

ERiac
EUROPEAN ROMA
INSTITUTE FOR ARTS
AND CULTURE



**MEMORANDUM OF UNDERSTANDING
CONCERNING CO-OPERATION BETWEEN
THE COUNCIL OF EUROPE
AND THE EUROPEAN ROMA INSTITUTE
FOR ARTS AND CULTURE E.V. (ERiac)**

**MÉMORANDUM D'ACCORD
RELATIF À LA COOPÉRATION ENTRE
LE CONSEIL DE L'EUROPE
ET L'INSTITUT EUROPÉEN
DES ARTS ET DE LA CULTURE ROMS (IEACR)**

The Council of Europe and the European Roma Institute for Arts and Culture e.V. (ERIAN) (hereinafter: the Parties), which share the goal of promoting arts and culture as a means to promote human rights and thereby to tackle anti-Gypsyism and discrimination against Roma in Europe and to increase their self-esteem, agree on the following:

Article 1 – Scope

On the basis of the shared fundamental values and principles and in pursuance of the aims of fostering the full inclusion of Roma in a democratic society, the promotion of their culture, respect for human rights, intercultural dialogue and understanding, the mission and mandate of ERIAC (hereinafter: the Institute) are to contribute to the implementation of the Council of Europe's principles and goals in all member States with a Roma population, as spelled out in its relevant policy recommendations and statements including the "Strasbourg Declaration on Roma" (2010) and the "Thematic Action Plan on the Inclusion of Roma and Travellers (2016-2019)", in the field of arts and culture.

Article 2 – Mission of the Institute

The Institute shall act as a resource centre and hub for the promotion for Roma arts and culture in Europe. The Institute shall disseminate information and serve as a platform and meeting place for artists, cultural activists, researchers, policy-makers, journalists and other relevant actors of Roma and non-Roma background in its field of expertise.

The Institute shall co-operate with the Council of Europe on the basis of their shared values and principles. The Institute respects the standards of equity, participation, pluralism, transparency, accountability and the rule of law, in a manner that is effective, efficient and enduring.

In its activities, the Institute will, in the field of arts and culture, complement the activities of other institutions working for Roma inclusion, avoiding unnecessary duplication of efforts and undue competition with similar initiatives.

Article 3 – Target groups

The target groups of the Institute will consist mainly of artists, multipliers, practitioners, researchers, administrators and decision-makers in all questions regarding arts and culture, including history, of Roma in Europe. In its activities, the Institute is expected to co-operate with international, national, regional and local Roma organisations and initiatives, building on their experience and inspiration in the fields of arts and culture.

Article 4 – Strategic objectives of the co-operation

The strategic objectives of the co-operation are:

- to support the outreach of Council of Europe initiatives concerning the fight against anti-Gypsyism and discrimination against Roma in Europe and to increase their self-esteem by means of arts and culture;
- to provide advice on examples of good practice in all areas of art and culture, which can be used by the Council of Europe, member States and NGOs in order to underpin their efforts to facilitate the full inclusion of Roma in society;
- to raise awareness of the Council of Europe, member States and NGOs on emerging cultural trends, relevant for the inclusion of Roma and the protection of their identity and culture;
- to disseminate up-to-date documentation and information to practitioners and other multipliers in these fields, with regard to Council of Europe values, standards and achievements;
- to participate as an observer in the work of the Ad Hoc Committee of Experts on Roma and Traveller Issues (CAHROM) in the fields of competence of the Institute;
- to contribute in its fields of competence towards the work of the Council of Europe and its member States while remaining open for co-operation with other relevant organisations such as the European Union, the OSCE and the agencies and institutions of the United Nations.

Programmes of activities, undertaken in the framework of the co-operation with the Council of Europe, will be established by the Institute in pursuance of the above-mentioned objectives. The programme offered by the Institute will contribute to the efforts of the Council of Europe by enhancing its capacity for initiating actions in the areas included in the Institute's mission.

The Director General of Democracy of the Council of Europe Secretariat is the principal interlocutor of the Institute in the implementation of these objectives. The Institute will also work with other appropriate units of the Secretariat with a view to enhancing the impact of their work.

Article 5 – Undertakings of the Council of Europe

The Council of Europe undertakes to:

- co-operate with the Institute with a view to the pursuit of the Institute's objectives in the most effective way and to the implementation of the Institute's programme of activities;
- consider the Institute as one of the partners for the implementation of Council of Europe initiatives in the field of Roma arts and culture with a view to enhancing its efforts in the fight against anti-Gypsyism;

- provide, as appropriate, access by the Institute to the acquis and expertise of the Council of Europe as regards the Institute's areas of activity and develop synergies between the respective programmes of activities. ERIAC will be granted access only to publicly accessible information, with an exemption of ERIAC's participation in the work of CAHROM. ERIAC shall not make public any information received from the Council of Europe, in this context, before it has been made public by the Council of Europe itself.

