

DRAFT

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KOREA AND THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION REGARDING THE ESTABLISHMENT OF THE INTERNATIONAL CENTRE FOR THE INTERPRETATION AND PRESENTATION OF THE WORLD HERITAGE SITES UNDER THE AUSPICES OF UNESCO

The Government of the Republic of Korea

and

The United Nations Educational, Scientific and Cultural Organization (hereinafter jointly referred to as the “Parties”),

Recalling the Convention Concerning the Protection of the World Cultural and Natural Heritage which was adopted by the General Conference at its seventeenth session in November 1972,

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

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

In this Agreement,

1. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
2. The “Government” refers to the Government of the Republic of Korea.
3. The “Centre” refers to the International Centre for Interpretation and Presentation of the World Heritage Sites.

Article 2

Establishment

The Government shall agree to take, in the course of the year 2020, any measures that may be required for the establishment of the Centre as a Category 2 Centre 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 and also the rights and obligations stemming therefrom for the Parties.

Article 4

Legal Status

1. The Centre shall be independent of UNESCO.
2. The Government shall, in accordance with the laws and regulations of the Republic of Korea, 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; and
 - c) to acquire and dispose of movable and immovable property.

Article 5

Constitutive Act

The constitutive act of the Centre shall include 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) the governing structure for the Centre allowing UNESCO representation within its governing body.

Article 6

Objectives and functions

The objectives of the Centre shall be to contribute to accelerating sustainable development through the conservation and promotion of World Heritage Sites, achieved by:

- a) conducting research on the principles and guidance of World Heritage interpretation and presentation;

- b) developing and implementing capacity-building programmes in World Heritage interpretation and presentation; and
- c) establishing an information system and building technical capacity as a foundation for World Heritage interpretation and presentation.

Article 7

Governing Board

1. The Centre shall be guided and overseen by a Governing Board, which shall be renewed every two (2) years and shall be composed of:
 - a) the Administrator of the Cultural Heritage Administration of the Republic of Korea or his/her appointed representative, who shall be the *ex-officio* Chairperson of the Governing Board;
 - b) three (3) representatives of the Government;
 - c) one (1) representative of the Korean National Commission for UNESCO;
 - d) up to five (5) representatives from UNESCO regional groups of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 11, paragraph 2, and have expressed interest in being represented on the Board, while ensuring, as far as possible, equitable geographical representation;
 - e) one (1) representative of the Director-General of UNESCO; and
 - f) one (1) representative from each of the Advisory Bodies to the World Heritage Committee.

The Director of the Centre shall participate in the Governing Board as a non-voting member.

2. The Governing Board shall:
 - a) elect members of the Executive Committee;
 - b) approve the medium and long-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, including the biennial self-assessment report of the Centre's contribution to UNESCO's programmes 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 and determine the financial, administrative and personnel management procedures of the Centre; and

- g) 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/her own initiative or at the request of the Director-General of UNESCO or of a simple 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 8

Executive Committee

In order to ensure the effective running of the Centre between sessions, the Governing Board may delegate to a standing Executive Committee composed of six members, which shall meet at least twice a year and be responsible for ensuring daily management and monitoring the implementation of programmes and the annual work plan of the Centre approved by the Governing Board.

Article 9

UNESCO's Contribution

1. UNESCO may provide assistance, as needed, 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; (and/or)
 - b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned shall remain on the payroll of the dispatching organizations; (and/or)
 - 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.
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 shall provide Member States with accounts relating to the use of its staff and associated costs.

Article 10

Contribution of the Government

1. The Government, through the Cultural Heritage Administration, shall, subject to its relevant and appropriate laws and regulations, and following the annual budget

appropriation of the Republic of Korea, 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) make available to the Centre necessary financial resources for its operation;
 - b) make available to the Centre premises for its activities;
 - c) entirely assume responsibility for the maintenance of the premises of the Centre; and
 - d) make available to the Centre the staff necessary for the performance of its functions, which shall comprise a Director and Secretariat staff.

Article 11

Participation

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.
2. Member States and Associate Members of UNESCO wishing to participate in the Centre's activities, as provided for under this Agreement, shall send to the Centre notification to this effect. The Director of the Centre shall inform the parties to the agreement and other Member States of the receipt of such notifications.

Article 12

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/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 13

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 UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of C/5 document (Programme and Budget), including the two global priorities of UNESCO, 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.
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.
3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
4. 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, as envisaged in Articles 17 and 18.

Article 14

Use of the 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 including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.

Article 15

Entry into Force

This Agreement shall enter into force, following its signature by the Parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the Republic of Korea 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 16

Duration

This Agreement is concluded for a period of six (6) years as from its entry into force. The Agreement shall be renewed upon common agreement between the Parties once the Executive Board makes its comments based on the results of the renewal assessment provided by the UNESCO Director-General.

Article 17

Denunciation

1. Each of the Parties shall be entitled to denounce this Agreement unilaterally by written notification to the other Party.
2. The denunciation shall take effect on the sixtieth (60th) day following receipt of the notification sent by one of the contracting parties to the other.

Article 18

Revision

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

Article 19

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 3 members, one of whom shall be appointed by 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.
2. The tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by the Government and UNESCO, have signed this Agreement,

DONE in duplicate, at [...] on [...] in the English language.

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FOR THE GOVERNMENT OF

THE REPUBLIC OF KOREA

FOR THE UNITED NATIONS
EDUCATIONAL SCIENTIFIC AND
CULTURAL ORGANIZATION