

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

**AND**

**THE GOVERNMENT OF JAPAN**

**REGARDING THE ESTABLISHMENT, IN JAPAN, OF AN INTERNATIONAL  
RESEARCH CENTRE FOR INTANGIBLE CULTURAL HERITAGE IN THE  
ASIA-PACIFIC REGION UNDER THE AUSPICES OF UNESCO (CATEGORY 2)**

**UNESCO Headquarters, Paris**

**30 August 2010**

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

and

the Government of Japan (hereinafter referred to as "the Government"),

*Taking into account* that the Convention for the Safeguarding of the Intangible Cultural Heritage (hereinafter referred to as "the 2003 Convention"), which was adopted by the General Conference of UNESCO at its 32nd session in 2003, entered into force in 2006,

*Further* taking into account the promulgation in Japan, in 2006, of the Law on the Promotion of International Cooperation for the Protection of Cultural Heritage Abroad,

*Desirous* of defining the terms and conditions for the establishment, in Japan, of an International Research Centre for Intangible Cultural Heritage in the Asia-Pacific Region (hereinafter referred to as "the Centre") under the auspices of UNESCO,

**HAVE AGREED AS FOLLOWS:**

**Article 1  
Establishment**

The Government agrees to take, in the course of the year 2011, within the limits of the laws and regulations of Japan, the appropriate measures that may be required for the establishment in Japan of the Centre, as provided for under this Agreement.

**Article 2  
Participation**

1. The Centre will be at the service of Member States and Associate Members of UNESCO that, by their common interest in safeguarding the intangible cultural heritage, 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, may send the Director-General of UNESCO notification to this effect. The Director-General shall inform the Centre and the Member States of the receipt of such notifications.

### **Article 3 Legal Status**

The Centre shall be an integral part of the National Institutes for Cultural Heritage, Japan (hereinafter referred to as "NICH"), which enjoys, in accordance with the laws and regulations of Japan, the legal personality and capacity necessary for the exercise of its functions, including the capacity to contract, to acquire and dispose of movable and immovable property and to institute legal proceedings, in relation to the activities of the Centre.

### **Article 4 Objectives and Functions**

1. The objectives of the Centre will be:
  - (a) to promote the 2003 Convention and its implementation in the Asia-Pacific Region;
  - (b) to enhance safeguarding of the intangible cultural heritage in the Asia-Pacific Region, while developing and mobilizing research as a tool for safeguarding the intangible cultural heritage in the sense of Article 2.3 of the 2003 Convention; and
  - (c) to foster, coordinate and develop scientific, technical and artistic studies, as well as research methodologies, in the sense of Article 13(c) of the 2003 Convention, in the Asia-Pacific Region.
  
2. In order to achieve the above objectives, the functions of the Centre will be:
  - (a) to instigate and coordinate research into practices and methodologies of safeguarding endangered intangible cultural heritage elements present in the Asia-Pacific Region, while cooperating with universities, research institutions, community representatives and other governmental and non-governmental organizations in Japan and elsewhere in the Region;
  - (b) to assist, in terms of research, countries in the Asia-Pacific Region in implementing such measures as referred to in Articles 11, 12, 13 and 14 of the 2003 Convention, while paying special attention to developing countries;
  - (c) to organize workshops and seminars focusing on the role of research as a useful component for safeguarding the intangible cultural heritage and related practices and methodologies, involving experts, community representatives and administrators from the Asia-Pacific Region;
  - (d) to encourage and assist young researchers in the Asia-Pacific Region engaging in research activities related to safeguarding the intangible cultural heritage;
  - (e) to cooperate with other category 2 centres and institutions active in the domain of safeguarding the intangible cultural heritage, in the Asia-Pacific Region and beyond; and
  - (f) to initiate cooperation among all other interested institutions active in the domain of safeguarding the intangible cultural heritage, while furthering technical assistance vis-à-vis developing countries, in the Asia-Pacific Region.

