

AGREEMENT BETWEEN

**THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION (UNESCO)**

AND

**THE GOVERNMENT OF THE REPUBLIC OF KOREA
REGARDING THE ESTABLISHMENT IN THE REPUBLIC OF
KOREA OF AN INTERNATIONAL INFORMATION AND
NETWORKING CENTRE FOR INTANGIBLE CULTURAL
HERITAGE IN THE ASIA- PACIFIC REGION UNDER THE
AUSPICES OF UNESCO (CATEGORY 2)**

KW 13

The United Nations Educational, Scientific and Cultural Organization and the Government of the Republic of Korea,

Recalling the Convention for the Safeguarding of the Intangible Cultural Heritage, which was adopted in 2003 by the General Conference at its 32nd session and entered into force in April 2006,

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of the Republic of Korea an agreement in conformity with the draft that was submitted to the General Conference,

Desirous of defining the terms and conditions governing the contribution that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1
Interpretation

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
2. "The Government" refers to the Government of the Republic of Korea.
3. "The Centre" refers to the International Information and Networking Centre for Intangible Cultural Heritage in the Asia-Pacific Region.
4. "CHA" refers to the Cultural Heritage Administration of the Republic of Korea.
5. "The 2003 Convention" refers to the UNESCO Convention for the Safeguarding of the Intangible Cultural Heritage.
6. "ICH" refers to Intangible Cultural Heritage.

Article 2
Establishment

The Government shall agree to take, in the course of the year 2010, any measures that may be required for the setting up in the Republic of Korea, as provided for under this Agreement, of an International Information and Networking Centre for Intangible Cultural Heritage in the Asia-Pacific Region.

Article 3
Participation

1. The Centre shall be an autonomous institution at the service of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.
2. Member States of UNESCO wishing to participate in the Centre's activities, as provided for under this Agreement, shall send the Director-General of UNESCO notification to this effect. The Director-General shall inform the Centre and the Member States mentioned above of the receipt of such notifications.

Article 4
Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between the Government and UNESCO and also the rights and obligations stemming therefrom for the parties.

Article 5
Juridical personality

The Centre shall possess legal personality, with the capacity, *inter alia*, to contract, acquire and dispose of movable and immovable property and to institute legal proceedings in accordance with the laws of Korea.

Article 6
Constitution

The Constitution of the Centre must include provisions concerning:

- (a) legal status granting to the Centre, under national legislation, the autonomous legal capacity necessary to exercise its functions and to receive subventions, obtain payments for services rendered, and acquire all means necessary for its functioning;
- (b) a governing structure for the Centre allowing UNESCO representation within its governing bodies.

Article 7
Objectives and functions

1. The Centre shall specialize in information and networking and its objectives shall be to:
 - (a) promote the UNESCO Convention for the Safeguarding of the Intangible Cultural Heritage and contribute to its implementation in the Asia-Pacific region;
 - (b) increase the participation of communities, groups and individuals in safeguarding ICH, and raise awareness of and ensure respect for ICH in the Asia-Pacific region;
 - (c) enhance the capacity for safeguarding ICH in the Asia-Pacific region through coordination and dissemination of information;
 - (d) foster regional and international cooperation for the safeguarding of ICH.
2. In order to achieve the above objectives, the specific functions of the Centre will be to:
 - (a) establish an information system to ensure effective management of ICH data through the construction of a database, support identification and documentation of ICH, conserve and digitize archival materials and support the development of meta data standards;

/ (b) make

Kw 1B

- (b) make use of the accumulated information and data on ICH for the purpose of dissemination, produce and publish informational and promotional materials, and promote the protection of intellectual property rights of ICH practitioners and creators who are included in documentation and informational materials;
- (c) build networks among concerned communities, groups and individuals to reinforce transmission and dissemination of ICH, organize public events and meetings at the regional and international level;
- (d) strengthen international and regional networks to exchange information and knowledge concerning the safeguarding of ICH, particularly among ICH centres and institutes including those established under the auspices of UNESCO (category 2), as well as among individual ICH specialists.

3. The Centre's activities and programmes shall be carried out in conformity with the 2003 Convention and, in particular, its purposes and objectives and definitions (Articles 1 and 2).

Article 8

Governing Board

1. The Centre shall be guided and supervised by a Governing Board renewed every two years and composed of:

- (a) the Administrator of CHA or his/her appointed representative, who shall be the *ex-officio* Chairperson of the Governing Board;
- (b) two representatives of the Government of the Republic of Korea;
- (c) up to five representatives of the Member States of UNESCO making a substantial contribution to the Centre and to the field of ICH, which shall send to the Director-General of UNESCO notification, in accordance with the stipulations of Article 3, paragraph 2 above, while ensuring, as far as possible, equitable geographical representation;
- (d) a representative of the Director-General of UNESCO;
- (e) up to two representatives of the associated and cooperative organizations of the Republic of Korea;

/ (f) up

Kw IB

- (f) up to two representatives of any other intergovernmental organizations or non-governmental organizations, which can be accorded a seat by the decision of the Governing Board.

The Director of the Centre shall participate in the Governing Board as a non-voting member.

2. The Governing Board shall:

- (a) elect members of the Executive Committee;
- (b) approve the long-term and medium-term programmes of the Centre;
- (c) approve the annual work plan and budget of the Centre, including the staffing table;
- (d) examine the annual reports submitted by the Director of the Centre;
- (e) issue the rules and regulations and determine the financial, administrative and personnel management procedures of the Centre;
- (f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

3. The Governing Board shall meet in ordinary session at regular intervals, at least once every calendar year; it shall meet in extraordinary session if convened by its Chairperson, either on his/her own initiative or at the request of the Director-General of UNESCO or of two thirds of its members.

4. The Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO.

Article 9

Executive Committee

In order to ensure the effective running of the Centre between sessions, the Governing Board may delegate to a standing Executive Committee, whose membership it determines, such powers as it deems necessary.

/ Article 10

KW *IB*

Article 10

Secretariat

1. The Centre's secretariat shall consist of a Director and such staff as are necessary for the proper functioning of the Centre.
2. The Director shall be appointed by the Chairperson of the Governing Board in consultation with the Director-General of UNESCO.
3. The other members of the secretariat may comprise:
 - (a) any person appointed by the Director, in accordance with the procedures laid down by the Governing Board;
 - (b) government officials who are made available to the Centre, as provided by government regulations;
 - (c) members of UNESCO's staff who are temporarily seconded and made available to the Centre, as provided for by UNESCO's regulations and by the decisions of its governing bodies.

Article 11

Duties of the Director

The Director shall discharge the following duties:

- (a) direct the work of the Centre in conformity with the programmes and directives established by the Governing Board;
- (b) propose the draft work plan and budget to be submitted to the Governing Board for approval;
- (c) prepare the provisional agenda for the sessions of the Governing Board and submit to it any proposals that he/she may deem useful for the administration of the Centre;
- (d) prepare reports on the Centre's activities to be submitted to the Governing Board;
- (e) represent the Centre in law and in all civil acts.

/ Article 12

.KW 1B

Article 12
Contribution of UNESCO

1. UNESCO shall provide assistance in the form of a technical contribution for the activities of the Centre, in accordance with the strategic goals and objectives of UNESCO.
2. UNESCO undertakes to:
 - (a) provide the assistance of its experts in the specialized fields of the Centre;
 - (b) include the Centre in various activities which it implements and in which the participation of the latter seems in conformity with and beneficial to UNESCO's and the Centre's objectives;
 - (c) provide the Centre with relevant information on its programmes related to ICH.
3. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO's programme and budget.

Article 13
Contribution of the Government

1. The Government, through the Cultural Heritage Administration, shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre.
2. The Government undertakes to:
 - (a) cover the cost of salaries and compensations of the staff including the Director, and the funds necessary for the implementation of the Centre's activities including the cost of holding the sessions of the Governing Board and the Executive Committee;
 - (b) make available to the Centre required office space, documentation rooms, meeting rooms, equipment and other facilities for its secretariat;
 - (c) entirely assume the maintenance of the premises and cover the cost of communication, and other utilities;

/ (d) contribute

KW IB

- (d) contribute to the Centre a minimum amount of US \$500,000 annually;
- (e) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise an accountant and technical support personnel.

Article 14
Privileges and immunities

The Government shall apply, with regard to representatives of the Member States of UNESCO, members of the staff of the United Nations and United Nations specialized agencies and experts, who come to the Centre at the invitation of UNESCO from outside the country to perform functions in connection with the Centre, the relevant provisions of the Convention on the Privileges and Immunities of the United Nations and the Convention on the Privileges and Immunities of the Specialized Agencies.

Article 15
Responsibility

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for it, and shall bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

Article 16
Evaluation

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain:
 - (a) whether the Centre makes a significant contribution to the strategic goals of UNESCO;

/ (b) whether

Kw 13

(b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.

2. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.

Article 17

Use of the UNESCO name and logo

1. The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".

2. The Centre is authorized to use the UNESCO logo or a version thereof on its letterhead and documents in accordance with the conditions established by the governing bodies of UNESCO.

Article 18

Entry into force

This Agreement shall enter into force, following its signature by the contracting parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the Republic of Korea and by UNESCO's internal regulations have been completed. The date of receipt of the last notification shall be deemed to be the date of entry into force of this Agreement.

Article 19

Duration

This Agreement is concluded for a period of six years as from its entry into force, and may be tacitly renewed.

/ Article 20

Kw IB

Article 20
Denunciation

1. Each of the contracting parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 60 days following receipt of the notification sent by one of the contracting parties to the other.

Article 21
Revision

This Agreement may be revised by consent between the Government and UNESCO.

Article 22
Settlement of disputes

1. Any dispute between the Government and UNESCO concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed to by the parties, shall be submitted for final decision to an arbitration tribunal composed of three members one of whom shall be appointed by a representative of the Government, another by the Director-General of UNESCO, and a third, who shall preside over the tribunal, shall be chosen by the first two. If the two arbitrators cannot agree on the choice of a third, the appointment shall be made by the President of the International Court of Justice.
2. The tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement.

/ DONE in

KW IB

DONE in duplicate on June 25th, 2010 in the Korean and English languages,
each text being equally authentic.

FOR THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION

Inil Bony

FOR THE GOVERNMENT OF
THE REPUBLIC OF KOREA

장기원