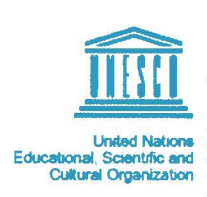


AGREEMENT

BETWEEN



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

AND

THE GOVERNMENT OF THE REPUBLIC OF BULGARIA

CONCERNING THE CONTINUATION OF

**THE REGIONAL CENTRE FOR THE SAFEGUARDING OF THE INTANGIBLE CULTURAL
HERITAGE IN SOUTH-EASTERN EUROPE UNDER THE AUSPICES OF UNESCO
(CATEGORY 2)**

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1B

The Government of the Republic of Bulgaria

And

The United Nations Educational, Scientific and Cultural Organization,

Having regard to the Medium-Term Strategy for 2014-2021, approved by UNESCO's General Conference at its 37th session (37 C/4) and Strategic Objective 8 of the said Strategy: "Fostering creativity and the diversity of cultural expressions";

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 that entered into force in April 2006;

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 that the General Conference at its 35th session approved the establishment of the Regional Centre for the Safeguarding of the Intangible Cultural Heritage in the South-Eastern Europe under the auspices of UNESCO (ref. 35 C/Resolution 58);

Recalling the UNESCO Executive Board's decision 202 EX/18.I.D, by which decided to renew the status of the Regional Centre for the Safeguarding of the Intangible Cultural Heritage in the South-Eastern Europe under the auspices of UNESCO (Category 2);

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

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
2. "The Government" refers to the Government of the Republic of Bulgaria.
3. "The Centre" means the Regional Centre for the Safeguarding of Intangible Cultural Heritage in South-Eastern Europe.
4. "The 2003 Convention" means the UNESCO Convention for the Safeguarding of the Intangible Cultural Heritage.
5. "ICH" means Intangible Cultural Heritage.

**Article 2 – Continuation of activity of the Regional Centre for Preservation
of Intangible Cultural Heritage in South-Eastern Europe
under the auspices of UNESCO (category 2)**

The Government shall agree to take, in the course of the year 2018, any measures that may be required for the continuation, in Sofia (Bulgaria), of the Regional Centre for the Safeguarding of Intangible Cultural Heritage in South-Eastern Europe under the auspices of UNESCO, as provided for under this Agreement.

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 concerned 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 to contract, to institute legal proceedings and to acquire and dispose of movable and immovable property.

Article 5 – Constitutive Act

The Constitutive Act of the Centre must include provisions describing precisely:

- (a) the legal status granted to the Centre within the national legal system, as well as 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 Centre's objectives shall be to:
- (a) promote the 2003 Convention for the Safeguarding of the Intangible Cultural Heritage and contribute to its implementation in the South-Eastern European sub-region;
 - (b) increase the participation of communities, groups and individuals in safeguarding the intangible cultural heritage in the South-Eastern European countries;
 - (c) enhance the capacity of UNESCO's South-Eastern European Member States in the safeguarding of ICH;
 - (d) coordinate, exchange and disseminate information regarding the safeguarding of ICH in the sub-region; and,
 - (e) foster regional and international cooperation for the safeguarding of ICH.

- 6.2 In order to achieve the above objectives, the specific functions of the Centre will be to:
- (a) instigate and coordinate research into practices of safeguarding ICH elements present in the South-Eastern European countries, as referred to in Articles 11, 12, 13 and 14 of the 2003 Convention.
 - (b) Organize long-term and short-term training courses on the following subjects:
 - 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;
 - safeguarding ICH through formal and non-formal education; and,
 - any other new training content developed by UNESCO for the effective implementation of the 2003 Convention.
 - (c) enhance international, regional, and sub-regional cooperation through networking with institutions active in the domain of ICH, notably those established under the auspices of UNESCO (category 2), in order to coordinate activities, exchange information and knowledge concerning the safeguarding of ICH, and promote good practices.
- 6.3 The Centre's activities and programmes shall be carried out in conformity with the 2003 Convention and, in particular, its purposes, objectives and definitions.

Article 7 – General Assembly

- 7.1 The Centre shall be guided and overseen by a General Assembly renewed every four years and including:
- (a) two representatives of the Government of the Republic of Bulgaria (Ministry of Culture, Ministry of Foreign Affairs) or their appointed representatives;
 - (b) a representative of each of the Member States which have sent to the Centre notification for membership, in accordance with the stipulations of Article 12, paragraph 2, below and have expressed interest in being represented on the Assembly;
 - (c) a representative of the UNESCO Director-General;
 - (d) a representative of the Bulgarian Academy of Sciences;
 - (e) a representative of the Bulgarian National Commission for UNESCO;
 - (f) up to two representatives of any other intergovernmental organizations or international nongovernmental organizations, which can be accorded a seat by the decision of the General Assembly; and,
 - (g) up to two representatives of universities, which can be accorded a seat by the decision of the General Assembly.

The Executive Director of the Centre shall participate in the General Assembly as a nonvoting member.

