

**AGREEMENT BETWEEN**

**THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA**

**AND**

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

**REGARDING**

**THE RENEWAL OF THE DESIGNATION OF THE  
INTERNATIONAL  
TRAINING CENTRE FOR INTANGIBLE CULTURAL HERITAGE  
IN THE ASIA AND PACIFIC REGION**

**AS A CATEGORY 2 CENTRE**

**UNDER THE AUSPICES OF UNESCO  
IN BEIJING (PEOPLE'S REPUBLIC OF CHINA)**

The Government of the People's Republic of China,

And

The United Nations Educational, Scientific and Cultural Organization  
(hereinafter referred to as the "Parties")

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

Acknowledging the importance of applying the guidelines and criteria for category 2 centres, adopted by the General Conference in the Integrated Comprehensive Strategy for Category 2 Institutes and Centres under the auspices of UNESCO (37 C/Resolution 93, November 2013);

Recalling that the General Conference at its 35th session approved the establishment of the International Training Centre for Intangible Cultural Heritage in the Asia and Pacific Region as a category 2 centre under the auspices of UNESCO (ref. 35 C/Resolution 50);

Recalling the Executive Board's decision 202 EX/Decision 18.I.D, by which it decided to renew the designation of the International Training Centre for Intangible Cultural Heritage in the Asia and Pacific Region under the auspices of UNESCO (Category 2);

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the said Centre in this Agreement;

#### **HAVE AGREED AS FOLLOWS:**

##### **Article 1 – Definitions**

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization;
2. the "Government" refers to the Government of the People's Republic of China;
3. the "Centre" refers to the International Training Centre for Intangible Cultural Heritage in the Asia and Pacific Region;
4. the "2003 Convention" refers to the UNESCO Convention for the Safeguarding of the Intangible Cultural Heritage;
5. "ICH" refers to Intangible Cultural Heritage.

##### **Article 2 – Establishment**

The Government shall agree to take, in the course of the year 2018, any measures that may be required for the continuation of the International Training Centre for Intangible Cultural Heritage in the Asia and the Pacific Region, as provided for under this Agreement.

### **Article 3 – Purpose of the Agreement**

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

### **Article 4 – Legal Status**

1. The Centre shall be independent of UNESCO.
2. The Government shall ensure that the Centre enjoys within its territory the functional autonomy necessary for the execution of its activities and the legal capacity to:
  - (a) contract;
  - (b) institute legal proceedings; and,
  - (c) acquire and dispose of movable and immovable property.

### **Article 5 – Constitutive Act**

The Constitutive Act of the Centre must include provisions describing precisely:

- (a) the legal status granted to the Centre within the national legal system, as well as the legal capacity necessary to exercise its functions and receive funds, obtain payments for services rendered, and acquire all means necessary for its functioning and,
- (b) a governing structure for the Centre allowing UNESCO representation within its governing body.

### **Article 6 – Objectives and Functions**

1. The Centre shall specialize in training and its objectives shall be to:
  - (a) promote the 2003 Convention and contribute to its implementation in the Asia and Pacific Region;
  - (b) increase the participation of communities, groups and individuals in safeguarding intangible cultural heritage in the Asia and Pacific Region;
  - (c) enhance the capacity of the Asia and Pacific Member States of UNESCO to safeguard ICH, particularly by strengthening the capacities of concerned personnel; and,
  - (d) foster regional and international cooperation for safeguarding ICH.
2. In order to achieve the above objectives, the specific functions of the Centre will be to:

- (a) organize long-term and short-term training courses, including classroom training and field-based training on the following subjects, and grant financial support to trainees in need of assistance:
    - i. the 2003 Convention and its Operational Directives;
    - ii. different examples of policies, including legal, administrative, technical and financial measures fostering the safeguarding of ICH;
    - iii. introduction to UNESCO publications on the identification and documentation of ICH, and their application in field work;
    - iv. teaching ICH in formal and non-formal education, including courses of theory and practice training; and,
    - v. any new training content developed by UNESCO for the effective implementation of the 2003 Convention.
  - (b) mobilize international and Chinese experts, as well as scientific NGOs specialized in the different domains of ICH, to work as instructors and advisors on the mentioned above training activities; and,
  - (c) enhance international and regional cooperation with institutions active in the domain of ICH, notably those category 2 centres established under the auspices of UNESCO.
3. The Centre's activities and programmes shall be carried out in conformity with the 2003 Convention and, in particular, with its purposes and definitions (Articles 1 and 2).