## Article 5 Governing Board

1. The Governing Board for the Centre shall be established.
2. The Governing Board, which will be renewed regularly, will be composed of:
  - (a) the Chief Executive of NICH, as the Chairperson;
  - (b) a representative of the Government or his or her appointed representative;
  - (c) a representative of the Japanese National Commission for UNESCO;
  - (d) a representative of up to three other Member States of UNESCO that will have sent to the Director-General of UNESCO a notification, in accordance with Article 2, paragraph 2 above, and that have expressed interest in being represented in the Governing Board;
  - (e) up to three representatives of Japanese universities and research institutions as well as local authorities; and
  - (f) a representative of the Director-General of UNESCO.
3. The Governing Board shall:
  - (a) examine and adopt the long-term and medium-term programmes of the Centre submitted by the Director of the Centre, subject to paragraph 4 below;
  - (b) examine and adopt the draft work plan and budget of the Centre submitted by the Director of the Centre, subject to paragraph 4 below;
  - (c) examine the reports on the Centre's activities submitted by the Director of the Centre;
  - (d) draw up and adopt any necessary internal regulations of the Centre, based on the relevant legislative and regulatory framework relating to NICH; and
  - (e) decide on the participation of other interested institutions in the activities of the Centre.
4. The long-term and medium-term programmes as well as the work plan and budget of the Centre shall satisfy the relevant legislative and regulatory requirements relating to NICH.
5. The Governing Board shall meet in ordinary session at regular intervals, at least once every two Japanese fiscal years; 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 the majority of its members.
6. 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 functions as it deems necessary.
7. The Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government in consultation with UNESCO.

**Article 6  
Staff**

1. The Centre shall consist of a Director and such staff as is required for the proper functioning of the Centre that may include members of UNESCO's staff who are temporarily seconded and made available to 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 Centre's staff shall be nominated by the Director for the appointment by the Chairperson of the Governing Board.

**Article 7  
Duties of the Director**

The Director shall discharge the following duties:

- (a) prepare the long-term and medium-term programmes as well as the draft work plan and budget of the Centre to be submitted to the Governing Board;
- (b) direct the work of the Centre in conformity with the programmes and work plan adopted by the Governing Board;
- (c) prepare the provisional agenda for the sessions of the Governing Board while submitting any proposals that he or 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; and
- (e) discharge any other duties required for the proper functioning of the Centre, in pursuance of the programmes and work plan adopted by the Governing Board.

**Article 8  
Contribution of UNESCO**

1. UNESCO may provide assistance, as needed, in the form of technical assistance 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; and
  - (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.
3. In all the cases listed above, such assistance shall only be undertaken when it is provided for in UNESCO's programme and budget.

**Article 9  
Financial Matters**

1. The Government shall take appropriate measures in accordance with the laws and regulations of Japan, which may be required for the Centre to receive adequate funds.
2. The Centre's resources shall derive from sums allotted by NICH, from such contributions as it may receive from any governmental, intergovernmental or non-governmental organizations, and from payments for services rendered.

**Article 10  
Responsibility of UNESCO**

UNESCO shall not be legally responsible for the Centre and shall bear no liabilities of any kind with respect to the Centre, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

**Article 11  
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 an important contribution to the strategic goals of UNESCO; and
  - (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 12  
Use of UNESCO Name and Logo**

1. The Centre may mention its affiliation with UNESCO and 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 in accordance with the conditions established by the governing bodies of UNESCO.

**Article 13  
Entry into Force**

This Agreement shall enter into force upon its signature.

**Article 14  
Duration**

This Agreement shall remain in force for a period of five years after its entry into force and shall be renewed tacitly every five years.

**Article 15  
Denunciation**

Notwithstanding Article 14 above, the Government or UNESCO may terminate this Agreement at any time by giving six months prior written notice to the other.

**Article 16  
Revision**

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

**Article 17  
Settlement of Disputes**

Any disputes between the Government and UNESCO regarding the interpretation or application of this Agreement shall be resolved through negotiation between them.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

DONE at Paris, this 30<sup>th</sup> day of August, 2010, in duplicate in the English language.

For the United Nations Educational,  
Scientific and Cultural Organization

For the Government of Japan



Irina Bokova  
Director-General

30 August 2010



Tadamichi Yamamoto  
Ambassador Extraordinary and  
Plenipotentiary, Permanent Delegate

30 August 2010