

AGREEMENT

BETWEEN

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

AND

**THE GOVERNMENT OF THE REPUBLIC OF KOREA
REGARDING**

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

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 Definitions

- 1.1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
- 1.2. "The Government" refers to the Government of the Republic of Korea.
- 1.3. "The Centre" refers to the International Information and Networking Centre for Intangible Cultural Heritage in the Asia-Pacific Region.
- 1.4. "CHA" refers to the Cultural Heritage Administration of the Republic of Korea.
- 1.5. "The 2003 Convention" refers to the UNESCO Convention for the Safeguarding of the Intangible Cultural Heritage.
- 1.6. "ICH" refers to Intangible Cultural Heritage.

Article 2 Establishment

The Government agrees to take any measures that may be required for continuing the establishment and for assuring the functioning of the Centre in the Republic of Korea, 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 UNESCO and the Government and also the rights and obligations stemming therefrom for the parties.

Article 4 Legal Status

- 4.1. The Centre shall be independent of UNESCO.
- 4.2. 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) conclude contracts;
 - 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, the legal capacity necessary to exercise its functions and to 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

- 6.1. 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 in the Asia-Pacific region.
- 6.2. In order to achieve the above objectives, the specific functions of the Centre will be to:
- a) establish mechanisms to ensure effective sharing of information related to ICH safeguarding;

- b) promote ICH information by producing and publicizing on/offline ICH content to raise awareness about ICH safeguarding initiatives in the Asia-Pacific region;
- c) build, strengthen and maintain networks among concerned communities, groups and individual bearers of ICH, as well as relevant non-governmental organizations and civil society associations; and organize public events as appropriate;
- d) build, strengthen and maintain networks to exchange information and knowledge concerning the safeguarding of ICH, among relevant actors and institutions, (such as academic institutions, community museums and cultural centres, archives, art institutions, UNESCO category 2 centres, individual experts, etc) and organize public events as appropriate.

6.3. 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 7 Governing Board

7.1. 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 have sent to the Centre notification for membership, in accordance with the stipulations of Article 13, paragraph 2, and have expressed interest in being represented on the Board, while ensuring, as far as possible, equitable geographical representation;
- d) a representative of the Director-General of UNESCO;
- e) a representative of the National Commission for UNESCO of the Republic of Korea and one other associated and cooperative organization of the Republic of Korea;
- 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.

7.2. 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, including the biennial self-assessment report of the Centre's contribution to UNESCO's programmes 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) issue the rules and regulations and determine the financial, administrative and personnel management procedures of the Centre;
 - g) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.
- 7.3. 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.
- 7.4. 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 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 Secretariat

- 9.1. The Centre's secretariat shall consist of a Director and such staff as are necessary for the proper functioning of the Centre.
- 9.2. The Director shall be appointed by the Chairperson of the Governing Board in consultation with the Director-General of UNESCO.
- 9.3. 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 10 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 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;
- 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, including as described in the above Article 7.2 (d) and (e);
- e) represent the Centre in law and in all civil acts.

Article 11 UNESCO's Contribution

11.1. 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;
- c) seconding members of its staff temporarily, as may be decided by the Director-General of UNESCO on an exceptional basis if justified by the implementation of a joint activity/project within a strategic programme priority area; and

11.2. 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 the use of its staff and associated costs.

Article 12 Contribution of the Government

12.1. 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.

12.2. 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 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 13 Participation

13.1. 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.

13.2. 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 of the Centre shall inform the parties to the agreement and other Member States of the receipt of such notifications.

Article 14 Responsibility

As the Centre is a legal entity 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 bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

Article 15 Evaluation

15.1. 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 C/5 document (Programme and Budget), including the two global priorities of the Organization, and related sectoral or programme priorities and themes;

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

15.2. UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO's strategic programme objectives, to be funded by the host country or the Centre.

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

15.4. Following the results of an evaluation, each of the Contracting Parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 19 and 22.

Article 16 **Use of the UNESCO name and logo**

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

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

Article 17 **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 18 **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 makes its comments based on the results of the renewal assessment provided by the Director-General of UNESCO.

Article 19 **Denunciation**

19.1. Each of the contracting parties shall be entitled to denounce this Agreement unilaterally.

19.2. The denunciation shall take effect within 60 days following receipt of the notification sent by one of the contracting parties to the other.

Article 20
Relationship with the Prior Agreement

With the effect from the date of the entry into force of this Agreement, the Agreement between the Government of the Republic of Korea and UNESCO 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) signed at Paris on the 25th day of June, 2010 shall be superseded by this Agreement.

Article 21
Settlement of disputes

21.1. Any dispute between UNESCO and the Government 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 referred upon consent of both parties 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.

21.2. The tribunal's decision shall be final.

Article 22
Revision

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

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in English on this 11th day of October, 2019.



For the United Nations Educational,
Scientific and Cultural Organization



For the Government of the Republic of Korea