Contract N°:
(Please quote this reference in all correspondence and communications)

IMPLEMENTATION PARTNERS AGREEMENT

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION	and	Name
(hereinafter called 'UNESCO')		(hereinafter called 'the Partner')
the headquarters of which are situated in Paris *PARIS HQ* *7 place Fontenoy* *75007 Paris* *France*		Address Vendor number

DRAFT

Article I. General Responsibilities of the Parties

Given, that the Parties have agreed to fully cooperate and act in a consultative manner, as outlined in this Implementation Partners Agreement (hereafter the "Agreement"), and to avail of each other's services during the establishment and implementation of this Agreement.

1.1 The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement.

1.2 The Parties shall keep each other informed of all relevant activities pertaining to the implementation of the work plan, and shall hold consultations when either Party considers it appropriate, including any circumstance that may affect the achievement of the objectives of the .

1.3 The Parties shall refrain from any action that may adversely affect the interests of the other Party and shall fulfill their commitments with the fullest regard for the terms and conditions of this Agreement and the principles of the United Nations.

1.4 In conformity with the provision of the described in Annex I, together with the associated budget (Annex II), UNESCO and the Partner hereby agree as follows:

The Partner:

Article II. Duties and obligations of the Partner

2.1 The Partner will be fully responsible for the implementation of the and associated risks in accordance with the agreed work plan as attached in Annex I and in particular, the Partner agrees:

a. To the cost/budget estimate included in Annex II corresponding to the activities to be carried out by the Partner;

b. To be financially responsible for the utilization of the funds transferred to it by UNESCO under the present Agreement;

c. To submit to UNESCO, for approval every months, or at least before the payment of a new instalment, a narrative report on progress achieved in implementation, possible problems encountered, and remedial

action proposed or taken. A final report shall also be submitted to UNESCO, for approval as soon as possible, and no later than months after completion of all implementation activities;

d. To submit to UNESCO every months a financial report for approval. The Partner may use its own financial report format on condition that it includes all the data contained:

e. The financial reports shall be submitted in ;

f. The financial reports must be duly certified by the Partner's own Financial Comptroller or equivalent, and reflect the expenditure incurred under the funds transferred within this Agreement;

g. To submit to UNESCO a final financial report for approval as soon as possible, and no later than three (3) months after termination of all activities, and liquidation of all outstanding obligations. In case of implementation partners agreements for the amount of less than in US $ the final financial report must be certified by the Partner's own financial authority (Comptroller or equivalent). For implementation partners agreements where the amount transferred to the Partner equals or is over in US $ the final financial report must be audited by the External Auditor of the Partner. The Partner shall provide UNESCO the name and the address of their External Auditor;

h. To maintain financial records and books and all receipts (in original or certified copies of the original) in compliance with the provisions set out in the general terms and conditions provided thereafter;

i. To keep separate books of its own expenses on the financial resources transferred by UNESCO under this Agreement;

j. To provide the reports required under this Agreement in a timely manner and satisfactory to UNESCO, and furnishing all other information covering the and the use of any cash, supplies and, if applicable, equipment transferred to it by UNESCO that UNESCO may ask for;

k. To exercise the highest standard of care when handling and administering the cash, supplies and equipment provided to it by UNESCO, and ensuring that its personnel will conduct itself with the highest standards of integrity and care in the administration;

l. To provide all the facilities necessary for UNESCO to monitor the and inform UNESCO about all major events, reports and studies related to it during the course of implementation;

m. To allow upon request authorized officials of UNESCO or its designated representative to have access to the project site, the Partner's offices and its personnel and to any relevant financial records and documentation;

n. To effectively participate in the review and evaluation of implementation activities, and, if required, in the planning of any subsequent phase of the ;

o. Failure to comply with the above reporting obligations may constitute a breach of the Agreement and may lead to termination at no cost to UNESCO.

Article III. Duties and obligations of UNESCO

3.1 In conformity with the provisions of the described in Annex I, UNESCO is the coordinator of the . UNESCO's financial and administrative rules and regulations for implementation shall therefore apply to this Agreement, unless explicitly stated otherwise.

3.2 UNESCO's main duties and obligations in project management and coordination comprise the following:

a. Providing overall guidance, oversight, technical assistance and leadership, as appropriate, for the implementation of the work plan, and making itself available for consultations as reasonably requested.

