

AGREEMENT

Between

**The Ministry of Foreign Affairs and International Cooperation of the Italian Republic-
Directorate General for Development Cooperation
(hereinafter referred to as “The Donor”)**

and

The United Nations Educational, Scientific and Cultural Organization (UNESCO)

WHEREAS the Donor hereby agrees to contribute funds to UNESCO for the implementation of the “Programme d’Appui Universitaire: valorisation du patrimoine culturel et éducation à la citoyenneté – PAU-Culture” as described in the Project document on “Programme d’Appui Universitaire: valorisation du patrimoine culturel et éducation à la citoyenneté – PAU-Culture in Senegal” (hereinafter referred to as “the Project”), and included in the Annex I of this Agreement.

WHEREAS the Italian Agency for Development Cooperation (hereinafter referred to as “AICS”), established by Italian Law no. 125/2014, was created for the implementation of development cooperation initiatives and carries out the activities related to technical and operational investigative stages, financing, operation, monitoring of cooperation initiatives;


The Donor and UNESCO, referred to in this Agreement as the “Parties”, agree on the following terms and conditions.

ARTICLE 1 – Contents

- 1.1. The Donor and UNESCO agree to implement the Project.
- 1.2. This Agreement (hereinafter referred to as the “Agreement”) sets out the terms and conditions under which UNESCO will provide its services and carry out activities (hereinafter referred to as the “Services”) described in the Project Document attached in Annex 1.
- 1.3. A Work plan, stating the activities to be carried out using actually received US dollars and the revised time-table will be presented by UNESCO to the Donor and to the AICS after receipt of the funds.
- 1.4. The above mentioned Project Document is an integral part of this Agreement.

ARTICLE 2 – Mutual obligations

- 2.1. The Donor, through the AICS, will place at the disposal of UNESCO the amount of 500,000.00 Euros (five hundred thousand Euros), having it deposited on the following bank account, upon signature of this Agreement by both Parties:


A large blacked-out redaction covers the bank account details. To the left of the redaction is a handwritten signature.

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IBAN: [REDACTED]
SWIFT: [REDACTED]

2.2. UNESCO shall implement the Project – for which it is responsible under this Agreement – with due diligence and efficiency and in accordance with the rules, regulations, and procedures applicable to UNESCO.

2.3. After receipt of the funds, UNESCO shall establish, with the Government of Senegal, a plan of operation or other agreement for the implementation of the project. The plan of operation or other agreement shall provide that the obligations of UNESCO are conditional upon the funds being made available by the donor in accordance with the approved budget and the agreed payment schedule for the funds-in-trust contribution.

2.4. UNESCO will give the greatest possible visibility to both the Project and the Italian funding, in the press as appropriate, on its web-sites, during meetings, by including the Italian Cooperation for Development logo in documents to be published, and by producing materials for dissemination in Senegal and elsewhere as appropriate.

ARTICLE 3 – Project Budget

3.1. The maximum total cost for Project implementation is set at 500,000.00 Euro (five hundred thousand Euros) – which includes an estimated UNESCO programme support cost of 13% of the total amount.

3.2. Budget revisions required to facilitate the administrative handling of the Project will be processed by UNESCO according to UNESCO's regulations and rules without seeking the prior approval of the Donor on a case by case basis if the budget revision does not require any additional funds from the Donor.

3.3. Budget revisions which do not meet the aforementioned condition will be made by written agreement between UNESCO and the Donor. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party for the amendment of this Agreement.

3.4. Any such budget revisions – both under item 3.2 and 3.3 – will be reported to the Donor and to the AICS in writing in the ensuing narrative report.

3.5. UNESCO undertakes to reinstate funds to the Project in case of expenditures caused by an illegal use of funds or linked to corruptive activities or gross negligence on the part of UNESCO.

ARTICLE 4 – Administrative issues

4.1. Funds received under this Agreement shall be administered by UNESCO in accordance with its Financial Rules and Regulations. The funds made available by the Donor through the AICS shall be subject exclusively to external and internal audit procedures as laid down in UNESCO's regulations, rules and directives.

4.2. All financial transactions shall be recorded by UNESCO in separate accounts established for this Project and expressed in US dollars.

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4.3. For the purpose of recording receipts and/or payments, all transactions shall be converted into United States dollars at the official United Nations rate of exchange applicable on the date of receipt and/or payment.

4.4. Any interests accrued on UNESCO account will be clearly reported in the financial reports to be sent to the Donor and the AICS. Any interest accrued on UNESCO account be credited and kept on the project account in accordance with UNESCO's financial Rules and Regulations.

ARTICLE 5 – Reporting, monitoring and evaluation

5.1. UNESCO will provide the following reports to the Donor and AICS.

- a. Annual narrative and financial reports informing the Donor and the AICS on contracts awarded, administrative procedures utilized, activities implemented and arising concerns or proposed adjustments to the Project.
- b. A final report including a narrative report and a financial report on the use of funds.
- c. All financial reports shall be presented in UNESCO's standard format issued by Bureau of Financial Management.

5.2. Before starting distribution of awareness raising / training materials, UNESCO will inform the Donor and the AICS through the Italian Agency for Development Cooperation Office in Senegal, on all the completed materials and modules, in order to get the Donor's approval of their contents and include the Italian Cooperation for Development Logo.

5.3. UNESCO will convene regular meetings with the Italian Agency for Development Cooperation Office in Senegal, and the Senegalese Authorities in order to discuss project progress and achievements, and to raise any challenges and corrective measures to be implemented.

5.4. Joint evaluation exercises may be organized, and the Donor and the AICS are entitled at any time to carry out monitoring and assessment activities as deemed appropriate, with full support from UNESCO. Monitoring and assessment activities carried out by the Donor and the AICS shall be at the the Donor's and the AICS's respective cost unless explicitly foreseen in the project budget.

ARTICLE 6 – Commencement, duration and termination

6.1. This Agreement shall enter into force at the moment of the last signature by the two Parties. UNESCO will communicate in writing the date of commencement of the activities to the Donor and AICS through the Italian Agency for Development Cooperation Office in Senegal, providing a detailed work plan.

6.2. UNESCO shall not be required to commence or continue, as the case may be, the provision of the Services until the funds transfer has been received. Except as otherwise agreed upon in writing between the Parties, UNESCO shall not be responsible for costs other than those specified in the Project Document attached as Annex I.

6.3. This Agreement shall remain valid until the date of Project completion, confirmed by AICS's acceptance of the final report submitted by UNESCO, or for a maximum period of 24 months, unless earlier terminated by either Party pursuant to Article 6.4. or extended by written agreement between the Parties.

6.4. This Agreement may be terminated by either Party by written notice to the other one and shall end ninety (90) days after receipt of such notice.
The obligations stipulated by the Parties shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties hereto and the settlement of contractual liabilities that are required in respect of contractors or suppliers.

6.5. In the event of a termination pursuant to Article 6.4, UNESCO shall use available funds within the grant to cover all costs it may incur or may have incurred in carrying out the Services concerned, after informing the Donor and AICS and up to the effective date of termination, including:

- a) Support costs on delivery of projects inputs;
- b) Adequate costs arising from any contractual obligations owed by UNESCO to contractors, suppliers or individuals for the requested project services; and
- c) Reasonable additional costs related to winding up any UNESCO internal staffing and administrative arrangements made for the implementation of the requested project services.

The obligations stipulated by the Parties shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties hereto and the settlement of contractual liabilities that are required in respect of contractors or suppliers.

ARTICLE 7. Prevention of Corruption and Fraud

7.1. Both the Donor and UNESCO are firmly committed to preventing and detecting fraudulent and corrupt practices. Consistent with the UNESCO Constitution, the Standards of Conduct for the International Civil Service, UNESCO's Staff Rules and Regulations, and UNESCO Financial Rules and Regulations and Administrative Manual, UNESCO will use reasonable efforts to ensure that the utilization of the Contribution conforms to the highest standard of ethical conduct and that every part of the Organization, as well as all individuals acting on behalf of UNESCO, observe the highest standard of ethics and integrity.

7.2. In accordance with UNESCO's regulations, rules and directives, any allegations of fraud and corruption in connection with the implementation of the Project will be reported to the Internal Oversight Service (IOS) in a timely manner. Credible allegations will be investigated by IOS in accordance with UNESCO's regulations, rules, policies and procedures. UNESCO will, in a timely manner and consistent with its regulations, rules, policies and procedures, provide details to the Donor and to AICS of the outcome of substantiated allegations of fraud and corruption, along with details of action taken by UNESCO.

7.3. Following the conclusion of any investigation which identifies fraud or corruption involving any activities funded in whole or in part with a Contribution made under this Agreement, UNESCO will:

- a. Use reasonable efforts to recover any part of the Contribution, which IOS has established as being diverted through fraud or corruption;
- b. In connection with (a) above, in consultation with UNESCO's Office of International Standards and Legal Affairs, give proper consideration to referring the matter to the appropriate authorities of the Member State where the fraud or corruption is believed to have occurred; and
- c. As required by the Donor and the AICS, and following consultations between the Parties, reimburse to AICS any part of the Contribution which UNESCO has recovered further to sub-section (a) above, or credit it to a mutually agreed activity.

7.4. Any information provided to the Donor and AICS in relation to any matters arising under this Article shall be treated by the Donor and AICS as strictly confidential. Any action further to the above paragraphs shall be consistent with UNESCO's regulations, rules and directives.

ARTICLE 8 – Final dispositions

8.1. Any balance of funds – received and uncommitted on completion of the Services or after the payment of UNESCO's costs under the above Article 6.5 – shall be promptly refunded to the AICS, unless otherwise agreed to by the Parties in writing. The same applies to interests credited to the project's account.

8.2. Any dispute, controversy or claim arising out of, or in connection with this Agreement or any breach to this Agreement shall be settled amicably by direct negotiations between the Parties

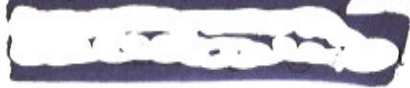
8.3. Nothing in or relating to any provisions in this Agreement shall be deemed a waiver, express or implied, of the privileges and immunities enjoyed by UNESCO.

8.4. Any amendment to this Agreement or to the Project Document attached shall be effected by mutual agreement of the Parties in writing.

8.5. Acceptance of this Agreement is indicated by the following signature of the duly authorized representative of both Parties.

8.6. All correspondence regarding the implementation of this Agreement shall be addressed to:

- a) Donor: DGCS Ufficio IV, Italian Ministry of Foreign Affairs and International Cooperation – Directorate General for Development Cooperation



- b) Italian Agency for Development Cooperation - AICS







- c) Implementing Organization:
UNESCO Bureau for Strategic Planning
Section for Mobilizing Government Partner Resources (BSP/MGP)



Done in two originals in English on 09 DEC. 2016

For the
Ministry of Foreign Affairs and International
Cooperation of the Italian Republic-
Directorate General for Development Cooperation

Francesco Paolo Venier
Italian Ambassador in Dakar



Acknowledged by AICS:
Laura Frigenti
Director

For
UNESCO

Gwang-Chol Chang
Officer-in-Charge, UNESCO Multisectoral
Regional Office in Dakar

