



United Nations  
Educational, Scientific and  
Cultural Organization

## Tehran ICH Centre

Regional Research Centre for Safeguarding  
Intangible Cultural Heritage in West and Central  
Asia, Under the Auspices of UNESCO

In the Name of God

# 1<sup>st</sup> EXTRAORDINARY MEETING OF THE GOVERNING COUNCIL

(21 & 22 May 2013, Tehran, Islamic Republic of Iran)

# DRAFT BOOK OF RULES & REGULATIONS OF THE CENTRE

## English

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## FOREWORD

Pursuant to the debates in the course of the 1<sup>st</sup> Ordinary Meeting of the Governing Council to the Regional Research Centre for Safeguarding Intangible Cultural Heritage in West and Central Asia, Under the Auspices of UNESCO (Category 2), hereinafter referred to with its adopted abbreviated name, namely, "Tehran ICH Centre", on the necessity of adopting a "Book of Rules and Regulations of Tehran ICH Centre" in the course of the 1<sup>st</sup> Extraordinary Meeting of the Governing Council (the present Meeting), to grant the Centre's activities with the needed procedural, implementation, and official aspects, especially, as regards the contents of the following decisions:

- **Decision 09/TICHG/GC-001/11-12**, on the Constitution of the Centre,
- **Decision 11/TICHG/GC-001/11-12**, on the Staffing Table of the Centre,
- **Decision 12/TICHG/GC-001/11-12**, on the method of establishing and functioning of the Centre's Executive Board,  
Constitution of the Centre,
- **Decision 13/TICHG/GC-001/11-12**, on the Annual Work Plan and Budget of the Centre,
- **Decision 15/TICHG/GC-001/11-12**, on the Strategy and Long- and Medium-term Programmes of the Centre, and
- **Decision 16/TICHG/GC-001/11-12**, on the 1<sup>st</sup> Year Projects of the Centre,

as well as the argumentations on the need for drafting and adopting comprehensive documents on the following topics:

- The Rules of Procedure of the GC,
- The Rules and Regulations of the Centre,
- The Financial, Administrative, and Personnel Management Procedures of the Centre,
- The Methods of Participation for Regional Intergovernmental Organizations and International Organizations in the Work of the Centre, while Taking into Account Existing and Future Agreements between States and Institutions,
- Defining TOR of the GC's Chairperson,
- The Structure of the Centre's Executive Board, and

- Planning the Methods for Drafting and Adopting the Rules of Procedure of the Centre's Executive Board,

the Present document, titled "Book of Rules and Regulations of the Regional Research Centre for Safeguarding Intangible Cultural Heritage in West and Central Asia, Under the Auspices of UNESCO (Category 2) ("Tehran ICH Centre) is, hereby, submitted to the 1<sup>st</sup> Extraordinary Meeting of the Governing Council of the Centre.

The present document encompasses the Parts that will follow:



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### **PART ONE**

# **RULES OF PROCEDURE OF THE GOVERNING COUNCIL TO TEHRAN ICH CENTRE**

## **Introduction:**

Based on Article 4 of the Agreement between the Government of the Islamic Republic of Iran and the United Nations Educational, Scientific and Cultural Organization (UNESCO), Regarding the Establishment, in Tehran, of a Regional Research Centre for Safeguarding Intangible Cultural Heritage in West and Central Asia Under the Auspices of UNESCO (Category 2), hereinafter called "the Agreement", the Rules of Procedure for the Governing Council to Tehran ICH Centre is as listed below:

### **Article 1: Definitions**

**Government:** It refers to the Government of the Islamic Republic of Iran;

**UNESCO:** It refers to the United Nations Educational, Scientific and Cultural Organization;

**Centre:** It refers to Tehran ICH Centre;

**Council:** It refers to the Governing Council of the Centre;

**Director:** It is used to refer to the Director of the Centre. (In cases where it is needed to refer to the Chairperson of the Governing Council in the context, it will be specified as "the Chairperson");

**Member Country:** It refers to the country which, in accordance with the provisions of Paragraph 2 of the Agreement Article 5, has sent an application for membership to the Centre and has been granted membership;

**Appointed member:** It refers to the members of the Council who have been appointed by I.R. Iran or UNESCO;

**Elected Member:** It refers to those members of the Council who have been unanimously elected by the other members of the council.

## **Article 2: Council composition:**

2-1- The Members of the Council will be as follows:

- The Representative of the Iranian Cultural Heritage, Handicrafts and Tourism Organization (ICHHTO), on behalf of the Government,
- Representative of UNESCO's Secretary General,
- Two Representatives from Member Countries,
- Representative of Iranian National Commission for UNESCO,
- Three Intangible Cultural Heritage experts.

2-2- The Members of the Governing Council will be appointed in accordance with Article 3 of this collection of Rules of Procedure;

2-3- The Elected Members will begin their work in the first session of the Council held after the elections;

2-4- In accordance with Article 3-4, the Observers can attend the Meetings provided they have already obtained the Council's consent;

## **Article 3: Election Procedures for the Members of the Council**

3-1- Representatives of the two Member Countries

3-1-1- The interested countries which wish to join the Council and operate within the framework of the Agreement signed between the I.R. Iran Government and UNESCO and ratified in 13.June, 2011, and numbered 491/17798 by the Iranian Consultative Assembly, can send their written request to the Director; and in case it is approved by the Council Members, they will be granted membership;

3-1-2- If one of the afore-mentioned governments expresses its willingness for membership to the Director, at least 90 days before the holding of the Third Year Ordinary Meeting of the Council, the Director will consult the Council's Members in this regard;

3-2- The council in its Third Year Meeting of its activity will decide on the election of the above-said two representatives (as cited in Article 3-1) for the next period;

### **3-3- Membership duration**

3-3-1- the Appointed Members of the Council are elected for four years and they enjoy the right to be re-elected;

3-3-2- the Elected Members of the Council are elected for a period of four years, and after a waiting period, they can nominate for the Council;

### **3-4- Observers**

3-4-1- Those Member Countries of the Centre which are not a member of the Council, can attend the Meeting as an Observer when they join the Centre;

3-4-2- Those organizations/institutes which wish to attend the Council's Meetings as Observers, need to send their written request to the Director. After the consent is given, they can attend the next Council' Meeting.

3-4-3- Those Observers who wish to address the Council, or desire to submit a report to the Council, need to inform the Director 30 days prior to the holding of the Meeting by giving a written note to the Director;



3-4-4- In the First Meeting of the Council, the Director will put on the Agenda for discussion the received requests related to Paragraphs 3-4-2 and 3-4-3;

#### **Article 4: Holding of the Meetings**

4-1- According to Paragraph 3 of Article 7 of the Agreement, the Ordinary Meetings of the Council will be held once a year. The Chairperson of the Council, or the Representative of UNESCO Director General, or the Director, or two-third of the Members can ask for the holding of an Extraordinary Meeting;

4-2- The Chairperson of the Council will preside over the Meetings; the same person will announce the opening of these Meetings;

4-3- The ordinary venue for holding Meetings of the Council will be the I.R. of Iran. In case any of the Member Countries desire for hosting one of the Council's Meetings, and under the condition that consensus is reached at, the said session can be held in that country;

4-4- The time and venue of the Council's Meetings will be adequately announced to all of the Member Countries, States on the Region, or interested organizations;

#### **Article 5: Agenda of the Meetings**

5-1- Draft of the Agenda

5-1-1- The Draft of the Council's Agenda should be prepared by the Director;

5-1-2- The Draft of the Agenda should be presented to the Members of the Council at least 30 days before the holding of the session;

5-2- Adoption of the Agenda: At the beginning of each session, the Council will discuss and approve the Agenda;

5-3- Amendments, omissions and new additions

During one session, the Council can change the priorities of the Agenda, or add or omit certain parts. To do so, the presence of two-thirds of the Members is compulsory;

### **Article 6: Positions**

6-1- Chairperson of the Council

The Chairperson of the Council will be elected from among the Members by voting. The Chairperson can be elected for subsequent periods;

6-2- Vice Chairperson of the Council

Vice Chairperson of the Council will be selected from among the Members;

6-3- Secretary

The Director will attend the Meetings as the Secretary;

6-4- Overall powers of the Chairperson of the Council

The Chairperson of the Council is in charge of the following affairs:

Announcing the start and ending of the sessions, managing the debates, controlling that the regulations are observed, giving the floor, asking for issues to be voted, and announcing the approvals. He is also in charge of notifying Points of Order, in order to guarantee the management of the debates in accordance with the enacted Rules and Regulations.

## 6-5- Role of the Vice Chairperson of the Council

6-5-1- In case the Chairperson is deemed disqualified, the Vice Chairperson of the Council will be in charge till a new Chairperson is elected;

6-5-2- In the absence of the Chairperson, the Vice Chairperson of the Council will preside over the sessions;

## **Article 7: Committees and Working Groups**

Committees and Working Groups are those which are suggested and formed by the Council in order to study, research, do follow-up and supervise one or several issues for a given period of time and with a specific purpose in accordance with the following conditions:

7-1- The committees and Working Groups formed by the Council's approvals will hold their sessions within the framework set by the council;

7-2- Each of the said committees and Working Groups may have its own Chairperson, Vice Chairperson, or Secretary;

7-3- The present collection of Rules of Procedure will also apply to the Committees and Working Groups unless the Council approves a separate collection of Rules of Procedure for them;

7-4- The proposal for the formation of Committees and Working Groups, including the number of members, their composition, and the description of their jobs, will be provided by the Secretariat or Council Members to the Governing Council;

## **Article 8: Secretariat**

The Secretariat of the Centre consists of the Director and its Staff, formed in accordance with the related Staffing Table and approved by the Council;

## **Article 9: Language**

- 9-1- Persian and English constitute the Official Languages of the Council;
- 9-2- Each of the Council Members can use a language other than the two Official Languages of Centre, for addressing the Council, or in any other session of the Centre, provided that the oral rendering into the mentioned Official Languages is possible;

## **Article 10: Decisions and Documents**

### 10-1- Decisions

10-1-1- The electronic drafts of each of the articles of the Agenda and the documents related to it, as well as the text of the related Decision, previously handed out to the Members of the Council, will be presented to the mentioned Members during the sessions, and will be discussed afterwards; after taking into account the proposals and possible corrections, the Members will eventually decide upon each through consensus;

10-1-2- The proposals of the Council will be enforceable immediately after their adoption. A copy of the Decisions will be distributed for the use of real and legal entities.

### 10-2- Documents

10-2-1- It is imperative that the Draft of Documents for each Meeting should be distributed among the Members one month prior to its holding;

10-2-2- All the adopted documents will be published in both Official Languages of the Centre;

10-2-3- The Director should submit a detailed report on the activities of the Centre to the Council for the approval of the Major Financial Statements and Annual Plans of the Centre;

10-3- It is imperative that the Decisions of the Council sessions and the Persian / English documents should be an exact replica of each other;

### **Article 11: Sessions Formalization**

The sessions will be considered Formal with the attendance of a minimum 5 Members. The presence of Representatives of Government and UNESCO, or their fully-authorized representatives, is integral for the sessions to be considered Formal;

### **Article 12: Meeting Procedure**

12-1-1- The Council Members or the Director are entitled to offer suggestions, or personal opinions, regarding any issue, in either writing or speech, to the Council, as well as affiliated Committees or Working Groups;

12-1-2- The Chairperson can invite experts or Observers to take part in discussions, and offer their opinions in writing or speech;

#### 12-2- Sequence of interventions

The Chairperson will ask the Members to intervene in accordance to their turns;

#### 12-3- Time allocation for interventions

The council is entitled to decide on the time allocation for interventions by Members or Guests;

#### 12-4- Points of Order

During the discussions, each Member can notify any Point of Order. The Chairperson should take necessary measures in this regard. Each Member is also entitled to ask questions or make protests to the subjects raised by other Members or voting procedures.

#### 12-5- Suspension, Adjourning, or Termination

Each Member of the Council can submit a request the Suspension, Adjourning or Termination of a session. This suggestion will be immediately discussed. The priorities in this regard are as follows:

- A) Termination of the session over the subject of debate,
- B) Termination of a given subject;
- C) Termination of the session;
- D) Suspension of the session;

### **Article 13: Consensus and Voting**

#### 13-1- Franchise

Each Council Member has one vote. Observers and secretary can not vote.

#### 13-2- Decisions

13-2-1- The Decisions made in the sessions will become enforceable if they are passed by consensus among the Present Members; in case of lack of consensus, an overwhelming majority vote among the "Members Present at Voting Time" will enforce them;

13-2-2- The phrase "Members Present at Voting Time" refers to those Members who have submitted their yes/no vote. The Members who have refrained to vote will be excluded;

#### 13-3- Raising hand and vote counting

The voting is carried out by Members raising their hands, unless when a Member requests for a written vote casting. The report prepared by the Director for submission to the Council shall contain the number of votes and also of the Members who did not take part in voting;

#### 13-4- Amendments

13-4-1- Having been drafted in place, the proposed amendments should also be discussed. Such amendments should also be passed based upon consensus; in case of lack of consensus, an overwhelming majority of the "Members Present at Voting Time" should vote for it;

13-4-2- When two or several amendments are proposed for a particular point, the Chairperson should start the discussion from the remotest option, and keep doing so till all proposals have been discussed;

13-4-3- Amendment refers to any proposal for addition, deletion or change of a Paragraph;

#### 13-5- Secret Ballot

In cases when there is a consensus among the Members on secret ballot, or they deem it imperative, they may ask for a secret ballot;

#### 13-6- Equal Botes

In cases when the returns of voting is not decisive, (there is an equal number of for and against) that case is deemed rejected;

### **Article 14: Suspension**

The suspension of any of the provisions of this collection of Rules of Procedure can be achieved only through a unanimous vote of all Members;



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**Article 15:** This collection of Rules of Procedure, consisting of an introduction, 15 Articles, and 67 Paragraphs, was approved in the session dated 21 May 2013 of the Governing Council, and is enforceable.

Signed by Chairperson of the Governing Council to Tehran ICH Centre





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### **PART TWO**

# **ADMINISTRATIVE AND EMPLOYMENT By Law FOR TEHRAN ICH CENTRE**

## **Introduction**

In reference to Article 5 to the Constitution of Tehran ICH Centre, based in Tehran, Islamic Republic of Iran, and according to I.R. of Iran's Labor Law enacted in 1990, and its later amendments, the Social Security Law and the Centre's policies and guidelines, this By Law is drawn up and approved by the Governing Council to Tehran ICH Centre, in the course of its 1<sup>st</sup> Extraordinary Meeting, on 21 May, 2013.

## **Chapter 1: General and Definitions**

**Article 1- Centre:** Centre refers to the Regional Research Centre for Safeguarding Intangible Cultural Heritage in West and Central Asia, Under the Auspices of UNESCO (Category 2), abbreviated as "Tehran ICH Centre", which has been officially recognized due to the Agreement signed between the I.R. of Iran Government and UNESCO.

**Article 2- Employees:** Employees refer to all the individuals recruited by the Centre as full time or part time employees or commissioned to work there for whom the Labor Law is applicable.

A- Full-time employee: It refers to an individual who is permanently hired in exchange of their services.

B- Part-time Employee: It refers to an individual who is hired for a limited period of time.

Note: All the employees should serve a probationary period before being fully recruited by the Centre.

C- Employee on Duty: It refers to an individual who is commissioned from another organization, office, department to work in the Centre.

Note: This By Law will apply to employees on duty serving in the Centre.

**Article 3- Apprentices:** It refers to an individual who voluntarily or by the request of their educational institute or any other entity has started working in the Centre to learn or improve a special skill for a certain amount of time. The Centre has no obligation to recruit them later.

**Article 4- Employment:** It refers to the acceptance of an individual to work as an employee for the Centre.

**Article 5- Appointment:** It refers to assigning a position or job to an employee of the Centre.

**Article 6- Transfer:** It refers to the permanent or temporary moving or changing of an employee's position in accordance to a By Law approved by the Director of the Centre.

**Article 7- Position:** It refers to the set of responsibilities or tasks related to a given position recognized as a given job at the Centre.

**Article 8- Post:** It refers to a position of paid employment at the Centre and specified in the Staffing Table which might have a working employee or not.

**Article 9- Post Change:** The Centre is entitled to change the post of its employees as it deems appropriate. The new post may be higher / lower or at the same level of the previous one, each of which is subject to the provisions of this By Law and Jobs Classification Plan of the Centre.

**Article 10- Promotion:** It refers to the employees' act of being raised in rank or position.

**Article 11- Wage:** It refers to all the legal payments that the employees receive including salary, wage, fringe benefits, bonuses, accommodation and food payments, transportation expenses or any other form of payment cash or in kind.

**Article 12- Commissioning:** It refers to the act of assigning a job or responsibility to any of the Centre's employees for a given period of time, in compliance with the relevant Commissioning By Law of the Centre.

**Article 13- Staffing Table:** The Director of the Centre prepares the master Staffing Table of the Centre in accordance with the Centre's visions determined in its articles of associations.

**Article 14- Jobs Classification Plan (on the basis of separating position from job):** The classification of jobs will be done in accordance with the size, diversity and complexity of responsibilities, and required qualifications.

## **Chapter 2: recruitment conditions**

**Article 15: Hiring the Employees:** The recruitment of the new employees will be achieved through the observation of the following general and specific conditions, and on the basis of a Collection of Rules and Regulations to be approved by the Centre's Director.

### **15-1- General Conditions:**

- 1- Iranian nationality,
- 2- Follower of Islam or any of the official religions of the country,

- 3- Physical and psychological competence for the position, verified by the medical experts of Tehran Health Office,
- 4- Minimum Grade Point Average of 14,
- 5- Having completed military service or possessing exemption certificate for men,
- 6- Enjoying good reputation , having no criminal record or drug addiction,
- 7- Not being employed in other organizations/ departments etc,
- 8- Being in the age range of 18 to 30

Note: For each year of higher education degrees (higher than the required one), or each year of work experience in related fields, one year will be added to the maximum allowable year which can be increased up to 40.

### **15-2- Special Conditions:**

The applicants for the Centre should also possess the special qualifications required for that position, such as academic degree, experience or other conditions set by the Centre.

**Article 16- Trial Period Employment:** The newly hired employees should, at least, serve for a three-month trial period, and in case they have a satisfying performance, they will become a full-time employee.

Note: If the Centre regards the service of its part-time employees satisfactory, it can accept it as the trial period.

## **Chapter 3: Wages, Allowances, Rewards,**

**Article 17- Wages and Benefits:** The wages/salaries of the employees will be determined in accordance with the Jobs Classification Plan and evaluation

system verified by Ministry of Labor, consisting of salary, retirement bonuses, benefits, commission fees, or any other form of payment.

**Article 18- Payment Raise:** The employees' salary/wage will be increased in the following cases.

- A- General raise: This increase will be done in accordance with the ratios set in relevant Jobs Classification Table, or proposed by the High Council of Labor, or due to the pressing need of the Centre proposed by the Director and observance of relevant codes and laws.
- B- Yearly increase: Each employee will enjoy a yearly increase in salary in accordance with the enactments of High Council of Labor.
- C- Promotion: The deserving employees will get promoted to higher positions.

The increase of salary or benefits due to promotion will be done in accordance with relevant by laws and jobs classification plan.

**Article 19- Special Fringe Benefits:** The Centre can allocate a special payment for the employees whose service or specialty is needed or rare.