DRAFT

b. Transmit the funds allocated to the Partner for the purpose of implementing the in accordance with the modalities set out in the work plan.

c. For extrabudgetary projects, ensure liaison with the funding source, including the timely submission of all the information requested by the funding source as per the funding agreement;

d. Monitor the adequate implementation of the by the Partner and the proper management of the funds allocated;

Article IV. Duration of Agreement

4.1 If the Agreement is not signed by the Partner and returned to UNESCO by at the latest, it will be considered null and void. This date is subject to modification upon agreement of both Parties.

4.2 The effective date is the later date of signature by the Partner and UNESCO of the Agreement and its expiry date is the date of approval by UNESCO of the work submitted by the Partner, as detailed in 5.2.1.

4.3 If, by the expiry date of the Agreement as defined in Article 4.2 above, the Partner has performed no part of the work plan, and no advances have been paid by UNESCO, the Agreement shall be considered null and void unless an amendment extending the period of the Agreement has been signed by both Parties in accordance with Article VII below.

4.4 After expiration of the Agreement, the Partner cannot claim payment for work not delivered on time as stipulated in Article 5.2 below. UNESCO will give its approval no later than three (3) months upon receipt of the works and financial statements.

Article V. Conditions of payments

5.1 Transfer of funds and currency of payment

5.1.1 The Partner, through the signature of the present Agreement, accepts responsibility for the implementation of the activities indicated in the above Article II. UNESCO will proceed with the relevant payments as reflected in the budget enclosed in Annex II, to be expended under the direct responsibility of the Partner.

5.1.2 All payments shall be made in the currency of the Agreement () and as specified in Article 5.2.1 below.

5.1.3 The Partner shall not perform any other services, which may result in any costs in excess of the amount specified above without the prior written agreement of UNESCO.

5.1.4 All payments shall be effected by bank transfer. UNESCO shall be responsible for its own banking fees but any possible intermediary banking fees, as well as the beneficiary's own banking fees, shall be the responsibility of the Partner. The cost of the local bank transfers will be borne by the Partner.

5.1.5 The Partner shall acknowledge receipt of each payment within seven (7) calendar days of receipt.

5.1.6 The banking instructions for any payment arising from the present Agreement (only one banking instruction) are the following:

Name of the Bank:
Address of the Bank:
Name of the Account Holder:
Number of Account:

DRAFT

5.2 Instalments

5.2.1 The to be performed by the Partner shall be financed by UNESCO in accordance with UNESCO's Financial Regulations and the terms and conditions laid down in this Agreement. The funds are payable in the following instalments only upon certification by the UNESCO Officer responsible for this Agreement of satisfactory performance by the Partner of the work corresponding to each payment (except for the advance payment(s)):

Payment N°	Upon submission to and approval by UNESCO of the following work	Article I Reference	Latest date for submission	Amount/Currency
			Total amount	

5.2.2 At least once a year UNESCO shall carry out a comprehensive assessment of the Partner's performance. The first such assessment shall hence take place by .

5.2.3 Last payment (minimum 10% of the Agreement) shall only be processed after receipt of a financial statement and acceptance of the activity report(s) as listed above.

5.3 Source of funds

5.3.1 If the is funded from extrabudgetary contributions, UNESCO shall pay the Partner from the funds allocated by the funding source in accordance with the funding agreement governing the described in Annex I. All payments by UNESCO will be under the condition that UNESCO has received the funds from the funding source.

5.3.2 In the case of delayed payment or non-payment of funds by the funding source, UNESCO shall immediately notify the Partner. UNESCO shall not be in any obligation to pay or reimburse the Partner for activities undertaken by the latter after notification of late or non-payment from the funding source.

5.4 Advance Payment

5.4.1 One of the above payments represents an "advance payment", i.e. a payment of a part of the funds in advance of the satisfactory completion of the work foreseen:

☐ Yes: Payment N° ☑ No

5.4.2 If yes, the amount of this advance payment shall not exceed the expenses which the Partner will need to pay before completion of the task(s) referred to in the Agreement above and relates to:

	Detailed Description	Amount/Currency
(i)		

5.5 Reimbursement

5.5.1 If the work corresponding to any or all the above instalment payments is not completed to the satisfaction of UNESCO and /or prior to expiration of this Agreement, UNESCO shall have the right to require partial or full reimbursement of funds transferred to the Partner. The same shall apply if the works/services already rendered by the Partner are either unusable or inadequate in relation to the work plans stipulated in Article II above.