#### **Article 7 – Governing Board**

1. The Center shall be guided and supervised by a Governing Board renewed every three years and composed of:
  - (a) two representatives of the Government of the People's Republic of China, including one from the Ministry of Culture and Tourism or its designated representative, who shall serve as the Chairperson of the Governing Board;
  - (b) one representative of the Chinese National Commission for UNESCO;
  - (c) up to three representatives of UNESCO Member States making a substantial contribution to the Centre and to the field of ICH, which have sent notification to the Centre, in accordance with the stipulations of Article 14, while ensuring, as far as possible, equitable geographical representation;
  - (d) one representative of the UNESCO Director-General;
  - (e) up to three representatives of relevant academic research institutes including the Chinese National Academy of Arts; and,

- (f) up to two representatives of any other intergovernmental organization or non-governmental organization, each of which can be accorded a seat, by the decision of the Governing Board taken in accordance with its rules of procedure.

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

2. The Governing Board shall:

- (a) select 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, including the biennial self-assessment reports of the Centre's contribution to UNESCO's programme objectives;
- (e) examine the periodic independent audit reports of the financial statements of the Centre, and monitor the provision of such accounting records necessary for the preparation of financial statements;
- (f) adopt the rules and regulations, and determine the financial, administrative and personnel management procedures of the Centre in accordance with the laws of the People's Republic of China; and,
- (g) 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 or her own initiative or at the request of the UNESCO Director-General or of a majority of its members.

4. The Governing Board shall adopt its own rules of procedure.

#### **Article 8 - 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 9 - Advisory Committee**

In order to provide the Governing Board and the Executive Committee with necessary scientific advisory services, the Governing Board may constitute an Advisory Committee, whose membership it determines, with such powers as it deems necessary.

### **Article 10 - Secretariat**

1. The Centre's Secretariat shall consist of a Director, one to two Deputy-Directors and such
2. The Director shall be appointed by the Chairperson of the Governing Board in consultation with the UNESCO Director-General.
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; and,
  - (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) propose all the working documents of the Governing Board, including the draft work plan and budget, to UNESCO at least six weeks before the Governing Board meeting. UNESCO will provide feedback within two weeks of receiving them. Finally, the Centre will submit to the Governing Board a final version of those documents at least two weeks before the meeting;
- (d) prepare reports on the Centre's activities, to be submitted to the Governing Board; and,
- (e) represent the Centre in law and in all civil acts.

### **Article 12 – UNESCO's Contribution**

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of the Centre, in accordance with the strategic goals and objectives of UNESCO by:
  - (a) providing the assistance of its experts in the specialized fields of the Centre;
  - (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; and,

- (c) seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis and if justified by the implementation of a joint activity/project within a strategic programme priority area;
2. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO's programme and budget, and UNESCO will provide Member States with accounts relating to such use of its staff and associated costs.

### **Article 13 – Contribution by the Government**

1. The Government shall provide all the resources, either financial or in-kind, required 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, classrooms, 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) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise two accountants, two drivers and four to five office staff; and,
  - (e) contribute to the Centre a total amount of at least USD500,000 annually to cover the Centre's costs as described in Article 13.2 (a), (b), (c) and (d).

### **Article 14 – Participation**

1. The Centre shall encourage the participation 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 and Associate Members of UNESCO wishing to participate in the Centre's activities, as provided for under this Agreement, shall send to the Centre notification to this effect. The Director shall inform the Parties to this Agreement and other participating Member States of the receipt of such notifications.

### **Article 15 – Responsibility**

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Centre, and shall also not be subject to any legal process, and/or bear any 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 UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of the Approved Programme and Budget (C/5), including the two global priorities of UNESCO, and related sectoral or programme priorities and themes; and,
  - (b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of the category 2 Centre to UNESCO strategic programme objectives, to be funded by the Host country or Centre.
3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
4. Following the results of an evaluation, each of the Contracting Parties shall have the option to request a revision of its contents or to denounce the Agreement, as envisaged in Articles 20 and 21.

### **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 letterheaded paper and documents, including electronic documents and web pages, 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 Parties.

### **Article 19 – Duration**

This Agreement is concluded for a period of six years as from its entry into force. The Agreement shall be renewed upon common agreement between the Parties once the Executive Board has made its comments based on the results of the renewal assessment provided by the Director-General.

### **Article 20 – Denunciation**

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



## Article 21 – Revision

This Agreement may be revised by written 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 upon 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, 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.

DONE in two originals in the English and Chinese languages, both texts being equally authentic.

For the Government of  
the People's Republic of China

For the United Nations Educational,  
Scientific and Cultural Organization

Yu Qun

Audrey Azoulay

Date. 2018. 8. 16.

Date. 27 JUL. 2018