

AGREEMENT

BETWEEN

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

AND

**THE NATIONAL RESEARCH UNIVERSITY
HIGHER SCHOOL OF ECONOMICS**

CONCERNING

**THE ESTABLISHMENT OF A UNESCO CHAIR ON COPYRIGHT,
NEIGHBOURING, CULTURAL AND INFORMATION RIGHTS**

AT

**THE NATIONAL RESEARCH UNIVERSITY
HIGHER SCHOOL OF ECONOMICS
(MOSCOW, RUSSIAN FEDERATION)**

Agreement

concerning the establishment of a UNESCO Chair on Copyright, Neighbouring, Cultural and Information Rights, at the National Research University Higher School of Economics, Moscow, Russian Federation

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO"), 7 Place de Fontenoy, 75352 Paris 07 SP, France, represented by its Director-General, Ms Audrey Azoulay,

and

The National Research University Higher School of Economics (hereinafter referred to as "the University "), 11 Pokrovsky Boulevard, Room A308, Moscow, Russian Federation, represented by its Rector, Professor Yaroslav Kuzminov,

Considering that one of the essential factors favouring development in UNESCO's fields of competence is the exchange of experience and knowledge between universities and other higher education institutions;

Convinced that joint work by university teachers, researchers and administrators from regions all over the world will provide important benefits for the entire academic community;

Bearing in mind UNESCO's mission and objectives as set forth in its Constitution, and its role in promoting international inter-university cooperation;

Taking into account the experience of the UNESCO/UNITWIN Chairs Programme as a stimulus for academic mobility and the rapid transfer of knowledge through twinning, networking and other linking arrangements;

Have agreed as follows:

Article 1 The University shall, in cooperation with UNESCO, establish a UNESCO Chair on Copyright, Neighbouring, Cultural and Information Rights (hereinafter referred to as "the Chair") at the National Research University Higher School of Economics.

Article 2 The purpose of the Chair shall be to promote an integrated system of research, training, information and documentation on copyright, neighbouring, cultural and information rights. It will facilitate collaboration between high-level, internationally-recognized researchers and teaching staff of the University and other institutions in the Russian Federation, as well as elsewhere in Europe, Asia and the Pacific, and in other regions of the world.

The specific objectives of this Chair are to:

- Contribute to policy developments and the creation of an enabling legal environment for the protection of cultural rights and the use of digital technologies and artificial intelligence for sustainable development, notably through support to the improvement of legal instruments concerning cultural heritage and freedom of creativity, freedom of expression and access to information, copyright and neighbouring rights as cultural values;
- Conduct research on copyright, neighbouring, cultural and information rights jointly with partners, and disseminate results broadly, including online;
- Support capacity enhancement of teachers, researchers, faculty, undergraduate and graduate students, practitioners and society at large in the fields of copyright, neighbouring rights, cultural rights, and information technology, including artificial intelligence;
- Foster networking, collaborative work and the sharing of knowledge and good practices. For this purpose, create a dedicated website, organize conferences and seminars, produce and disseminate publications, including a quarterly scientific journal, "Works on Intellectual Property"; and,
- Cooperate closely with UNESCO and with other UNESCO Chairs on relevant programmes and activities.

Article 3 The University, in consultation with UNESCO, shall appoint the Chairholder, who will be selected in accordance with the procedures described in the UNESCO's "Guidelines and Procedures for the UNITWIN/UNESCO Chairs Programme".

Article 4 The Chair shall consist of the Chairholder and the necessary teaching personnel, researchers and students required to carry out the specific training, research and outreach activities of the Chair.

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

Article 6 The University shall grant the Chair the facilities necessary to conduct academic research and training activities in the fields of copyright, neighbouring, cultural and information rights and to disseminate their results online.

