

AGREEMENT

BETWEEN

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

AND

THE UNIVERSITY OF PADUA

**CONCERNING THE ESTABLISHMENT OF A UNESCO CHAIR
IN HUMAN RIGHTS, DEMOCRACY AND PEACE**

AT THE UNIVERSITY OF PADUA, PADUA, ITALY

UNESCO

1999

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO"), represented by its Director-General, Mr Federico Mayor,

and

The University of Padua, Padua, (hereinafter referred to as "the University"), represented by its Rector, Professor Giovanni Marchesini.

Bearing in mind the objectives of UNESCO set forth in its Constitution and its role in contributing to peace by promoting international cooperation in order to further universal respect for justice, for the rule of law and for human rights and fundamental freedoms,

Emphasizing the importance of human rights and tolerance for maintaining peace and consolidating democracy,

Considering that one of the essential factors favouring development in the fields of competence of UNESCO is the exchange of experience and knowledge between universities,

Taking into account the experience of the UNITWIN/UNESCO Chairs Programme as a stimulus for international cooperation in higher education through twinning, networking and other linking arrangements,

Bearing in mind the desire of the University to establish a UNESCO Chair in Human Rights, Democracy and Peace,

Agree as follows:

1. The University shall, in cooperation with UNESCO, establish a UNESCO Chair in Human Rights, Democracy and Peace (hereinafter referred to as the "UNESCO Chair") within the framework of the UNITWIN/UNESCO Chairs Programme.

2. The purpose of the UNESCO Chair shall be to promote an integrated system of research, training, information and documentation activities in the field of human rights, democracy and peace. It shall serve as an instrument for facilitating subregional and regional collaboration between high-level, internationally recognized researchers and teachers, and the research and teaching staff of the University. It shall also encourage the involvement of UNESCO in the European Master's Degree Programme in Human Rights and Democratization, coordinated by the University with a view to its further development and extension to other regions.

3. The activities of the UNESCO Chair shall be conducted in English, Italian and other languages when necessary.

4. The University, in consultation with UNESCO, shall appoint the Chairholder who shall be selected by means of a procedure to be mutually agreed upon by UNESCO and the University.

5. The University shall sign a contract with the Chairholder for a fixed period to be determined by it, giving the holder the same rights and obligations as those of other scholars of the same category at the University. If applicable, the contract shall define the Chairholder's remuneration and other benefits, travel expenses, installation and housing grants and medical insurance.

6. The University shall grant the Chairholder the facilities necessary to accomplish his/her academic work and his/her research activities, i.e. the opportunity to organize and promote an integrated system of research, training, information and documentation activities in the field of human rights, democracy and peace.

7. The Chairholder is expected to initiate research and help elaborate a curriculum concerning issues of human rights, peace, democracy, tolerance and international understanding for use in the programmes of the University and as a contribution to launching a large-scale system of continuing education for human rights, democracy, and peace in Europe, with possible extension to other regions, in particular within the framework of the Plan of Action for the United Nations Decade for Human Rights Education (1995-2004).

8. The University shall submit a report to UNESCO every year presenting and evaluating the activities carried out by the Chair. If approved by UNESCO, the report may be distributed by UNESCO to the world academic community. UNESCO shall also ensure the international dissemination of information on the experience and results or potential benefits of the activities of the UNESCO Chair at the regional and international levels. The University shall also provide a detailed financial report every year showing the expenditure and contributions received for the UNESCO Chair. Initially, both reports shall cover the period starting on the date of the establishment of the UNESCO Chair and ending on 31 December 2000.

9. UNESCO shall facilitate the participation of the University in the programmes and activities of the Organization with a view to the promotion of international academic cooperation in the field of human rights, peace, democracy, tolerance and international understanding. Where possible, UNESCO shall also promote the exchange of information and documentation by professors, researchers, administrators and students of the University within the framework of the UNITWIN/UNESCO Chairs Programme.

10. Within that framework, UNESCO shall endeavour to associate the University with activities of different inter-university networks supported by the Organization, especially in Europe and, subsequently, with the network of similar Chairs in other regions of the world.

11. Subject to the terms of this Agreement, the University shall assume all expenses linked to the execution of activities undertaken by the UNESCO Chair.

12. Neither the University nor any member of its staff employed for the execution of activities linked to the UNESCO Chair shall be considered as an agent, representative or member of UNESCO's staff, nor shall they enjoy any advantage, immunity, remuneration or reimbursement if not clearly foreseen in this Agreement; moreover, they shall not be authorized to commit UNESCO to any expense of any nature or to commit it to any other obligation.

13. The University shall be entirely responsible for taking any measures necessary to insure itself against loss, injury or damage incurred during the execution of these activities.

14. Any dispute that may arise from, or in connection with, the carrying out or interpretation of the present Agreement shall be settled primarily by mutual understanding. However, if no amicable settlement can be reached, either of the two parties shall have the right to submit the dispute concerned to a binding arbitration by an arbitrator chosen by common accord. Failing agreement as to the choice of an arbitrator, the latter shall be designated by the President of the International Court of Justice at the request of the most diligent party.

15. The present Agreement shall enter into force on its signature. It may be terminated by either party subject to sixty (60) days' written notice to the other party.


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

For the United Nations
Educational, Scientific
and Cultural
Organization



Federico Mayor
Director-General

For the University of Padua,
Padua,
Italy



Giovanni Marchesini
Rector



Date: 24. 6. 98

Date: 27. 7. 99