**Article 20- Outstation Duty Benefits:** Those employees who are sent to outstation duty inside or outside the country are entitled to transportation and accommodation expenses plus an outstation duty bonus which should not be less than one single day wage. The relevant By Law for Outstation Duty Payment will be enforceable after being endorsed by the Director of the Centre.

**Article 21- Transfer Extra Benefits:** The Centre will assign an Extra Benefit for those employees who are sent on duty to another city. This benefit will be payable after the approval of the Director of the Centre and depends on the job level and position of the employee.

**Article 22- Performance Premium:** In order to create an incentive to work harder and motivate the employees, the Centre can allocate some bonus to the qualified employees on the basis of a plan approved by Ministry of Labor and Social Security and approved by the Centre's Director.

**Article 23- Incentive Pay:** The Centre can reward those employees who have performed a remarkable achievement or enhanced the productivity / performance of the Centre. This incentive pay will be determined by a special By Law approved by the Director.

**Article 24- New-year gift, One-year Service Reward:** At the end of the year, the Centre will pay its employees gifts and rewards determined by Labor Law and High Council of Labor. The Director can also allocate some bonuses on the basis of State Employees Evaluation System for those employees who have rendered satisfactory services.

**Article 25- Gratuity:** The employees whose services at the Centre are terminated will receive a golden shake hand (gratuity) in accordance with the provisions of the Labor Law and Centre's Decisions.

**Article 26- Legal Pays and Benefits:** The Centre is obliged to pay its staff all the pays and benefits specified in Labor and Social Security Laws and by Labor Council. Paying any amount not specified in those laws will require the approval of the Centre's Director. The necessary By Law for such payments will be drawn up and will be enforceable after the approval of the Centre's director.

**Article 27- Other Benefits:** Under special circumstances or conditions, when there is a need for the payment of bonuses / rewards not specified above,

prior to the payment, each case should be reported in detail to the Director and his approval obtained.

## **Chapter 4- Work Schedules/Hours, Leaves and Holidays**

**Article 28-** The Centre's employees' working hours will be 44 hours/week.

**Article 29-** Working schedule will be as follows:

- A- Daily work: It refers to any work carried out from 6 AM till 22 PM.
- B- Nightly work: It refers to any activity carried out from 22 PM to 6 AM.
- C- Mixed work: It refers to activities part of which is performed during 6 AM – 22 PM, and the other part done during 22 PM to 6 AM.
- D- Intermittent work: It refers to any work / activity which is done intermittently.
- E- Shift work: It refers to those works which are done in different time periods i.e. morning, evening or night.

Note: The shift work can exceed 8 hours/day or 44 hours/week provided the total does not exceed the 176 hours in four consequent weeks.

**Article 30- Overtime:** The maximum overtime per day will be 4 hours, unless otherwise mutually agreed between the parties or specified in law.

**Article 31- Wages for Different Work Periods:** The cases when the employees will receive an additional payment include:

- A- Nightly work: A 35% raise will be given to non-shift nightly work.



- B- Shift work: Shift work done in morning or afternoon will get 10% raise, done in morning, afternoon or night 15% and done in morning and night or evening and night 22.5%. These raises will be added to the base daily wages.
- C- Mixed work: The time of mixed work performed at night will be given 35% extra percentage to the base daily wage.
- D- Overtime: The overtime hours will be calculated with 40% increase to base daily wage.

### **Article 32- Holidays:**

- A- **Weekly holidays:** Friday: The weekend wage will be calculated by adding the base wage and daily benefits. Under special circumstances, when a single or group of employees have to work on weekends, they will be assigned another day as their weekend. For works performed on holidays (weekends) the staff will receive 40% raise from their daily work base wage.

Note 1: In case the days of working days/week is less than 6 days, the wage of weekend work will be equal to 1/6 of the sum of wages or salary for one week.

Note 2: When employees have 5 days / week work or perform a total 44-hour work in 5 days, the wage for each weekend (2 days off) will be equal to daily wage.

- B- Official Holidays: It refers to all national holidays.

### **Article 33- Leaves:** The different types of leaves will include:

- A- Annual Leave: All full-time members of staff are entitled to 30 days Annual Leave. They are entitled to salaries and benefits outlined in their last Personnel Department Decree.
- B- Marriage Leave: All staff can have four day leave for marriage.
- C- Emergency Leave: The staff can have four-day emergency leave in case they lose one of their close relatives such as their parents, children or marital partners.
- D- Pilgrimage Leave: During their service, all staff can have 30 days leave for undertaking Haj Pilgrimage. This period can be subtracted from their Annual Leave or be a Leave Without Pay.
- E- Leave Without Pay (LWOP): The Leave Without Pay will be granted on the basis of mutual agreement, and within the provisions of Article 16 of the Labor Law.
- F- Sick Leave: The staff can have Sick Leave in accordance with the regulations of Social Security Organization.
- G- Parental and Maternity Leave: The female staff are entitled to 120 days leave for pregnancy and childbirth in accordance with the relevant laws and regulations.
- H- Bonus Leave: In order to express its gratitude and encourage the hard working staff, the Centre can grant bonus leave to them (all the specifications of Annual Leave apply to this kind of leave, but it is excluded from it).

**Article 34- Leaves Regulations and Procedures:** The leave procedures and classification will be determined in accordance with a special By Law drawn up and approved by the Director.

## **Chapter 5- Insurance, Retirement and Welfare Regulations**

**Article 35- Retirement:** The staff of the Centre are eligible to the laws of Retirement Fund as listed below:

- A- Employees liable to Labor Law: All the employees of the Centre, both full-time and part-time, who are subject to Labor Law are covered by Social Security in terms of insurance policies and retirement since the beginning of their service.
- B- In case any employee requests, the Director of the Centre can change his retirement status to state retirement status from other retirement forms in accordance with relevant laws and regulations.

**Article 36- Insurance:** In order to protect its staff and their families, the Centre can provide different types of insurance coverage such as Health, Life, or Casualty Insurance. After the relevant By Law has been drawn up and approved by the Director, it will become enforceable.

**Article 37- Housing:** The Centre will follow the following procedures to provide decent housing for its staff:

- A- Allocating housing allowances in accordance with High Labor Council and the Centre's Decisions.

Note- The Centre can allocate an extra amount of money specified by the law to all or some of its staff after the approval of the Director.

- B- The Centre can also speculate ways for offering housing loans to its staff.

The relevant By Law for the above issues will become enforceable after approval by the Director.

**Article 38- Loan:** The Centre can offer loans to help its staff, the relevant By Law will be applicable after endorsement by the Director.

**Article 39- Non-pecuniary Benefits:** The Centre can allocate Non-pecuniary Benefits to its working staff, retirees, or pensioners during national or religious occasions.

**Article 40- Commuting expenses:** To help the staff in their daily commuting to the Centre, the Centre can allocate some monthly fees to cover the expenses. It should be approved by the Director.

**Article 41- Praying Room (Mosque):** The Centre will provide a decent place for its staff to perform prayers or hold religious services.

**Article 42- Nursery and Kindergarten Expenses:** In compliance with Labor Law and in order to help its female staff, the Centre will allocate some money to cover their nursery expenses.

**Article 43- Cultural and Recreational Facilities:** To enhance its staff health and merriment, the Centre will try to provide recreational, sports and cultural facilities within its potentials.

**Article 44- Pilgrimage and Recreational Trips:** To the extent that its resources may allow, the Centre will take the measures needed for Pilgrimage and Recreational Trips and Camping, or to provide its staff with the facilities to this end. The By Law related to such trips or camping shall need the approval of the Director for enactment.

**Article 45- Educational Grants:** If possible, the Director of the Centre can offer educational grants to the children of its working staff, retirees or pensioners.

**Article 46- Special Welfare Benefits:** In cases when the staff of the Centre are in need of special support due to incurable diseases or other family problems, the Centre can take measures to help them within its limits. The Director's approval is a prerequisite for this action.

## **Chapter 6: Safety and Health**

**Article 47- Technical Protection and Work Hygiene:** The Centre is obliged to observe all the technical and safety codes and requirements specified in Labor Law.

**Article 48- First Aid:** The Centre should establish and provide health and first aid treatment in its head office. In case of emergency, the Centre should immediately have the injured transferred to the nearest medical centre.

**Article 49- General Health and Work Environment:** The Centre will take necessary measures to provide a standard health and work environment for its staff.

## **Chapter 7: Termination of Work (Termination of Contract)**

**Article 50- Resignation:** Employees of the Centre may ask for the termination of their service by giving one month's notice in writing to the Director, provided they have no legal obligation to the Centre. The designee is entitled to one month salary and benefits for each year service (continuous or intermittent).

**Article 51- Expiration of Contract Time:** The Centre reserves the right to terminate the service of employees who have been hired for a specific time period or those who work as part-time immediately after the expiration of their contract date. These employees are entitled to one month salary and benefits for each year service at the Centre in accordance with their last payroll lists.

**Article 52- Failure During Trial Period:** The Centre can terminate the service of those employees who have had a poor performance during the trial period. These employees are entitled to receive their salary and benefits up to the last day of their service at the Centre.

**Article 53- Lay-off:** The Centre preserves the right to lay-off any or some of its employees if it no longer needs their service. The amount of redundancy compensation will be determined by the Director of the Centre.

**Article 54: Retirement:** The Centre will pay the employees who retire an amount equal to one month salary for each year service.

**Article 55- Disability:** The Centre will allocate to those employees who are unable to perform their duties due to physical disability an amount equal to one month salary for each year service at the Centre.

Note- if the termination of work is attributed to mental or physical disability resulted at work place, the Centre is obliged to pay a compensation equal to two month salary for each year service.

**Article 56: Death:** If an employee of the Centre passes away, the Centre will pay at least one month salary and benefits for each year service to its heirs.

