

AGREEMENT BETWEEN THE GOVERNMENT OF THE ITALIAN REPUBLIC AND THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION GOVERNING THE ESTABLISHMENT AND LEGAL STATUS OF THE "INTERNATIONAL CENTRE FOR THE STUDY OF THE PRESERVATION AND RESTORATION OF CULTURAL PROPERTY" ON ITALIAN TERRITORY, AND THE CO-OPERATION OF THIS INSTITUTION WITH COMPETENT ITALIAN INSTITUTIONS AND AUTHORITIES

The Government of the Italian Republic of the one part, and the Director-General of the United Nations Educational, Scientific and Cultural Organization of the other,

CONSIDERING that the General Conference of the United Nations Educational, Scientific and Cultural Organization decided, at its ninth session, to establish an International Centre for the Study of the Preservation and Restoration of Cultural Property;

CONSIDERING that the Italian Government has offered to grant special facilities to the Centre on its territory, where it may have recourse to the services of the Istituto Centrale del Restauro and other specialized scientific institutions;

CONSIDERING that the Director-General has been authorized by the General Conference to conclude with the Government of the Italian Republic an agreement in conformity with the draft agreement submitted to the General Conference regulating all questions raised by the establishment of the "International Centre for the Study of the Preservation and Restoration of Cultural Property" on Italian territory;

HAVE CONCLUDED the following Agreement:

Article 1

The Government of the Italian Republic recognizes the legal status of the Centre and its capacity:

- (a) to contract;
- (b) to acquire and dispose of movable and immovable property;
- (c) to be a party to legal proceedings.

Article 2

Apart from the financial contribution which it will be required to make as a Member of the Centre, the Italian Government shall place at the disposal of the Centre, free of charge and as long as the Centre is in existence, the premises essential to the efficient operation of the Institution. These premises shall be situated in one of the buildings of the Istituto Centrale del Restauro, or in its immediate vicinity. Such premises shall be equipped with the necessary furniture. The Italian Government shall assume entire responsibility for the maintenance of the premises placed at the disposal of the Centre. It shall in this respect meet, more particularly, the necessary costs of guarding, heating, lighting and cleaning those premises.

Article 3

The Italian Government shall, as the Director judges desirable, place at the disposal of the Centre the administrative staff required for its operation, as follows:

- one Executive Secretary
- one accountant,
- one documentalist and one assistant documentalist,
- two shorthand-typists working in two languages,
- one telephone operator-messenger,
- three messengers.

During the whole period of their attachment to the Centre, this staff shall be under the sole authority of the Director of the Centre.

The Italian Government shall pay to these staff members a salary equal to that laid down in the regulations governing Italian Civil Servants for posts of the same nature. The Centre shall pay to them an allowance equal to the net salary which they receive from the Italian Government, provided that the total remuneration shall not exceed the salaries paid by the United Nations Food and Agriculture Organization to locally-recruited members of its staff discharging equivalent duties.

#### Article 4

The Centre shall have free access to the documentation existing in the Italian institutions listed hereafter, as well as to the results of research which those institutions have already carried out; it may for this purpose consult the archives, card-indexes and libraries of the said institutions:

Istituto Centrale del Restauro, Rome,  
Istituto di Patologia del Libro, Rome,  
Scuola Centrale Antincendi, Rome,  
Opificio delle Pietre Dure, Florence,  
Istituto d'Arte per la Ceramica, Faenza,  
Scuola del Mosaico, Ravenna.

These institutions shall, at the request of the Centre, collect information and conduct research coming within their own fields of competence; in so doing, they shall act within the limits of their own material resources and within the framework of their usual working methods, and shall employ solely their regular staff. In any event, the duration of work devoted, or of assistance supplied, to the Centre shall not, in principle, exceed 25% of the working hours of the staff of the Italian institutions concerned, nor extend beyond a period of three months per year, preferably divided into two periods. All services thus rendered to the Centre by these institutions shall be supplied free of charge.

Nevertheless, it is understood that expenses occasioned by work undertaken at the request of the Centre shall be refunded to the Italian institutions concerned in the case of research which is prolonged or necessitates the use of rare and costly materials, or involves staff travel.

For certain special research, the Centre may also have recourse to the assistance of other institutions, laboratories or services subordinate to the Italian Government. This assistance shall be provided free of charge, provided that it involves no increase in the budgetary expenditure of such institutions.

#### Article 5

Unesco shall contribute to the Centre, during each of the first four years of its existence, an annual sum of not less than \$12,000.

#### Article 6

The Italian Government recognizes the right of the Centre to hold meetings, either at its headquarters or, by agreement with the competent Italian authorities, in other localities of the territory of the Italian Republic. The Italian Government shall take all necessary steps to ensure that, on the occasion of these meetings, there shall be no obstacle to freedom of discussion or decision.

#### Article 7

The premises of the Centre, its archives and, in general, all the documents belonging to it or situated on those premises are inviolable. Agents and officials of the Italian Republic may not

enter those premises in the exercise of their official functions, except by the consent or at the request of the Director and under conditions which he has approved.

Writs, processes and summonses, including the seizure of private property, may not be executed within the headquarters of the Centre, except by the consent of the Director, and under conditions which he has approved.

Without prejudice to the provisions of the present Agreement, the Centre shall not permit its headquarters to become a refuge for persons who are sought for in execution of a penal judgement, or who are pursued flagrante delicto, or against whom a warrant or deportation order has been issued by the competent Italian authorities.

#### Article 8

The Italian authorities shall take all necessary steps to facilitate the entry into, exit from, and sojourn in Italian territory of any persons called upon to exercise official functions at the Centre.

#### Article 9

The Centre and its assets, income and other property, including any real estate that it may acquire, shall be exempt from all direct taxation.

#### Article 10

Official and duly authenticated statements of the Centre shall be subject to no censorship, whatever the means of communication employed.

#### Article 11

Officials of the Centre, whatever their nationality, shall be immune from legal process in respect of acts performed by them in the exercise of their functions.

Officials who are not of Italian nationality, or who were not usually resident in Italy before the establishment of the Centre, shall be exempt from all taxes on income, emoluments and allowances paid to them as remuneration by the Centre.

#### Article 12

Subject to general international conventions and to health or military measures, the Centre shall be exempt from all customs duties, and from import or export prohibitions and restrictions, in respect of articles imported or re-exported for its official use. The Italian authorities shall take all useful steps to facilitate the completion of formalities in connexion with such imports or exports. It is understood that articles imported free of duty shall not be sold on the territory of the Italian Republic, except on conditions approved by the Italian Government.

#### Article 13

The Italian Government recognizes the right of the Centre to publish, as it sees fit, the results of research carried out in the Italian institutions concerned, whether such research has been undertaken at the request of States, members of the Centre, or independently, and likewise recognizes the right of the Centre to authorize the members of its scientific staff to publish such results as they may deem fit.

The present Agreement shall enter into force following the exchange of the instruments of ratification by the Government of the Italian Republic and of approval by Unesco.

IN FAITH WHEREOF the undersigned have signed the present Agreement.

Done in duplicate in the French language, this 27th day of April one thousand nine hundred and fifty-seven.

For the United Nations Educational,  
Scientific and Cultural Organization:  
signed: Luther H. Evans

For the Government of the  
Italian Republic:  
signed: Gaetano Martino.