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Cooperation Agreement

between



The United Nations Educational, Scientific, and Cultural Organization

7, place Fontenoy
75352 Paris 07 SP
France

represented by

Magdalena Landry

Director, UNESCO Regional Bureau for Science and Culture in Europe
hereinafter referred to as "UNESCO"

and

I Università
U Iuav
A di Venezia
V

Università Iuav di Venezia
Santa Croce 191, 30135 Venice, Italy

represented by

Prof. Benno Albrecht
Rector

hereinafter referred to as the "Partner"

UNESCO and the Partner together hereinafter referred to as the "Parties"

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The United Nations Educational, Scientific and Cultural Organization (UNESCO), the specialized agency of the United Nations, dedicated to promoting international cooperation in the fields of education, science, culture, communication and information, is the United Nations leading agency specialized in ocean sciences;

The Università Iuav di Venezia is a public university established under Italian law (D.P.R. 382/1980 and subsequent legislation), specialising in architecture, urban planning, design, and the arts, with a strong research vocation in the fields of built environment, cultural heritage, spatial planning, and coastal and lagoon resilience. Università Iuav di Venezia hosts a UNESCO Chair on Heritage and Urban Regeneration, co-coordinated within its research structure, and has established sustained collaborations with international organisations in the areas of climate adaptation, maritime spatial planning, and ocean governance. The university operates within the Venice metropolitan area, a UNESCO World Heritage Site, and is a founding partner of the Polo del Mare consortium, a strategic initiative combining higher education, research, and maritime governance in the Adriatic basin;

Whereas UNESCO is seeking to mobilize partners from academia, design and architecture institutions, and research centres for the achievement of its strategic goals and programme priorities;

Whereas the Partner supports the objectives of UNESCO as stipulated in its Constitution and intends to contribute to UNESCO's programme priorities;

Whereas UNESCO grants a high priority to promote Ocean Literacy, environmental sustainability and education for sustainable development, in line with the United Nations Decade of Ocean Science for Sustainable Development (2021–2030);

Whereas the Partner possesses the expertise and other appropriate capacities to contribute to ocean literacy, ocean-centric design and ocean cultures, as well as to science-driven initiatives in coastal and marine resilience, and is therefore an appropriate partner to collaborate with UNESCO in exploring and developing joint activities that strengthen the interface between ocean science, spatial design, and applied resilience planning,

Now therefore, the Parties hereby agree as follows:

Article 1 – Purpose

The purpose of this Cooperation Agreement is to determine the conditions and modalities according to which the Parties agree, through joint and concerted cooperation, to carry out common activities to contribute to Ocean Literacy.

Article 2 – Cooperation

2.1 In pursuance of the purpose set out in article 1, the Parties shall work together on the following activities:

- Development of a joint toolkit on ocean literacy and ocean-centric design, aimed at fostering interdisciplinary approaches linking ocean science, culture and spatial design;
- Development and organization of joint events, workshops, and public initiatives to promote dialogue and knowledge exchange in the fields of ocean literacy, ocean cultures, and coastal and ocean resilience;

- Development and possible implementation of joint research, educational and capacity-building initiatives in areas of mutual interest related to ocean literacy, ocean-centric design and sustainable coastal development;
- Collaboration in support of integrated maritime research, innovation and education initiatives in Venice, with particular reference to the development of a maritime district combining research, higher education, and ocean governance in the city's waterfront areas;
- Joint exploration of the conditions and modalities for potential establishing in Venice a research and training centre aligned with the objectives of the United Nations Decade of Ocean Science for Sustainable Development (2021–2030), serving as a platform for translating Ocean Decade priorities into local and regional action and for developing innovative educational programmes on ocean sustainability.

2.2 The Parties will conclude, as applicable, an appropriate agreement for each activity in connection with the present Cooperation Agreement, setting out the expected results, the resources (including any financial contribution to be provided by one Party to the other) and the implementation modalities, and the respective responsibilities and obligations of the Parties. Where the Parties agree, this may be done, with reference to the present Agreement by an exchange of letters.

Article 3 – Obligations of UNESCO

3.1 UNESCO agrees to execute the terms of the present Agreement as per Articles 1 and 2.

3.2 UNESCO will inform the Partner of UNESCO events or other initiatives to which the Partner could be engaged to advance the goals of the Parties in this Agreement.

Article 4 - Obligations of the Partner

4.1 The Partner agrees to execute the terms of the present Cooperation Agreement as per Articles 1 and 2.

4.2 The Partner will inform UNESCO of its events or other initiatives to which UNESCO could be engaged to advance the goals of the Parties in this Agreement.

Article 5 – General Conditions

5.1 Use of the Name, Emblem or Official Seal of UNESCO

Unless authorized in writing, the Partner shall not use the name, acronym or official logo of UNESCO, or any abbreviation of the name of UNESCO.

5.2 Status of UNESCO

Supporting the objectives of UNESCO and of the United Nations Organization, the Partner will respect the status of UNESCO as an intergovernmental organization of the United Nations system with its own distinct Constitution. The Partner confirms that it is not directly involved in the production of goods or the delivery of services, which would be opposed to the objectives and principles or damageable to UNESCO's, the United Nations Organization or other institutions of the United Nations system's name and reputation.

5.3 Status of the Partner

Nothing in this Agreement shall be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement or other similar relationship. Neither the Partner nor anyone whom it may employ shall be considered as an agent of UNESCO or a member of the staff of UNESCO and, except as otherwise provided

herein, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit UNESCO to any expenditure or other obligations.

5.4 Conformity with Laws

The Partner agrees to respect the laws of the country it is operating in and guarantees that it will not permit any official of UNESCO to receive a direct or indirect profit from this Agreement.

5.5 Privileges and Immunities of UNESCO

Nothing in or relating to the present Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO. The Partner shall hold harmless, defend and indemnify UNESCO against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes occurring under the present Agreement and which arise out of acts or omissions of the Partner.

5.6 Assignment

Neither Party shall assign, transfer, pledge or make other disposition of the present Agreement or any part thereof or of any of their rights, claims or obligations under the present Agreement except with the prior written approval of the other Party. Any of the aforementioned actions taken without such written approval shall not be valid.

5.7 Settlements of Disputes

Any dispute arising out of or in connection with the present Agreement shall be resolved amicably through dialogue between the Partner and UNESCO.

However, if no amicable settlement can be arrived at, any dispute shall be arbitrated according to the rules defined by UNCITRAL (United Nations Commission on International Trade Law).

5.8 Data Protection and Privacy

- a) Both Parties shall ensure an appropriate protection of any information relating to an identified or identifiable individual ("Personal Data") in accordance with UNESCO's Principles on Personal Data Protection and Privacy (<https://www.unesco.org/en/privacy-policy>) and their applicable regulations and rules. Personal Data is classified as confidential and shall be processed solely for the purpose of implementing this Agreement.
- b) The Parties warrant and represent that they shall establish and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data in compliance with best industry standards.
- c) Each Party shall promptly notify the other Party of any actual or suspected or threatened incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of this Article. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.
- d) Each Party shall notify the other Party within five working days of any complaint by an individual in respect of his/her Personal Data. The Parties shall consult with each other before taking any action as a result of or in reaction to such complaint.
- e) The obligations and restrictions in this Article shall be effective during the term of this Agreement, including any extension thereof, and shall remain effective following any termination of this Agreement, unless otherwise agreed between the Parties in writing.

- f) Unless otherwise agreed between the Parties in writing, after termination of this Agreement, both Parties shall delete and procure the deletion of all copies of Personal Data collected and processed for the performance of this Agreement. Each Party shall provide written certification to the other Party that it has fully complied with this paragraph after termination of this Agreement.

5.9 Protection from Sexual Exploitation, Sexual Abuse and/or Sexual Harassment

- a) UNESCO has zero tolerance for and is firmly committed to take all necessary measures to prevent and address instances of sexual exploitation and sexual abuse in programming activities, and sexual harassment. As such:

i. UNESCO staff, individual contractors, partners, vendors and any third parties which are involved either in joint activities or in those of UNESCO undertaken in connection with the present Cooperation Agreement (such individuals and entities being hereinafter referred to, together as the "Individuals/Entities", and individually as the "Individual/Entity") will adhere to the highest standards of integrity and conduct and will not engage in Sexual Exploitation, Sexual Abuse and/or Sexual Harassment, as defined in UNESCO's Policy on the Protection from Sexual Exploitation and Abuse and Anti-Harassment Policy¹;

ii. investigations of allegations of Sexual Exploitation and/or Sexual Abuse by Individuals/Entities involved in any of the projects/activities connected to the implementation of this Agreement, will be carried out by UNESCO in accordance with its internal policies and procedures;

iii. the Partner will be promptly notified of credible allegations of Sexual Exploitation and/or Sexual Abuse received/under investigation as well as of any allegations credible enough to warrant an investigation through the United Nations Secretary-General's reporting mechanism on Sexual Exploitation and Sexual Abuse (the "Report")²;

iv. the Partner will be promptly notified of credible allegations investigated by UNESCO as well as of any credible allegations that have been investigated by and received from UNESCO through the Report;

v. Following such receipt of information on the results of the investigation(s), UNESCO will communicate with the relevant integrity / investigation offices (or equivalent) of the Partner through the Report;

vi. with respect to credible allegations of Sexual Harassment, UNESCO will share information on measures taken with the Partner through its annual report to the Executive Board in accordance with the UNESCO Anti-Harassment Policy.

- b) Any information provided by UNESCO in accordance with this clause, will be shared in accordance with its regulations, rules, policies and procedures and without prejudice to the safety, security, privacy and due process rights of concerned individuals.

5.10 Media activities

¹ UNESCO's Policy on the Protection from Sexual Exploitation and Abuse (PSEA) can be seen at <https://unesdoc.unesco.org/ark:/48223/pf0000374906.locale=en>. UNESCO's Anti-Harassment Policy can be seen at <https://unesdoc.unesco.org/ark:/48223/pf0000258969.locale=en>.

² Pursuant to UNGA resolutions 57/306 and 70/286, the UN Secretary-General regularly reports to the UN General Assembly on measures taken to implement Protection from Sexual Exploitation and Abuse. The reports can be seen at <https://www.un.org/preventing-sexual-exploitation-and-abuse/content/data-allegations-un-system-wide>.



Each party is authorized to use the name, the logo and any element of the other party's identity, through the use of citations, references to, reproductions, representations on the occasion of the promotion of projects, of public relations operations, of interviews, of relations with the media (press files, articles, releases etc.) and of the publication of social media content throughout the world. This use, which must adhere to the image of the concerned party, must receive the prior and written consent by UNESCO when it relates to information activities external to the Partner.

5.11 Intellectual Property

All intellectual property, literary and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership data that would be created under the present cooperation shall be owned by both Parties, including, without limitation, the rights to use, reproduce, adopt, publish, and distribute any item or part thereof.

Article 6 - Non-Exclusivity

It is understood that this Agreement does not confer the Partner any exclusivity regarding activities such as those covered by this Agreement, and the Partner accepts that UNESCO is currently collaborating on similar activities worldwide with other partners.

Article 7 - Termination

7.1 Should either Party fails to meet their obligations, the other Party may terminate the present Agreement upon 3 (three) months' written notice to the other Party. The same will apply with respect to incidents making the realization of the present Cooperation Agreement extremely hazardous. Either Party may terminate the present Agreement, without cause, upon 4 (four) months' written notice to the other Party.

7.2 Upon the termination of the present Agreement, the Partner shall not use UNESCO's name, emblem or official seal, or any abbreviation of the name of UNESCO, for promoting the project(s)/activities or any other purposes.

7.3 Upon the termination of the present Agreement, the Partner shall inform all relevant, past, actual or potential partners (including all persons or bodies that have been informed by the Partner of UNESCO's participation in the Project(s)/activities), that UNESCO (i) has terminated its Agreement with The Partner, (ii) is no longer participating in the Project(s/activities).

Article 8 - Amendment

This Agreement, including this provision, may not be waived, modified or changed in any manner except by a written amendment signed by each of the Parties hereto.

Article 9 -Notification

9.1 The addresses for service of notices and communications pertaining to the present Agreement shall be:

For UNESCO:

For the Partner:

Name: Magdalena Landry

Name: Prof. Benno Albrecht

Title: Director, UNESCO Regional Bureau
for Science and Culture in Europe

Title: Rector, Università Iuav di
Venezia

Tel: +39.041.2601.515

Email: m.landry@unesco.org

Tel: +39.041.257.1726

Email: rettorato@iuav.it

9.2 Each Party shall inform the other Party immediately of any modification of the above address.

Article 10 – Duration

The present Cooperation Agreement enters into force upon signature by the Parties, and remains in force until December 31, 2027. Three months before the date of expiration of this Agreement, the Parties will mutually decide on whether or not to extend the present Agreement.

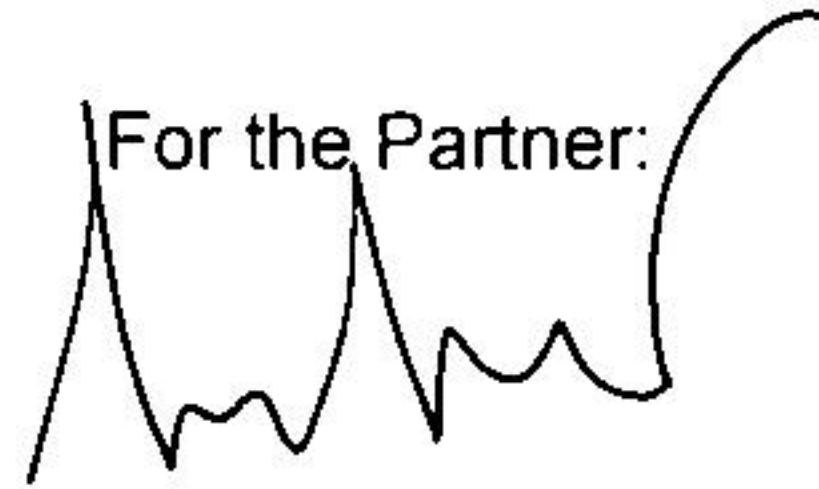
Done in two original copies

with English as the language of the official text

For UNESCO:

A handwritten signature in black ink, appearing to read 'M. Landry', with a large, stylized loop at the end.

For the Partner:

A handwritten signature in black ink, consisting of several sharp, vertical strokes followed by a long, sweeping curve.