

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

THE INTERNATIONAL ASTRONOMICAL UNION

**UNESCO Headquarters
Paris, 30 April 2013**

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The United Nations Educational, Scientific and Cultural Organization, hereinafter referred to as "UNESCO"

and

The International Astronomical Union, hereinafter referred to as the "IAU"

UNESCO and the IAU being referred to hereinafter as "the Parties"

PREAMBLE

Whereas UNESCO's mission, in implementing the 1972 *Convention concerning the protection of the world cultural and natural heritage* (the *World Heritage Convention*), is to identify, protect and transmit to future generations the natural and cultural heritage properties inscribed on the World Heritage List and List of World Heritage in Danger;

Whereas UNESCO is seeking support from civil society for the achievement of its strategic objectives and programme priorities;

Whereas the IAU's mission is to promote and safeguard the science of astronomy in all its aspects through an international cooperation that includes promotion of its history, the engagement of people worldwide in scientific field research and educational activities,

UNESCO and the IAU,

Bearing in mind their commitment to reinforce the link between Science and Culture through the recognition of scientific and technological heritage;

Recalling that the Memorandum between UNESCO and the IAU was signed in 2008 by the UNESCO Director-General and the General Secretary of IAU, and that it was extended in 2010;

Noting that the abovementioned Memorandum established a framework within which the IAU and UNESCO have developed successful and fruitful cooperation for the implementing of the Thematic Initiative "Astronomy and World Heritage";

Noting also that the activities were coordinated by the World Heritage Centre and the IAU Working Group of experts on Astronomy and World Heritage;

Noting with satisfaction that general knowledge and awareness of the heritage of astronomy has been enhanced worldwide by:

- the activities implemented during and beyond the 2009 United Nations International Year of Astronomy, a joint initiative of UNESCO and the International Astronomical Union, proclaimed through Resolution 62/200, adopted by the United Nations General Assembly;
- the publication in 2010 of the "Thematic Study on the Heritage Sites of Astronomy and Archaeoastronomy", co-edited by the IAU and ICOMOS, which has been endorsed by the World Heritage Committee and disseminated among all States Parties; and,
- the launch in 2012 of the Portal to the Heritage of Astronomy, developed in partnership with the World Heritage Centre;

Considering that, for the first time in the history of the IAU, a Division on Education, Outreach and Heritage was created by the 28th session of the IAU General Assembly in August 2012;

Emphasizing that all activities were implemented in conformity with the World Heritage Committee's decisions adopted at its 28th (2004), 29th (2005), 32nd (2008), 34th (2010), 35th (2011), 36th (2012) sessions;

Reconfirm their willingness to continue the efforts undertaken together.

In consideration of the foregoing premises, the Parties hereby agree to cooperate as follows:

Article 1 - Objectives of the Initiative

By the present Memorandum of Understanding, the Parties confirm their commitment to promoting the *World Heritage Convention* and, in particular, to continue to implement the UNESCO Thematic Initiative "Astronomy and World Heritage". This Initiative aims at the recognition, promotion and preservation of achievements in science through the nomination of the properties whose outstanding significance derives in large part from their connection with astronomy and, more broadly, with science in general.

It offers States Parties to the World Heritage Convention the possibility to evaluate and recognize the importance of this specific heritage in terms of enrichment of the history of humanity, the promotion of cultural diversity and the development of international exchanges.

The Parties hereby agree on the activities which they will undertake respectively and jointly, in order to explore and develop the feasibility, viability and impact of this Initiative, as well as on the principal conditions and modalities whereby these activities would be carried out.

Article 2 - Implementation of the Initiative

- 2.1. The Parties shall continue to work together to put into practice a joint programme of activities focused on the following four areas of cooperation:
1. implementation: to provide experts who will assist with site identification and inventory and, for given monuments and sites included on the State Parties' Tentative Lists, will provide assistance for monitoring activities, data collection, the preparation of nomination files, the development of management plans and related activities;
 2. education: to build the capacities of World Heritage property managers and enlarge their experience through fellowship programmes;
 3. promotion: to provide institutional partners who will assist with development of the data base, as well as public web pages created within the framework of the Initiative;
 4. partnerships: to create tri-partite partnerships between the Parties and others, including private sector entities, in order to gather enough financial support to implement the Initiative.
- 2.2. The Parties shall decide on the nature of the projects that will be implemented within the framework of the Thematic Initiative "Astronomy and World Heritage" upon mutual agreement.

Article 3 – Responsibilities

3.1. Responsibilities of UNESCO

UNESCO commits itself to ensuring the implementation of the Thematic Initiative "Astronomy and World Heritage" worldwide, in agreement and cooperation with the national authorities dealing with natural and cultural heritage in the States Parties to the World Heritage Convention;

UNESCO commits itself to respecting the architectural, cultural, natural and historic authenticity of properties in accordance with the World Heritage Convention, the Operational Guidelines and the relevant expert reports;

UNESCO commits itself to keeping up-to-date the information contained on the webpage of the Thematic Initiative "Astronomy and World Heritage", created on the website of the UNESCO World Heritage Centre. All rights to the website and its contents, including intellectual property rights, shall belong to UNESCO;

UNESCO commits itself to ensuring that the World Heritage Centre will coordinate, jointly with the IAU, the work of the International Working Group on Astronomy and World Heritage, composed of National Focal Points officially designated by the States Parties and representatives of the organizations involved in the implementation of the Initiative;

There will be no financial obligation for UNESCO in respect of any given Project developed within the framework of the Initiative, until the corresponding funds for such Project have been identified and received by UNESCO from an appropriate donor.

