



ORGANISATION DES VILLES DU PATRIMOINE MONDIAL  
ORGANIZATION OF WORLD HERITAGE CITIES  
ORGANIZACIÓN DE LAS CIUDADES DEL PATRIMONIO MUNDIAL  
منظمة مدن التراث العالمي  
ORGANIZAÇÃO DAS CIDADES DO PATRIMÓNIO MUNDIAL

ICOMOS

## Memorandum of Understanding

between

### **OWHC (Organization of World Heritage Cities)**

hereby represented by its  
Secretary General, Denis Ricard

and

### **ICOMOS (International Council on Monuments and Sites)**

hereby represented by its  
President, Gustavo Araoz

hereafter referred to as the "parties"  
regarding

## **A Framework for Collaboration on Joint Areas of Interest for the Conservation of the Cultural Heritage of World Heritage Cities**

### **1 PREAMBLE**

**OWHC**, the Organization of World Heritage Cities, is an international non-governmental organization composed of the over 250 World Heritage Cities throughout the globe. The OWHC has a unique structure which provides direct links to political, administrative and heritage management sectors in its member cities as well as youth and journalists. The primary objectives of the Organization are to:

- favour the implementation of the World Heritage Convention;
- encourage co-operation and the exchange of information and expertise on matters of conservation and management;
- develop a sense of solidarity among its member cities.

To this end, the OWHC organizes World Congresses, regional conferences, workshops, programmes and projects dealing with the challenges to be met in the realm of conservation and management as well as strategies pertaining to the preservation and development of historic cities.

**ICOMOS**, the International Council on Monuments and Sites, is an international, non-governmental organization with over 10,000 members in 110 countries. The aim of the organization is to bring together conservation specialists from all over the world and serve as a forum for professional dialogue and exchange. ICOMOS is an Advisory Body to the World Heritage Committee and provides expert advice on cultural heritage matters, including the evaluation of nominations to the World Heritage List. In addition, ICOMOS aims to:

- gather, study, and disseminate information on conservation principles, techniques and policies;
- cooperate at national and international levels in the creation and development of documentation centres specializing in conservation;
- encourage the adoption and implementation of international recommendations and conventions on cultural heritage;
- cooperate in the preparation of training programmes for conservation specialists;
- put expertise of highly qualified professionals and specialists at the service of the international community.

## **2 OBJECTIVE OF THE MEMORANDUM OF UNDERSTANDING**

The objective of this Memorandum of Understanding (MoU) is to establish a general framework of cooperation for activities to be planned and implemented jointly by OWHC and ICOMOS.

The parties agree to cooperate in implementation, to the best of their ability and within available resources, the activities and related terms listed below.

## **3 POSSIBLE AREAS OF COLLABORATION**

3.1 The parties will exchange information and research, and facilitate the global dialogue concerning the conservation of the cultural heritage of cities and urban areas throughout the world. Various joint activities are foreseen, including:

- Joint publication and dissemination of knowledge on these topics derived from the work of the two organizations.
- Reciprocal participation in training workshops at the regional and international levels.

3.2 In order to enhance the strength of the relationship between OWHC and ICOMOS will take measures to ensure the continuation of their flow of communication, and:

- Support the continued cooperation between OWHC and the ICOMOS Scientific Council and ICOMOS International Scientific Committees in those areas that reflect shared subjects of interest, in particular CIVVIH (the International Scientific Committee on Historic Towns and Villages).
- Disseminate relevant information about the other at appropriate events in order to encourage a better knowledge within its membership.
- Establish reciprocal arrangements of representation in their respective governing bodies, namely the OWHC General Assembly and the ICOMOS General Assembly, in conformity with their individual organisational Statutes and Rules of Procedure.

3.3 Cooperate in research and development of improved approaches to the conservation of the heritage of cities and urban areas.

- Participate together in any further stages of work on the project “Historic Cities in Development: Keys to Understand and Act”; and the development of new projects.
- Participate together as jury members of the OWHC’s Jean-Paul L’Allier Prize for Heritage.
- Develop strategies to better address the complex pressures experienced by historic cities throughout the world.
- Coordination and exchange to enhance work of shared interest, as appropriate, in relation to the implementation of the World Heritage Convention.

#### **4 FRAMEWORK FOR IMPLEMENTATION**

A mutually agreed upon, annual work plan will be developed by the parties to indicate the activities which will take place during the following year. In order to fulfil this requirement, an annual coordination shall be foreseen.

The implementation of this MoU will be undertaken through additional individual memoranda or contracts (Supplemental Agreement(s), as appropriate, in relation to agreed activities, which will specify the responsibilities for implementation, the overall budget, and the financial responsibility for the two parties and any other partners for that activity.

Both parties acknowledge that other areas of collaboration may be developed during the period of this agreement for inclusion in their joint and individual work plans.

#### **5 EFFECTIVE DATE AND DURATION OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding shall come into force upon signature of both parties and will be effective until **November 2018**. This Memorandum of Understanding can be renewed for successive additional periods of 5 years upon agreement of both parties. Either Party may terminate this MoU by giving the other Party six (6) months' advance written notice of termination. It is understood that any such termination shall have no effect on any Supplemental Agreements then in force between the Parties, and that the performance of such Supplemental Agreements shall be subject to their own terms and conditions.

#### **6 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.

#### **7 ARBITRATION**

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

#### **8 REPRESENTATION**

Neither party shall have the authority to incur any liability or make any commitment on behalf of the other party vis à vis any third party, contractually or otherwise, without the other party's advance express written consent.

#### **9 PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this MoU shall be deemed a waiver of any of the privileges and immunities that OWHC or ICOMOS enjoy pursuant to any bilateral host country agreement to which they are a party.

#### **10 INTELLECTUAL PROPERTY**

Intellectual property and copyright of all jointly produced documents produced within the framework of this Memorandum of Understanding shall be understood to belong jointly to OWHC and ICOMOS, unless otherwise specified in any agreement. Permission to make any commercial use of these documents requires the agreement of both parties.

## 11 USE OF LOGOS

It is agreed that the logos of the parties shall appear on the front cover of all publications, reports, and publicity material produced for activities undertaken to implement this Memorandum of Understanding, in their agreed upon form. The logos will be displayed alongside those of other partners for specific activities undertaken, as appropriate.

## 12 NOTICE

Any notice required by this Memorandum of Understanding shall be deemed properly given if sent by certified registered mail, postage prepaid, as follows:

If to OWHC  
15, rue Saint-Nicolas  
Québec, Canada G1K 1M8

If to ICOMOS:  
49-51, Rue de la Fédération  
75015 Paris, France

## 13 SIGNATURE

For OWHC:

For ICOMOS:

Denis Ricard  
Secretary General

Gustavo Araoz  
President

Date: