



Contract N°: 4500487462

(Please quote this reference in all correspondence and communications)

## INTERGOVERNMENTAL BODY ALLOCATION CONTRACT

THE UNITED NATIONS EDUCATIONAL,  
SCIENTIFIC AND CULTURAL ORGANIZATION

and

Name

THE INSTITUTE OF ETHNOLOGY AND SOCIAL  
ANTHROPOLOGY SLOVAK ACADEMY OF  
SCIENCES

(hereinafter called 'UNESCO')

(hereinafter called 'the Contractor')

the headquarters of which are situated in Paris  
*PARIS HQ*  
*7 place Fontenoy*  
*75007 Paris*  
*France*

Address 19 Klemensova  
813 64 Bratislava  
Slovakia

Vendor  
number 345011

WHEREAS the General Conference of UNESCO adopted in 2003 the Convention for the Safeguarding of the Intangible Cultural Heritage (hereafter referred to as "the Convention"),

WHEREAS the Convention and its Operational Directives define the scope and objectives of International Assistance from the Intangible Cultural Heritage Fund,

WHEREAS Chapter V of the Convention, as well as Chapters I.4 and I.14 of the Operational Directives, define the scope, forms, priorities, principles and procedural issues related to the granting of financial allocations,

WHEREAS the Intergovernmental Committee for the Safeguarding of the Intangible Cultural Heritage approved, in its Decision 18.COM 1.BUR 3.3, the allocation of a total sum of ninety-nine thousand nine hundred and fourteen United States dollars (99914.00 USD) from the Intangible Cultural Heritage Fund for the project entitled 'To get together – Enhancement of the capacities of displaced communities from Ukraine living in Slovakia through living heritage' (SVK-02051).

### Article I. Purpose of the contract

Contract entered into between UNESCO and the Contractor in order to perform the following:

Based on from the outcomes of the UNESCO project 'Assessing the needs of living heritage safeguarding among displaced communities from Ukraine in five neighbouring countries: Hungary, Republic of Moldova, Poland, Romania, and Slovakia' implemented in 2022, this project aims to safeguard the intangible cultural heritage of Ukrainian communities temporarily displaced in Slovakia and raise awareness of the important role of living heritage safeguarding for forcefully displaced communities. The project shall be implemented by the Institute of Ethnology and Social Anthropology Slovak Academy of Sciences (hereafter 'the Contractor',) in close collaboration with two partner Non-Governmental Organisations (NGOs) 'Sme Spolu' and 'Nadácia Milana Šimecku'. In line with the activities and budget approved in the above-mentioned decision, the Contractor shall:

#### 1.1 Preparation and coordination

1.1.1 Prepare a detailed work plan of the activities to be carried out within the scope of this contract, in accordance with those described in the above-mentioned international assistance request, which shall be accompanied by a detailed budget estimate, both duly dated, signed (ink signature) and presented on letterhead paper. The budget plan should be detailed and specific enough to provide a sufficient justification of all

expenditures.

1.1.2 Establish the project coordination team as laid out in the international assistance request, which shall be composed of two project coordinators and three financial officers.

## 1.2 Activity 1: Organization of workshops on Ukrainian ICH

1.2.1 Organize at least thirty (30) workshops, in Bratislava and in other regions of Slovakia, for children, young people, adults, and other vulnerable groups from displaced Ukrainian communities. They are aimed to train participants in safeguarding their intangible cultural heritage (ICH) and to ensure the intergenerational transmission of the Ukrainian living heritage among communities. Each workshop shall be attended by at least 15 participants.

1.2.2 Identify and recruit an administrative assistant who will be responsible for the organization of the workshops and the communication activities.

1.2.3 Cover the fees of the expert(s) who have good knowledge of the Ukrainian living heritage and who will facilitate all the workshops, as well as those of the artists, trainers, lecturers and bearers who will be participating.