3.2. Responsibilities of the IAU

The IAU commits itself to assisting UNESCO in the implementation worldwide of the Thematic Initiative "Astronomy and World Heritage";

The IAU commits itself to providing, through its bodies, the scientific expertise in the field of Astronomy required for the implementation worldwide of the Thematic Initiative "Astronomy and World Heritage";

The IAU commits itself, through its bodies, to keeping up-to-date information regarding the implementation of the Thematic Initiative "Astronomy and World Heritage" on its relevant webpages;

The IAU commits itself to bringing scientific expertise to the Thematic Initiative "Astronomy and World Heritage" worldwide;

The IAU commits itself to coordinating, jointly with the UNESCO World Heritage Centre, the work of the International Working Group on Astronomy and World Heritage, composed of National Focal Points officially designated by the States Parties and representatives of the organizations involved in the implementation of the Initiative;

There will be no financial obligation placed on the IAU for a given Project to be developed within the framework of the Initiative.

Article 4 - Conditions and Modalities

4.1. The IAU shall keep UNESCO informed of any promotional and fund-raising opportunities and shall not develop any part of this Initiative without the involvement and prior written approval of UNESCO. Such written approval shall be considered promptly and not be unreasonably withheld.

4.2. In the event that projects are identified with corresponding funding and the Parties agree to develop it, the Parties shall conclude a project agreement

setting forth the terms and conditions of the project, to which (a) donor(s) may become a party.

- 4.3. The Parties will consult closely with relevant governmental authorities at all phases of the Initiative.
- 4.4. The Parties will collaborate closely through, an innovative approach, to promoting the nomination of sites which recognize and celebrate achievements in science, in particular, as requested by the World Heritage Committee;
- 4.5. The Parties agree to provide representatives for the International Working Group on Astronomy and World Heritage, composed of National Focal Points officially designated by the States Parties and representatives of the organizations involved in the implementation of the Initiative;
- 4.6. The Parties agree to confer and develop working methods and formal processes for the implementation of the activities within the framework of the Initiative, and to present their proposals for review and approval by both Parties no later than 6 months after the entry into force of this Memorandum of Understanding.
- 4.7. The present Memorandum of Understanding can be amended at any time, upon the formal request by one of the Parties and written confirmation of the other Party.
- 4.8. UNESCO's undertakings and activities with regard to the Initiative shall be governed by its relevant rules and procedures.

Article 5 - Scope

Territory: Worldwide

Article 6 – Duration

The present Memorandum of Understanding will take effect upon signature by both Parties. The Memorandum of Understanding is effective for the term of three (3) years from the date of signature by the Parties, and thereafter may be extended by written consent of the Parties for three (3) additional years on the basis of an evaluation undertaken by the Parties at the end of the initial term.

Article 7 – Termination

Either Party shall be entitled to terminate, with immediate effect, the Memorandum of Understanding by giving notice to that effect to the other Party, in writing, in any of the following circumstances:

- a) if either Party is unable, due to circumstances beyond its control, to continue to carry out its obligations in terms of the Memorandum of Understanding;
- b) if the other Party breaches the terms of the Memorandum of Understanding.

The present Memorandum of Understanding may not be waived, modified or changed in any manner except by a written amendment signed by each of the Parties hereto.

The present Memorandum of Understanding is concluded *intuitu personae*. Therefore, it may not be assigned nor transferred in any case.

It is understood that this Memorandum of Understanding does not confer upon the IAU any exclusivity regarding activities such as those covered by this Memorandum of Understanding and the IAU accepts that UNESCO is currently collaborating on similar activities with other partners worldwide.

Article 8 – Notification

Any notification addressed to one of the Parties will be made primarily by fax and confirmed by mail to the following address:

For UNESCO	7, place de Fontenoy 75352 PARIS 07 SP France
To:	Director of the World Heritage Centre
Fax:	+ 33 1 45 68 55 70
For IAU	98bis, boulevard Arago F-75014 Paris France
To:	IAU General Secretary
Fax:	+ 33 1 43 25 26 16

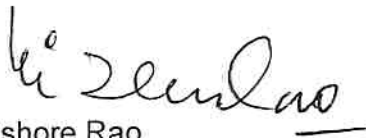
**Article 9 – Use of UNESCO and WHC Names, Emblems,
Logos or Official Seals**

The IAU may be granted the use of the names, abbreviations, emblems, logos and/or official seals of UNESCO and the World Heritage in promoting the Initiative. A written request, including a narrative and visual proposal, shall be made by the IAU and UNESCO shall do its utmost to communicate its decision within 10 working days. Proof of all materials produced with UNESCO's name(s) and/or emblem(s) shall be provided, once authorized by UNESCO, and produced by IAU to UNESCO for reporting purposes.

Concluded in two original copies in the English language, on 30 April 2013, at UNESCO Headquarters, Paris

For the United Nations Educational,
Scientific and Cultural Organization

For the International Astronomical
Union



Kishore Rao
Director
World Heritage Centre



Thierry Montmerle
General Secretary