AGREEMENT BETWEEN
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION
(UNESCO)
AND
THE REPUBLIC OF SLOVENIA
CONCERNING THE TRANSFORMATION AND OPERATION
OF IZUM - REGIONAL CENTRE FOR LIBRARY AND INFORMATION SYSTEMS AND
CURRENT RESEARCH INFORMATION SYSTEMS, MARIBOR, SLOVENIA,
AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

UNESCO Headquarters, Paris
AGREEMENT BETWEEN
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION
(UNESCO)
AND
THE REPUBLIC OF SLOVENIA
CONCERNING THE TRANSFORMATION AND OPERATION
OF IZUM - REGIONAL CENTRE FOR LIBRARY AND INFORMATION SYSTEMS AND
CURRENT RESEARCH INFORMATION SYSTEMS, MARIBOR, SLOVENIA,
AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

The United Nations Educational, Scientific and Cultural Organization,

and

The Republic of Slovenia

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of transformation and operation of the Institute of Information Science in Maribor, Slovenia into IZUM – Regional Centre for Library Information Systems and Current Research Information Systems,

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

Desirous of defining the terms and conditions governing the contribution that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1 – Definition

1. In this Agreement, “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.

2. “Centre” means the “IZUM – Regional Centre for Library Information Systems and Current Research Information Systems”, the proposed category 2 centre.

3. “Region” means the countries in the South East Europe region.

Article 2 – Establishment

The Government shall agree to take, in the course of the year 2012, any measures that may be required for the transformation of the existing Institute of Information Science into a centre under the auspices of UNESCO, as provided for under this Agreement, hereinafter referred to as “the centre”.

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 concerned and also the rights and obligations stemming therefrom for the parties.
Article 4 – Legal status

The Centre shall be independent of UNESCO.

The Government shall ensure that the Centre enjoys within its territory of 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 – Constitutive Act

The constitutive act of the Centre must include provisions describing precisely:

(a) legal status granting to the Centre, within the national legal system, the legal capacity necessary to exercise its functions and to receive subventions, obtain payments for services rendered, and acquire all means necessary for its functioning;

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

Article 6 – Functions/objectives

The functions/objectives of the Centre shall be:

(a) co-ordination of the development and operation of the shared bibliographic system and services,

(b) co-ordination of the development and application of standards for computer support to meet the requirements of the shared bibliographic system and services;

(c) software development and maintenance to meet the requirements of the shared bibliographic system and services;

(d) determination of the suitability of library staff for shared cataloguing purposes, in cooperation with the National Libraries of the countries participating in COBISS.Net;

(e) planning and maintenance of the central computer and communications capacity to enable the functioning of the system;

(f) management of the offer of databases on electronic data carriers, with direct access by agreement with their producers;

(g) organisation of professional training and counselling in the fields covered by the shared bibliographic system;

(h) coordination of the information system for monitoring research activities in the different COBISS.Net countries;

(i) participation in public programmes for the development of COBISS.Net as a means for developing knowledge societies in the region;

(j) engineering for the development and maintenance of a computer and communications infrastructure in educational, research and cultural organisations;

(k) research, development and counselling in its field of work.
Article 7 – Management Board

1. The Centre shall be guided and supervised by a Management Board renewed every four (4) years and composed of:

(a) a representative of the Government of Slovenia or his/her appointed representative;
(b) a representative of the Director-General of UNESCO;
(c) a representative of the COBISS.Net Council;
(d) a representative of the user community from Slovenia;
(e) a representative of the employees of the Centre.

2. The Management 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 programmes objectives;
(d) adopt 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 Management 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 Director-General of UNESCO or of a majority of its members.

4. The Management Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO.

Article 8 – 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 9 – Contribution by the Government

1. The Government shall 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 buildings and land as well as other moveable and immovable property needed for the administration and the functioning of the Centre;

(b) entirely assume the maintenance and the functioning of the premises;

(c) contribute to the Centre the budget necessary to complete its functions and activities according to the national legal system;

(d) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise the present staff of the Institute of Information Science.

Article 10 – 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 11 – Responsibility

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Centre, 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 12 – 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 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 undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.

3. 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 16 and 17.

Article 13 – 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 letter headed paper and documents including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.
Article 14 – 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 Slovenia 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 15 – Duration

This Agreement is concluded for a period of six (6) years as from its entry into force, and shall be deemed renewed unless otherwise expressly denounce by either party as provided for in Article 16.

Article 16 – Denunciation

1. Each of the contracting parties shall be entitled to denounce this Agreement unilaterally.

2. The denunciation shall take effect within sixty (60) days following receipt of the notification sent by one of the contracting parties to the other.

Article 17 – Revision

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

Article 18 – 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 (3) members one of whom shall be appointed by the Ministry of Higher Education, Science and Technology, 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 two copies in the English language, on 18 of September 2012

Irina Bokova
For the United Nations Educational, Scientific and Cultural Organization

Dr. Žiga Turk
For the Ministry of Education, Science, Culture and Sport, Republic of Slovenia