1.2.4 Purchase the necessary creative materials and the equipment required for the implementation of this activity as provided for in the approved budget.

1.2.5 Cover the costs relating to the production of communication materials (banners, posters and the promotional videos) and other miscellaneous expenses for the organisation of the workshops as set out in the approved budget.

## 1.3 Activity 2: Organization of five festive events to raise awareness on Ukrainian ICH

1.3.1 Organize five (5) events, in Bratislava, linked to the living heritage festivities and celebrations of the Ukrainian displaced communities (for example: Easter and Trinity, Ivan Kupala, St. Nicholas, Christmas, Old New Year (Shtedrivka), or any other event identified by the communities) to strengthen social cohesion and foster intergenerational and intercultural dialogue.

1.3.2 Identify and recruit an administrative assistant who will be responsible for the organization of the five events.

1.3.3 Cover the fees of artists, performers and producers who will participate in the celebrations.

1.3.4 Cover the costs for the production of communication materials (banners, posters and the promotional videos) and other miscellaneous expenses relating to the organization of these festive events as per the approved budget.

## 1.4 Activity 3: Capacity-building workshops

1.4.1 Organize at least nine (9) capacity-building workshops to provide communities with the knowledge and skills to identify and document their intangible cultural heritage and to improve know-how, capacities and skills of the partner NGOs.

1.4.2 Cover the fees of the trainers who will facilitate these workshops.

1.5 Activity 4: Participatory mapping of the needs of communities in displacement

1.5.1 Conduct up to forty (40) interviews, throughout the project, with various stakeholders and beneficiaries to assess and monitor community needs in the field of intangible cultural heritage. The results of the research and the documentation collected shall serve as a basis for the elaboration of material presenting good practices.

1.5.2 Cover the fees of the experts (consultant and analysts) who will be responsible for conducting interviews, carrying out the research and analyzing the information collected.

1.5.3 Cover the costs interpreters and remunerate community representatives who will take part in this activity.

1.5.4 Purchase the equipment required to implement this activity as described in the approved budget.

1.6 Activity 5: Preparation of the material presenting good practices of the project

1.6.1 Based on the needs assessment carried out under Activity 4, develop a report presenting the best practices identified throughout the project that could be used in other contexts. The material shall present different perspectives on how to respond to the needs of displaced Ukrainians, with a focus on living heritage, and summarize the experiences of all stakeholders involved in the project.

1.6.2 Cover the fees of the researchers who will be responsible for the development of the report.

1.6.3 Cover the costs to produce and dissemination of the report.

1.7 Activity 6: Workshop on the role of living heritage for communities in displacement

1.7.1 Organize a workshop, in hybrid format, for the organizations providing services to displaced Ukrainians and refugees in Slovakia. The workshop will aim at raising awareness on the importance of safeguarding the intangible cultural heritage of the Ukrainian displaced communities and to encouraging the organisations to integrate living heritage in their own strategies and projects. The workshop will be attended by at least 15 participants.

1.7.2 Cover the fees of the coordinator who will be in charge of the workshop organization as well as the interpretation costs.

1.7.3 Cover the fees of the experts and speakers who will facilitate the workshop.

1.8 Activity 7: Organization of the final seminar to present the project outcomes

1.8.1 Organize a final seminar on the role of living heritage when providing services to displaced communities and the importance of intangible cultural heritage in their lives. The speakers shall present the results and impacts of the project at community level, as well as the outcome of the research activities carried out during the project. The workshop will be attended by at least 40 participants.

1.8.2 Cover the costs associated with seminar coordination, interpretation and production of graphic materials.

1.8.2 Cover the fees of an ICH expert and speakers who will facilitate the seminar.

1.9 Monitoring and audit

- 1.9.1 Conduct regular meetings to monitor, evaluate and report on the project progress and performance.
- 1.9.2 Cover the costs of the financial audit of the project to be undertaken by an external accounting firm.

