America and the Caribbean, and in other regions of the world.

The specific objectives of this Chair are to:

- establish a center of excellence for advanced studies in cultural policies and management;
- foster the creation of a network of researchers from national and regional partner institutions and undertake research to advance knowledge and practice in cultural policies and management;

- develop advanced training activities jointly with partner institutions to train students, faculty and professionals;
- serve as a platform for networking and the sharing of knowledge and good practices notably through the creation of an online database, publications and the organization of international seminars, symposia conferences and workshops;
- contribute to the design and implementation of the National Plan for Culture; and,
- cooperate closely with UNESCO on relevant programmes and with other UNESCO Chairs, as well as with relevant institutions and experts from the Community of Portuguese-speaking Countries and the region.

Article 3 The Foundation, in consultation with UNESCO, shall appoint the Chairholder, who will be selected in accordance with the procedures described in the UNESCO's "Guidelines and Procedures for the UNITWIN/UNESCO Chairs Programme".

Article 4 The Chair shall consist of the Chairholder and the necessary teaching personnel, researchers and students required to carry out the specific training, research and outreach activities of the Chair.

Article 5 The Foundation shall sign a contract with the Chairholder for a fixed period to be determined by the Foundation, giving the Chairholder the same rights and obligations as those of other scholars of the same category at the Foundation. The contract also shall define the Chairholder's salary and benefits, travel expenses, installation grant, housing and medical insurance.

Article 6 The Foundation shall grant the Chairholder the facilities necessary to accomplish his/her academic research and training activities, i.e. the opportunity to organize and promote an integrated system of research, training, information and documentation, and to disseminate the results of research in the field of cultural policies and management.

Article 7 The Foundation shall submit to UNESCO a mid-term progress report and a final report on the activities carried out by the Chair and on the financial resources of the Chair. The reports should comply with the UNESCO template. They will be reviewed by UNESCO and will be published on the UNITWIN portal.

Article 8 The Foundation shall arrange for the Chair to participate in UNESCO programmes and activities with a view to strengthening international academic cooperation. Wherever possible, the Foundation shall arrange for the Chair to engage in the exchange of professors, researchers and

students with other universities within the framework of the UNITWIN Programme.

Article 9 Within that framework, the Foundation shall endeavour to associate the Chair with the activities of other Chairs and inter-university networks in the different regions of the world.

Article 10 Subject to the terms of this Agreement, the Foundation shall assume all expenses linked to the implementation of activities undertaken by the Chair.

Article 11 In order to demonstrate its link with UNESCO, the UNESCO Chair is invited to use the composed UNESCO/UNITWIN logo that includes the UNESCO official logo and the UNITWIN logo to the right of the former, under the following conditions:

- The conditions for the use of the logo will be determined by UNESCO and cannot be modified without the prior agreement of the latter; UNESCO shall provide the Chair with a high definition electronic format of the composed logo in compliance with the agreed specifications;
- The logo must be cautiously used with a view to avoiding misinterpretation by the general public, notably concerning the respective status of the Chair, the Foundation and UNESCO, as specified under the provisions of Article 12 of the Agreement; the composed UNESCO/UNITWIN logo shall not, under any circumstances, be used for any commercial purposes, either by the Chair or by the Foundation;
- All promotional and information materials published by the Chair or the Foundation, bearing the composed UNESCO/UNITWIN logo (example: pamphlets and other electronic documents) should bear the disclaimer: *The authors are responsible for the choice and presentation of views contained in this ...and for opinions expressed therein, which are not necessarily those of UNESCO and do not commit the Organization*; and,
- The Foundation will assume full responsibility for any legal consequences stemming from this use.

Article 12 Neither the Foundation nor any member of its staff employed for the implementation of the activities linked to the Chair shall be considered an agent, representative or member of UNESCO's staff, nor shall they enjoy any benefit, immunity, remuneration or reimbursement if not clearly foreseen in this Agreement; moreover, they shall not be authorized to present themselves as being part of UNESCO, or make statements on UNESCO's behalf, or commit UNESCO to any expense of any nature or to any other obligation.

Article 13 The Foundation shall be entirely responsible for taking any measures it deems necessary to insure itself against loss, injury or damage incurred during the implementation of these activities.

Article 14 The present Agreement shall enter into force for a period of 4 (four) years on the date of both signatures having been appended. It may be cancelled by either Party subject to 60 (sixty) days' written notice to the other Party.

Article 15 The Foundation shall request the renewal of the present Agreement before its expiry date. Any renewal of the present Agreement shall be effected by an exchange of letters between the Parties, on condition that the Chair meets its specific objectives as laid out in Article 2, and provides detailed information on activities and budget secured for the period of renewal.

Article 16 UNESCO may decide to not renew the present Agreement, or to close the Chair if the latter fails to submit timely progress reports on its activities; the reports are negatively evaluated; or the Chair's activities do not correspond to UNESCO's strategic priorities.

Article 17 In the event of a dispute, the Parties shall make a good faith effort to settle it amicably. If an amicable settlement cannot be reached, any dispute arising out of or relating to this Agreement shall be settled by a sole arbitrator appointed by mutual agreement or, failing this, by the President of the International Court of Justice at the request of either Party.

In witness whereof, the undersigned, duly authorized to that effect, have signed two copies of the present Agreement in the English language, the two copies being equally authoritative.

For the United Nations Educational,
Scientific and Cultural Organization



Irina Bokova
Director-General

Date: 10.09/17

For Casa de Rui Barbosa Foundation



Marta de Senna
President

Date: 19/09/17