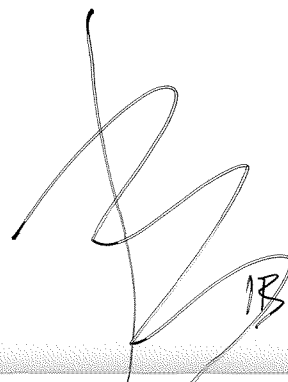


AGREEMENT BETWEEN
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL
ORGANIZATION (UNESCO)
AND
THE GOVERNMENT OF THE REPUBLIC OF BULGARIA
REGARDING THE ESTABLISHMENT IN SOFIA (THE REPUBLIC OF BULGARIA)
OF A REGIONAL CENTRE FOR THE SAFEGUARDING OF THE
INTANGIBLE CULTURAL HERITAGE IN SOUTH-EASTERN EUROPE
UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

UNESCO Headquarters, Paris
25 October 2010

A handwritten signature in black ink, consisting of several loops and a long vertical stroke. To the right of the signature, the initials 'IB' are written in a similar style.

AGREEMENT BETWEEN
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REGARDING THE ESTABLISHMENT IN SOFIA (THE REPUBLIC OF BULGARIA)
OF A REGIONAL CENTRE FOR THE SAFEGUARDING OF THE
INTANGIBLE CULTURAL HERITAGE IN SOUTH-EASTERN EUROPE
UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

The Director-General of the United Nations Educational, Scientific and Cultural Organization

and

The Government of the Republic of Bulgaria,

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,

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of the Republic of Bulgaria 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. 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 Bulgaria.
3. "The Centre" means the Regional Centre for the Safeguarding of Intangible Cultural Heritage in South-Eastern Europe.
4. "The 2003 Convention" means the UNESCO Convention for the Safeguarding of the Intangible Cultural Heritage.
5. "ICH" means Intangible Cultural Heritage.

Article 2 Establishment

The Government shall agree to take, in the course of the year 2009, any measures that may be required for the setting up in Sofia (Bulgaria) of a Regional Centre for the Safeguarding of Intangible Cultural Heritage in South-Eastern Europe.

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 of the Republic of Bulgaria 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 contract, to institute legal proceedings and to 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;
- (b) a governing structure for the Centre allowing UNESCO representation within its governing bodies.

Article 6 Objectives and Functions

1. The Centre's objectives shall be to:
 - (c) promote the UNESCO Convention for the Safeguarding of the Intangible Cultural Heritage and contribute to its implementation in the South-Eastern European sub-region;
 - (d) increase the participation of communities, groups and individuals in safeguarding intangible cultural heritage in the South-Eastern European countries;
 - (e) enhance the capacity of the South-Eastern European Member States of UNESCO in safeguarding ICH;
 - (f) coordinate, exchange and disseminate information regarding the safeguarding of ICH in the sub-region.
 - (g) 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) instigate and coordinate research into practices of safeguarding ICH elements present in the South-Eastern European countries, as referred to in Articles 11, 12, 13 and 14 of the 2003 convention.
- (b) organize training courses on the following subjects:
 - the 2003 Convention and its Operational Directives;
 - different examples of policies including legal, administrative, technical and financial measures fostering the safeguarding of ICH;
 - introduction to UNESCO publications on identification and documentation of ICH and their application in the field work;
 - safeguarding ICH through formal and non-formal education;
- (c) enhance international, regional, and sub-regional cooperation through networking with institutions active in the domain of ICH, notably those established under the auspices of UNESCO (category 2), in order to coordinate activities, exchange information and knowledge concerning the safeguarding of ICH, and promote good practices.

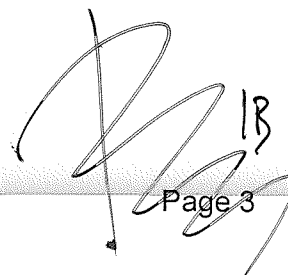
3. The Centre's activities and programmes shall be carried out in conformity with the 2003 Convention and, in particular, its purposes and objectives and definitions (Articles 1 and 2).