1.10 The Contractor shall cover all costs pertaining to the activities foreseen in the framework of this international assistance project (logistical and organizational costs, honoraria, etc.), in compliance with the approved budget.

1.11 In line with Resolution 9.GA 10 and Decision 16.COM 13, the Secretariat of the Convention reserves the right to send an external evaluator to conduct an independent evaluation of the project at any time during its implementation. Such missions will be covered by UNESCO and planned in coordination with the project implementation team.

#### 1.12 Deliverables and payment schedule

The Contractor shall receive a total amount not exceeding ninety-nine thousand nine hundred and fourteen United States dollars (99914.00 USD) upon submission and approval, by UNESCO, of the deliverables listed below as per the payment schedule defined in Article III.3.2.1 of the present contract:

1.12.1 By 21 June 2023: a detailed work plan and budget estimate as specified in item 1.1.1, along with a payment request corresponding to the advance foreseen under this contract.

1.12.2 By 15 November 2023, along with a payment request corresponding to the second instalment foreseen under this contract:

1.12.2.1 A first narrative report on the activities conducted from 15 June 2023 to 31 October 2023, demonstrating timely progress towards the implementation of the agreed work plan, using the ICH-04-Report Form (in English).

1.12.2.2 Reports and materials produced (such as PowerPoints, etc...), in electronic version, illustrating the activities implemented during the reporting period.

1.12.2.3 An interim financial statement on all expenses incurred until 31 October 2023, in line with the structure of the approved budget, on letterhead paper, duly dated and signed, and in accordance with the terms of Article III.3.3 of this contract (paras. 3.3.1 and 3.3.2).

1.12.2.4 High-quality photos and, where possible, videos of the activities accompanied by the corresponding forms ICH-07-video and ICH-07-photo.

1.12.3 By 15 June 2024, along with a payment request corresponding to the third instalment foreseen under this contract:

1.12.3.1 A second narrative report on the activities conducted from 1 November 2023 to 31 May 2024, demonstrating timely progress towards the implementation of the agreed work plan, using the ICH-04-Report Form (in English).

1.12.3.2 Reports and materials produced (such as PowerPoints, etc...), in electronic version, illustrating the activities implemented during the reporting period.

1.12.3.3 An interim financial statement on all expenses incurred until 31 May 2024, in line with the structure of the approved budget, on letterhead paper, duly dated and signed, and in accordance with the terms of Article III.3.3 of this contract (paras. 3.3.1 and 3.3.2).

1.12.3.4 High-quality photos and, where possible, videos of the activities accompanied by the corresponding forms ICH-07-video and ICH-07-photo.

1.12.4 By 31 March 2025, along with a payment request corresponding to the fourth and final instalment

foreseen under this contract:

1.12.4.1 A final narrative report, using the ICH-04-Report Form, in English, on all the activities implemented in the framework of this project. The report shall also include, in annex, pictures, leaflets, brochures; video and audio materials accompanied by the corresponding forms ICH-07-video and ICH-07-photo, and any other relevant document published in the framework of the project.

1.12.4.2 All reports and materials produced, in electronic version, illustrating the activities implemented throughout the project. Any publication produced in the framework of this contract shall be submitted in hard copy to the UNESCO.

1.12.4.3 A video, not exceeding 5 minutes, in which the community members explain the impact of the project on ICH safeguarding.

1.12.4.4 A video, not exceeding 5 minutes, in which experts involved in the project explain how this project contributed to the implementation of the Convention.

1.12.4.5 A final signed and dated itemized financial statement, on letterhead paper, certified by the Chief Executive Officer and the Chief Financial Officer or equivalent of the body implementing the contract, showing all expenditures incurred during the project implementation period, and total funds received by the Contractor, including from other funding sources, for the whole activity, as set out in Article III.3.3.2 below. The financial statement shall be in accordance with the structure of the approved budget and supported with originals or certified copies of bills, invoices, receipts or other pertinent documentation as specified under Article III.3.3.1 of the present contract. This shall notably include the following supporting items:

- (i) For staff working on the project: copy of the contract, pay slips/receipts signed by the beneficiary and a copy of ID/passport;
- (ii) For sub-contractors (consultants, companies etc.): copy of the contract, invoice documents, payment orders/receipts, and copy of ID/passport or official registration document for legal entities;
- (iii) For travel related expenses: tickets and corresponding invoices duly dated bearing the traveller's name and destination;
- (iv) For expenses related to workshops: attendance list, agenda, and any other relevant documentation.

1.13 Any unspent or unrecorded amount shall be returned to UNESCO in the currency of payment of this contract.

1.14 Any changes to the work plan and/or budget must be formally notified well ahead to avoid delays in the project implementation and receive prior clearance from UNESCO. Expenditures not foreseen in the approved budget or that have not been subsequently approved by UNESCO will not be eligible for funding under this contract.

1.15 Any change in activities affecting the budget must be documented and justified in the narrative report and reflected in the budget and work plan form.

1.16 All the payment requests to be submitted by the Contractor shall be duly signed, dated and, if possible, stamped, and be presented on letterhead paper. They shall also include the contract reference and project title, the amount and purpose of payment (with Article reference) as well as the Contractor's bank information.

1.17 All the no-cost activities registered in the request form ICH-04 must be completed as part of this contract.

The Contractor undertakes to publicize the financial allocation of UNESCO in the following manner:

By ensuring that the financial support from the 2003 Convention is duly acknowledged in all published documents related to the above-mentioned activities. The Contractor shall also acknowledge the financial support provided

by UNESCO in all official reports and publications resulting from this contract, as well as in public materials / announcements or in other visual means.

## Article II. Duration of contract

2.1 If the contract is not signed by the Contractor and returned to UNESCO by 15/06/2023 at the latest, it will be considered null and void. This date is subject to modification upon agreement of both parties.

2.2 The effective date of the contract is the date of signature by the Contractor and its expiry date is the date of approval by UNESCO of the work submitted by the Contractor or otherwise, at the latest, the deadline for submission of the work corresponding to the final payment indicated in Article III.3.2 below.

2.3 if, by the expiry date of the contract as defined in Article II.2.2 above, the Contractor has performed no part of the work assignment, and no advances have been paid by UNESCO, the contract shall be considered null and void unless an amendment extending the period of the contract has been signed by both parties in accordance with Article IV below.

## Article III. Conditions of payments

### 3.1 Amount, Currency and Payment

3.1.1 UNESCO shall pay the Contractor the sum of 99914.00 USD. All instalments shall be paid in the currency of the contract. UNESCO shall not make any payments which are due under this contract to anyone other than the contracting party hereto and the financial obligations of UNESCO shall be set at the maximum indicated in Article III.3.2 below. Instalments expressed in US\$ and payable in another currency than US\$ should be converted at the official UNESCO rate of exchange in force on the date of payment.

3.1.2 The financial allocation of this Contract is not subject to any adjustment or revision because of prices or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.1.3 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 Contractor.

3.1.4 The Contractor should confirm below mentioned banking instructions for any payment arising from the present contract (only one banking instruction is allowed in any one contract):

Name of the Bank:	STATNA POKLADNICA
Address of the Bank:	RADLINSKEHO 32 BRATISLAVA 81005, SK
Name of the Account Holder:	THE INSTITUTE OF ETHNOLOGY AND SOCIAL ANTHROPOLOGY SLOVAK ACADEMY OF SCIENCES
Number of Account:	000000700067****
Bank Code:	8180
IBAN Number:	SK9781800000007000*****
SWIFT Address:	SPSRKBA

### 3.2 Instalments

3.2.1 The activity to be performed by the Contractor shall be financed by UNESCO in accordance with its Financial Regulations and the terms and conditions laid down in this agreement. The financial allocation is payable in the following instalments only upon certification by the UNESCO Officer responsible for this contract of satisfactory fulfilment by the Contractor of the conditions corresponding to each payment:

