

Memorandum of Understanding

between



the United Nations Educational, Scientific and Cultural Organization

7 Place de Fontenoy
75352 Paris 07 SP
France

hereinafter referred to as “UNESCO”

represented by

Ms Irina Bokova, Director-General

and



ICRC

the International Committee of the Red Cross

19, avenue de la Paix
1202 Geneva
Switzerland

hereinafter referred to as “the ICRC”

represented by

Mr Peter Maurer, President

UNESCO and the ICRC together hereinafter referred to as “the Parties”

Whereas UNESCO is a specialized agency of the United Nations seeking to mobilize partners for the achievement of its strategic goals and programme priorities, in particular for the protection and safeguarding of cultural heritage in situations of humanitarian crisis, within the framework of relevant legal standards, such as the 1954 Hague Convention for the Protection of Cultural Property in the Event of Armed Conflict and its two (1954 and 1999) Protocols, and pursuant to 38 C/Resolution 48, whereby the UNESCO General Conference adopted a strategy for the protection of culture and the promotion of cultural pluralism in the event of armed conflict;

Whereas the ICRC is an impartial, neutral and independent organization whose exclusively humanitarian mission is to protect the lives and dignity of victims of armed conflict and other situations of violence, and to provide them with assistance, as well as to endeavour to prevent suffering by promoting and strengthening humanitarian law and universal humanitarian principles, including the promotion of universal participation in, and domestic implementation of, the instruments protecting cultural property in the event of armed conflict, and whose mandate is based on the Geneva Conventions of 1949, their Additional Protocols of 1977 and the Statutes of the International Red Cross and Red Crescent Movement;

Whereas the Parties intend to maintain and further develop their longstanding cooperation for the promotion and implementation of the rules protecting cultural property in times of armed conflict;

Whereas the Parties recognize that nothing in this Memorandum of Understanding should be understood as a renunciation by the ICRC of its methods of work based on confidentiality, as well as on the Fundamental Principles of the International Red Cross and Red Crescent Movement, particularly those of neutrality, impartiality and independence;

Whereas the Parties jointly recall Article 53 of the First Additional Protocol and Article 16 of the Second Additional Protocol to the Geneva Conventions of 1949;

Whereas the Parties jointly recognize the definition of cultural property as stipulated in Article 1 of the 1954 Hague Convention for the Protection of Cultural Property in the Event of Armed Conflict, as follows:

- a) movable or immovable property of great importance to the cultural heritage of every people, such as monuments of architecture, art or history, whether religious or secular; archaeological sites; groups of buildings which, as a whole, are of historical or artistic interest; works of art; manuscripts, books and other objects of artistic, historical or archaeological interest; as well as scientific collections and important collections of books or archives or of reproductions of the property defined above;
- b) buildings whose main and effective purpose is to preserve or exhibit the movable cultural property defined in sub-paragraph (a) such as museums, large libraries and depositories of archives, and refuges intended to shelter, in the event of armed conflict, the movable cultural property defined in sub-paragraph (a);
- c) centers containing a large amount of cultural property as defined in sub-paragraphs (a) and (b), to be known as 'centers containing monuments';

Whereas the Parties jointly recognize that it is necessary to further strengthen compliance with the norms protecting cultural property through wider dissemination and implementation, and to prevent violations of those norms, which may constitute war crimes;

Whereas UNESCO possesses expertise in the protection of cultural property, as well as in the safeguarding of cultural diversity and cultural rights of populations, including in contexts of armed conflict or areas affected by natural disasters;

Whereas the ICRC has an operational presence in numerous situations of armed conflict and possesses the expertise and other appropriate capacities to contribute to the promotion of the 1954 Hague Convention and Protocols thereto, as well as other international norms protecting cultural property in the event of armed conflict, including by providing the authorities concerned with legal advice and technical support for the dissemination and national implementation of these treaties.

