

Signed at Paris December 1, 2015
Entered into force December 1, 2015

AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KOREA
AND THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC
AND CULTURAL ORGANIZATION (UNESCO)
REGARDING THE INTERNATIONAL CENTRE OF MARTIAL ARTS
FOR YOUTH DEVELOPMENT AND ENGAGEMENT
UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

The Government of the Republic of Korea and the United Nations Educational, Scientific and Cultural Organization (hereinafter jointly referred to as the "Parties"),

Having regard to the resolution(37 C/Resolution 41, 2013) whereby the UNESCO General Conference seeks to favour international cooperation in respect of youth development and engagement;

Considering that the Director-General of UNESCO 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; and

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the International Centre of Martial Arts for Youth Development and Engagement under the auspices of UNESCO to be established pursuant to this Agreement;

Have agreed as follows:

Article I
Definitions

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
2. "The Government" means "the Government of the Republic of Korea".

Article II
Establishment

The Government shall agree to take, in the course of the year 2015, any

measures that may be required for the setting up in Chungju, Republic of Korea of the International Centre of Martial Arts for Youth Development and Engagement under the auspices of UNESCO (hereinafter referred to as the “Centre”), as provided for under this Agreement.

Article III 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 of the Parties stemming therefrom.

Article IV Legal Capacity

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 to:

- (a) contract;
- (b) institute legal proceedings; and
- (c) acquire and dispose of movable and immovable property.

Article V Constitutive Act

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

- (a) the legal status granted to the Centre, under the national legislation, including 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 VI Functions and Objectives

1. In the field of research and knowledge sharing, the functions of the Centre shall be to:

- (a) promote research and knowledge sharing on:
 - (i) the role of martial arts in the consolidation of a culture of peace and

- reconciliation;
 - (ii) the contribution of martial arts to the healthy development of young women and young men, and to their personal and social development;
 - (iii) the contribution of martial arts to the prevention of violence;
 - (iv) a comparative analysis of the perception, acceptance, and health and social impacts of martial arts among young women and men in the region, as well as in other parts of the world; and,
 - (v) the role of women in martial arts;
- (b) encourage research on martial arts by young researchers.

2. In the field of capacity building, the functions of the Centre shall be to contribute to youth development, leadership and community engagement through education and training involving martial arts philosophies, cultural values and techniques that train the mind, body and spirit. This could involve:

- (a) conducting martial arts training seminars and summer schools for young women and men from different parts of the world, as a means of building a sense of community and promoting voluntary work;
- (b) helping to establish martial arts “open schools”, community and cultural centres;
- (c) organizing international seminars and academic meetings relating to martial arts; and,
- (d) organizing world martial arts youth rallies.

3. The functions of the Centre to develop a clearing house on martial arts shall be to:

- (a) set-up and manage a documentation centre that will collect, preserve and disseminate records and materials on martial arts from all countries in order to support educational and academic activities in this field. This will involve:
 - (i) collecting all relevant materials;
 - (ii) developing and managing a website including an on-line database;
 - (iii) publishing periodical information, including electronic bulletins;
 - (iv) participating in the operation of the world martial arts library cum museum; and,
 - (v) helping to organize international martial arts festivals and expos.
- (b) produce a world traditional martial arts compendium and glossary targeting youth.

4. To foster North-South cooperation, the function of the Centre shall be to:

- (a) engage young women and men from sub-Saharan Africa in traditional martial arts activities for the consolidation of a culture of peace and reconciliation in the sub-region; and,

- (b) develop projects based on the research component outlined above for a consolidation of a culture of peace and reconciliation.

Article VII Governing Board

1. The Centre shall be guided and overseen by a Governing Board that shall be renewed every three (3) years and include:
 - (a) four representatives of the Government;
 - (b) two representatives from academia (“academia” meaning relevant universities and research institutes);
 - (c) three representatives from the martial arts community (“martial arts community” meaning martial arts masters and specialists, martial arts training institutions and martial arts-related organizations and businesses), one of whom represents the World Martial Arts Union;
 - (d) three representatives of UNESCO Member States which have expressed interest in being represented on the Board and have sent notification for membership to the Centre, on the basis of equitable geographical distribution and in accordance with stipulations of Paragraph 2 of Article X; and,
 - (e) a representative of the UNESCO Director-General.

2. The Governing Board shall:
 - (a) approve the medium-term and long-term programmes of the Centre;
 - (b) approve the annual work plan of the Centre;
 - (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 necessary for the preparation of financial statements;
 - (e) adopt the rules and regulations, as well as determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws and regulations of the Republic of Korea; and,
 - (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 UNESCO Director-General or of at least four members of Governing Board unless it decides otherwise.

4. The Governing Board shall adopt its own rules of procedure. For its first meeting, the procedure shall be established by the Parties.

Article VIII **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;
- (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.

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 IX **Contribution by the Government**

1. The Government 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, financial or in-kind, required for the administration and proper functioning of the Centre.

2. The Government undertakes to:

- (a) make temporary premises available within the City Hall of Chungju;
- (b) contribute to the Centre's annual operation cost within its budgetary limits;
- (c) make available to the Centre the administrative staff and public officials necessary for the performance of its functions; and,
- (d) construct or otherwise provide permanent facilities, including offices for the Centre.

Article X

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 and other Member States of UNESCO of the receipt of such notifications.

Article XI Responsibility

1. The Centre shall be independent of UNESCO.
2. 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 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 XII 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 document (C/5), 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.
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 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 Parties shall have the option of requesting a revision of the provisions of the Agreement or of denouncing the Agreement, as envisaged in Articles XVI and XVII below.

Article XIII

Use of UNESCO's Name and Logo

1. The Centre may mention its affiliation with UNESCO. It may, therefore, use after its title the phrase "under the auspices of UNESCO."
2. The Centre is authorized to use the UNESCO logo or a version thereof on its letterhead paper and documents, including on electronic documents and web pages, in accordance with the conditions established by the governing bodies of UNESCO.

Article XIV

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 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 XV

Duration

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

Article XVI

Denunciation

1. Each of the Parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect on the 30th day following receipt of the notification sent by one of the Parties to the other.

Article XVII
Revision

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

Article XVIII
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 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 Director-General of UNESCO, and the third, who shall preside over the tribunal and 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 by the Government and UNESCO respectively, have signed this Agreement.

DONE in duplicate at Paris on this first day of December, 2015 in the English language.

FOR THE GOVERNMENT OF
THE REPUBLIC OF KOREA

FOR THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION