

Draft renewal agreement

AGREEMENT BETWEEN UNESCO AND THE GOVERNMENT OF COLOMBIA REGARDING THE CONTINUATION OF THE REGIONAL CENTRE FOR BOOK DEVELOPMENT IN LATIN AMERICA AND THE CARIBBEAN (CERLALC) IN BOGOTA (COLOMBIA) AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

The Government of Colombia

and

The United Nations Educational, Scientific and Cultural Organization,

Recalling the UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions, adopted in 2005 by the 33rd session of the General Conference of the United Nations Educational, Scientific and Cultural Organization, which entered into force in 2007 and was ratified by the Government of Colombia in 2013;

Acknowledging the importance of applying the guidelines and criteria for category 2 centres, adopted by the General Conference in the Integrated Comprehensive Strategy for Category 2 Institutes and Centres under the auspices of UNESCO (37 C/Resolution 93, November 2013);

Recalling the agreements concluded between UNESCO and the Government of Colombia on the establishment and continuation of the Regional Centre for Book Development in Latin America and the Caribbean (CERLALC) in 1971, 1977 and 1984;

Recalling the Executive Board's Decision 214 EX [...], by which it decided to renew the designation of the Regional Centre for Book Development in Latin America and the Caribbean (CERLALC) as a category 2 centre under the auspices of UNESCO and to authorize the Director-General of UNESCO to sign the corresponding agreement;

Desirous of defining the terms and conditions governing the framework for cooperation between UNESCO and the Government of Colombia that shall be granted to the said Centre in this Agreement;

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

In this Agreement,

1. "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization;
2. "Government" refers to the Government of Colombia;
3. "Centre" refers to the Regional Centre for Book Development in Latin America and the Caribbean (CERLALC);
4. "2005 Convention" refers to the UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions;
5. "Parties" refers to UNESCO and the Government of Colombia;
6. "Centre's Statutes" refers to the Statutes of CERLALC;
7. "Member States of the Centre" refers to all the UNESCO Member States of Latin America and the Caribbean, whose governments have expressed to the Government their willingness to participate in the activities of the Centre;

8. "Associate Members of the Centre" refers to the Hispanic-Lusitanian UNESCO Member States located outside the geographical regions of Latin America and the Caribbean whose governments have expressed to the Government their willingness to participate in the activities of the Centre.

Article 2 – Continuation

The Government shall agree to take, in the course of the years 2023-2024, all necessary measures to ensure the continued functioning of the Centre in Bogota as a category 2 centre under the auspices of UNESCO, in accordance with the provisions hereunder.

Article 3 – Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the Government and also the rights and obligations stemming therefrom for the Parties.

Article 4 – Legal status

- 4.1 The Centre shall be independent of UNESCO.
- 4.2 The Government shall ensure that the Centre enjoys, within its territory, the functional autonomy necessary for the execution of its activities and the legal capacity:
 - (a) to contract;
 - (b) to institute legal proceedings;
 - (c) to acquire and dispose of movable and immovable property.

Article 5 – Centre's Statutes

The Centre's Statutes must include, *inter alia*, provisions describing precisely:

- (a) the legal status granted to the Centre, within the national legal system, the legal capacity necessary to exercise its functions and to receive funds, obtain payments for services rendered, and acquire all means necessary for its functioning; and
- (b) a governing structure for the Centre allowing UNESCO representation within its governing body.

Article 6 – Objectives and functions

- 6.1 The objectives of the Centre shall be:
 - (a) to contribute to the strengthening of book creation, production, distribution and consumption, as well as to enhance access to books to promote reading among its Member States, taking into due consideration the challenges and opportunities of the digital age;
 - (b) to promote the development and implementation of policies related to books and reading in the region, as well as the exchange of knowledge in these areas;
 - (c) to promote the 2005 Convention and its implementation among its Member States;
 - (d) to provide a platform for dialogue, participation and the exchange of knowledge and good practices in the field of books, libraries and reading among its Member States;
 - (e) to foster, coordinate and develop scientific, technical and methodological research on books and reading in Latin America and the Caribbean.

The aforementioned objectives shall contribute significantly to the achievement of UNESCO's strategic programme objectives and global priorities, as described in the Approved Programme and Budget of UNESCO (C/5 Document).