Now, therefore, the Parties hereby agree as follows:

Article 1 – Objectives

By the present Memorandum of Understanding the Parties commit, through joint and concerted cooperation, to carry out projects to contribute to the protection of cultural property in contexts of armed conflict in line with the following possible activities:

- (i) Encouraging ratification by States of the 1954 Hague Convention and/or of its two (1954 and 1999) Protocols;
- (ii) Providing technical advice on the domestic implementation of those treaties and, in particular, on Chapter IV of the 1999 Protocol related to penal measures;
- (iii) Cooperating in the sensitization, awareness-raising and national capacity-building of officials on the protection of cultural property in situations of armed conflict, in particular through National Committees for the implementation of International Humanitarian Law, where they exist, or other relevant national bodies;
- (iv) Cooperating in the sensitization, awareness-raising and training of humanitarian actors working in situations of armed conflict, in particular through the inclusion of information on the protection of cultural property in their professional training and the provision of accurate lists of cultural property;
- (v) Sharing information on cultural property at risk in situations of armed conflict, when and where feasible and compatible with security conditions, operational constraints (including the confidential nature of the ICRC's work), and availability of means;
- (vi) Upon the request of UNESCO or a party to the conflict, with the agreement of all parties to the conflict and in close consultation with the local actors concerned (including competent national authorities), the ICRC may assist in rescuing specific cultural property at imminent risk, for example by facilitating the evacuation of collections and/or providing supplies and equipment needed to undertake emergency safeguarding measures.

Article 2 – Joint projects

- 2.1 For each project that is identified and approved, the Parties will sign a binding agreement, hereinafter referred to as the "Project Agreement", which will define the responsibilities, rights and obligations of the Parties.

- 2.2 Each Project Agreement will determine, in particular, the:
- (i) objectives of the project;
 - (ii) activities involved in the project;
 - (iii) specific obligations of the Parties;
 - (iv) specific working procedures and conditions for the execution of the project, including evaluation;
 - (v) budget for the project;
 - (vi) possible assignment, and use by the Parties, of the intellectual property results and rights generated by the project, if appropriate; and
 - (vii) duration of the project.

Article 3 – General Conditions

3.1 Use of the name, emblem, logo or official seal of the Parties

Unless authorized in writing by the other Party, the Parties shall not use the name, emblem, logo or official seal of the other Party for advertising or any other purposes.

3.2 Public communication

Each Party will refrain from divulging any information on the activities of the other Party in the form of public communication or otherwise, unless the Parties have so agreed in writing before such communication takes place.

The content of such communication will be reviewed and approved by both Parties.

3.3 Confidentiality and respect of the Parties' respective working procedures and methods

The Parties shall not be obliged to provide each other with any information that, in their view, could jeopardize the perception of any of their respective interlocutors, in particular as regards the ICRC's confidential approach, or the trust of any of their stakeholders or of any entity or person from which or from whom that information may have been received.

3.4 Settlement of disputes

All disputes arising out of or in connection with the present Memorandum of Understanding shall be settled by mutual understanding. However, if no amicable settlement can be reached, any dispute shall be arbitrated according to the rules set out by the United Nations Commission on International Trade Law (UNCITRAL).

3.5 Termination

3.5.1 Should one of the Parties fail to meet its commitments, the other Party may terminate the present Memorandum of Understanding upon three months' written notice to the other Party. The same will apply with respect to incidents making the realization of a project extremely hazardous.

3.5.2 Upon the termination of the present Memorandum of Understanding, the Parties shall not use the name, emblem, logo or official seal of the other Party for promotion or any other purposes.

3.5.3 Amendment

This Memorandum of Understanding, including this provision, may be waived or modified at any time through a written amendment signed by each of the Parties hereto.

Article 4 – Notification

- 4.1 Each Party shall identify a focal point to act as a liaison for the implementation of the provisions of the present Memorandum of Understanding. For UNESCO, this will be the Emergency Preparedness and Response Unit within the Culture Sector, and for the ICRC this will be the Director of International Law and Policy.
- 4.2 Each Party shall inform the other Party immediately of any modification to the above mentioned focal points.

Article 5 – Privileges and immunities

Nothing in or relating to this Memorandum of Understanding should be deemed a waiver of any of the privileges and immunities of the Parties.

Article 6 – Duration

The present Memorandum of Understanding will enter into force upon signature by the Parties, and remain in force for a period of six years. Three months prior to its date of expiration, the Parties will decide mutually on whether or not to extend the Memorandum of Understanding.

Done in two original copies with English as the language of the official text.

Signed in Geneva on 29 February 2016

For UNESCO:



Ms Irina Bokova
Director-General

For the ICRC:



Mr Peter Maurer
President