

**DRAFT**

**AGREEMENT BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF KOREA  
AND  
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND  
CULTURAL ORGANIZATION**

**REGARDING**

**THE ASIA-PACIFIC CENTRE OF EDUCATION FOR  
INTERNATIONAL UNDERSTANDING**

The Government of the Republic of Korea and the United Nations Educational, Scientific and Cultural Organization (hereinafter jointly referred to as the “Parties”),

Bearing in mind Article I. 2(b) of the Constitution of the United Nations Educational, Scientific and Cultural Organization concerning collaboration with Member States in the development of educational activities,

Reaffirming the responsibility of the United Nations Educational, Scientific and Cultural Organization and its Member States to implement the 1974 Recommendation concerning Education for International Understanding, Co-operation and Peace and Education relating to Human Rights and Fundamental Freedoms,

Recognizing the need to promote international and intercultural understanding and education for a culture of peace, democracy, human rights and sustainable development in the Asia-Pacific region,

Noting the Agreement signed by the Government of the Republic of Korea and the United Nations Educational, Scientific and Cultural Organization on 25 August 2000 on the Establishment of the Asia-Pacific Centre of Education for International Understanding, renewed on 30 August 2005, 27 August 2010 and 23 August 2011,

Noting that the Asia-Pacific Centre of Education for International Understanding has accumulated a great deal of experience, expertise, know-how and information in the field of education for international understanding since its establishment in 2000,

Considering 37 C/Resolution 93 by which the General Conference approved the revised integrated comprehensive strategy for Category 2 Institutes and Centres under the auspices of UNESCO and requested the Director-General to apply this strategy to all renewals of existing agreements, and

Desiring to define the terms and conditions governing the framework for cooperation with the United Nations Educational, Scientific and Cultural Organization regarding the Asia-Pacific Centre of Education for International Understanding under this Agreement,

Have agreed as follows:

## **Article 1 Definitions**

In this Agreement, the following definitions shall apply:

- (a) “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization;
- (b) “Government” refers to the Government of the Republic of Korea;
- (c) “Centre” refers to the Asia-Pacific Centre of Education for International Understanding.

## **Article 2 Establishment**

The Centre shall be established in the Republic of Korea in accordance with the laws and regulations of the Republic of Korea.

## **Article 3 Objective and Functions**

1. The objective of the Centre shall be to promote and develop education for international understanding and global citizenship education, with a view to promoting a culture of peace in the Asia-Pacific region.

2. The functions of the Centre shall be to:

- (a) strengthen regional and sub-regional capacities in planning and implementing a broad range of practices in education for international understanding and global citizenship education;
- (b) encourage and facilitate collaborative links between Asia-Pacific initiatives and other regional, international and global efforts in education;
- (c) carry out research and development related to the philosophy, teaching methods and curricula in the field of education for international understanding and global citizenship education;
- (d) organize training workshops and seminars on education for international understanding and global citizenship education;
- (e) produce and disseminate teaching/learning materials and other publications on education for international understanding and global citizenship education; and
- (f) undertake any other activities necessary to promote education for international understanding and global citizenship education in the Asia-Pacific region.

## **Article 4 Legal Capacity**

The Centre shall, in accordance with the laws and regulations of the Republic of Korea, possess legal personality with capacity, *inter alia*,

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

and the functional autonomy necessary for the execution of its objectives and functions.

## **Article 5 Constitution**

The Constitution of the Centre shall include provisions describing precisely:

- (a) the legal status granted to the Centre, within the national legal system of the Republic of Korea, including its legal capacity; and
- (b) the governing structure of the Centre allowing UNESCO representation within its governing body.

## **Article 6 Participation**

1. The Centre shall encourage the participation of the Member States and Associate Members of UNESCO which, through their common interest in the objective of the Centre, desire to cooperate with the Centre.

2. UNESCO Member States and Associate Members 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 this Agreement and other Member States of the receipt of such notifications.

## **Article 7 Governing Board**

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

- (a) three representatives of the Government;
- (b) a representative of UNESCO;
- (c) two representatives of Member States of UNESCO wishing to participate in the Centre's activities that have sent to the Centre a notification of their desire to participate in the Centre's activities, in accordance with Article 6, paragraph 2, while ensuring, as far as possible, equitable geographical representation;
- (d) the Director of the Centre;
- (e) a representative of the Korean National Commission for UNESCO; and
- (f) three experts in the field of education for international understanding.

2. The Governing Board shall:

- (a) review and approve the medium- and long-term strategies of the Centre;
- (b) review and approve the annual work plan and budget of the Centre submitted by the Director of the Centre;
- (c) review and approve the annual reports submitted by the Director of the Centre,

including biennial self-assessment reports of the Centre's contribution to UNESCO's programme objectives;

- (d) 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;
- (e) adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws and regulations of the Republic of Korea;
- (f) revise the Constitution and the Operational Regulations of the Centre, as necessary; and
- (g) decide on the participation of intergovernmental organizations and international organizations in the region 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 at the request of the Government or UNESCO or at the request of one-third of its members.