DRAFT

5.5.2 UNESCO shall be also entitled to a refund from the Partner or to make an offset against any amounts payable to the Partner for any amounts paid by UNESCO and used by the Partner other than in accordance with the terms and conditions of this Agreement, including any amounts shown by audits, spot checks or investigations to have been so paid or used; for any amounts paid by UNESCO or used by the Partner as a result of the Partner or any of its employees or personnel having engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice (as such terms are defined in Article 12 of the attached General Terms and Conditions); for any unspent amounts; for any amounts transferred by UNESCO to the Partner but not included or properly reflected in any financial report or supported by appropriate documentation and records; for any amounts paid by UNESCO in relation to an Ineligible Expenditure.

5.5.3 Any part of the funds contributed by UNESCO for the Partner's implementation of the agreed work plans that remain unspent at the operational termination of the shall be reimbursed to UNESCO, or, where relevant, retained by UNESCO.

5.5.4 Any sums to be reimbursed shall be returned to UNESCO in the same currency as the original instalments transferred to the Partner.

5.6 Authorized signatories

A list of authorized signatories entrusted with the proper delegation of authority to take decisions is set out in the list provided in Annex III.

Article VI. Copyright, patents and other proprietary rights

UNESCO and the Partner shall be jointly entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Agreement.

UNESCO operates under an Open Access policy using the Creative Commons IGO 3.0 licenses for sharing its content. This implies that The Partner, in acquiring rights to be transferred to UNESCO, should make all efforts to secure rights that permit UNESCO to implement this policy. According to this policy, each party may make use of the above-mentioned rights without the agreement of the other Party.

Article VII. Amendments

This Agreement may be amended by a letter of amendment specifying all modifications and signed by both UNESCO and the Partner. If the Partner wishes to propose amendments, these proposals should be communicated to UNESCO at least 15 days before the expiry of the Agreement and, if deemed necessary, a letter of amendment for mutual agreement and signature shall be prepared.

Article VIII. Language of communication

All communications in connection with the Agreement, including reports referred in the Agreement and its annexes, shall be in . If requested by UNESCO, they shall be accompanied by a translation or a summary in English or French where the language of the Agreement is not English or French.

Article IX. Annexes

The Annexes are an integral part of the present Agreement. The Partner attests that the Annexes are at its disposal and that he/she is aware of its contents and related commitments.

DRAFT

Article X. UNESCO Terms and Conditions

10.1. This Agreement is subject to UNESCO Terms and Conditions as attached.

10.2. The Partner and UNESCO agree to be bound by the provisions contained in the following documents, which form the only legally valid contractual arrangement between the Parties and which shall take precedence in case of conflict in the following order:

a. The present Agreement and the General Terms and Conditions attached hereto;

b. The work plan and budget breakdown, attached hereto [if applicable];

c. For EU funded project, specific clauses under the General Conditions for Pillar Assessed Grant or Delegation Agreements will prevail [if applicable];

d. The Partner's Proposal [if applicable];

e. Any other document;

Signed on behalf of the Director-General of UNESCO:

Name: Date:

Title: Signature:

.....

Electronically approved in UNESCO system on by .

Partner [please sign and return to UNESCO one original of the Agreement and retain the second original for yourself]:

Name: Date:

Title: Signature:

.....

DRAFT

GENERAL TERMS AND CONDITIONS FOR IMPLEMENTATION PARTNERS

1. LEGAL STATUS OF THE PARTNER

The Partner shall be considered as having the legal status of an independent entity vis-à-vis UNESCO. The Partner's personnel and sub-contractors shall not be considered in any respect as being UNESCO's staff. They shall not be entitled to any compensation or reimbursements not mentioned in the present Agreement; nor are they authorised to commit UNESCO to any expenditure or other obligations.

2. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNESCO.