Article 7 General Assembly

1. The Centre shall be guided and overseen by a General Assembly renewed every four years and including:

- (a) two representatives of the Government of the Republic of Bulgaria (Ministry of Culture, Ministry of Foreign Affairs) or their appointed representatives;
- (b) a representative of each of the Member States which have sent to the Centre notification for membership, in accordance with the stipulations of Article 12, paragraph 2, below and have expressed interest in being represented on the Assembly;
- (c) a representative of the Director-General of UNESCO;
- (d) a representative of the Bulgarian Academy of Sciences;
- (e) a representative of the Bulgarian National Commission for UNESCO;
- (f) up to two representatives of any other intergovernmental organizations or international nongovernmental organizations, which can be accorded a seat by the decision of the General Assembly.

The Executive Director of the Centre shall participate in the General Assembly as a non-voting member.



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2. The General Assembly shall:

- (a) select members of the Executive Board;
- (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 Executive Director, including a biennial self-assessment of the Centre's contribution to UNESCO's programme objectives;
- (e) adopt the rules and regulations and determine the financial, administrative and personnel management procedures of the Centre in accordance with the laws of the country;
- (f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

3. The General Assembly 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 Director-General of UNESCO or of one third of its members.

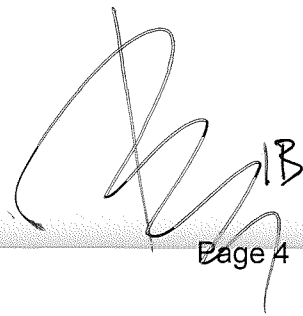
4. The General Assembly shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the three founding entities of the Centre (the Ministry of Foreign Affairs, Ministry of Culture and Bulgarian Academy of Sciences) and the Director-General.

Article 8 Executive Board

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

Article 9 Secretariat

- 1. The Centre's secretariat shall consist of an Executive Director and such staff as is necessary for the proper functioning of the Centre.
- 2. The Executive Director shall be appointed by the Chairperson of the Executive Board.
- 3. The other members of the Secretariat may comprise:
 - (a) any person appointed by the Chairperson of the Executive Board, in accordance with the procedures laid down by the General Assembly;
 - (b) Government officials who are made available to the Centre, as provided by Government regulations.



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Article 10 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, or;
- (c) seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis 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 the use of its staff and associated costs.

Article 11 Contribution by the Government

1. The Government 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) make available to the Centre required office space, archives rooms, library, meeting rooms, equipment and other facilities for its Secretariat;
- (b) entirely assume the maintenance of the premises and cover the cost of communication, and other utilities;
- (c) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise an Executive Director, one accountant and a minimum of four office staff members; and
- (d) contribute to the Centre a total amount of at least the equivalent of €200,000 annually to cover the costs under (a), (b) and (c) above of the Centre's activities and administrative running costs including communications, utilities and maintenance costs.

Article 12 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, and accepting the requirements stipulated in the Centre's statutes regarding membership, shall send to the Centre notification to this effect. The Chairperson of the Executive Board shall inform the parties to the agreement and other Member States of the receipt of such notifications.

Article 13 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 bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

Article 14 Review and Evaluation

1. UNESCO may, at any time, carry out a review (including 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 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 review conducted.

3. Following the results of a review, 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 18 and 19.

Article 15 Use of 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 16 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 Bulgaria 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 17 Duration

This Agreement is concluded for a period of six years as from its entry into force, and shall be deemed renewed unless otherwise expressly denounced by either party as provided for in Article 18.

**Article 18
Denunciation**

1. Each of the contracting 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 contracting parties to the other.

**Article 19
Revision**

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

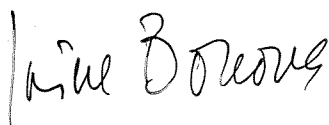
**Article 20
Settlement of disputes**

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 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 two copies in English, on 25 October 2010, in Paris

For the United Nations Educational,
Scientific and Cultural Organization

For the Government of the Republic of
Bulgaria



Irina Bokova
Director-General



Vezhdi Rashidov
Minister of Culture