Note: In case an employee dies due to work accidents, in addition to the above payments, the Centre can pay the heirs an amount equal to 3 month payment for each year service of the deceased employee.

**Article 57: Dismissal:** If any of the employees fails to perform his duties or commits a significant or willful breach of the Disciplinary Rules and Regulations of the Centre, the Centre preserves the right to fire him in accordance with the laws and regulations enacted by the Ministry of Labor, Cooperation and Social Security.

**Article 58: Termination of Employment Service:** In case the service of an employee is terminated in one of the following forms: resignation, expiration of contract time, failure in trial period, redundancy, retirement, physical disability, death or dismissal, the Centre will pay the amount of salary equal to the number of his banked standing leaves to him or his legal heirs.

## **Chapter 8- Training, Assessment and Disciplinary Regulations**

**Article 59: Training:** To enhance and improve the employees' skill and abilities, the Centre will conduct feasibility studies and carry out in-service trainings for them.

**Article 60- Training Rules and Regulations:** The Centre's Collection of Training and Educational Rules and Regulations will become enforceable after confirmation of the Director.

**Article 61- Assessment:** In order to encourage, stimulate and provide motivation, the Centre will conduct performance evaluation of its employees and reward them accordingly. To do so, an Evaluation By Law will be drawn up to be signed by the Director.

**Article 62- Disciplinary Regulations:** The employees should undertake diligently all duties assigned to them by the Centre. The Disciplinary Regulations of the Centre will be drawn up in accordance with the Labor Law and High Council of Labor and will be enforceable after authorization.

## **Chapter 9- Other Regulations**

**Article 63- Adjustment of Job Statues:** The job status of the employees governed by different recruitment systems (State or Labor Laws) will be adjusted with the present By Law.

**Article 64-** The director of the Centre is obliged to observe all the laws and regulations ratified by Iran's Islamic Consultative Assembly, Board of Ministers, or High Council of Labor.

**Article 65- Working Policy:** To enable it to function best in pursuing its undertakings at the regional level, the Centre shall function as a Secretariat composed of only those staff members as are felt to be needed. The projects and programmes of the Centre shall be done through outsourcing; consequently, such staff members shall supervise and harmonize the various outsourced jobs of the Centre to guarantee fulfillment of the related objectives, while, at the same time, preparing the related reports, among the other needed documents, for submission to the Centre's Governing Council and, when established, Executive Board, and collaborating with the said Executive Board and the Expert-Consultative Committees with which the Centre shall cooperate.

**Article 66- Broad Staffing Table Chart of the Centre:** Appendix No. 1 hereunder presents the Broad Staffing Table Chart of Tehran ICH Centre.



**Article 67:** This Collection of By Law, consisting of 67 articles and 10 notes, as well as Appendix No. 1 attached hereunder, were approved in the course of 1<sup>st</sup> Extraordinary Meeting of the Governing Council to Tehran ICH Centre, dated 21 May 2013, by the same Governing Council, and is executable since.....



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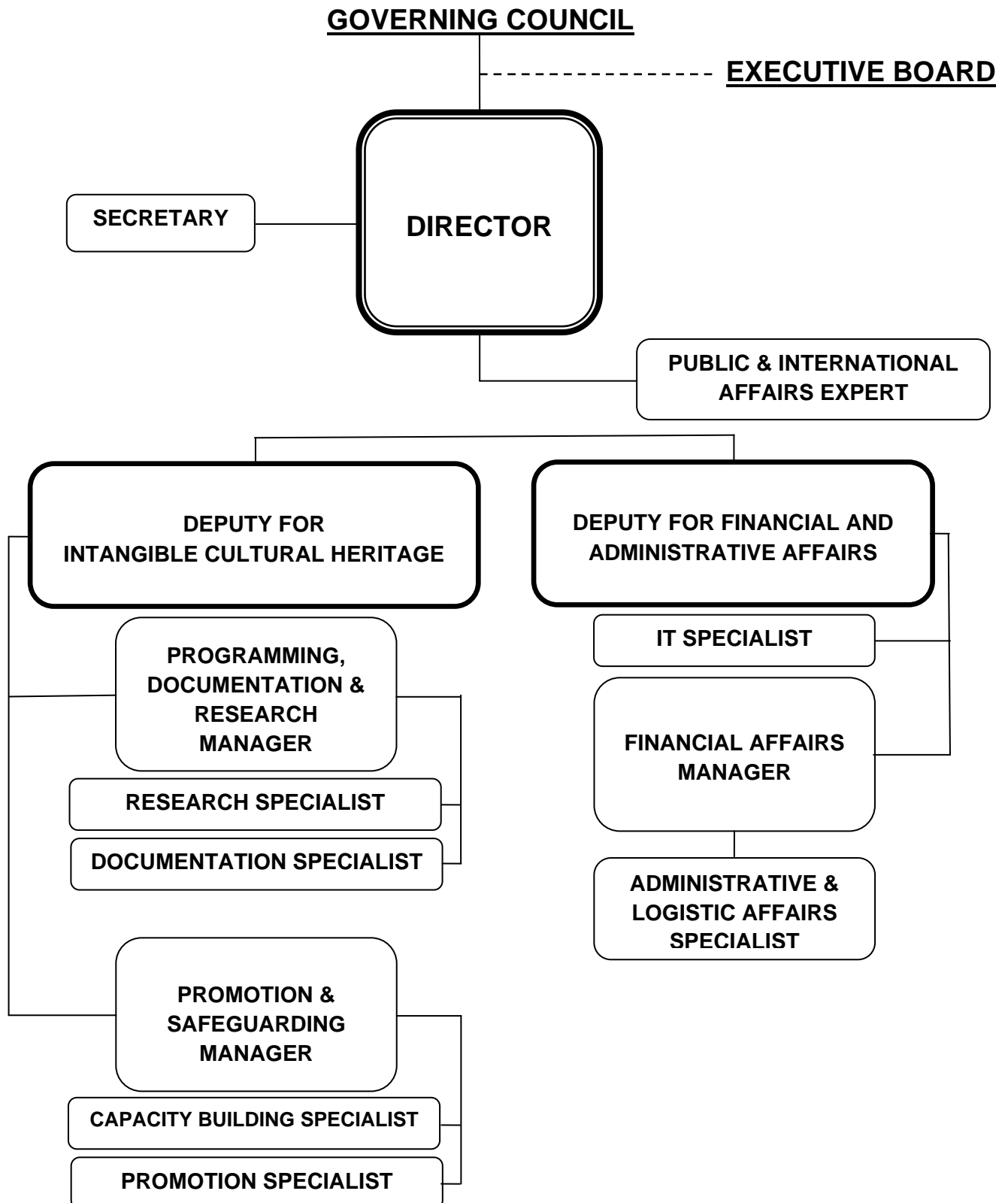
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### **Appendix No. 1**

### **Appendix No. 1**

## **Centre's BROAD Staffing Table & Chart**

## Article 1: CENTRE'S BROAD STAFFING TABLE AND CHART



## **Article 2: QUALIFICATIONS**

**2-1-** The positions presented above are needed to be occupied with highly qualified individuals. The following qualifications are, hereby, announced for the abovementioned:

**2-2- Director:** Ph.D. in related academic fields, with minimum background of 8 years of recognized academic standing and professional experience in the field of Intangible Cultural Heritage, and enjoying fluent command of, at least, English, the official jargon of UNESCO and other international organizations on Culture, and satisfactory background of participation in international conferences, workshops, and gatherings, as decided by the Governing Council of the Centre, to the extent that proper functioning of the Centre is guaranteed under the supervision of the mentioned (cf. Article 9 of the Agreement).

**2-3- Secretary:** BA or above in Management, with needed capacity and experience in, among other jobs, supervising administrative procedures around the Secretariat, guiding outsourced projects, and drafting the needed reports.

**2-4- Public and International Affairs Expert:** BA or above in International Relations, with, at least 5 years of experience, and enjoying fluent command of, at least, English, to conduct public and international relation affairs, including, among other jobs, drafting outsourcing contracts, MOU's, Agreements, and the like, and functioning as the focal point linking contractors with the Centre.

**2-5- Deputy for Intangible Cultural Heritage:** MA or above, with a minimum background of five years of activities on the subject, and desired ability to supervise the programming, documentation and research affairs of the Centre over the Region, and fluent command of, at least, English.

**2-6- Deputy for Financial and Administrative Affairs:** BA or above, in related academic fields, enjoying a minimum of five years of management activities on financial and administrative affairs.

**2-7- Programming, Documentation, and Research Manager:** MA or above in related academic fields, with acceptable CV, and 3 years of experience on the undertaken job, and Upper Intermediate command of, at least, English.

**2-8- Promotion and Safeguarding Manager:** MA or above in related academic fields, with acceptable CV, and 3 years of experience on the undertaken job, , and Upper Intermediate command of, at least, English.

**2-9- Financial Affairs Manager:** BA or above in related academic disciplines, with a minimum background of 3 years of activities on financial affairs, including insurance, contracts, etc.

**2-10- Research Specialist:** BA or above in related academic fields, with acceptable CV, and Upper Intermediate command of, at least, English.

**2-11- Documentation Specialist:** BA or above in related academic fields, with acceptable CV, and Upper Intermediate command of, at least, English.

**2-12- Capacity Building Specialist:** BA or above in related academic fields, with acceptable CV, and Upper Intermediate command of, at least, English.

**2-13- Promotion Specialist:** BA or above in related academic fields, with acceptable CV, and Upper Intermediate command of, at least, English.

**2-14- IT Specialist:** BA or above in Computational Sciences (Hardware Technology), and competent in software programming and Web.

**2-15- Administrative and Logistic Affairs Specialist:** BA or above in Management, with the needed competence in conducting personnel, logistic, and administrative affairs, among others.



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### **Article 3: Conclusion**

Drafted in 3 Articles and 16 Paragraphs, the present Appendix, titled Centre's Broad Staffing Table and Chart was approved on 21 May 2013, by the Governing Council of the Centre, in the course of its 1<sup>st</sup> Extraordinary Meeting.



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### **PART THREE**

# **FINANCIAL AND TRANSACTIONAL BY LAW FOR TEHRAN ICH CENTRE**

## **Chapter one: Definitions**

**Article 1- Centre:** Here, refers to Regional Research Centre for Safeguarding Intangible Cultural Heritage in West and Central Asia, Under the Auspices of UNESCO (Category 2), abbreviated as "Tehran ICH Centre".

**Article 2- Financial Iranian Calendar Year:** Refers to one Iranian year beginning on Farvardin the 1<sup>st</sup> (March 20<sup>th</sup> ) and ending on Esfand 30<sup>th</sup> (19<sup>th</sup> of March).

**Article 3- Master Budget:** It refers to the Financial Plan of the Centre prepared for one fiscal year, including a forecast of government budget, internal incomes and other financial resources for carrying out the operations and plans aimed at fulfilling the Centre's objectives.

**Article 4- Credit:** It refers to the fund allocated in the budget for the carrying out of the Centre's plans, Programs or Activities.

**Article 5- Operational Schedule:** It refers to the highest level of executive works classification achieved for the performing of the Centre's missions.

**Article 6- Internal income:** It refers to the incomes specified under the title "internal incomes" in the Yearly Budget and which is spent for the realization of the Centre's Objectives.

**Article 7- Identification:** It refers to the determination, and selection of commodities, services or other payments which are considered indispensable for the accomplishment of the Centre's mission.



**Article 8- financing:** It refers to allocating part or whole of the dedicated budget for paying a specific expense.

**Article 9- Commitment:** Here refers to any kind of obligation that the Centre has to deal with including:

- A- Performing a task or service,
- B- Fulfilling any contract officially signed,
- C- Joining the international agreements or membership in international organizations or associations,
- D- Assisting or supporting natural or legal entities in line with the Centre's mission and objectives,

**Article 10- verification:** It refers to determining the amounts due in accordance with the existing documents.

**Article 11- Draft:** It refers to any written permit issued by authorized officials to fulfill the Centre's commitments or pay the amounts due from the dedicated budget. The Deputy for Financial Affairs or his representative will be in charge of this task.

**Article 12- Fund Request:** It refers to a document issued by the Director or his authorized delegate for paying from the approved budget.

**Article 13- Expenses:** It refers to standing debts payable due to liabilities, financial contributions or similar terms

**Article 14- Petty Cash:** It refers to the fund given to the accounting department to meet its cash requirements or facilitate the business deals.

**Article 15- Advance Payment:** It refers to any kind of payment done before the accomplishment of the services by the contractors.

**Article 16- In-part Payment:** It refers to a payment type done in order to pay a part of the liabilities from the dedicated budget.

**Article 17- Deposit:** It refers to funds received in order to protect the rights of the Centre or guarantee the good performance in accordance with the existing laws and regulations. Confiscation or return of the deposit fund is subject to the extant laws and regulations.

**Article 18- Deputy for Financial and Administrative Affairs:** It refers to an official elected from among the qualified staff to carry out the relevant responsibilities outlined by the law. He is also in charge of the following tasks and responsibilities:

- A- Supervision of financial affairs in line with the provisions of this By Law and the Decisions of the Governing Council,
- B- Keeping accounts and preparing financial statements and supervision over documents, ledgers or software information,
- C- Safeguarding, protecting and transferring the cash funds, deposits and securities,
- D- Monitoring the accounts and overseeing the suitable use of properties,
- E- Overseeing and controlling the collection of internal incomes and making a deposit into relevant accounts.

**Article 19- Financial Affairs Manager:** It refers to an individual who is nominated by the Deputy for Financial and Administrative Affairs and, after being approved by the Director, assumes some responsibilities of the Financial Affairs Office.

**Article 20- Properties Trustee:** It refers to an individual who is nominated from the qualified honest staff by the Deputy for Financial and Administrative

Affairs, and after being approved by the Director, takes the responsibility of keeping a record of and overseeing the transfer and delivery of properties and other documents and securities and assets.

**Article 21- Supplier:** It refers to an individual who is selected from the qualified staff to purchase and supply the required goods or services dictated by his superiors in line with the extant regulations.

**Article 22:** If, for the positions listed in articles 19, 20, 21 and 22 of this By Law, the hiring of part-time employees is not possible, probationary employees will temporarily be assigned, after taking necessary guarantees from them.

**Article 23:** Financial overseeing refers to controlling the costs and payments, and incomes and receivables in line with the provisions of this By Law and Decisions of the Governing Council, or other related laws, and making sure of the authenticity of financial calculations and documents.

## **Chapter 2: Budget**

**Article 24:** The budget of the Centre will be proposed in line with the Centre's master policies and visions, programs and its educational, cultural, research and scientific objectives to be approved by the Governing Council.

**Article 25:** The Director of the Centre will propose the draft of a master budget based on the available credits to the Governing Council not later than the end of May. This proposal may include the leftover funds from previous years and other funds.

Note: Before the official approval of the Master Budget by the Governing Council, the Director of the Centre is allowed to spend a maximum 1/12<sup>th</sup> of the Yearly Budget for each month.

### **Chapter 3: Incomes and Receivables**

**Article 26:** Incomes and Receivables of the Centre are as follows:

- A- Funds which are donated to the Centre by Iranian Cultural Heritage, Handicrafts, and Tourism Organization (ICHHTO);
- B- Internal incomes of the Centre, the type and collection procedures of which will be decided by the Governing Council, in accordance with the Directive listed in Appendix No 1. All such funds will be put into the Centre's accounts;
- C- Funds whose expenditure has been specified in this By Law or other collection of regulations, such as partnership revenues or funds, obtained from the sale of movable or immovable properties of the Centre;
- D- Gifts and contributions, the particulars of which will be in accordance with Directive of Appendix No 2.

**Article 27:** Deposit or guarantee or cash security or any other form of **bonds** which are received in line with the extant regulations or deemed necessary by the Deputy for Financial and Administrative Affairs should be put into a special account opened for this purpose.

Note 1- Returning the cash securities, or covering the losses from the guarantee account, will be decided by the Director of the Centre.

Note 2- The Director of the Centre is entitled to temporarily use the funds of the special security cash account, provided they are payable at the time of clearing the accounts.

Note 3- The Director of the Centre can save part of the funds or internal incomes and use the above said income as the internal revenue of the Centre, and spend it within the Centre's Annual Budget framework.

## **Chapter 4: Expenses and Payments**

**Article 28:** For those current expenses which may last more than a fiscal year, the Director of the Centre can draw up long-term contracts. Under such circumstances, the Centre should allocate sufficient funds in its yearly budget to cover such delayed liabilities.

**Article 29:** All the expenses should follow the sequential procedure of identification, financing, commitment, verification and supervision and issuance of draft.

Note 1- The sequential procedure outlined above is also compulsory for pre-payment, petty cash (except for the commitment stage) and in part payment (except for the verification stage which is not possible for the entire obligation).

Note 2- The signing of journal vouchers attached to the documents proving the provisions of this article by the Director or his delegate will be interpreted as the realization of the above sequences.

**Article 30:** The Director or his representative is in charge of verifying the fulfillment of obligations or writing drafts. Funding and controlling the payments will be the responsibility of the Financial Affairs Manager or his representative.

Note 1- The Director of the Centre is authorized to transfer part or the whole of his powers and responsibilities of the above article to other officials of the

Centre. However, under no circumstances, this transfer of responsibilities to others can be interpreted as a waiver of immunity for him.

Note 2- The Director of the Centre may entrust his responsibilities to his Deputy, or one of the employees of the Centre.

**Article 31:** In cases where some fund needs to be paid prior to the fulfillment of an obligation, the Director, or his authorized representative, can give permission for in-part payment.

**Article 32:** In cases when the verification or preparation of documents necessary for the clearance of debts is not possible, the Director, or his authorized representative, may ask for an in-part payment.

Note- The limit and procedure governing the petty cash, in-part and pre-payment or the kind of cash security or guarantee will be decided by a special by law which has been ratified by the Centre's Director.

**Article 33:** The paying of expenses or liabilities can only be done through official bank accounts, and the bank certificates proving the transfer of the money to the beneficiary or his legal representative's account can be regarded as the receipt for it.

Under special circumstances when it is not possible for the receiver of the cash or check to sign or reveal his name, as deemed appropriate by the Director, the verification of one official concerning the payment (in check or in cash) can be regarded as the receipt for that payment.

**Article 34:** The paying of any kind of funds to natural or legal entities under the names of social assistance, student grants, research or educational or similar forms depends on the discretion of the Director and the activities of

the above persons must be in line with the Centre's mission. The receivers should provide a receipt for the money.

**Article 35:** The balance of unused budget will be transferred and included in the next year budget. This balance will be initially used to settle the debts of previous years.

## **Chapter 5: Transactions**

**Article 36:** All of the transactions of the Centre, such as sale, purchase, contracting, etc, (apart from the cases which fall under the employment regulations) should be conducted through bids, except for the following:

- A- The kind of business deals made with state ministries, companies or institutes, or with municipalities or their associates,
- B- Business deals made with public companies whose majority shareholder is the government or multi-purpose consumer cooperative companies, or any other state company under the direct management of the government,
- C- Purchase of properties or legal services which are deemed cost effective by the Director,
- D- Rent of immovable properties at the Director's discretion,
- E- Purchase of books, scientific and research journals, electronic data banks, artistic services, fine handicrafts, consultation services, invention patent, or the service of scientific institutes at the Director's discretion,
- F- The purchase of consumer daily goods which have a fixed price by the officials,
- G- The purchase of goods which are exclusively produced by the government, and have special sale agents,
- H- The fare of air and sea travel, or similar cases, which have a fixed price,
- I- The purchase of spare parts for the repair or maintenance of existing plants and equipment, laboratory goods or any other device at the Director or his representative's discretion,

- J- The repair of fixed or mobile equipment at the Director or his representative's discretion,
- K- Issues related to printing or binding at the Director or his representative's discretion
- L- All the foreign contracts or invoices conducted with or received from Member Countries.