4. The Governing Board shall adopt its own rules and procedures.

#### **Article 8 Director of the Centre**

The Director of the Centre shall undertake the following duties:

- (a) direct the work of the Centre in conformity with the medium- and long-term strategies approved by the Governing Board;
- (b) draft and submit a draft annual work plan and budget to the Governing Board for approval;
- (c) prepare the provisional agenda for sessions of the Governing Board and submit to it any proposals that he/she may deem useful for the administration of the Centre;
- (d) draft and submit annual reports on the Centre's activities to the Governing Board; and
- (e) represent the Centre in its legal activities and in all its civil acts.

#### **Article 9 UNESCO's Contribution**

1. UNESCO may provide technical assistance for the programmes and 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 activities of the Centre;
- (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned shall remain on the payroll of the dispatching organization;

- (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.

2. UNESCO shall undertake to:

- (a) enter into a partnership with the Centre, as appropriate for its various programmes;
- (b) seek financial and other support from intergovernmental and international organizations and United Nations agencies, as well as voluntary contributions from the Member States of UNESCO, for the development of the Centre's activities; and
- (c) encourage active participation and cooperation by the Member States of UNESCO in the Centre's activities.

3. In all the cases listed above, assistance shall be provided in accordance with UNESCO's Programme and Budget, and UNESCO shall provide Member States with accounts relating to the use of its staff and associated costs.

#### **Article 10** **Contribution by the Government**

The Government shall, subject to its relevant and appropriate laws and regulations and following the annual budget appropriation in the Republic of Korea, contribute substantially to financing the Centre, as needed for the administration and proper functioning of the Centre, in particular to:

- (a) cover the cost of salaries and other compensation of the staff of the Centre, including the Director of the Centre;
- (b) recruit and appoint national and international staff for the Centre, in order to ensure the effective performance of the Centre's functions, in accordance with its Constitution and Operational Regulations;
- (c) provide the necessary building, office space, training facilities and equipment for the Centre;
- (d) assume the entire maintenance of the Centre's premises and cover the cost of communications and other utilities;
- (e) provide the funds necessary for the implementation of the Centre's activities and cover the costs of holding sessions of the Governing Board; and
- (f) implement, through the Centre, regional cooperative activities in the field of education for international understanding, including, *inter alia*, research and development, training, teaching materials development, information dissemination and the holding of international conferences and/or workshops, the results of which shall be widely disseminated among the Member States of UNESCO.

## **Article 11**

### **Autonomy of the Centre**

1. The Centre shall be independent of UNESCO and have the functional legal autonomy for its own activities.

2. UNESCO shall not be legally responsible for the acts or omissions of the Centre, shall not be subject to any legal process, and shall bear no liabilities, with the exception of the obligations set out in the provisions of this Agreement.

## **Article 12**

### **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 is making a significant contribution to UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of the C/5 document (Programme and Budget), including the two global priorities of UNESCO, and related sectoral or programme priorities and themes;
- (b) whether the activities being carried out 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 Centre to UNESCO strategic programme objectives, to be funded by the Government 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 under paragraph 1 or 2, both the Government and UNESCO shall have the option of requesting an amendment to or termination of this Agreement, as envisaged in Articles 15 and 18, respectively.

## **Article 13**

### **Use of the UNESCO Name and Logo**

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

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

## **Article 14**

### **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 Government and UNESCO, shall be "referred upon consent of both parties" for final decision to an arbitral 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 the third, who shall preside over the tribunal, shall be chosen by the first two. If the two arbitrators cannot agree on the choice of the third, the appointment shall be made by the President of the International Court of Justice.

2. The tribunal's decisions shall be final.

#### **Article 15 Amendment**

This Agreement may be amended by mutual written consent of the Government and UNESCO.

#### **Article 16 Entry into Force**

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

2. This Agreement shall remain in force for a period of six (6) years from its entry into force, and shall be renewed upon common agreement between the Parties once the Executive Board of UNESCO has made its comments based on the results of the renewal assessment provided by the Director-General of UNESCO.

#### **Article 17 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 the United Nations Educational, Scientific and Cultural Organization on the Establishment of the Asia-Pacific Centre of Education for International Understanding, signed at Seoul on 25 August 2000, and renewed on 30 August 2005, 27 August 2010 and 23 August 2011, shall be terminated and replaced by this Agreement.

#### **Article 18 Termination**

This Agreement may be terminated by the Government or UNESCO by giving written



notification to the other Party of its decision to terminate this Agreement. This Agreement shall cease to be in force ninety (90) days after receipt of such notification by the other Party, except as regards the normal cessation of the activities of the Centre as well as the resolution of any disputes between the Government and UNESCO.

IN WITNESS WHEREOF, the undersigned, being duly authorized respectively by the Government and UNESCO, have signed this Agreement.

DONE in duplicate at [        ], on the \_\_\_ day of \_\_\_, 2017, each in the English and in the Korean languages, both texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE  
REPUBLIC OF KOREA

FOR THE UNITED NATIONS  
EDUCATIONAL, SCIENTIFIC AND  
CULTURAL ORGANIZATION