**DRAFT AGREEMENT**

**BETWEEN**

**THE UNITED NATIONS**
**EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION**

**AND**

**THE GOVERNMENT OF THE**
**PEOPLE’S DEMOCRATIC REPUBLIC OF ALGERIA**

**CONCERNING**

**THE ESTABLISHMENT AND OPERATION OF A REGIONAL CENTRE**
**FOR THE SAFEGUARDING OF INTANGIBLE CULTURAL HERITAGE IN AFRICA**
**AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Government of the People’s Democratic Republic of Algeria

and

the United Nations Educational, Scientific and Cultural Organization,

*Having regard to* Article I of the Convention for the Safeguarding of the Intangible Cultural Heritage which includes international cooperation and assistance among the goals of the Convention,

*Noting* Paragraph 88 of the Operational Guidelines of the Convention that encourages States Parties to participate in activities of regional cooperation, including those of category 2 centres for intangible cultural heritage,

*Considering* that the Director-General of the Organization has been authorized by the General Conference to conclude with the Government of the People’s Democratic Republic of Algeria an agreement in conformity with the draft that was submitted to the General Conference,

*Desiring* of defining the terms of the contribution to be provided 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 the People’s Democratic Republic of Algeria;
3. ‘Region’ refers to the African continent;
4. ‘Convention’ refers to the Convention for the Safeguarding of the Intangible Cultural Heritage, adopted by the General Conference of UNESCO in 2003;
5. ‘Centre’ refers to the Regional Centre for the Safeguarding of Intangible Cultural Heritage in Africa.

**Article 2 – Establishment**

The Government undertakes to take, in the course of the year 2014, any measures that may be necessary for the setting up of the Centre, as provided for under this Agreement.

**Article 3 – Purpose of the Agreement**

The purpose of this Agreement is to define the terms of cooperation between UNESCO and the Government of the People’s Democratic Republic of Algeria for the creation and operation of the Centre, as well as the rights and obligations stemming therefrom for the parties.

**Article 4 – Legal status and structure**

1. The Centre is a non-profit institution.
2. The Centre is independent of UNESCO.
3. The Government shall ensure that the Centre enjoys within its territory the functional autonomy necessary for the executionof its activities and the legal capacity:
	* 1. to contract;
		2. to institute legal proceedings;
		3. to acquire and dispose of movable and immovable property.
4. The Centre is administered by a Governing Board that is its governing body. The Centre is directed by a Director-General. The Board may delegate to an Executive Committee such powers as it deems necessary.

**Article 5 – Constitution**

The constitutive act of the Centre must include provisions describing precisely:

1. 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;
2. a governing structure for the Centre allowing UNESCO to be represented on the Governing Board.

**Article 6 – Objectives and functions of the Centre**

1. The Centre has as its objective to contribute to the achievement of the strategic objectives and intended results of the programme of UNESCO in relation to the lines of action in the field of intangible cultural heritage and its safeguarding in the Region, notably:
2. to promote the safeguarding of intangible cultural heritage at the national and regional levels by the effective implementation of the Convention for the Safeguarding of the Intangible Cultural Heritage;
3. to consolidate and strengthen national capacities for the identification and safeguarding of intangible cultural heritage in the countries of the Region;
4. to strengthen cooperation between the countries of the Region in this field;
5. The functions of the Centre are:
6. to encourage States in the Region to adopt policy measures and legislative and administrative measures as provided for in Article 13 of the Convention;
7. to organize activities (i) to strengthen the national capacities of countries in the Region in the areas of identification, documentation, developing inventories and the safeguarding of intangible cultural heritage present on their territories in accordance with the Convention and its Operational Guidelines, and (ii) to assist these countries to preserve and digitize multimedia data concerning this heritage;
8. to stimulate and organize cooperation in the exchange of experiences, expertise and information among countries of the Region, particularly in regard to the intangible cultural heritage found in two or more of these countries;
9. to facilitate networking among practitioners, communities, experts, officials, centres of expertise, research institutes, museums, archives, and other organizations and institutions active in safeguarding intangible cultural heritage at the regional, sub-regional and national levels;
10. to contribute to a better understanding of the intangible cultural heritage at the local, national, subregional and regional levels, and to raise awareness among the general public, especially the younger generations, of the importance of intangible cultural heritage, including by means of publications.

The activities necessary to achieve these objectives and functions will be planned and implemented in consultation with UNESCO.

**Article 7 – Governing Board**

1. The Centre shall be guided and overseen by a Governing Board whose members are appointed for a renewable term of four years. It is composed of:
2. two representatives of the Algerian government, one of whom is Chairperson;
3. three experts representing Algerian institutions or organizations;
4. a maximum of five experts representing Member States that have sent a notification to the Centre, in accordance with Article 13 below, and that have expressed the wish to be represented on the Governing Board;
5. a representative of the Director-General of UNESCO.
6. The Governing Board shall meet in ordinary session at least once per calendar year; it shall meet in extraordinary session if convened by its Chairperson, either on his or her own initiative or at the request of the Director-General of UNESCO, or at the request of two-thirds of its members.
7. The Governing Board shall establish its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO.

**Article 8 – Functions of the Governing Board**

The Governing Board shall:

1. adopt and establish the financial, administrative, and management rules of the Centre in accordance with the laws of the country;
2. approve the long-term and medium-term programmes of the Centre ;
3. approves the Centre’s annual work plan, including the staffing table;
4. examine the annual reports submitted by the Director-General of the Centre, including a biennial self-assessment of the Centre’s contribution to UNESCO’s programme objectives;
5. send to the governing bodies of UNESCO biennial reports, prepared by the Director-General of the Centre and approved by the Governing Board, of the Centre’s contribution to the strategic goals of the Organization’s programme;
6. decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

**Article 9 – The Secretariat**

1. The Secretariat consists of the Director-General and all personnel necessary for the proper functioning of the Centre.
2. The Director-General of the Centre shall be appointed by the Algerian authorities on the proposal of the Chairperson of the Governing Board in consultation with the Director-General of UNESCO. He or she must have a university degree and recognized experience in the safeguarding of intangible cultural heritage.

**Article 10 – Functions of the Director-General**

The functions of the Director-General of the Centre include:

1. to direct the work of the Centre in accordance with the programmes and directives established by the Governing Board;
2. to submit to the Governing Board for approval the draft work plan and budget;
3. to prepare the provisional agenda of meetings of the Governing Board and to submit to it any proposal he or she deems appropriate for the proper administration of the Centre;
4. to prepare and submit annually to the Board reports on the activities of the Centre, which should include information on the activities carried out under the Agreement and in particular the contributions of the Centre to the strategies and programme of UNESCO, and every two years a report to the governing bodies of UNESCO;
5. to represent the Centre in law and in all acts of civil life;
6. to appoint the staff in accordance with the staff regulations approved by the Governing Board;
7. to attend meetings of the Governing Board without the right to vote;
8. to liaise and cooperate with other category 2 centres active in the field of intangible cultural heritage and its safeguarding;
9. to attend, as much as possible, sessions of the governing bodies of the Convention.

**Article 11 – Contribution of UNESCO**

1. UNESCO may provide assistance in the form of technical and administrative assistance for the programme activities of the Centre. UNESCO may also, on an exceptional basis, in accordance with the strategic goals and objectives of UNESCO, in the form of assistance with activities of the Centre’s programme:
2. provide the assistance of its experts to the Centre’s activities;
3. engage in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations.
4. UNESCO may subcontract the Centre, by contract, for the implementation of concrete programme activities envisaged in the work plans approved by UNESCO, in accordance with the regulations of UNESCO.
5. UNESCO may involve the Centre in carrying out activities relating to the safeguarding of intangible cultural heritage in the region and to the strengthening of capacities of communities, experts and organizations to safeguard this heritage, in accordance with the regulations of UNESCO.
6. In all the cases listed above, the contribution of UNESCO or cooperation with the Organization 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 12 – Government contribution**

1. The Government shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre;
2. The Government undertakes to:
3. provide the infrastructure of the Centre’s headquarters, including the facilities and equipment necessary for its proper functioning, and assume full maintenance thereof;
4. make available to the Centre and pay the administrative and support staff necessary for the performance of its functions;
5. provide training, research and publication activities;
6. cover the costs of an evaluation of the Centre prior to its renewal;
7. provide annual funding of 550 million dinars (approximately US$6.5 million) during the first period of operation until the evaluation of the Centre as provided for in Article 19 of this Agreement.

**Article 13 – Participation**

1. The Centre shall encourage the participation of Member States and Associate Members of UNESCO in Africa that, by their common interest in the objectives of the Centre, desire to cooperate with it.
2. Member States and Associate Members of UNESCO in Africa wishing to participate in the Centre’s activities in accordance with the provisions of this Agreement, shall send to the Centre notification to this effect. The Director-General of the Centre shall inform the parties to the Agreement and the Member States already cooperating with the Centre of the receipt of such notifications.

**Article 14 – Privileges and immunities**

The Government shall apply to UNESCO and its officials and representatives of Member States and Associate Members attending meetings of the governing bodies, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies accepted or ratified by the Government.

**Article 15 – Responsibility**

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

**Article 16 – Use of the name and logo of UNESCO**

1. The Centre may mention its affiliation with UNESCO, for example by following its name with the mention ‘under the auspices of UNESCO.’
2. The Centre is authorized to use the UNESCO logo or a version thereof on its letter-headed paper and documents, including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.

**Article 17 – Entry into force**

This Agreement shall enter into force, following its signature by the contracting parties, when they have informed each other in writing that all the formalities required to that effect by the internal law of the People’s Democratic Republic of Algeria and the UNESCO’s internal regulations have been completed. The date of receipt of the last notification shall be deemed to be the date of entry into force of this Agreement.

**Article 18 – Duration**

This Agreement is concluded for a period of six years as from its entry into force and may be renewed according to the procedure set out in the following article.

**Article 19 – Evaluation and renewal**

1. UNESCO will decide on the renewal or non-renewal of the Centre’s status as a category 2 centre in the sixth year after the entry into force of this Agreement, following an evaluation. This procedure will be repeated every six years.
2. UNESCO may, at any time, particularly due to non-submission of biennial reports provided for in Article 8 of this Agreement, carry out an evaluation of the activities of the Centre in order to ascertain:
3. whether the Centre makes a significant contribution to the strategic goals of UNESCO;
4. whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
5. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
6. Following the results of an evaluation, each of the contracting parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, in accordance with the procedure laid down in Articles 20 and 21.

**Article 20 – Denunciation**

1. Each of the contracting parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 60 days following receipt of the notification sent by one of the contracting parties to the other.

**Article 21 – Revision**

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

**Article 22 – Settlement of disputes**

1. Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement, if not settled by negotiation or by any other appropriate method agreed by the parties, shall be submitted for final decision to an arbitration tribunal composed of three members, one of whom shall be appointed by a representative of the Government, another by the Director-General of UNESCO, and the third, who shall preside over the tribunal, shall be chosen by mutual agreement of the first two. If the two arbitrators cannot agree on the choice of a third, the appointment shall be made by the Chairperson of the International Court of Justice.
2. The tribunal’s decision shall be final.

Done in [x] copies in the Arabic and French languages, on [...]

IN WITNESS WHEREOF the undersigned have signed this Agreement,

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