**Article 37-** All the business deals can be divided into three groups of small, medium, or major in the following manner:

- Small business deals are less than 100.000.000 Rials worth.
- Medium business deals fall in the range of 100.000.000 to 1.000.000.000 Rials
- Major business deals exceed 1.000.000.000 Rial limit.

Note 1- The above limits can be changed in each year at the discretion of the Governing Council.

Note 2- The base limit for the purchase of small or medium deals is the price, and for the major deals the amount of estimated price.

Note 3- The base limit for sale refers to the price set by an official expert of the Centre.

**Article 38:** Low tender invitation is made in the following cases:

- Small deals up to 20.000.000 Rials can be done at the discretion of the person in charge of petty cash, and above that up to the allowable limit of small deals requires the approval of the relevant manager;
- Medium deals of the lowest possible price will be in the authority of the supplier and his superior, but the approval of the Director is also required;
- Major deals and contracts should be conducted through the publication of open tender or invitation letters (for limited tenders), at the discretion of the Director or his authorized representative.



Note- For major deals or contracts, which are done from the research budget of the Centre, the publication of tender invitation or the observance of formalities is not necessary. Such transactions can be done at the mere discretion of the Director or his authorized representative.

**Article 39:** High tender invitations are made for the following cases:

- Small deals with the highest possible price at the discretion or responsibility of the supplier;
- Medium deals with the highest possible price at the discretion and responsibility of the supplier and his superior officer, and also the approval of the Director or his authorized representative;
- Major business deals should be conducted through the publication of public high tender invitations.

**Article 40:** If a board consisting of the Centre's Director, the Deputy for Financial and Administrative Affairs, and the highest official requesting the subject of interest consider it impossible or unwise to hold a bid, it can find other ways to do the business act. In such cases, the above-said board should consider the interests of the Centre, and try to do it with minimum amount possible.

**Article 41:** The meeting over the subject of Article 40 will be held by an invitation from the Director or his representative. All members are obliged to attend the session to discuss the report requesting the abandonment of bid formalities and talk about the relevant procedures. The final decision should win a vote of majority in order to become enforceable.

**Article 42:** Contracts or receipts are an indispensable or integral part of any business deal. Only under special or exceptional circumstances, a purchase proceedings approved by the Director or his representative will suffice.

**Article 43-** The directive in Appendix No 3 provides the details concerning the business transactions, executive regulations, or bid formalities.

## **Chapter 6: Financial Supervision**

**Article 44:** If the Deputy for Financial and Administrative Affairs maintains that the payment of a given fund stands against the extant regulations, he has to provide a written report citing his reasons for refusing to pay. If the official requesting the fund accepts the responsibility for his request, and announces it in writing to the Deputy for Financial and Administrative Affairs, the same Deputy should comply with the request.

Note- The Deputy for Financial and Administrative Affairs should obtain the consent of the Director for such payments.

## **Chapter 7: Accounting and Auditing Affairs**

**Article 45:** In order to prevent the mixing of financial resources, and keep a distinction between plans and programs funded by different resources, all the accounts of the Centre should be separately kept and recorded in special independent accounts.

**Article 46:** The accounting procedures of the Centre will be done in accordance with the current accounting codes and standards practiced by non-governmental institutes.

**Article 47:** The funds of the Centre include:

- 1- Cost and investment credit funds account,
- 2- Special revenue fund,

- 3- Gifts and contribution fund,
- 4- Deposit fund,
- 5- Other independent funds which are proposed by the Deputy for Financial and Administrative Affairs and approved by the Centre's Director

**Article 48:** Financial statements of the Centre are prepared by the Deputy for Financial and Administrative Affairs, not later than 20<sup>th</sup> of June each year, and will be sent to the Governing Council for its approval. Such statements will consist of the following sections:

- 1- Centre's Operation Balance Sheet,
- 2- Funds Turnover Statement,
- 3- Annual Turnover of the Centre,

## **Chapter 8: Properties**

**Article 49:** The person in charge of movable and immovable properties has legal liability to any kind of damage made to them, whereas the Deputy for Financial and Administrative Affairs should keep a record of the properties inventory.

Note- Movable property, here, refers to non-consumer movable goods.

**Article 50:** The decisions for the sale of surplus or worn-out goods or properties can be made by a board consisting of the Deputy for Financial and Administrative Affairs, the Financial Affairs Manager, and a faithful and skillful expert chosen by the Director. The revenues raised in this way should be put into internal income account, and spent for the purchase of needed moveable goods of the Centre.

Note- The above does not apply to the sale of the moveable properties forbidden by law.

**Article 51:** The director can order the sale of surplus properties of the Centre (except goods which are considered as national, historic or exceptional properties), to be replaced by an improvement to the old items. The revenues thus raised should be put into internal income account.

Note- The assessment and evaluation of the immovable properties price is decided by an official expert from the Ministry of Justice.

**Article 52:** The Centre can temporarily relinquish its right of immovable properties to others. The revenues thus obtained are regarded as internal income of the Centre.

**Article 53:** The directive given in Appendix No 4 outlines the rules governing the maintenance, control and supervision of movable and immovable properties.

**Article 54:** Any non-monetary contribution made to the Centre is considered its property, and its use, sale or change will be subject to the terms of this By Law.

## **Chapter 9: Miscellaneous**

**Article 55:** The reception of bank bonds, cash deposit, bank cheque or promissory note as a guarantee for the tender or good performance is permissible; however, at the discretion of the Centre's Director or his authorized representative all the above forms of guarantee can be replaced with each other.

Note- since it is not possible to obtain guarantee from foreign traders without an agent in Iran, such transaction can be done at the discretion of Commission 40.

**Article 56:** When it is not possible to provide relevant documents for the costs of invitations, entertainment, ceremonies, gifts, or scientific and research travels inside the country or abroad, the Director of the Centre or his authorized representative can order the payment.

**Article 57:** The Director of the Centre should present to the Governing Council an Annual Report on the works accomplished.

**Article 58:** In case of need, the Centre may make part or all of the General Regulations governing the possession of assets for the plans or projects applicable to these funds compulsory.

**Article 59:** The cases which have not been specified in this By Law, will be subject to general state laws of the Islamic Republic of Iran, prior to the enactment of a new By Law by the Governing Council.

**Article 60:** The Director of the Centre can relinquish part or all of his power to other staff of the Centre; however, this will not grant him immunity from prosecution.

**Article 61:** This By Law, prepared in 61 Articles and 21 notes, was approved by the Governing Council to Tehran ICH Centre, on 21 May 2013, and is enforceable since .....



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### Appendix No. 2

# Directive Related to terms of Part “B” of Article 26 to Financial and Transactional BY Law Concerning Types and Manner of Internal Income collection

**Article 1-** The Internal Incomes of the Centre can be earned through the following activities:

- A- Educational activities,
- B- Use of educational spaces (to rent),
- C- Research activities and use of their findings,
- D- Consultation, research or expertise services,
- E- Use of recreational or sport facilities/spaces, restaurants, and the like,
- F- Use of printing and publishing facilities,
- G- Sale of books, journals, technical research findings, software programs or information,
- H- Revenues earned from endowment properties,
- I- Incomes earned from the rent of surplus properties by granting use permissions, or partnership in profit, etc.,
- J- Income earned from holding seminars, workshops, meetings, etc.,
- K- Sale of movable and immovable goods in order to improve them,
- L- Other cases proposed by the Director of the Centre and related to Member Countries.

Note 1- The implementation of the above activities or services should, by no means, hinder the main objectives of the Centre.

Note 2- The Centre is entitled to receive cash, moveable or immovable properties in exchange of providing educational or research services to different institutes or organizations.

**Article 2:** The internal incomes of the Centre will be obtained from drawing up contracts which are in line with the terms of existing by laws.

Note- In cases for which it is not possible to draw up a contract, the procedures will be decided by the Director of the Centre.

**Article 3:** The receivable funds are put into bank account(s) opened by the Director for such purposes. Drawing on from these accounts will require the joint signature of both the Director and the Deputy for Financial and Administrative Affairs of the Centre.

**Article 4:** The Financial Office keeps separate records for all internal incomes.

**Article 5:** The disbursement of internal incomes follows the Financial and Transactional By Laws of the Centre, and the payment of human work force will be done as outlined below:

- 1- The office related to the earning of income can propose a 50% (for special cases even 100%) payment raise for research, compilation or authorship fees, bonus for attending meetings or giving consultation etc. This should be approved by the Director.
- 2- Other payments which are proposed by the relevant office (office earning the internal income) should be approved by the Director.

**Article 6:** This directive, prepared in 6 articles and 3 notes, was approved by the Governing Council on 21 May 2013, and is enforceable since the beginning of .....

Signed

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### Appendix No. 3

## **Directive for Part “D” of Article 26 related to Financial and Transactional By Law Governing Management of Gifts and Contributions**

**Article 1:** Public Gifts and Contributions subject of this Directive refer to funds donated voluntarily by natural or legal entities to the Centre in line with the approved Agreement No. 491/17798, dated 13 June 2011, between I.R. of Iran and UNESCO.

**Article 2:** If the donators or contributors specify a certain use for their donations, and it does not stand against the existing regulations of the Centre, these gifts should be used solely for that purpose.