7.2 The General Assembly shall:

- (a) select members of the Executive Board of the Centre;
- (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 Executive Director, including a biennial self-assessment "report" of the Centre's contribution to UNESCO's programme objectives;
- (e) examine the periodic independent audit reports of the financial statements of the Centre and monitor the provision of such accounting records necessary for the preparation of financial statements;
- (f) adopt the rules and regulations, as well as determine the financial, administrative and personnel management procedures of the Centre in accordance with the laws of the country; and,
- (g) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

7.3 The General Assembly shall meet in ordinary session at regular intervals at least once every calendar year; it shall be convened before the calendar year on the activities of which it is supposed to take decisions. The Assembly shall meet in extraordinary session if convened by its Chairperson, either on his or her own initiative or at the request of the UNESCO Director-General or of one third of its members.

7.4 The General Assembly shall adopt its own rules of procedure.

Article 8 – Executive Board of the Centre

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

Article 9 – Secretariat

9.1 The Centre's Secretariat shall consist of an Executive Director and such staff as is necessary for the proper functioning of the Centre.

9.2 The Executive Director shall be appointed by the Chairperson of the Executive Board, following a competition under rules approved by the Executive Board, in consultation with the UNESCO Director-General, and shall discharge the following duties:

- (a) direct the work of the Centre in conformity with the programmes and directives established by the General Assembly;
- (b) propose the long-term and medium-term programmes, as well as the draft work plan and budget, of the Centre, to be submitted to the General Assembly for approval;

- (c) propose all the working documents of the General Assembly, including the draft work plan and budget, to UNESCO at least six weeks before the General Assembly meeting. UNESCO will provide feedback within two weeks of receiving them. Finally, the Executive Director will submit to the General Assembly a final version of those documents at least two weeks before the meeting;
- (d) prepare reports on the Centre's activities, to be submitted to the General Assembly; and,
- (e) represent the Centre in law and in all civil acts.

9.3 The other members of the Secretariat may comprise:

- (a) any person appointed by the Executive Director, in accordance with the procedures laid down by the General Assembly; and,
- (b) Government officials who are made available to the Centre, as provided for by Government regulations.

Article 10 – UNESCO's Contribution

10.1 UNESCO may provide assistance, as required, in the form of technical assistance for the programme activities of the Centre, in accordance with the strategic goals and objectives of UNESCO 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; and
- (c) seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis and 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 shall provide all the resources, either financial or in-kind, required for the administration and proper functioning of the Centre.

11.2 The Government undertakes to:

- (a) make available to the Centre required office space, archive rooms, library, meeting rooms, equipment and other facilities for its Secretariat;
- (b) entirely assume the maintenance of the premises and cover the cost of communication, and other utilities;
- (c) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise an Executive Director, one accountant and a minimum of four office staff members; and,

- (d) contribute to the Centre a total amount of at least the equivalent of €200,000 annually to cover the costs under (a), (b) and (c) above of the Centre's activities and administrative running costs, including communications, utilities and maintenance costs.

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 the objectives of the Centre, 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 under this Agreement, shall send to the Centre notification to this effect. The Executive Director shall inform the Parties to the Agreement and other Member States of the receipt of such notifications.

Article 13 – 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 also shall not be subject to any legal process, and/or bear any liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

Article 14 – Review and 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 as aligned with the four-year programmatic period of the Programme and Budget (C/5) document, including the two global priorities of the Organization, and related sectoral or programme priorities and themes; and,
 - (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 category 2 Centre to UNESCO strategic programme objectives, to be funded by the Host country or Centre.
- 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 Contracting Parties shall have the option to request a revision of its contents or to denounce the Agreement, as envisaged in Articles 18 and 19.

Article 15 – Use of the 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, and when they have informed each other in writing that all the formalities required to that effect by the domestic law of the Republic of Bulgaria 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 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 between the Parties once the UNESCO Executive Board has made its comments and has taken its decision based on the results of the renewal assessment provided by the UNESCO Director-General.

Article 18 – Denunciation

- 18.1 Each of the Contracting Parties shall be entitled to denounce this Agreement unilaterally.
- 18.2 The denunciation shall take effect within sixty days following receipt of the notification sent by one of the Contracting Parties to the other.

Article 19 – Revision

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

Article 20 – Settlement of Disputes

- 20.1 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 upon 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 UNESCO Director-General, 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.
- 20.2 The Tribunal's decision shall be final.

Article 21 - Final Provision

The entry into force of the present Agreement supersedes the Agreement between the Government of the Republic of Bulgaria and the United Nations Educational, Scientific and Cultural Organization (UNESCO) concerning the establishment of a Regional Centre for the Safeguarding of the Intangible Cultural Heritage in South-Eastern Europe in Sofia (Republic of Bulgaria) under the Auspices of UNESCO (Category 2), signed on 25 October 2010.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in two copies in English, on 10 November 2017.

For the United Nations Educational,
Scientific and Cultural Organization



Irina Bokova
Director-General

For the Government of the
Republic of Bulgaria



Boil Banov
Minister of Culture