6.2 In order to achieve the aforementioned objectives, the functions of the Centre shall be:

- (a) To support the processes, plans, projects and activities of public and private actors, as well as civil society organisations in the region, that are involved in the creation, production, distribution and consumption of books;
- (b) To implement technical assistance and international cooperation programmes related to the objectives of the Centre;
- (c) To design, develop and promote training programmes for stakeholders working at different stages of the book value chain, in the promotion of reading and in libraries;
- (d) To promote, produce and disseminate research and publications in fields related to books and reading as well as intellectual property right in the book publishing industry;
- (e) To contribute to the strengthening of the book industry by supporting the implementation of public policies that facilitate the incorporation of reading and libraries in teaching and learning processes, in accordance with the socio-economic conditions of each State; and by promoting the training of librarians, library teachers and administrators of school and public library services in the region;
- (f) To produce and disseminate statistics on books and reading in the Latin American and Caribbean region.

Article 7 – Governing Bodies

7.1 The Centre is composed of two governing bodies: the Council and the Executive Committee.

7.2 The Council is the plenary body and shall:

- (a) set the basic guidelines of the Centre's policies, and approve the long-term and medium-term programmes;
- (b) determine the Centre's Financial Regulations as well as the scale of assessments of Member States' contributions to the Centre;
- (c) examine the annual reports submitted by the Executive Committee, including the Centre's biennial self-assessment reports on its contribution to UNESCO's programme objectives;
- (d) approve the Centre's Statutes and its amendments as well as the Centre's rules and regulations and determine the financial, administrative and personal management procedures for the Centre, in accordance with national legislation;
- (e) elect the Member States of the Centre whose representatives will serve on the Executive Committee;
- (f) examine the candidatures and select the Member States that may wish to participate in CERLALC's activities as Associate Members;
- (g) appoint the Centre's Director, in consultation with the Director-General of UNESCO and the Government.

- 7.3 The Council is composed of:
- One representative of the Director-General of UNESCO;
 - A representative of the Ministry of Foreign Affairs of Colombia, a representative of the Ministry of Education of Colombia and a representative of the Ministry of Culture of Colombia;
 - Representatives of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 12, paragraph 2, and have expressed interest in being represented on the Council.
- 7.4 The Council shall meet in ordinary session at least once every two calendar years. It shall meet in extraordinary session if convened by its Chairperson, either on his/her own initiative or at the request of the Director-General of UNESCO or of two-thirds of its members.
- 7.5 The Council shall adopt its own rules of procedure.
- 7.6 The Executive Committee shall:
- (a) examine and approve the Centre's annual programmes and budget, in particular the biennial technical programmes;
 - (b) manage and monitor the Centre's general functioning and the implementation of programmes in accordance with the basic guidelines adopted by the Council;
 - (c) examine the reports which, in accordance with the Centre's Statutes, must be submitted by the Director of the Centre, as well as other reports required by the Committee;
 - (d) approve the Centre's internal structure and its amendments;
 - (e) delegate to the Director of the Centre the functions that it considers relevant to enhance the efficiency of its services and actions.
- 7.7 The Executive Committee is renewed every two years and is composed of:
- a representative from each of the six Member States of the Centre elected by the Council;
 - one representative of the Director-General of UNESCO;
 - a representative of the Ministry of Foreign Affairs of Colombia, a representative of the Ministry of Education of Colombia, a representative of the Ministry of Culture of Colombia.
- 7.8 The Executive Committee shall meet in ordinary session at least once every calendar year. It shall meet in extraordinary session if convened by its Chairperson, either on his/her own initiative or at the request of the Director-General of UNESCO or of two-thirds of its members.
- 7.9 The Executive Committee shall adopt its own rules of procedure.

Article 8 – Secretariat

- 8.1 The Centre's Secretariat shall consist of a Director, as well as staff as is required for the proper functioning of the Centre.
- 8.2 The Director of the Centre shall be appointed by the Council, in consultation with the Director-General of UNESCO and the Government, for a term of office of two years, which can be renewed, in accordance with the Centre's Statutes.
- 8.3 The other members of the Secretariat may comprise:
- (a) any person appointed by the Director of the Centre, in accordance with the procedures established by the Council;
 - (b) Government officials who would be made available to the Centre by the Government, in accordance with national legislation.