**Article 3:** The funds donated by natural or legal entities without specifying a particular use for them can be utilized for the Centre's educational, research or scientific purposes, which are in accordance with its overall mission and objectives set by the Governing Council.

**Article 4:** The public gifts and donations subject of this directive will be put into bank accounts. The opening / drawing on from the above accounts require the signature of the Director (or his authorized representative) and the Deputy for Financial and Administrative Affairs of the Centre.

**Article 5:** The director may ask for the investment of the extra funds of these accounts into deposit accounts. The bank interest of these accounts will be disbursed in line with the terms set in Article 3 of this Directive.

**Article 6-** If natural or legal entities have specified a particular function for their non-monetary contributions, they will be used accordingly; otherwise, their use or change into cash will be decided by the Director.

Note- Non-pecuniary contributions can be cashed and used in accordance with the provisions of this directive.



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**Article 7-** This directive, prepared in 7 articles and 1 note, was approved by the Governing Council on 21 May 2013, and is enforceable since the beginning of .....

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### **Appendix No. 4**

# **Directive for Article 43 of Financial and Transactional By Law Governing Conducting tender bids**

**Article 1:** The tender invitations are at least published once in national newspapers with wide circulations or, if needed, one to three times in local newspapers.

Note 1- At the discretion of the Director, apart from the widely circulated newspapers, other means of communication such as mass media, posters and bills, invitation letters for interested individuals (sellers and buyers of goods and services) can be used for tender bids.

Note 2- If the subject of the tender requires an international participation of bidders, the Director of the Centre may ask for the publication of the tender invitation in domestic or foreign international journals. A copy of the tender invitation will be sent to the Iranian embassies abroad and foreign embassies in Tehran via the Iranian Ministry of Foreign Affairs.

**Article 2:** The following points should be observed in the tender invitations:

- 1- Detailed particulars of the required service or goods,
- 2- Duration and location and delivery manner for the goods along with the schedule and compensation rate for the delay or failure of each party,
- 3- Emphasizing the fact that the proposed price should be enclosed and delivered in signed and sealed envelopes,
- 4- The deadline for accepting the written bids is at least 10 days after the publication of last tender invitation published in widely circulated newspapers,
- 5- Location and procedure of tender procurement,
- 6- Amount and type of the security deposit (including cash or bank deposit or offering a bank check or surety bond to the Centre),
- 7- The amount of the security for the good performance along with its submission and retrieval procedures,
- 8- Determining the maximum time required for the tender evaluation process to select the qualified tenderers,
- 9- Announcing the day and hour of the opening of the bids, and the method of participation in the tender session by the tenderers or their representatives,

- 10- Determining the amount of advance payment and the order of payments (if applicable),
- 11- Location of distribution or sale of maps, charts, or other technical specifications (if applicable),
- 12- Location of collecting a sample contract and relevant appendixes (if applicable); in such cases, the bidder or his agent should sign an agreement accepting the terms and stipulations which is annexed to their tender proposal.
- 13- Stating that participation in the tender or offering proposal creates no right for the bidder nor obligation for the employer.

**Article 3:** If the Centre requires the inclusion of a specific prerequisite not mentioned in Article 2 and it does not contradict the Financial and Transactional By Law, it can be embedded in it.

**Article 4:** The addition of new term or stipulations to the winner's contract is forbidden.

**Article 5:** If the terms or qualification requirements (in accordance with articles 2 and 3) that need to be included in the tender invitation are too many and therefore it costs a lot of money, the tender invitation can only contain the essential information such as work or service type and scope, pre-payment amount, duration and security deposit and mention that other documents can be procured at the inviter's address.

**Article 6:** The Centre is obliged to hold its tender commission at the time and place specified in the tender invitation notice in the following manner and order:

- 1- The commission should publish its proceedings containing the first three winners along with their proposed prices, qualifications and capabilities.
- 2- The reasons for the rejection of vague or defective proposals should be clearly stated and notified to the beneficiaries.

**Article 7:** The security deposit of the first tender winner who refrains from signing the contract one week after winning the tender will be confiscated by the Centre.

Note- the security deposit of second and third winners of the tender should be returned to them within a month, unless the Centre has sent them a written invitation in order of priority to sign the contract; if they refuse in such condition, their deposit will be confiscated for the Centre.

**Article 8:** The Centre reserves the right to increase or decrease the scope of work or goods up to 25%.

**Article 9:** The Centre reserves the right to reject one or all of the tenders.

Note- The reasons for the rejection of proposals should be clearly cited in the proceedings subject to Article 6 of this Directive.

**Article 10:** The Centre should subtract and deposit any legal tax from the contract fee, and give its relevant receipt to the contract party or supplier.

**Article 11:** The amount of deposit for participation in the tender will be in the range of 3% to 20% of the base estimated price. However, this should not be less than 50.000.000 Rials.

**Article 12:** The Centre is obliged to receive a minimum 5% or a maximum 10% of the contract fee as surety bond for good performance, in cash or bank guarantee, at the time of contract conclusion. In exceptional cases at the discretion of the Centre's Director, the Centre will accept a promissory note or a bank check instead of bank guarantee.

**Article 13:** In addition to the reception of the surety bonds stipulated in Article 12, the Centre is obliged to retain an amount equal to 10% of the final payment, as good performance guarantee for construction and transportation contracts.

**Article 14:** The deposit subject of Article 13 will be returned to the beneficiary after the termination of the work, and based upon a written consent by the employer.

Note- That part of the deposit subject of Article 13 confiscated due to failure of good performance, and approved by a board consisting of the Authorized Representative of the Director, the Financial Affairs Manager, the Authorized Agent of the Contract Party, and Consultant will be regarded as Internal Income.

**Article 15:** The members of the Low Tender Commission shall consist of:

- 1- Director of the Centre, or his fully-authorized representative,
- 2- Deputy for Financial and administrative Affairs,
- 3- Financial Affairs Manager,
- 4- Representative of legal department,
- 5- Representative of the office demanding the tender service,

The above members are appointed by the Director of the Centre and, if invited, they have to attend the sessions on time. All the enactments of the commission require a majority vote to become enforceable.

Note- The presence of a technical expert in the tender commission is compulsory.

**Article 16:** If no proposal is received during the deadline, the Centre can renew the tender invitation, or refer the case to a board formed by the provisions of Article 40.



**Article 17:** If necessary, and in case the Centre deems it advisable, it can obtain and provide a price index for the items of the tender to the Tender Commission one day before the opening of proposals.

**Article 18:** To safeguard the interests of the Centre, the officials of the Centre should quickly inform the winner of the tender. Guilty individuals may face prosecution.

**Article 19:** In cases when the performance of the work, or delivery of the goods, is not possible 10 days after the announcement of the commission's vote, the drawing up of a contract is mandatory.

**Article 20:** The contract should contain the following points:

- Name of parties to the transaction,
- Scope and particulars of the work,
- Duration and conditions of the contract,
- Work schedule and compensation amount for partial or significant delay,
- Need for the delivery of goods as provided in the sealed sample,
- Acceptance of the contract terms by the winner,
- The choice of the tenderer to increase or decrease the contract limit up to 25%,
- Contract price by unit, and payment procedure by service or goods delivery,
- Advance payment, and payment order plan,
- Amount of good performance guarantee, and mechanisms governing its return or confiscation,
- The time interval between the temporary and final deliveries,
- Accepting that the bidder is aware that MPs, ministers or civil servants should not be involved in governmental transactions,



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- Other terms agreed by both parties, provided it is not considered a special privilege not mentioned in the contract for service provider or goods supplier,
- Other terms and stipulations made in the contract.

**Article 21:** This directive, prepared in 21 articles and 6 notes, was approved by the Governing Council on 21 May 2013, and is enforceable since the beginning of .....

Signed

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### **Appendix No. 5**

# **Directive for Article 53 of Financial and Transactional By Law Governing Maintenance of Properties**

## **1- General**

**Article 1:** All the properties purchased by the Centre, or legally come into its possession, are regarded its properties, and subject to the provisions of this Directive.

Note- The terms *movable* and *immovable*, as adjectives for the properties mentioned in this Directive, are defined as given in Iranian Civil Law.

**Article 2:** Those Moveable and immovable properties which are temporarily given by state or private organizations to the Centre, are considered trust properties.

**Article 3-** The person who has been put in charge of a given property is responsible for it; the Financial Affairs Manager of the Centre should keep a record of all properties.

**Article 4:** The moveable properties are of three different types as follows:

- A) Consumable Goods: It refers to goods which are intended to be used and then replaced,
- B) Non-consumable Goods: It refers to goods and commodities which can be used over and over.
- C) Properties Considered as Consumable: It refers to those properties which are superficially like non-consumable goods, but, in term of their nature or insignificant value, they are not regarded as non-consumable goods.

**Article 5:** The received properties include the goods which fall under the financial property of Properties Trustee, whereas the sent properties refer to those goods for which the Properties Trustee is no longer held responsible.

## 2- Transfers

**Article 6:** With the approval of the Director, the non-consumable goods of the Centre can be entrusted to or donated to public institutes or organizations. The rules and regulations governing the maintenance, use, return or transfer of such properties will be approved by the Director.

**Article 7:** The movable properties of the Centre, if are not needed or worn-out, in reference to Article 51 of Financial and Transactional By Law, they can be sold or substituted. The revenues thus obtained are a part of the internal incomes of the Centre.

**Article 8:** The transfer of properties from one trustee to another requires the issuance of relevant documents; these transfers should be reported to the Deputy for Financial and Administrative Affairs, as well.

**Article 9:** Any removal of the Centre's properties should be in compliance with the provisions of this Directive. Such an act requires the permission of authorities; and the relevant permits containing the particulars of the goods taken out should be signed by the Properties Trustee. All such permits should be recorded in a special ledger.

