

AGREEMENT BETWEEN

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

AND

THE GOVERNMENT OF JAPAN

REGARDING

**THE CONTINUATION, IN JAPAN,
OF AN INTERNATIONAL RESEARCH 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 Japan,

Taking into account that the Convention for the Safeguarding of the Intangible Cultural Heritage, which was adopted by the General Conference of the United Nations Educational, Scientific and Cultural Organization at its 32nd session in 2003, entered into force in 2006,

Further taking into account the promulgation in Japan, in 2006, of the Law on the Promotion of International Cooperation for the Protection of Cultural Heritage Abroad,

Recalling that the General Conference at its 35th session in 2009 approved the establishment of an International Research Centre for Intangible Cultural Heritage in the Asia-Pacific Region as a category 2 centre under the auspices of the United Nations Educational, Scientific and Cultural Organization, and that the Agreement between the Government of Japan and the United Nations Educational, Scientific and Cultural Organization (UNESCO) regarding the Establishment, in Japan, of an International Research Centre for Intangible Cultural Heritage in the Asia-Pacific Region under the Auspices of UNESCO (Category 2) (hereinafter referred to as the “2010 Agreement”) was signed in Paris on 30 August 2010,

Further recalling decision 202EX/18.1.C of the Executive Board of the United Nations Educational, Scientific and Cultural Organization in 2017 by which the Executive Board decided to renew the status of the International Research Centre for Intangible Cultural Heritage in the Asia-Pacific Region as a category 2 centre under the auspices of the United Nations Educational, Scientific and Cultural Organization and authorized the Director-General of the United Nations Educational, Scientific and Cultural Organization to sign the corresponding agreement,

Desirous of defining the terms and conditions governing the framework for cooperation between the Government of Japan and the United Nations Educational, Scientific and Cultural Organization that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1 - Definitions

In this Agreement,

1. “Government” means the Government of Japan.
2. “UNESCO” means the United Nations Educational, Scientific and Cultural Organization.
3. “Centre” means the International Research Centre for Intangible Cultural Heritage in the Asia-Pacific Region.
4. “NICH” means the National Institutes for Cultural Heritage, Japan.
5. “2003 Convention” means the Convention for the Safeguarding of the Intangible Cultural Heritage.
6. “Contracting Parties” means Government and UNESCO.

Article 2 - Continuation

The Centre originally established in 2011 in Japan by the 2010 Agreement shall continue under this Agreement. The Government agrees to take, in the course of the year 2018, within the limits of the laws and regulations of Japan, appropriate measures that may be required for assuring the functioning 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 and conditions governing collaboration between the Government and UNESCO and also the rights and obligations stemming therefrom for the Government and UNESCO, within the limits of the laws and regulations of Japan.

Article 4 - Legal Status

1. The Centre shall be independent of UNESCO.
2. The Centre shall be an integral part of NICH, which enjoys, in accordance with the laws and regulations of Japan, the legal personality and capacity necessary for the exercise of its functions, including the capacity to contract, to acquire and dispose of movable and immovable property, and to institute legal proceedings in relation to the activities of the Centre.

Article 5 - Objectives and Functions

1. The objectives of the Centre will be:
 - (a) to promote the 2003 Convention and its implementation in the Asia-Pacific Region;
 - (b) to enhance safeguarding of the intangible cultural heritage in the Asia-Pacific Region, while developing and mobilizing research as a tool for safeguarding the intangible cultural heritage in the sense of Article 2.3 of the 2003 Convention; and
 - (c) to foster, coordinate and develop scientific, technical and artistic studies, as well as research methodologies, in the sense of Article 13(c) of the 2003 Convention, in the Asia-Pacific Region.

These three objectives will be pursued to 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).

2. In order to achieve the above objectives, the functions of the Centre will be:
 - (a) to instigate and coordinate research into practices and methodologies of safeguarding endangered intangible cultural heritage elements present in the Asia-Pacific Region, while cooperating with universities, research institutions, community representatives and other governmental and non-governmental organizations in Japan and elsewhere in the Region;

- (b) to assist, in terms of research, countries in the Asia-Pacific Region in implementing such measures as referred to in Articles 11, 12, 13 and 14 of the 2003 Convention, while paying special attention to developing countries;
- (c) to organize workshops and seminars focusing on the role of research as a useful component for safeguarding the intangible cultural heritage and related practices and methodologies, involving experts, community representatives and administrators from the Asia-Pacific Region;
- (d) to encourage and assist young researchers in the Asia-Pacific Region engaging in research activities related to safeguarding the intangible cultural heritage;
- (e) to cooperate with other category 2 institutes and centres active in the domain of safeguarding the intangible cultural heritage, in the Asia-Pacific Region and beyond; and
- (f) to initiate cooperation among all other interested institutions active in the domain of safeguarding the intangible cultural heritage, while furthering technical assistance vis-à-vis developing countries, in the Asia-Pacific Region.

Article 6 - Governing Board

1. The Centre will be guided and overseen by a Governing Board, which will be renewed regularly and will be composed of:
 - (a) the Chief Executive of NICH, as the Chairperson;
 - (b) a representative of the Government or his or her appointed representative;
 - (c) a representative of the Japanese National Commission for UNESCO;
 - (d) a representative of up to three other Member States of UNESCO that 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;
 - (e) up to three representatives of Japanese universities and research institutions as well as local authorities; and
 - (f) a representative of the Director-General of UNESCO.
2. The Governing Board shall:
 - (a) examine and adopt the long-term and medium-term programmes of the Centre which the Director of the Centre submits after consultation with UNESCO, subject to paragraph 3 below;
 - (b) examine and adopt the draft work plan and budget of the Centre which the Director of the Centre submits after consultation with UNESCO, subject to paragraph 3 below;

- (c) examine the annual reports submitted by the Director of the Centre, including biennial self-assessment reports of the Centre's contribution to UNESCO's programme objectives;
 - (d) examine the periodic independent audit reports of the financial statements of the Centre and monitor the provision of such accounting records as necessary for the preparation of financial statements;
 - (e) draw up and adopt any necessary internal regulations of the Centre, based on the relevant legislative and regulatory framework relating to NICH; and
 - (f) decide on the participation of regional intergovernmental organizations, international organizations and other interested institutions in the work of the Centre.
3. The long-term and medium-term programmes as well as the work plan and budget of the Centre shall satisfy the relevant legislative and regulatory requirements relating to NICH; they will also be aligned with UNESCO's strategic programme objectives and global priorities, and conform to the Centre's functions as set out in Article 5.2.
 4. The Governing Board shall meet in ordinary session at regular intervals, at least once every Japanese fiscal 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 the majority of its members.
 5. 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 functions as it deems necessary.
 6. The Governing Board shall adopt its own rules of procedure.

Article 7 - Staff

1. The Centre shall consist of a Director and staff with experience in research on intangible cultural heritage, as well as such staff as is required 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 Centre's staff shall be nominated by the Director for the appointment by the Chairperson of the Governing Board.

Article 8 - Duties of the Director

The Director shall discharge the following duties:

- (a) develop and implement a results-based management framework tailored to the operations of the Centre and into which its programme, work plan and budget are integrated;
- (b) prepare the long-term and medium-term programmes as well as the draft work plan and budget of the Centre to be submitted, after consultation with UNESCO, to the Governing Board;
- (c) direct the work of the Centre in conformity with the programmes and work plan

adopted by the Governing Board;

- (d) prepare the documents for the Governing Board and the provisional agenda of its meetings, including any proposal he or she deems appropriate, and distribute them to UNESCO at least six weeks before the Governing Board meeting. UNESCO will provide feedback within two weeks of receiving them. Finally, the Centre will submit to the Governing Board a final version of those documents at least two weeks before the meeting;
- (e) prepare and submit to the Governing Board the annual reports on the Centre's activities, including biennial self-assessment reports of the Centre's contribution to UNESCO's programme objectives; and
- (f) discharge any other duties required for the proper functioning of the Centre, in pursuance of the programmes and work plan adopted by the Governing Board.

Article 9 - Contribution of UNESCO

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
 - (b) including 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.
2. In all the cases listed above, such assistance shall not be undertaken except within UNESCO's programme and budget, and UNESCO will provide Member States with accounts relating to the use of its staff and associated costs.

Article 10 - Contribution by the Government

1. The Government undertakes to take appropriate measures in accordance with the laws and regulations of Japan, which may be required for the Centre to receive all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre. The Centre's resources shall derive from sums allotted by NICH, from such contributions as it may receive from any governmental, intergovernmental or non-governmental organizations, and from payments for services rendered.
2. The Government shall endeavor to provide suitable accommodation for the Centre in accordance with the laws and regulations of Japan as an independent institute located in or close to a major university or similar research institution.

Article 11 - Participation

1. The Centre will 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 may send to the Centre notification to this effect. The Director of the Centre shall inform the Government, UNESCO and those Member States that have notified their intention to participate in the Centre's activities 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 the Approved Programme and Budget of UNESCO (C/5 document) 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 Centre within annual budgets appropriated thereto and in accordance with the relevant and applicable laws and regulations of Japan.
3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.

Article 14 - 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, 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 upon signature by the Contracting Parties. The 2010 Agreement is superseded by this Agreement.

Article 16 - Duration

This Agreement is concluded for a period of six years as from its entry into force. This Agreement shall be renewed upon common agreement 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 17 - Denunciation

1. The Government and UNESCO shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 180 days following receipt of the notification sent by the Government or UNESCO to the other.

Article 18 - Revision

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

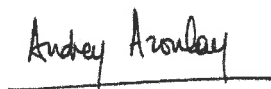
Article 19 - Settlement of Disputes

Any disputes between the Government and UNESCO regarding the interpretation or application of this Agreement shall be resolved through consultations between them.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

DONE in duplicate in Paris, this 6th day of December, 2018, in English.

For the United Nations Educational.
Scientific and Cultural Organization



Audrey Azoulay
Director-General

For the Government of Japan



H. E. Mr Takio Yamada
Ambassador Extraordinary and
Plenipotentiary, Permanent Delegate