

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED ARAB EMIRATES
AND
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION
(UNESCO)
REGARDING THE ESTABLISHMENT IN THE EMIRATE OF SHARJAH OF THE
INTERNATIONAL CENTRE FOR CAPACITY-BUILDING IN INTANGIBLE CULTURAL
HERITAGE IN THE ARAB STATES AS A CATEGORY 2 CENTRE
UNDER THE AUSPICES OF UNESCO

The Government of the United Arab Emirates

and

The United Nations Educational, Scientific and Cultural Organization,

Recalling the Convention for the Safeguarding of the Intangible Cultural Heritage, which was adopted in 2003 by the General Conference at its 32nd session 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 United Arab Emirates an agreement in conformity with the draft that was submitted to the General Conference at its 40th session,

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 United Arab Emirates.
3. The "Centre" refers to the International Centre for Capacity-building in Intangible Cultural Heritage in the Arab States at the Sharjah Institute for Heritage.
4. "SIH" refers to the Sharjah Institute for Heritage of the United Arab Emirates.
5. The "2003 Convention" refers to the UNESCO Convention for the Safeguarding of the Intangible Cultural Heritage.
6. "ICH" refers to intangible cultural heritage.

Article 2: Establishment

The Government shall agree to take, in the course of the year 2022, any measures that may be required for the establishment of the International Centre for Capacity-building in Intangible Cultural Heritage in the Arab States at the Sharjah Institute for Heritage 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 the Government and UNESCO 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 Centre shall be an integral part of SIH, which enjoys within its territory the functional autonomy necessary for the execution of its activities and the legal capacity:
 - to contract;
 - to institute legal proceedings;
 - to acquire and dispose of movable and immovable property.

Article 5: Objectives and functions

1. The Centre shall specialize in capacity-building for the safeguarding of intangible cultural heritage and its objectives shall be to:
 - (a) Promote the 2003 Convention for the Safeguarding of the Intangible Cultural Heritage and contribute to its implementation in the Arab States;
 - (b) Strengthen institutional capacities for safeguarding ICH in the Arab States, while promoting the purposes of the 2003 Convention in the region;
 - (c) Increase the participation of communities, groups and individuals in safeguarding ICH, and raise awareness of and ensure respect for ICH in the Arab States;
 - (d) Foster regional and international cooperation for the safeguarding of ICH.
2. In order to achieve the above objectives, the specific functions of the Centre will be to:
 - (a) Implement long-term and short-term capacity-building programmes and activities in ICH safeguarding based on the programme developed by UNESCO for the effective implementation of the 2003 Convention;
 - (b) Adapt capacity-building materials developed by UNESCO to the regional context and ensure their translation into Arabic;
 - (c) Build networks among concerned communities, groups and individuals to reinforce transmission and dissemination of ICH, organize public events and meetings at the regional and international level;
 - (d) Strengthen international and regional networks to exchange information and knowledge concerning the safeguarding of ICH, including in the context of the overall results framework of the Convention and periodic reporting.
3. The Centre's activities and programmes shall be carried out in conformity with the 2003 Convention and, in particular, its purposes and definitions (Articles 1 and 2 of the 2003

Convention).

Article 6: Governing Board

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

- (a) a representative of the Government or his/her appointed representative, who shall be the ex officio Chairperson of the Governing Board;
- (b) Two representatives of the Government representing the following institutions: Ministry of Culture and Youth of the United Arab Emirates, and United Arab Emirates National Commission for Education, Culture, and Science;
- (c) Up to five representatives of the Member States of UNESCO, 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
- (d) A representative of the Director-General of UNESCO;
- (e) Up to two representatives of the associated and cooperative organizations working in the field of ICH in the United Arab Emirates, which can be accorded a seat by the decision of the Governing Board;
- (f) Up to two representatives of any other intergovernmental organizations or non-governmental organizations, which can be accorded a seat by the decision of the Governing Board

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

2. The Governing Board shall:

- (a) Approve the long-term and medium-term programmes of the Centre;
- (b) Approve the annual work plan and budget of the Centre, including the staffing table;
- (c) Examine the annual reports submitted by the Director of the Centre, including a 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 necessary for the preparation of financial statements;
- (e) Adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of the country;
- (f) Decide on the participation of regional and 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 two thirds 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 7: Secretariat

1. The Centre's secretariat shall consist of a Director and such staff as are 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, and should have recognized academic standing and professional experience in the field of intangible cultural heritage.
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.

Article 8: 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) Propose all the working documents of the Governing Board, including the draft work plan and budget, 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;
- (d) Prepare reports on the Centre's activities to be submitted to 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 will 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 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 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, through SIH, shall provide all the resources, 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;
 - (b) Make available to the Centre required office space, documentation 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 an accountant and technical support personnel.
 - (e) Contribute a minimum amount of AED 2,000,000.00 annually to the operational activities of the Centre in addition to the in-kind contributions mentioned above in the present Article.

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 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 the 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;
 - (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 strategic programme objectives, to be funded by the host country or 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

Since the center is independent from UNESCO, but as a category 2 centre evaluated by UNESCO, it may do the following:

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 webpages in accordance with the conditions established by the governing bodies of UNESCO.

Article 15: Entry into force

This Agreement shall enter into force upon its signature by the contracting parties.

Article 16: 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 Parties once the Executive Board made its comments based on the results of the renewal assessment provided by the Director-General.

Article 17: 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 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 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.

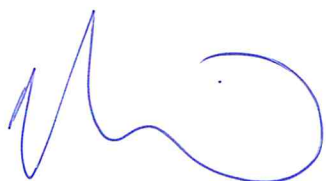
2. The tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement.

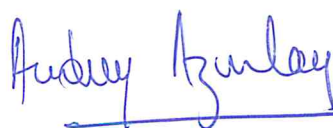
DONE in duplicate in the Arabic and English languages, each text being equally authentic. In case of divergence between the English and Arabic versions, the English version shall prevail.

For the Government of the United Arab
Emirates

For the United Nations Educational,
Scientific and Cultural Organization



Noura bint Mohammed Al Kaabi
Chair of the National Commission for
Education, Culture and Science



Audrey Azoulay
Director-General

Date: 08 Dec 2021

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