## 3- inventory

**Article 10:** An inventory for all of the Centre's goods and properties is made and kept in special ledgers. The Financial Affairs Manager and Properties Trustee are obliged to record the latest changes in properties inventory.

## 4- Supervision

**Article 11:** In order to have an efficient supervision over the Centre's properties, and concentrate their records in one place, to better carry out the

financial directives and create more harmony, the Financial Affairs Manager is obliged to undertake the following measures:

- A- For the implementation of directives related to the Centre's properties, he should use state-of-the art archiving and filing methods. To do so, he first should obtain the Director's consent.
- B- He should also take necessary measures to receive financial statements, deal with them and keep a record of them in relevant ledgers or software programs
- C- He is also responsible for sending an officer to other departments to check, control, and monitor the financial statements, inventories, assets etc.

## **5- Other regulations**

**Article 12:** All of the inventory ledgers (software systems) and ledgers for the recording of exit permits should be serially numbered and sealed. Each page of the ledgers should contain the total number of pages, and the name of the department, and in witness of the procedure, they should be signed and sealed by the Financial Affairs Manager or his authorized representative, as well as the Properties Trustee.

**Article 13:** This Directive also applies to the safeguarding and care of contributions and gifts donated by persons to the Centre.

**Article 14:** The Financial Affairs Manager is obliged to take necessary steps to remedy the loss or damage to the properties caused by theft, misuse, negligence, carelessness, or for other similar reasons.

**Article 15-** The stolen, lost or ruined properties will be deleted from the ledger under the following conditions:

- A- If the thief is arrested, but the court fails to retrieve the stolen goods;

B- In case the stolen goods are not found, and the court acquits the relevant persons.

Note 1- If the stolen goods or properties are found after a while, they should be reentered and recorded into the ledgers.

Note 2- If the properties of the Centre are destroyed by (natural) disasters such as fire, earthquake, flooding, war or similar events, they will be deleted from the inventory, with the approval of the Director.

**Article 16:** This Directive does not apply to movable properties purchased by the Centre as gifts or contributions. Such issues require their own regulations.

**Article 17:** All of the goods entering the storehouse of the Centre, including the goods related to article 16, will be recorded only in the special ledgers and there is no need to attach labels to them.

**Article 18:** This directive, prepared in 18 articles and 3 notes, was approved by the Governing Council to Tehran ICH Centre on 21 May 2013, and is enforceable since the beginning of .....

Signed

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### **PART FOUR**

## **PETTY CASH EXECUTIVE BY LAW FOR TEHRAN ICH CENTRE**



## **1. Introduction**

In order to prevent delays and facilitate and speed up the affairs of the Centre which depend on limited budget, the Executive By Law for Petty Cash as formulated in this Directive is proposed for approval and will be enforceable afterwards:

## **2. General Conditions for Petty Cash Allocation:**

The Petty Cash will be allocated under the following conditions:

**Article 1:** The Petty Cash should facilitate the operational processes of the applicant's department, so that it will have a suitable turnover, and it does not lead to liquidity stagnation.

**Article 2:** The person in charge of Petty Cash should be a full-time employee of the Centre and have impeccable references confirmed by the Centre's Deputy for Financial and Administrative Affairs.

**Article 3:** The person in charge of Petty Cash should deliver a guarantee (indemnity) equal to 120% of the petty cash placed at his disposal.

**Article 4:** The person in charge of Petty Cash should be fully aware of administration and financial regulations of the Centre, and fully comply with the overall and specific regulations of the Centre.

**Article 5:** The ceiling of the Petty Cash, equal to the initial charge which is proposed by the Deputy for Financial and Administrative Affairs, will be ratified and determined by the Director of the Centre at the start of the year.

### **3. Principles governing the petty cash flow**

**Article 6:** Each of the purchases or expenses done from the Petty Cash deposit should not exceed the set limit. Needless to say that the purchases or expenditures surpassing the limit will be regulated by the Centre's Financial and Transactional By Law, and conducted by the Deputy for Financial and Administrative Affairs of the Centre, by drawing a cheque for it.

Note: The above-cited provision does not apply to official waybills, and utility bills such as electricity, water, gas or telephone bills. These bills can be paid from the Petty Cash deposit. The person in charge of Petty Cash needs to find a working procedure for them through close cooperation with the Deputy for Financial and Administrative Affairs of the Centre.

**Article 7:** The purchase of goods, commodities or other items needed to replenish the storehouse should be done by the supplier who is obliged to act in accordance with the Centre's Financial and Transactional By Law.

**Article 8:** The maintenance and repair costs for the buildings and facilities of the Centre can be paid from the Petty Cash allowance up to 5 million Rials, provided that a prior approval of the relevant manager and the Deputy for Financial and Administrative Affairs has been obtained.

**Article 9:** Dividing the costs of a single purchase into several statements for the sake of lowering the overall costs (lower than 1/20 of minor transactions) is considered illegal, and punishable accordingly.

**Article 10:** Under no circumstances, the person in charge of Petty Cash can transfer part of or the whole amount of the Petty Cash to a third party (not even with the order of his superior authority).

**Article 11:** Payments under various labels, including advance, loan, casual, etc, from the Petty Cash fund is forbidden.

**Article 12:** The person in charge of Petty Cash should spend the allocated money in accordance with the provisions of this By Law, and under the supervision of his superior manager. It is imperative that all statements should be endorsed by the relevant manager.

**Article 13:** To facilitate the access of the representative of financial department or auditors (legal inspectors) of the Centre to the Petty Cash expenditures, the Financial Affairs Manager may have the accounts of Petty Cash turnovers (Rial turnover) recorded and kept in a separate account book.

**Article 14:** If during random controls, it turns out that the Petty Cash fund has deficit, the person in charge of it will be prosecuted according to the Centre's regulations.

**Article 15:** In case the seller can not provide a receipt for some purchases or expenditures of less than 5 million Rials, the person in charge of Petty Cash can use special forms entitled “Purchase Proceedings Without Bill”. Needless to say, this form is not valid for expenses worth of 1/20 of small business deals, such receipts should be approved by the relevant manager.

**Article 16:** The Petty Cash should have a suitable turnover, so that under no condition should it be left useless or stagnant.

**Article 17:** The Petty Cash should be spent to cover the expenses outlined in the relevant manager’s request.

**Article 18:** The following procedures are applied to control the expenditure of the Centre's Petty Cash:

- 18-1- Controlling the sum and balance of receipts,
- 18-2- Controlling and checking the authenticity of figures in attached documents,
- 18-3- Controlling the number of purchased items in each deal, and checking the genuineness of the seller’s signature, invoice, etc,
- 18-4- Controlling and verifying the power of officials requesting the purchase or payment of expenses,
- 18-5- Controlling and checking the needed documents such as request letter, invoice, storehouse receipt, etc,
- 18-6- Having the necessary controls of the Centre’s expenditures, and its compatibility with extant regulations,

- 18-7- Removing and deleting a particular purchase or expenditure from the statement when it is not accepted,
- 18-8- Doing necessary controls of the documents and obtaining signatures from the person in charge of Petty Cash,
- 18-9- Doing double checks to ensure that all the expenses made have been in line with the interests of the Centre; in so doing, comparisons of the new prices with previous ones can be helpful;
- 18-10- Subtracting an amount from the statement and returning it to the person in charge of the Petty Cash, in case when the accounting department of the Centre regards all petty cash accounts as temporary accounts with debit balance, and if the person in charge of Petty Cash claims to be creditor,
- 18-11- Controlling the Petty Cash documents and sealing all the investigated documents with "approved", or "rejected" label: Done by the person in charge of controlling the Petty Cash Documents.

**Article 19:** The person in charge of Petty Cash should present Bills containing the following points

The Bills:

- 19-1- Should bear date and number,
- 19-2- Should be legible and without alteration,
- 19-3- Should bear the name and address of the issuer,
- 19-4- Should bear the seal of the issuer,
- 19-5- Should bear the commercial code of the seller or company,
- 19-6- In cases of value added tax, should, mandatorily, be accompanied with a certificate from financial agency and observance of Bill format to provide for

acceptance of the related documents, in accordance with Article 12 of relevant Law.

**Article 20:** In order to prevent any undue delay in daily operations and provide the funds for Petty Cash, the person in charge of Petty Cash is obliged to spend it in the following manner:

- 20-1- One part, equal to one third of the Petty Cash, for submitted statements to the Centre;
- 20-2- One third of the Petty Cash limit for the bills and statement currently being prepared;
- 20-3- Available funds (balance amount) equal to one third of the entire Petty Cash allocation;

**Article 21:** The person in charge of Petty Cash is obliged to neatly arrange all the documents related to Petty Cash (such as statement, request letter, storehouse receipt, etc.) before submitting them to the Deputy for Financial and Administrative Affairs.

**Article 22:** The request for bills exceeding the Petty Cash limit is strictly forbidden; so the Deputy for Financial and Administrative Affairs has to postpone the payment till further notice from authorities.

**Article 23:** Each year, the exact date and manner of settling the accounts of petty cash officers will be set and announced by Financial Affairs Manager on the first week of March.

**Article 24:** After receiving the Petty Cash documents, and verifying their compliance with the extant rules and directives, the financial department may order the payment of requested amount.

Note 1- The procedure for the control of Petty Cash funds is established by the Financial Affairs Manager, and relayed to relevant officer.

Note 2- the Financial Affairs Manager is authorized to immediately pay the Petty Cash Bills provided he has done the necessary controls.

**Article 25:** Any alteration to, or interpretation of, this Directive will be in the power of the Deputy for Financial and Administrative Affairs, and shall depend on the Director's consent.

**Article 26:** This Directive, prepared in 26 Articles and 4 Notes, was approved by the Governing Council of the Centre on 21 May 2013, and is enforceable since the beginning of .....

Signature

Centre's seal