Article 9 – Duties of the Director

The Director shall discharge the following duties:

- (a) ensure the proper functioning of the Centre and direct its work in accordance with the programmes and directives defined and approved by the Council;
- (b) prepare the work plan, in particular the biennial technical programmes, and the financial plan in accordance with the decisions taken by the governing bodies of the Centre;
- (c) prepare the provisional agenda of the governing bodies' sessions and submit to them all propositions they deem useful for the Centre's administration and participate in the sessions,
- (d) prepare and submit reports on the Centre's activities to the governing bodies;
- (e) represent the Centre in all legal and civil acts;
- (f) appoint staff members in accordance with the Centre's Statutes;
- (g) lead and stimulate the Centre's fundraising activities;
- (h) represent the Centre at the international level in conferences and meetings, especially those organised by UNESCO;
- (i) ensure close contact with UNESCO in its efforts to promote the ratification and implementation of the 2005 Convention.

Article 10 – UNESCO's contribution

- 10.1 UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of the Centre, in accordance with its strategic goals and objectives by:
- (a) providing the assistance of its experts in the specialized fields of the Centre;
 - (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations;
 - (c) seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity/project within a strategic programme priority area.
- 10.2 In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO's programme and budget, and UNESCO will provide Member States with accounts relating to the use of its staff and associated costs.

Article 11 – Contribution by the Government

- 11.1 The Government of Colombia shall provide the Centre with all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre in accordance with its laws and regulations.
- 11.2 The Government shall take appropriate measures, in accordance with its laws and regulations and the Centre's Statutes, which may be required to allow the Centre to receive funds from the Member States of the Centre.

Article 12 – Participation

- 12.1 The Centre shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interest in its objectives, desire to cooperate with the Centre.
- 12.2 Member States and Associate Members of UNESCO wishing to participate in the Centre's activities, as provided for under this Agreement, shall send the Centre a notification to this effect. The Director of the Centre shall inform the Parties to this Agreement as well as the Member States of the Centre of the receipt of such notifications.

Article 13 – Responsibility of UNESCO

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Centre, and shall also not be subject to any legal process, and/or bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

Article 14 – Evaluation

- 14.1 UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain:
- (a) whether the Centre makes a significant contribution to UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of the C/5 document, including the two global priorities of UNESCO and related sectoral or programme priorities and themes, particularly the implementation of the 2005 Convention;
 - (b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
- 14.2 UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO's strategic programme objectives, to be funded by the Government or the Centre from the appropriate annual budgets.
- 14.3 UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
- 14.4 Following the results of an evaluation, each of the Parties shall have the option to request a revision of this Agreement or of denouncing it, as envisaged in Articles 18 and 19.

Article 15 – Use of UNESCO name and logo

- 15.1 The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".
- 15.2 The Centre is authorized to use the UNESCO logo or a version thereof on its letterheaded paper and documents including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.

Article 16 – Entry into force

This Agreement shall enter into force, following its signature by the contracting Parties, on the date of receipt by UNESCO of the notice given by the Government confirming the completion of the internal procedures required for the definitive approval of this Agreement. This Agreement shall replace and supersede the Agreement signed on 1 August 1984.

Article 17 – Duration

This Agreement is concluded for a period of six years as from its entry into force. The Agreement shall be renewed upon common agreement and in writing between the Government and UNESCO once the Executive Board made its comments based on the results of the renewal assessment provided by the Director-General.

Article 18 – Denunciation

18.1 Each of the Parties shall be entitled to denounce this Agreement unilaterally.

18.2 The denunciation shall take effect within 180 days following receipt of the notification sent by the Government or UNESCO to the other Party.

Article 19 – Revision

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

Article 20 – Settlement of disputes

Any dispute arising from this Agreement shall be settled by mutual understanding of the Parties. In the absence of an amicable settlement, the dispute may be mutually referred to arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

IN WITNESS WHEREOF, the undersigned have signed this Agreement.

DONE in four copies in Spanish and English languages, all texts being equally authentic.

For the United Nations Educational,
For the Government Scientific and
Cultural Organization

For the Government of Colombia

Audrey Azoulay
Director-General

Iván Duque Márquez
President of Colombia

Date:

Date: