

AGREEMENT BETWEEN
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION (UNESCO)
AND
THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF CHINA

REGARDING THE ESTABLISHMENT IN BEIJING (THE
PEOPLE’S REPUBLIC OF CHINA) OF AN
INTERNATIONAL TRAINING CENTRE FOR
INTANGIBLE CULTURAL HERITAGE IN THE
ASIA-PACIFIC REGION UNDER THE AUSPICES OF
UNESCO (CATEGORY 2)

The United Nations Educational, Scientific and Cultural Organization
and

The Government of the People’s Republic of China,

Recalling the Convention for the Safeguarding of the Intangible Cultural Heritage, which was adopted in 2003 by the 32nd session of the General Conference and entered into force in April 2006,

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

Desirous of defining the terms and conditions governing the contribution that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1 – Interpretation

1. In this Agreement, “UNESCO” refers to the United Nations

Educational, Scientific and Cultural Organization.

2. “The Government” refers to the Government of the People’s Republic of China.

3. “The Centre” refers to the International Training Centre for Intangible Cultural Heritage in the Asia-Pacific region.

4. “The 2003 Convention” refers to the UNESCO Convention for the Safeguarding of the Intangible Cultural Heritage.

5. “ICH” refers to Intangible Cultural Heritage.

Article 2 – Establishment

The Government shall agree to take, in the course of the year 2009, any measures that may be required for the setting up at Beijing, as provided for under this Agreement, of an International Training Centre for Intangible Cultural Heritage in the Asia-Pacific region.

Article 3 – Participation

1. The Centre shall be an autonomous institution at the service of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.

2. Member States of UNESCO wishing to participate in the Centre’s activities, as provided for under this Agreement, shall send the Director-General of UNESCO notification to this effect. The Director-General shall inform the Centre and the Member States mentioned above of the receipt of such notifications.

Article 4 – Purpose of the Agreement

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

Article 5 – Juridical Personality

The Centre shall enjoy on the territory of the People's Republic of China the personality and legal capacity necessary for the exercise of its functions, in particular the capacity:

- to contract;
- to institute legal proceedings;
- to acquire and dispose of movable and immovable property.

Article 6 – Constitution

The Constitution of the Centre must include provisions concerning:

- (a) legal status granting to the Centre, under national legislation, the autonomous legal capacity necessary to exercise its functions and to receive subventions, obtain payments for services rendered, and acquire all necessary means necessary for its functioning;
- (b) a governing structure for the Centre allowing UNESCO representation within its governing bodies.

Article 7 – Objectives and Functions

1. The Centre shall specialize in training and its objectives shall be to:

- (a) promote the UNESCO Convention for the Safeguarding of the Intangible Cultural Heritage and contribute to its implementation in the Asia-Pacific Region;
- (b) increase the participation of communities, groups and individuals in safeguarding intangible cultural heritage in the Asia-Pacific Region,
- (c) enhance the capacity of the Asia-Pacific Member States of UNESCO in safeguarding ICH, particularly by

strengthening the capacities of concerned personnel,

- (d) foster regional and international cooperation for safeguarding ICH.

2. In order to achieve the above objectives, the specific functions of the Centre will be to:

- (a) organize long-term and short-term training courses including classroom training and field-based training on the following subjects, and grant financial support to trainees in need of assistances:

- The 2003 Convention and its Operational Directives;
- Different examples of policies including legal, administrative, technical and financial measures fostering the safeguarding of ICH;
- Introduction to UNESCO publications on identification and documentation of ICH and their application in the field work;
- Teaching ICH in formal and non-formal education, including courses of theory and practice training.

- (b) mobilize international and Chinese experts as well as scientific NGOs specialized in the different domains of ICH to work as instructors and advisors of the above mentioned training activities.

- (c) enhance international and regional cooperation with institutions active in the domain of ICH, notably those established under the auspices of UNESCO (category 2).

3. The Centre's activities and programmes shall be carried out in conformity with the 2003 Convention and, in particular, its purposes and objectives and definitions (Articles 1 and 2).

Article 8 – Governing Board

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

- (a) a representative of the Government of the People's Republic of China;
- (b) up to three representatives of the Member States of UNESCO making a substantial contribution to the Centre and to the field of ICH, which shall send to the Director-General of UNESCO notification, in accordance with the stipulations of Article 3, paragraph 2, above while ensuring, as far as possible, equitable geographical representation;
- (c) a representative of the Director-General of UNESCO;
- (d) one representatives of the Chinese Academy of Social Sciences; and
- (e) one representatives of the Minzu University of China.

The following shall participate in the Governing Board as non-voting members:

- (f) the Director of the Centre;
- (g) a representative of the Chinese National Commission for UNESCO;
- (f) up to two representatives of any other intergovernmental organizations or non-governmental organizations, which can be accorded a seat each, by the decision of the Governing Board taken in accordance with its rules of procedure.

2. The Governing Board shall:

- (a) select members of the Executive Board;
- (b) approve the long-term and medium-term programmes of

the Centre;

- (c) approve the annual work plan and budget of the Centre, including the staffing table;
- (d) examine the annual reports submitted by the Director of the Centre;
- (e) issue the rules and regulations and determine the financial, administrative and personnel management procedures of the Centre;
- (f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

3. The Governing Board shall meet in ordinary session at regular intervals, at least once every calendar year; it shall meet in extraordinary session if convened by its Chairperson, either on his or her own initiative or at the request of the Director-General of UNESCO or of a majority of its members.

4. The Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO.

Article 9 – Executive Committee

In order to ensure the effective running of the Centre between sessions, the Governing Board may delegate to a standing Executive Committee, whose membership it determines, such powers as it deems necessary.

Article 10 – The Advisory Committee

In order to provide the Governing Board and the Executive Committee with necessary scientific advisory services, the Governing Board may constitute an Advisory Committee, whose membership it determines, with such powers as it deems necessary.

Article 11 – Secretariat

1. The Centre's secretariat shall consist of a Director, a Deputy-Director and such staff as is necessary for the proper functioning of the Centre.
2. The Director shall be appointed by the Chairperson of the Governing Board in consultation with the Director-General of UNESCO.
3. The other members of the Secretariat may comprise:
 - (a) any person appointed by the Director, in accordance with the procedures laid down by the Governing Board;
 - (b) Government officials who are made available to the Centre, as provided by Government regulations.
 - (c) members of UNESCO's staff who are temporarily seconded and made available to the Centre, as provided for by UNESCO's regulations and by the decisions of its governing bodies.

Article 12 – Duties of the Director

The Director shall discharge the following duties:

- (a) direct the work of the Centre in conformity with the programmes and directives established by the Governing Board;
- (b) propose the draft work plan and budget to be submitted to the Governing Board for approval;
- (c) prepare the provisional agenda for the sessions of the Governing Board and submit to it any proposals that he or she may deem useful for the administration of the Centre;
- (d) prepare reports on the Centre's activities to be submitted to the Governing Board;

(e) represent the Centre in law and in all civil acts.

Article 13 – Contribution of UNESCO

1. UNESCO may provide assistance in the form of a technical contribution for the activities of the Centre, in accordance with the strategic goals and objectives of UNESCO.

2. UNESCO undertakes to:

(a) provide the assistance of its experts in the specialized fields of the Centre;

(b) include the Centre in various activities which it implements and in which the participation of the latter seems in conformity with and beneficial to UNESCO's and the Centre's objectives.

(c) provide the Centre with relevant information on its programmes related to ICH.

3. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO's programme and budget.

Article 14 – Contribution of the Government

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:

(a) cover the cost of salaries and compensations of the staff including the Director, and the funds necessary for the implementation of the Centre's activities including the cost of holding the sessions of the Governing Board and the Executive Committee;

(b) make available to the Centre required office space, class

rooms, meeting rooms, equipment and other facilities for its Secretariat;

- (c) entirely assume the maintenance of the premises and cover the cost of communication, and other utilities;
- (d) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise two accountants, two drivers and four to five office staff.
- (e) contribute to the Centre a total amount of at least \$500,000 annually to cover the Centre's costs as described in Article 14.2 (a),(b),(c) and (d).

Article 15 – Privileges and Immunities

The contracting parties shall agree, when circumstances so require, on provisions relating to privileges and immunities.

Article 16 – Responsibility

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for it, 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 17 – Evaluation

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain:

- (a) whether the Centre makes a significant contribution to the strategic goals of UNESCO;
- (b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.

2. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.

Article 18 – Use of UNESCO Name and Logo

1. The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention “under the auspices of UNESCO”.
2. The Centre is authorized to use the UNESCO logo or a version thereof on its letterheaded paper and documents in accordance with the conditions established by the governing bodies of UNESCO.

Article 19 – 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 domestic law of the People’s Republic of China and by 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 20 – Duration

This Agreement is concluded for a period of six years as from its entry into force, and may be tacitly renewed.

Article 21 – Denunciation

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

Article 22 – Revision

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

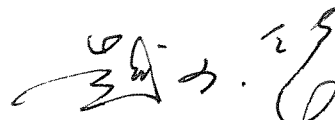
Article 23 – Settlement of Disputes

1. Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed to 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 a third, who shall preside over the tribunal, shall be chosen by the first two. If the two arbitrators cannot agree on the choice of a third, the appointment shall be made by the President of the International Court of Justice.

2. The Tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in 2 copies in English and Chinese on May 18, 2010, in Beijing. All texts being equally authentic.



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

.....
For the Government
of the People's Republic of
China