- Article 7** The University shall submit to UNESCO a mid-term progress report and a final report on the activities carried out by the Chair and on the financial resources of the Chair. The reports should comply with the UNESCO template. They will be reviewed by UNESCO and will be published on the UNITWIN portal.
- Article 8** The University shall arrange for the Chair to participate in UNESCO programmes and activities with a view to strengthening international academic cooperation. Wherever possible, the University shall arrange for the Chair to engage in the exchange of professors, researchers and students with other universities within the framework of the UNITWIN Programme.
- Article 9** Within that framework, the University shall endeavour to associate the Chair with the activities of other Chairs and inter-university networks in the different regions of the world.
- Article 10** Subject to the terms of this Agreement, the University shall assume all expenses linked to the implementation of activities undertaken by the Chair.
- Article 11** In order to demonstrate its link with UNESCO, the UNESCO Chair is invited to use the composed UNESCO/UNITWIN logo that includes the UNESCO official logo and the UNITWIN logo to the right of the former, under the following conditions:
- The conditions for the use of the logo will be determined by UNESCO and cannot be modified without the prior agreement of UNESCO. UNESCO shall provide the Chair with a high definition electronic format of the composed logo in compliance with the agreed specifications;
 - The logo must be cautiously used with a view to avoiding misinterpretation by the general public, notably concerning the respective status of the Chair, the University and UNESCO, as specified under the provisions of Article 12 of the Agreement. The composed UNESCO/UNITWIN logo shall not, under any circumstances, be used for any commercial purposes, either by the Chair or by the University;
 - All promotional and information materials published by the Chair or the University, bearing the composed UNESCO/UNITWIN logo (example: pamphlets and other electronic documents) should bear the disclaimer: *The authors are responsible for the choice and presentation of views contained in this ...and for opinions expressed therein, which are not necessarily those of UNESCO and do not commit the Organization*; and,
 - The University will assume full responsibility for any legal consequences stemming from this use.

Article 12 Neither the University nor any member of its staff employed for the implementation of the activities linked to the Chair shall be considered an agent, representative or member of UNESCO's staff, nor shall they enjoy any benefit, immunity, remuneration or reimbursement if not clearly foreseen in this Agreement; moreover, they shall not be authorized to present themselves as being part of UNESCO, or make statements on UNESCO's behalf, or commit UNESCO to any expense of any nature or to any other obligation.

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

Article 14 The present Agreement shall enter into force for a period of 4 (four) years on the date of both signatures having been appended. It may be cancelled by either Party subject to 60 (sixty) days' written notice to the other Party.

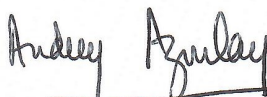
Article 15 The University shall request the renewal of the present Agreement before its expiry date. Any renewal of the present Agreement shall be effected by an exchange of letters between the Parties, on condition that the Chair meets its specific objectives as laid out in Article 2, and provides detailed information on activities and budget secured for the period of renewal.

Article 16 UNESCO may decide to not renew the present Agreement, or to close the Chair if the latter fails to submit timely progress reports on its activities; the reports are negatively evaluated; or the Chair's activities do not correspond to UNESCO's strategic priorities.

Article 17 In the event of a dispute, the Parties shall make a good faith effort to settle it amicably. If an amicable settlement cannot be reached, any dispute arising out of or relating to this Agreement shall be settled by a sole arbitrator appointed by mutual agreement or, failing this, by the President of the International Court of Justice at the request of either Party.

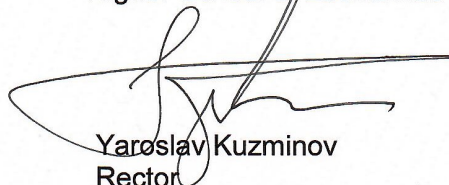
In witness whereof, the undersigned, duly authorized to that effect, have signed 2 (two) copies of the present Agreement in the English language, the two copies being equally authoritative.

For the United Nations Educational,
Scientific and Cultural Organization



Audrey Azoulay
Director-General

For the National Research University
Higher School of Economics



Yaroslav Kuzminov
Rector

Date: **- 7 AUG 2020**

Date: **07.08.2020**