3. STATUS OF UNESCO

The Partner will respect the status of UNESCO as an intergovernmental organization of the United Nations system with its own distinct Constitution. The Partner confirms that it is not involved in the production of goods, or the delivery of services, which would be contrary to the objectives and principles of UNESCO, the United Nations Organization or other institutions of the United Nations system.

4. ETHICS AND CONDUCT

The Parties commit to carry out all their activities with the highest ethical and professional standards. This includes efficient and cost-effective management and transparent reporting and communication, to maintain credibility, reputation and integrity and to attain the best results.

The Parties shall undertake to inform their personnel to refrain from any conduct that could potentially be perceived as having an element of conflict of interest or adversely reflect on UNESCO and/or the United Nations and from any activity that is incompatible with the aim and objectives of UNESCO and/or the United Nations.

5. SOURCE OF INSTRUCTIONS

The Partner shall neither seek nor accept instructions from any authority external to UNESCO in connection with the performance of its services under this Agreement. The Partner shall refrain from any action which may adversely affect UNESCO and shall fulfil its commitments with the fullest regard to the interests of UNESCO.

6. PARTNER'S RESPONSIBILITY FOR EMPLOYEES

The Partner shall be responsible for the professional and technical competence of its employees and will select, for work under this Agreement, reliable and qualified individuals who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.

7. ASSIGNMENT

The Partner shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the Partner's rights, claims or obligations under this Agreement except with the prior written consent of UNESCO.

8. SUB-CONTRACTING

The Partner may enter into procurement contracts (for the purchase of goods, works, or services), consultant and non-consultant services, sub-contracts, and other subsidiary agreements, as it deems necessary and appropriate.

However, it is understood that at all times, the Partner remains responsible to UNESCO for discharging responsibilities under the present Agreement, and for ensuring the successful achievement of the objectives of the project, programme or activity.

The Partner shall apply at least the standards set out in UNESCO's rules and regulations on procurement procedures and consultancy services.

9. BACKGROUND INVESTIGATIONS

Prior to employing individuals or subcontractors to perform services under this Agreement, the Partner agrees, at its own expense, to perform or cause to be performed background investigations in accordance with its own policies and procedures.

10. ASSURANCE ACTIVITIES

The Partner's activities will be subject to assurance activities. These mechanisms will be performed subject to such standards, scope, frequency and timing as decided by UNESCO according to the provisions set out in the work plan (and may cover financial transactions and internal controls related to the activities implemented by the Partner).

The Partner shall require its agents, including, but not limited to, the Partner's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any assurance activities that may be carried out by UNESCO or its representative, including but non-limited to:

Audits

UNESCO shall have the right, as its own expense, to have the Partner's books and records pertaining to the project bank account and project execution reviewed (and, if desired, copied) upon prior written notice at any reasonable time agreeable to the Partner by UNESCO's, internal/external auditor, auditors as UNESCO may appoint or the Partner's own auditor.

Moreover, in accordance with article II, the Partner will have its activities under this Agreement audited. Audits shall be conducted by individual or corporate auditors to be designated by UNESCO, such as, for example, an audit or accounting firm. However, insofar as the Partner is a Government entity, UNESCO, at the request of the Government, may agree that the audit shall be conducted by the Government's supreme audit institution. The Partner shall provide its full and timely cooperation with any audits. Such cooperation shall include, but shall not be limited to, the Partner's obligation to make available its personnel and any relevant documentation and records for such purposes at reasonable times and on reasonable conditions and to grant the auditors access to the Partner's premises at reasonable times and on reasonable conditions in connection with such access to Partner's personnel and relevant documentation and records.

In the event that the audit is conducted by auditors designated by UNESCO, UNESCO or the auditors will provide a copy of the final audit report to the Partner without delay. In the event that the audit is conducted by the Government's supreme audit institution, the Partner will provide a copy of the final audit report to UNESCO without delay. The Partner consents to the disclosure by UNESCO of the audit report to any third party that provided financing or co-financing to UNESCO towards the implementation of the relevant parts of the programme, project or activity, upon that third party's written request to UNESCO for such disclosure.

On site reviews

The Partner agrees also that, from time to time, UNESCO may conduct on site reviews ("spot checks"), subject to such standards, scope, frequency and timing as decided by UNESCO. To this end, the Partner shall, upon UNESCO's request, enable representatives or designees of UNESCO to conduct any such spot checks by providing a full and timely cooperation.

11. EXTENDED INVESTIGATIVE RIGHTS

Initials:

DRAFT

The Partner agrees that UNESCO may conduct investigations, at such times as determined solely by UNESCO, relating to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, and the operations of the Partner relating to the performance of this Agreement. The right of UNESCO to conduct investigations shall not lapse upon expiration or prior termination of this Agreement. The Partner shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Partner's obligation to make available its personnel and any relevant documentation and records at reasonable times and on reasonable conditions and to grant to UNESCO access to the Partner's premises at reasonable times and on reasonable conditions. The Partner shall require its agents, including, but not limited to, the Partner's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any investigations carried out by UNESCO hereunder. It is understood that UNESCO may, at its sole discretion, contract for investigation services an individual or corporate person, or UNESCO may conduct investigations with its own staff.

12. FRAUD AND CORRUPT PRACTICES

UNESCO requires that the Partner adhere to the highest standard of moral and ethical conduct during the implementation of the Agreement and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

The Partner agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this Agreement, of which the Partner has been informed or has otherwise become aware, promptly to the attention of the Director, Office of Internal Oversight, UNESCO. For purposes of this Agreement, the following definitions shall apply:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;

(ii) "fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;

(iii) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(iv) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" means acts intended to materially impede the exercise of UNESCO's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.

13. PREVENTION OF CORRUPTION

UNESCO shall be entitled to cancel the Agreement and to recover from the Partner the amount of any loss resulting from such cancellation, if the Partner has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to obtaining or the execution of the Agreement or any other agreement or contract with UNESCO or for showing or intending to show favour or disfavour to any person in relation to the Agreement or any other contract or agreement with UNESCO, if such acts have been carried out by any person employed by the Partner or acting on its behalf whether with or without the knowledge of the Partner in relation to this Agreement or any other agreement or contract with UNESCO.

14. PERFORMANCE ASSESSMENT

At least once a year UNESCO shall carry out a comprehensive assessment of the Partner's performance.

UNESCO may conduct such assessments subject to such standards, scope, frequency and timing as decided by UNESCO.

If the Partner, for reasons beyond the Partner's control, is unable to complete the work plan within the time frame foreseen in the present Agreement, the Partner shall notify UNESCO and UNESCO shall decide whether or not to extend the Agreement. For an extrabudgetary project, and as required, UNESCO shall consult the funding source to obtain the necessary prior approval for such extension.

15. UNESCO OFFICIALS NOT TO BENEFIT

The Partner warrants that no official of UNESCO has received or will be offered by the Partner any direct or indirect benefit arising from this Agreement or the award thereof.

16. LIABILITY

Nothing in the present Agreement shall be construed as establishing a separate legal partnership, joint venture, agency, exclusive arrangement or other similar relationship.

Each Party to the present Agreement shall be solely responsible for its own acts and omissions, including those of its officials, employees, and consultants.

UNESCO shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Partner of the present Agreement.

17. INDEMNIFICATION

The Partner shall indemnify, hold and save harmless, and defend, at its own expense, UNESCO, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Partner, or the Partner's employees, officers, agents or sub-contractors, in the performance of this Agreement.

This provision shall extend, inter-alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Partner, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.

18. INSURANCE AND LIABILITIES TO THIRD PARTIES

The Partner attests that the services provided are an original work, or a new or improved product or process or service specially designed for UNESCO, and that they do not prejudice the rights of third parties and are not in violation of any applicable law.

The Partner shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Agreement.

The Partner shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Agreement.

The Partner shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Agreement or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Partner or its agents, servants, employees or sub-contractors performing work or services in connection with this Agreement.

19. SECURITY

The responsibility for the safety and security of the Partner and its personnel and property, and of UNESCO property in the Partner's custody, rests with the Partner.

The Partner shall:

Initials:

DRAFT

(a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

(b) assume all risks and liabilities related to the Partner's security, and the full implementation of the security plan.

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Notwithstanding the foregoing, the Partner shall remain solely responsible for the security of its personnel and for UNESCO property in its custody as set forth in Article 21 of the present General Terms and Conditions.

20. ENCUMBRANCES/LIENS

The Partner shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNESCO against any monies due or to become due for any work done or materials furnished under this Agreement, or by reason of any other claim or demand against the Partner.

21. EQUIPMENT & OTHER PROJECTS ASSETS

Project assets are equipment, motor vehicles, furniture, materials and supplies acquired through this Agreement, which shall be devoted exclusively to the execution of the project, programme or activity as defined in the work plan. They shall be costed whenever possible in the Budget breakdown.

Project assets acquired through this Agreement shall remain the property of UNESCO. Any equipment, motor vehicles, furniture, materials and supplies which are brought to the project, programme or activity by the Partner at its own expense shall remain the propriety of the Partner.

The Partner shall apply at least the standards set out in UNESCO's rules and regulations on procurement procedures whenever purchasing the project assets under the present Agreement.

The Partner shall maintain complete and accurate records of project assets, to be made available to UNESCO upon request, and at the latest at the time of submitting the final financial certified report.

Project assets acquired through this Agreement or any assets furnished directly by UNESCO shall be returned to UNESCO at the conclusion of this Agreement at the latest or when no longer needed by the Partner, in the same condition as when delivered to the Partner, subject to normal wear and tear. The Partner shall be liable to compensate UNESCO for assets or equipment determined to be lost, damaged or degraded beyond normal wear and tear.

On termination of the present Agreement, the Partner shall consult UNESCO who will then decide on the transfer of the official title of project assets, equipment and any unused non expendable materials and supplies after due consultation with the donor funding the project, programme or activity.

22. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO

The Partner shall not advertise or otherwise make public the fact that it is a Partner with UNESCO, nor shall the Partner, in any manner whatsoever use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with its business or otherwise.

23. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Agreement, and that is designated as confidential ("Information"), shall be held in confidence by that Party.

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Partner under this Agreement shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Agreement. The Partner may not communicate at any time to any other person, government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Partner at any time use such information to private advantage. These obligations do not lapse upon termination of this Agreement.

UNESCO may disclose Information to the extent required pursuant to resolutions or regulations of the General Conference or rules promulgated thereunder and to the UNESCO Access to Information policy.

The Partner acknowledges that UNESCO's Information, including any information relating to an identified or identifiable individual ("Personal Data"), is subject to privileges and immunities accorded to UNESCO and that as a result any such Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by UNESCO. To ensure compliance with the privileges and immunities of UNESCO, the Partner shall segregate Information provided by UNESCO or generated by the Partner under this Agreement to the fullest extent possible.

24. PERSONAL DATA PROTECTION AND PRIVACY

Both UNESCO and the Partner shall ensure an appropriate protection of Personal Data in accordance with UNESCO's Principles on Personal Data Protection and Privacy (https://www.unesco.org/en/privacy-policy) and their applicable regulations and rules. Personal Data shall be processed solely for the purpose of undertaking this Agreement.

The Partner warrants and represents that it shall establish and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data in compliance with best industry standards.

The Partner shall promptly notify UNESCO of any actual or suspected or threatened incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of this article.

The Parties shall consult with a view to addressing, reacting to, and resolving the situation.

The Partner shall notify UNESCO within five working days of any complaint by an individual in respect of his/her personal data. The Parties shall consult with each other before taking any action as a result of or in reaction to such complaint.

The obligations and restrictions in this Article shall be effective during the term of this Agreement, including any extension thereof, and shall remain effective following any termination of this Agreement, unless otherwise agreed between the Parties in writing.

After termination of this Agreement, unless otherwise agreed between the Parties in writing, the Partner shall return all Personal Data collected for the performance of this Agreement to UNESCO in a structured, commonly used and machine-readable format, and shall then delete and procure the deletion of all copies of those Personal Data. The Partner shall provide written certification to UNESCO that it has fully complied with this paragraph after termination of this Agreement.

25. RIGHTS AND REMEDIES

Nothing in or relating this Agreement shall be deemed to prejudice or constitute a waiver of any other rights or remedies of UNESCO. UNESCO shall not be liable for any consequence of, or claim based upon, any act or omission of the Partner.

26. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

Initials:

DRAFT

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, terrorism, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties and do not arise from the fault or negligence of the Party concerned.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Partner shall give notice and full particulars in writing to UNESCO, of such occurrence or change if the Partner is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The Partner shall also notify UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Agreement. The notice shall include steps proposed by the Partner to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Partner of a reasonable extension of time in which to perform its obligations under this Agreement.

27. SUSPENSION

Either Party may suspend implementation of all or part of the Project, programme or activity if circumstances (such as Force Majeure) make continuation too difficult or dangerous. The Party suspending must inform the other Party without delay and provide all the necessary details.

Each Party may terminate the Agreement in accordance with Article 28. If the Agreement is not terminated, the Partner shall endeavour to minimize the time of its suspension and shall resume implementation once circumstances allow, after obtaining the prior written approval of UNESCO.

The implementation period of the Project, programme or activity shall be extended by a period equivalent to the length of suspension, without prejudice to any amendment to the Agreement that may be necessary to adapt the Project, Programme or activity to the new implementing conditions, including consultations with the funding source.

28. TERMINATION

28.1 Termination for Convenience: UNESCO may terminate the Agreement, in whole or in part, if it determines, in its sole and absolute discretion that termination is in its best interests. In order to terminate the Agreement, UNESCO shall send the Partner a written termination notice at least fifteen (15) working days prior to the intended date of termination. Notice of such termination shall state that termination is for UNESCO's convenience as well as the termination date. Unless otherwise instructed by UNESCO, the Partner shall stop work immediately on receipt of the termination notice and follow the instructions and directions of UNESCO. In the event of a termination for convenience by UNESCO, the Partner shall be entitled to be paid for work properly performed by the Partner prior to the effective date of termination, provided, however, that such amount shall not exceed the total Agreement instalments after adjustment to account for the amounts associated with work not performed. The Partner will also be paid for unavoidable direct costs, actually incurred by the Partner, and directly related to the termination

28.2 Termination for Force Majeure: The Partner may terminate this Agreement, by no less than ten (10) working days written notice sent to UNESCO if: (i) as the result of a Force Majeure Event, the Partner is unable to perform a material portion of the work for a period of more than thirty (30) days; or (ii) in the event the Partner reasonably determines it is unable to continue to perform the work due to a change in applicable law prohibiting it from providing such works; or (iii) the Partner is required to do so to comply with applicable laws, regulations or professional standards. UNESCO may terminate this Agreement for Force Majeure, by not less than ten (10) working days written notice sent to the Partner if: (i) as the result of a Force Majeure Event, the Partner is unable to perform a material portion of the work for a period of more than thirty (30) days; or (ii) in the event UNESCO is required to do so to comply with applicable laws, regulations or professional standards. In the event of a termination for Force Majeure, the Partner shall be entitled to be paid for work properly performed by the Partner prior to the effective date of termination, provided, however, that such amount shall not exceed the total Agreement instalments after adjustment to account for the amounts associated with work not performed.

28.3 Termination for Default: If the Partner materially fails to provide the work in accordance with the period specified or in the manner required under the Agreement; or if the work does not conform to the requirements under the Agreement; or if the Partner becomes insolvent or unable to meet its payment obligations to sub-contractors when due, or breaches any material obligation under this Agreement, UNESCO shall give the Partner a written notice describing the instances of default and giving the Partner a reasonable opportunity to cure.

If the Partner does not cure the default within the period specified in the written notice, UNESCO may, without prejudice to any other rights available to it by law, terminate the Agreement for default by written notice, specifying the reason for the default, the portion(s) of the Agreement defaulted and the effective date of termination.

Breach of Articles 10, 12, 13, 30, 34, 35 and 37 of the present General Terms and Conditions shall entitle UNESCO to terminate the Agreement with immediate effect.

29. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

Arbitration

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Agreement or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

30. CHILD LABOUR

The Partner represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter-alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

If, during the course of this Agreement, the Partner discovers any infringement of this provision it must inform UNESCO immediately and take appropriate mitigating measures.

This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

31. MINES

The Partner represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention Prohibitions and

DRAFT

Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

32. OBSERVANCE OF THE LAW

The Partner shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.

The Partner also agrees to respect the laws of the countries in which it operates, and guarantees that it will not permit any official of UNESCO to receive a direct or indirect profit from this Agreement. Furthermore, the Partner certifies and warrants that it has not, nor has its staff, been convicted of any crimes, and that there are currently no lawsuits or legal actions being taken against it. Should it happen, the Partner undertakes to notify UNESCO immediately.

33. AUTHORITY TO MODIFY

No modification or change in this Agreement, no waiver of any of its provisions or any additional contractual relationship of any kind with the Partner shall be valid and enforceable against UNESCO unless provided by an amendment to this Agreement signed by the authorized official of UNESCO.

34. ANTI-TERRORISM

The Partner agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via: https://www.un.org/securitycouncil/content/un-sc-consolidated-list

If, during the course of this Agreement, the Partner discovers a link with any organization or individual associated with terrorism it must inform UNESCO immediately.

This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

35. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

Definitions. For purposes of this Agreement, "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Partner, its employees, agents or any other persons engaged by the Partner to perform any services under this Agreement, shall not engage in any sexual exploitation and abuse. The Partner acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Partner, its employees, agents or any other persons engaged by the Partner to perform any services under this Agreement.

Without prejudice to the generality of the foregoing:

(a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under this Agreement.

(b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favours or sexual activities, shall constitute sexual exploitation and abuse.

(c) The Partner acknowledges and agrees that sexual relationships between the Partner's employees, agents or other persons engaged by the Partner and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

Reporting of allegations to UNESCO. The Partner shall report allegations of sexual exploitation and abuse, of which the Partner has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting mechanism. To the extent legally possible, the Partner will require its employees, agents or any other persons engaged by the Partner to perform any services under this Agreement, to report allegations of sexual exploitation and abuse arising in relation to this Agreement directly to UNESCO.

This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

36. REPLACEMENT OF PERSONNEL

UNESCO reserves the right to request the Partner to replace the assigned personnel if they are not performing to a level that UNESCO considers satisfactory. After written notification, the Partner will provide curriculum vitae of appropriate candidates within three (3) working days for UNESCO review and approval. The Partner must replace the unsatisfactory personnel within seven (7) working days of UNESCO's selection. If one or more key personnel become unavailable, for any reason, for work under the Agreement, the Partner shall (i) notify UNESCO at least fourteen (14) days in advance and (ii) obtain UNESCO's approval prior to making any substitution of key personnel. Key personnel are designated as follows: (a) Personnel identified in the proposal as key individuals (as a minimum partners, managers, senior auditors) to be assigned for participation in the performance of the Agreement; (b) Personnel whose resumes were submitted with the proposal; (c) Individuals who are designated as key Personnel by agreement of the Partner and UNESCO during negotiation. In notifying the project authority, the Partner shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by UNESCO shall not relieve the Partner from responsibility for failure to meet the requirements of the Agreement.

37. USE OF RESOURCES

All expenses incurred by the Partner shall be consistent with its not-for-profit nature, in line with applicable standards and in compliance with principles of sound financial and risk management.

The Partner shall utilize resources made available by UNESCO solely towards the cost of implementing the Project, Programme or activity in accordance with this Agreement. Eligible Costs shall constitute expenditures for implementing activities as described in the work plan, together with the associated budget and within the Implementation Period specified in Article IV. Expenses charged against this Agreement must be for actual costs incurred for authorized activities that are adequately evidenced with original documentation and can be confirmed through verification and audit.

The Partner shall not charge the same expenditure of any activity to any other projects/funds provided by UNESCO and/or other donors.

38. COMMUNICATION

Taking into account Article 22, the Parties shall make clear in all their communications with the public, governments and other entities that the Partner is a legal entity separate from the United Nations, UNESCO and any subsidiary body of UNESCO or the United Nations. In particular, whenever the Partner enters into a contract with a third party related to this Agreement, the contract shall state: (i) that the Partner is a legal entity separate from UNESCO; (ii) that the Partner is acting as an independent entity with its own governance structure; and (iii) that the Partner is not representing UNESCO when entering into the contract.

Initials:

DRAFT

39. NOTIFICATION

All written notices under the present Agreement shall be sent to the following address:

For UNESCO

Sector/Division or Field Office:

Name:

Title:

E-mail:

Fax:

For the Partner

Name:

Title:

E-mail:

Fax:

Each Party shall inform the other, in writing, of any modification of the above information.

DRAFT

Initials: