

ICOMOS

Memorandum of Understanding

between

ICOMOS (International Council on Monuments and Sites) hereby represented by its President, Gustavo Araoz

and

TICCIH (The International Committee for the Conservation of the Industrial Heritage) hereby represented by its President, Patrick Martin hereafter referred to as the "Parties"

Regarding

A Framework for Collaboration on the Conservation of Industrial Heritage

PREAMBLE

1

WHEREAS ICOMOS, the International Council on Monuments and Sites, is an international, nongovernmental 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 for a better understanding, conservation and management of heritage sites, structures, ensembles and areas including landscapes in their tangible and intangible dimensions.

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.

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and

WHEREAS TICCIH's goals are to promote international cooperation in preserving, conserving, investigating, documenting, researching, interpreting, and advancing education of industrial heritage. This broad field focuses on the remains of industry – industrial sites, structures and infrastructure, machinery and equipment, housing, settlements, landscapes, products, processes, embedded knowledge and skills, documents and records, as well as the use and treatment of this heritage in the present.

Industrial heritage includes not only the remains of the Industrial Revolution, but also the traditional precursors from earlier centuries that reflect increased technical specialization, intensified productive capacity, and distribution and consumption beyond local markets, hallmarks of the rise of industrialization. Industrial heritage also includes the planning, policy-making and rehabilitation necessary to manage these remains in the face of deindustrialization.

TICCIH is an international body that includes historians, conservators, curators, architects, archaeologists, students, teachers, and heritage professionals with an interest in the development and conservation of industry and industrial society. Although TICCIH includes both individuals and institutions, it is organized through national associations in those countries where there is a recognized national body for industrial heritage.

The primary objectives of TICCIH are to:

- promote conservation best practices through communication and education;
- encourage co-operation and the exchange of information and expertise on matters of conservation and management;
- develop and diffuse awareness of the values of industrial heritage; and
- encourage inventory and evaluation of industrial heritage resources.

In pursuit of these objectives, TICCIH publishes a quarterly online Bulletin that links members and reports on timely matters regarding our shared interests. TICCIH organizes regular triennial Congresses at various locations to exchange scientific perspectives, and also promotes intermediate conferences on topical and regional themes, often in concert with related organizations explicitly focused on promoting an international perspective. TICCIH also coordinates publication projects, such as the volume Industrial Heritage Re-tooled, the TICCIH guide to Industrial Heritage Conservation (2013). In addition, TICCIH occasionally undertakes specific research and educational projects for governments and non-governmental agencies on matters related to industrial heritage conservation.

AND WHEREAS both Parties have a long-standing cooperation, expressed in particular through an earlier Memorandum of Understanding agreed by the Parties in August 2000, and the elaboration and adoption in 2011 of the ICOMOS/TICCIH Dublin Principles for the Conservation of Industrial Heritage.

Both Parties, while remaining independent and governed by their respective Statutes, wish to enhance their cooperation through this Memorandum of Understanding.

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, events, meetings and information exchange to be planned and implemented jointly by the Parties.

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

3 AREAS OF COLLABORATION

3-1 The Parties will exchange information and research, and facilitate the global dialogue concerning the conservation of industrial heritage throughout the world. Potential areas for collaboration may include:

Promotion, recognition, and conservation of industrial heritage through the implementation of the World Heritage Convention and the dissemination of the ICOMOS/TICCIH Dublin Principles;

Reciprocal participation in training workshops at national, regional and international levels; and,

Reciprocal recognition of collaboration through communication mechanisms such as links on organizational websites.

- 3-2 In order to enhance the cooperative relationship and mutual benefits to each organization and its members, ICOMOS and TICCIH will take measures to support the flow of communications, and:
 - Continue to support the cooperation between TICCIH and the ICOMOS Scientific Council and ICOMOS International Scientific Committees in those areas that reflect shared subjects of interest;
 - Disseminate relevant information to one another's organization at appropriate events in order to encourage a better mutual knowledge within the memberships of both Parties; and,
 - Establish reciprocal arrangements of representation in their respective governing bodies, namely the TICCIH Board and the ICOMOS General Assembly, in conformity with their individual organizational Statutes and Rules of Procedure.
- 3.3 Cooperate in research and development of improved approaches to the conservation of industrial heritage in support of the role of ICOMOS in the implementation of the World Heritage Convention of UNESCO. Areas for enhanced and potential collaboration may include the following activities:

TICCIH will continue to work in cooperation with ICOMOS on the development of Thematic Studies on industrial heritage topics, consistent with the goal of "Filling the Gaps in the World Heritage List". When requested by ICOMOS, TICCIH will assist in identifying experts for desk reviews and missions involved in assessing World Heritage nominations on sites with potentially significant industrial heritage components.

The Parties will cooperate in the conceptual development and the advancement of theory and conservation principles in relation to issues associated with industrial heritage, as defined in the joint ICOMOS-TICCIH Principles (2011).

4 FRAMEWORK FOR IMPLEMENTATION

An annual work plan will be developed and mutually agreed by the Parties to indicate the activities that will take place during the following year. In order to fulfill this requirement, an annual coordination shall be undertaken.

The implementation of this MoU will be advanced 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 2019. This Memorandum of Understanding can be renewed for successive additional periods of five (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.

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9 PRIVILEGES AND IMMUNITIES

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

10 INTELLECTUAL PROPERTY

Intellectual property and copyright of all jointly developed documents produced within the framework of this Memorandum of Understanding shall be understood to belong jointly to ICOMOS and TICCIH, 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 TICCIH Bronsiriol, Brynmor Road Aberystwyth, Ceredigion Wales, United Kingdom SY23 2HX If to ICOMOS: 11 rue du Séminaire de Conflans 94 220 Charenton-le-Pont France

13 SIGNATURES

For TICCIH:

For COMOS Gustavo Araoz President

Date: 10.11.2014.

Patrick Martin President