Article 6 – Financing

The Institute is responsible for its own financial viability and sustainability over time. It is the understanding of both Parties that the Institute must conduct effective fund-raising activities in order to secure the long-term viability of its operations.

The Council of Europe provided a start-up financial contribution of € 200 000 in both 2016 and 2017, and shall provide a financial contribution of € 200 000 in both 2018 and 2019 in order to contribute towards the necessary assets of the Institute and to cover a part of its activities. The disbursement of the financial contribution in 2018 will be subject to an initial independent evaluation of the Institute's activity to take place by September 2018. The disbursement of the financial contribution for 2019 will be subject to a further independent evaluation to take place by September 2019.

For the following years, the Council of Europe shall re-examine its possible annual contributions in the light of the independent evaluation in 2019 (for 2020 and 2021) and subsequently of independent evaluations of the Institute's activity every two years, if necessary in the framework of the budget procedure.

Article 7 – Governance

The Institute shall be governed by a Board composed of five members, with tasks and responsibilities laid down in relevant national legislation and the statutes of the Institute.

One member of the Board shall be nominated by the Secretary General of the Council of Europe. The Council of Europe shall communicate the name of the representative at the earliest opportunity. The Council of Europe shall nominate a suitably qualified nominee, according to the conditions set out in the statutes for the composition of the Board.

The Institute shall bear the travel and subsistence expenses involved in the fulfilment of the statutory functions and tasks of the members of the Board.

Article 8 – Contacts between the Parties

Until further notice, the contact point for relations with the Institute within the Secretariat of the Council of Europe is the Director General of Democracy. On the side of the Institute, the Executive Director shall be responsible for the contacts with the Council of Europe.

Article 9 – The Institute’s relations with the Council of Europe and its member States

In the course of its activities the Institute shall comply with the fundamental values and standards underpinning Council of Europe activities. Neither the Council of Europe as such nor its member States shall be bound in any way by the statements and activities of the Institute. In the event that the Institute’s activities should be found to be contrary to the above-mentioned principles or to the provisions of the present Agreement, the Council of Europe reserves the right to suspend immediately all co-operation with the Institute.

The Institute may be authorised upon request to use the name and the logo of the Council of Europe for the activities that fall within the purpose of co-operation with the Council of Europe.

The Institute shall not be entitled to invoke any privilege or immunity enjoyed by the Council of Europe, its buildings and premises.

Staff recruited by the Institute shall be remunerated and managed in accordance with the national and local legislation and standards in place at the seat of the Institute, and may not claim any link whatsoever with the Council of Europe in respect of contractual and working conditions or benefit from the privileges and immunities enjoyed by Council of Europe staff.

The Institute shall submit an annual activity report and its annual account statement as prepared by the Executive Director, and its programme of activities for the next year, to the Committee of Ministers of the Council of Europe for information.

The Board shall inform the Committee of Ministers of the Council of Europe of any amendment to the Statutes.

Any future modification of Articles 6(2), 15 and 16 of the Statutes shall require the prior approval of the Committee of Ministers of the Council of Europe.

Article 10 – Evaluation of the Institute’s performance

Two years after the setting-up of the Institute, and at least once every two years thereafter, the Parties shall hold a meeting to evaluate the operational impact and the functioning of the Institute’s administration and governing structure, with a view to its on-going enhancement.

Article 11 – Entry into force and termination

This Memorandum of Understanding is drawn up for a period of two years starting from the date when the Parties have informed each other that the conditions for entering-into-force have been fulfilled. It can be renewed without prejudice to other provisions of this Memorandum of Understanding (including financial contributions of the Council of Europe which are dependent on the budget decisions of the Committee of Ministers) for subsequent periods of one year, unless one of the Parties gives notice three months before the next renewal date. The terms of this Memorandum of Understanding may be amended or supplemented by means of a supplementary Agreement between the Parties, drawn up in writing, in conformity with the internal procedures.

Either Party may, after a period of two years, terminate this Memorandum of Understanding by giving three months written notice to the other Party on the understanding that appropriate consultations have taken place.

Signed in Strasbourg, this 22nd day of June 2018

**For the European Roma Institute
for Arts and Culture e.V. (ERIAC)**



Željko JOVANOVIĆ
Chair of the Board

For the Council of Europe



Thorbjørn JAGLAND
Secretary General