

23/2/2011

**DRAFT AGREEMENT BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF ICELAND**

**AND**

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

**REGARDING THE ESTABLISHMENT, IN REYKJAVÍK (ICELAND) OF THE “VIGDÍS  
INTERNATIONAL CENTRE FOR MULTILINGUALISM AND INTERCULTURAL  
UNDERSTANDING” AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Government of the Republic of Iceland on the one hand, and

The Director-General of the United Nations Educational, Scientific and Cultural Organization on the other hand,

Considering that languages, already mentioned in the first article of UNESCO Constitution, have been at the heart of UNESCO mission and programmes throughout its history, and that UNESCO has a unique function to play in this field, within the UN family, as confirmed by the coordination role assigned to it by the UN General Assembly for the International Year of Languages (2008),

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

Desirous of defining the terms and conditions governing the contribution that shall be granted to VIGDÍS International Centre for Multilingualism and Intercultural Understanding in this Agreement,

Have agreed as follows:

***Article 1 – Definitions***

In the Agreement, unless the context requires a different meaning,

1. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization;
2. “The Government” refers to the Government of the Republic of Iceland;
3. “Centre” means VIGDÍS International Centre for Multilingualism and Intercultural Understanding
4. “University” means the University of Iceland;

5. "Ministry of Culture" means the Ministry of Education, Science and Culture in Iceland;
6. "The Parties" means UNESCO and the Government.

#### ***Article 2 – Establishment***

The Government agrees to take, in the course of the year 2012, appropriate measures that may be required to establish and assure the functioning of the Centre, as provided under this Agreement.

#### ***Article 3 – Participation***

1. The Centre will be at the service of Member States and Associate Members of UNESCO that, 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 4 – Purpose of the Agreement***

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the Government of the Republic of Iceland and also the rights and obligations stemming there from for the parties.

#### ***Article 5 – Legal Status***

1. The Centre shall be independent of UNESCO.
2. The Centre shall be a part of the Vigdís Finnbogadóttir Institute of Foreign Languages at the University of Iceland. The Government shall ensure that the Centre enjoys in accordance with Icelandic law and regulations and within its territory the programmatic autonomy necessary for the execution of its activities and that the Vigdís Finnbogadóttir Institute of Foreign Languages at the University of Iceland will have the capacity to contract, to institute legal proceedings and to acquire and dispose of movable and immovable property on behalf of the Centre.

#### ***Article 6 – 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 and the Vigdís Finnbogadóttir Institute of Foreign Languages at the University of Iceland that will have the capacity necessary to receive subventions, obtain payments for services rendered and carry out the acquisition of all means required on behalf of the Centre.

- (b) a governing structure for the Centre allowing UNESCO representation within its governing bodies.

### **Article 7 – Objectives and functions**

- 7.1. The **objectives** of the Centre shall be to:
  - (a) promote multilingualism in order to further understanding, exchange and respect between cultures and nations;
  - (b) raise awareness of the importance of language as a core element of the cultural heritage of humanity;
  - (c) contribute to preservation of languages;
  - (d) function as a clearing house in the fields of multilingualism and linguistic diversity for decisions makers, experts and the public at large;
  - (e) promote translation and translation studies in order to enhance the enjoyment of cultural diversity and intercultural understanding;
  - (f) contribute to worldwide monitoring of the implementation of language policies and language planning in the field of mother tongue based multilingualism;
  - (g) promote research and education in foreign languages studies and cultures;
  - (h) support and promote research into the role of the mother language as a human right.
  - (i) promote observation, analysis and statistics of translation flows.
  
- 7.2. The **functions** of the Centre shall be to:
  - (a) work on and encourage the preservation of languages by upholding and supporting digital archives for languages of the world;
  - (b) support language vitalisation and create a „planetarium of languages“ – a combination of a real and virtual reality museum on the languages of the world with exhibitions to be experienced both on location and on the internet;
  - (c) promote and disseminate research of languages and cultures as an element of cultural heritage of humanity by supporting research chairs for outstanding scholars, also from the developing countries;
  - (d) provide forum and facilities for international doctoral students and academics, especially from the developing countries;
  - (e) devise and make available worldwide strategies and methods in support of endangered and indigenous languages through research projects, conferences and publications;
  - (f) support outstanding research in the field of language policy and politics;
  - (g) provide facilities and expertise for research projects and disseminate results with a special view to the objectives of the centre;
  - (h) delineate how native language visions and focused language policy can enhance literacy and education through the means of research projects and dissemination of knowledge;
  - (i) develop an international discussion platform;
  - (j) collaborate with all relevant UNESCO programmes, in particular in the field of translation flows observations, like the Index Translationum (International Translation Bibliography)

### ***Article 8 – Governing Board***

1. The Centre shall be guided and supervised by a Governing Board that will be renewed every 3 years and composed as follows:

- (a) a representative of the Government (Ministry of Culture) or his/her appointed representative;
- (b) a representative of the Director-General of UNESCO;
- (c) a representative of the Icelandic National Commission for UNESCO
- (d) a representative of up to three other Member States of UNESCO which have sent to the Centre notification for membership, in accordance with the stipulations of Article 3,
- (e) three representatives of the University of Iceland

The Director of the Centre shall participate in the Governing Board as 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 of the Centre's contribution to UNESCO's programme objectives
- (d) issue the rules and regulations and determine the financial, administrative and personnel management procedures of the Centre in accordance with the laws of the country;
- (e) 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 at regular intervals, at least once every calendar year. It shall meet in extraordinary session if summoned by the Chairperson, either on her/his 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 9 – Executive Committee***

In order to ensure the effective running of the Centre between sessions, the Governing Board may delegate to Standing Executive Committee, whose membership it fixes, such powers as it deems necessary.

### ***Article 10 – Personnel***

1. The Centre's personnel shall comprise of a Director and other staff as necessary for the proper functioning of the Centre.

2. The management of the Centre shall be assured by the Director, who shall be nominated by the Chair of the Governing Board. To comply with the nomination a contract with the Director of the Centre is established and signed by the Dean of the School of Humanities of the University of Iceland The Director shall meet the academic qualifications as deemed necessary and have recognized professional experience in the field of languages and cultures.

3. Other members of the staff may comprise:

- (a) any person appointed by the Director, in accordance with the procedures laid down by the Governing Board;
- (b) members of UNESCO's staff who would be temporarily detached and made available to the Centre, as provided for by UNESCO's regulations and by the decisions of its governing bodies;
- (c) University's staff who would be assigned to the Centre, as provided by University regulations on interim or long term basis.

### ***Article 11 – 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) prepare the provisional agenda for the sessions of the Governing Board and submit to it any proposals that he/she may deem useful for the administration of the Centre;

- (d) prepare reports on the Centre's activities to be submitted to the Governing Board;
- (e) represent the Centre in law and all civil acts in the capacity of the University.

### ***Article 12 – UNESCO's Contribution***

1. UNESCO shall provide assistance in the form of a technical and scientific advice concerning the activities of the Centre in accordance with the strategic goals and objectives of UNESCO.
2. UNESCO agrees to:
  - (a) provide scientific and technical advice in the specialized fields of the Centre;
  - (b) detach temporarily members of its staff. Such detachment may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity/project with a priority area as approved by UNESCO's governing bodies;
  - (c) include the Centre in various programmes which it implements and in which the participation of the latter seems necessary.
3. In all of the cases listed above, this contribution shall be provided for in UNESCO's Programme and Budget and UNESCO will provide Member States with accounts relating to the use of its staff and associated costs.

### ***Article 13 – Contribution of the Government***

1. The Government through the University shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre.
2. The Centre shall for financing of the operating costs draw upon funds through the University budget as approved by the Parliament. The University will provide suitable premises for the Centre, make available the administrative staff necessary for the performance of its functions and pay an annual financial contribution, the amount of which shall be US \$ 150.000 in 2011.

### ***Article 14 – Responsibility***

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for it 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 15 – Evaluation***

1. UNESCO may, at any time, carry out an evaluation of the Centre's activities in order to check:
  - (a) whether the Centre makes an important contribution to the strategic goals of UNESCO;
  - (b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. UNESCO shall agree to submit to the Government, at its earliest opportunity, a report on any evaluation.
3. UNESCO shall reserve the option to denounce this Agreement or amend its contents, following the results of an evaluation.

#### ***Article 16 – 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 letterhead and documents including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.

#### ***Article 17 – Duration of the Agreement***

The present Agreement is fixed for a period of five years as from its entry into force and may be renewed by tacit agreement unless otherwise expressly denounced by either party as provided for in Article 19.

#### ***Article 18 – Entry into force***

The 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 Iceland 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 the Agreement.

#### ***Article 19 – Denunciation***

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

#### ***Article 20 – Revision***

The present Agreement may be revised by consent between the Parties.

#### ***Article 21 – Settlement of disputes***

1. Any dispute between UNESCO and the Government concerning the interpretation of application of this Agreement, if it is 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 the Government, another by UNESCO, and a third, who shall preside over the tribunal, chosen by these 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 hereby sign this Agreement.

DONE in X copies in English, on XX, at XX

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For the United Nations Educational  
Scientific and Cultural Organization

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For the Government of Iceland