

**AGREEMENT**

**BETWEEN**

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

**AND**

**UKRAINIAN NATIONAL TCHAIKOVSKY ACADEMY OF  
MUSIC**

**CONCERNING**

**UNESCO CHAIR ON MUSIC, EDUCATION AND SCIENCE  
FOR PEACE**

**AT**

**UKRAINIAN NATIONAL TCHAIKOVSKY ACADEMY OF  
MUSIC**

**(KYIV, UKRAINE)**

**Agreement  
concerning the  
UNESCO Chair on Music, Education and Science for Peace  
at Ukrainian National Tchaikovsky Academy of Music,  
Kyiv, Ukraine**

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

Ukrainian National Tchaikovsky Academy of Music (hereinafter referred to as the "Host Institution"), Architect Gorodetsky street 1-3 / 11, 01001 Kyiv, Ukraine, represented by its Rector, Prof Maksym Tymoshenko,

**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 for the common good;

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

**Bearing in mind** UNESCO's mission and objectives as set forth in its Constitution, especially its role in promoting international collaboration through education, science and culture, including inter-university cooperation for the promotion of intellectual and moral solidarity;

**Taking into account** the experience of the UNITWIN/UNESCO Chairs Programme as a stimulus for academic mobility and the rapid sharing of knowledge through partnership, networking and other cooperation arrangements;

**Have agreed as follows:**

**Article 1** The Host Institution shall, in cooperation with UNESCO, establish a Chair entitled UNESCO Chair on Music, Education and Science for Peace (hereinafter referred to as the "Chair") at Ukrainian National Tchaikovsky Academy of Music.

**Article 2** The purpose of the Chair shall be to promote an integrated system of research, teaching and training, as well as community engagement and communication. It will facilitate collaboration between high-level, internationally recognized researchers and teaching staff of the Host Institution and other institutions in the country, as well as elsewhere in the region and in other regions of the world.

The specific objectives of this Chair are to:

- promote sustainable and harmonious development of society through an integrated system of education, science and art aimed at preserving cultural values and ensuring cultural development, freedom of creativity, freedom of speech, and free access to education and information;

- advance scientific research on world music culture as a means for social cohesion and peace;
- contribute to the promotion of intangible musical cultural heritage, through exchanges of researchers, joint research projects and dialogues with institutions in the region and other countries of the world related to music and musical traditions; and
- cooperate closely with UNESCO, other UNESCO Chairs and UNITWIN Networks on relevant programmes and activities.

**Article 3** The Host Institution shall appoint the Chairholder, and if deemed appropriate a co-Chairholder, with the approval of UNESCO.

**Article 4** In case of departure of the Chairholder or Co-Chairholder, the Host Institution shall propose an alternate, to be approved by UNESCO.

**Article 5** The Chair's Team shall consist of the Chairholder, and if appropriate a Co-Chairholder, and the necessary personnel, researchers and students required to carry out the specific research, teaching and training, community engagement and communication activities of the Chair.

**Article 6** The Host Institution shall grant the Chair the facilities necessary to conduct research, teaching and training, community engagement and communication activities.

**Article 7** The Host Institution shall arrange for the Chair to participate in UNESCO programmes and activities with a view to strengthening international academic cooperation. Wherever possible, the Host Institution shall arrange for the Chair to engage in the exchange of professors, teachers, researchers and students with other higher education institutions within the framework of the UNITWIN/UNESCO Chairs Programme.

**Article 8** In conducting its research, teaching and training, community engagement and communication activities, the Chair's Team 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>) as well as any applicable regulations and rules.

**Article 9** Under no circumstances may the Chair issue certificates or diplomas to individuals participating in the activities of the Chair. Such diplomas or certificates may be issued by the Host Institution.

**Article 10** The Host Institution 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 Chair is invited to use the generic logo designed for the UNESCO Chairs referred to as the "UNESCO Chair logo" under the following conditions:

- The conditions for the use of the logo will be determined by UNESCO and cannot be modified. UNESCO shall provide the Chair with the

UNESCO Chair logo in high definition and in line with UNESCO's graphical rules;

- The UNESCO Chair logo must be cautiously used with a view to avoid misinterpretation by the general public, notably concerning the respective status of the Chair, the Host Institution and UNESCO, as specified under the provisions of Article 12 of this Agreement. The UNESCO Chair logo shall not, under any circumstances, be used for commercial purposes, either by the Chair or by the Host Institution;
- All promotional and information materials published by the Chair or the Host Institution, bearing the UNESCO Chair logo (example: pamphlets and other electronic documents) should bear the disclaimer:

*The designations employed and the presentation of material throughout this publication do not imply the expression of any opinion whatsoever on the part of UNESCO concerning the legal status of any country, territory, city or area or of its authorities, or concerning the delimitation of its frontiers or boundaries.*

*The ideas and opinions expressed in this publication are those of the authors; they are not necessarily those of UNESCO and do not commit the Organization.*

- The Host institution will assume full responsibility for any legal consequences stemming from the use of the logo;
- The Host institution can use its own logo at the same time as the UNESCO Chair logo. However, the UNESCO Chair logo must be used as it is. No graphical elements or texts should be inserted into the logo. The protection zone around the UNESCO chair logo, which is equal to the height of the letter "n" in the UNESCO acronym, must always be respected; and
- The UNESCO Chair logo can only be used during the period of validity of the Agreement and any extension thereafter.

**Article 12** Neither the Host Institution 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 Host Institution 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 on the date of its signature by the Parties and shall remain in force until 30 June 2027. If the agreement is not signed by the Host institution and returned to UNESCO by 30 June 2023 at the latest, it will be considered null and void.

**Article 15** Should the Host Institution wish to request the renewal of the present Agreement, it must submit a request to UNESCO at least six months prior to the expiration of the Agreement, or by 31 December 2026, as per the instructions in the UNITWIN/UNESCO Chairs Programme guidelines. A report on the activities carried out by the Chair since its establishment, a plan

outlining future activities and a letter of support from the Host Institution are mandatory for the renewal request. The report and future plan must comply with the UNESCO templates provided. Part or all of the activity report and future plans submitted may be used and published by UNESCO. Should the Host Institution not wish to request the renewal of the present Agreement, it shall notify UNESCO thereof, and prior to the expiration of the agreement.

**Article 16** Should the parties decide to renew the designation of the Chair as a UNESCO Chair, they shall sign an agreement.

**Article 17** The present Agreement may be terminated by either Party upon 60 (sixty) days' written notice to the other Party.

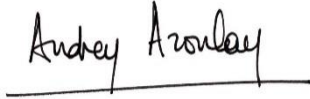
**Article 18** In the event the present agreement expires, is not renewed or is terminated, the Host Institution and the Chair shall no longer be authorized to use the UNESCO name and UNESCO-UNITWIN Programme logo and shall be removed from the UNITWIN/UNESCO Chairs Programme database.

**Article 19** Nothing in or relating to the present Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO. The Host Institution 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 Host Institution.

**Article 20** 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 referred to arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

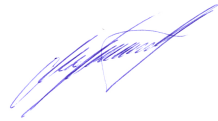
**In witness whereof**, the undersigned, duly authorized to that effect, have signed 2 (two) copies of the present Agreement in the English language, the two copies being equally authoritative.

For the United Nations Educational,  
Scientific and Cultural Organization



Audrey Azoulay  
Director-General

For Ukrainian National Tchaikovsky  
Academy Of Music



Maksym Tymoshenko  
Rector

Date: ...20/12/2022...

Date: ...20/12/2022...

**ANNEX****UNESCO PRIVACY NOTICE FOR THE CHAIR'S TEAM**

Your privacy is important to us. We take every precaution to protect the information you provide in accordance with UNESCO's Principles on Personal Data Protection and Privacy (<https://www.unesco.org/en/privacy-policy>).

In connection to the establishment of the UNESCO Chair, UNESCO collects and processes information including personal data such as your name and email address [etc.].

The information you provide will be processed only for the purpose of establishing the Chair and informing you about the UNITWIN/UNESCO Chairs Programme, including on relevant programmes and activities; and access to it will be strictly limited to UNESCO.

The information you provide will be processed exclusively for the purposes described in this notice. Any other use will always be subject to further consent.

We will not process your personal data for direct marketing or other commercial purposes.

Your data will be stored for as long as necessary for the purposes described in this privacy notice, in accordance with our applicable records retention schedules.

Should you need to contact us for additional information or in order to correct your data, please send an email to the following address: [unitwin@unesco.org](mailto:unitwin@unesco.org).

For any other questions regarding the processing of your personal data, contact [privacy@unesco.org](mailto:privacy@unesco.org).