Payment N°	Upon submission to and approval by UNESCO of the following work	Article I Reference	Latest date for submission	Amount/Currency
01	Detailed work plan and budget	1.12.1 & 1.15	21/06/2023	32164.00 USD
02	Progress narrative & financial report 1	1.12.2 & 1.15	15/11/2023	28131.00 USD
03	Progress narrative & financial report 2	1.12.3 & 1.15	15/06/2024	29313.00 USD
04	Final narrative and financial reports	1.12.4 & 1.15	31/03/2025	10306.00 USD

3.2.2 The amount of advance payments shall not exceed the expenses which the Contractor will need to pay before completion of the activity phases referred to in Article I above and shall not exceed 90% if the total amount of the contract. Last payment (minimum 10% of the contract) shall only be processed after receipt and acceptance of the activity report and financial statement.

### 3.3 Contractor's Obligations

3.3.1 To maintain detailed, complete, accurate and up-to-date records and documentation in respect of all expenditure incurred under this contract and to ensure that any obligations entered into and all disbursements made are in conformity with the contract. For each payment, the documentation shall include the project designation (e.g. purpose and name of the activity or project), the payee, the amount, the purpose, the date of the disbursement and original bills, invoices, receipts and any other supporting documentation pertinent to the transaction. If these originals are to be kept by the contractor, they should be so for five years after the termination of the contract and copies should be provided to UNESCO instead;

3.3.2 Before the last instalment is paid, to provide UNESCO with an itemized financial statement in respect of UNESCO's allocation, certified by the Chief Executive Officer and the Chief Financial Officer or equivalent of the body implementing the contract. If UNESCO's allocation is in excess of 50% of the total funds received for the activity, the certified itemized financial statement should show all expenditures incurred and total funds received from other funding sources by the contractor for the whole activity;

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

3.3.4 As it deems necessary, UNESCO shall carry out a comprehensive assessment of the Contractor's performance.

3.3.5 If the Contractor is producing intellectual work for UNESCO, UNESCO shall own all intellectual property rights in the work.

### 3.4 Reimbursement

3.4.1 If the work corresponding to any or all of the above instalment payments has not been approved by UNESCO and is not in conformity with the contract specifications or terms of reference, UNESCO shall have the right to reimbursement of full or partial payments made including the advance payment. UNESCO shall be entitled to a refund from the Contractor for any amounts shown by audits or investigations to have been paid by UNESCO other than in accordance with the terms and conditions of this Contract.

3.4.2 Any sums to be reimbursed shall be returned to UNESCO in the currency in which payment was made.

## Article IV. Amendments

This contract may be amended by a letter of amendment specifying all modifications and signed by both UNESCO and the Contractor. If the Contractor wishes to propose amendments, these proposals should be communicated to UNESCO who, if deemed necessary, will prepare the letter of amendment for mutual agreement and signature.

## Article V. UNESCO Terms and Conditions

5.1 This contract is subject to UNESCO Terms and Conditions as attached. Each page of these Terms and Conditions should be initialled by both the Contractor and UNESCO.

5.2 The Contractor and UNESCO also 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 contract;
- b) The Terms of Reference, attached hereto [if applicable];
- c) The General Terms and Conditions attached hereto;
- d) The Contractor's Proposal [if applicable];

Signed on behalf of the Director-General of UNESCO:

Name: Ottone, Ernesto

Date: 15/06/2023 | 13:45 CEST

Title: Assistant Director-General for Culture

Signature:

DocuSigned by:  
[Redacted Signature]  
5533F6CB1588454

Electronically approved in UNESCO system on 15/06/2023 by Ottone, Ernesto.

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

Name: Tatiana Zachar Podolinská

Date: 15/06/2023 | 13:55 CEST

Title: Mgr. PhD.

Signature:

DocuSigned by:  
[Redacted Signature]  
AAE9E751AF4D422...



## GENERAL TERMS AND CONDITIONS

### 1. LEGAL STATUS

Neither the Contractor, nor anyone whom the Contractor employs to carry out the activity is to be considered as an agent or member of the staff of UNESCO and, except as otherwise provided herein, they shall not be entitled to any privileges, immunities, compensation or reimbursements, nor are they authorized to commit UNESCO to any expenditure or other obligations.

### 2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNESCO in connection with this Contract. The Contractor shall refrain from any action, which may adversely affect UNESCO and shall fulfill its commitments with the fullest regard to the interests of UNESCO.

### 3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customers, and conform to a high standard of moral and ethical conduct.

### 4. ASSIGNMENT

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

### 5. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNESCO has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

### 6. OBLIGATIONS, INDEMNIFICATION AND INSURANCE

6.1 The Contractor attests that the performance of the activity does not prejudice the rights of third parties and is not in violation of any applicable law.

6.2 Unless otherwise provided herein, the Contractor shall bear all the expenses of carrying out the activity.

6.3 The Contractor shall indemnify UNESCO and absolve it of any responsibility for any prejudice, loss or damage sustained as a result of the non-observance of the above-mentioned obligations and for any court action, claim or charge of any kind which may result from a wrongful act or omission perpetrated by the Contractor or by any of its employees in the execution of the contract. The Contractor shall also bear, or reimburse UNESCO for any legal costs and/or other legitimate expenses incurred in connection with any legal action in which the Organization may come to be implicated as the result of an offence committed by the Contractor.

6.4 The Contractor undertakes full responsibility for the purchase of any health and medical, accident or other insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution of the contract.

### 7. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO

The Contractor shall not use the name, acronym, or emblem (logo) of UNESCO except with the specific prior authorization in writing of UNESCO.

### 8. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNESCO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor 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 Contract. The notice shall include steps proposed by the Contractor 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 Contractor of a reasonable extension of time in which to perform its obligations under this Contract. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNESCO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 9, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

### 9. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 10 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

### 10. SETTLEMENT OF DISPUTES

#### 10.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract 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.

#### 10.2 Arbitration

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract 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

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as the final adjudication of any such controversy, claim or dispute.

## 11. PRIVILEGES AND IMMUNITIES

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

## 12. TAX EXEMPTION

12.1 Section 7 of the Convention on the Privileges and Immunities of the Specialized Agencies provides, inter-alia, that UNESCO, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

12.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNESCO before the payment thereof and UNESCO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNESCO with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## 13. CHILD LABOUR

13.1 The Contractor 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.

13.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

## 14. MINES

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

14.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

## 15. OBSERVANCE OF THE LAW

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

## 16. AUTHORITY TO MODIFY

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

## 17. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities

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

## 18. AUDITS AND INVESTIGATIONS

Each invoice paid by UNESCO shall be subject to a post-payment audit by auditors, whether internal or external, of UNESCO or by other authorized and qualified agents of UNESCO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

UNESCO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

The Contractor shall provide its full and timely cooperation with any such post payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNESCO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNESCO hereunder.

## 19. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

Definitions. For purposes of this Contract, "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 Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under this Contract, shall not engage in any sexual exploitation and abuse. The Contractor acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under this Contract.

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 favors or sexual activities, shall constitute sexual exploitation and abuse.

(c) The Contractor acknowledges and agrees that sexual relationships between the Contractor's employees, agents or other persons engaged by the Contractor 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 Contractor shall report allegations of sexual exploitation and abuse, of which the Contractor has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting

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mechanism. To the extent legally possible, the Contractor will require its employees, agents or any other persons engaged by the Contractor to perform any services under this Contract, to report allegations of sexual exploitation and abuse arising in relation to this Contract directly to UNESCO.

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

## 20. UNITED NATIONS SUPPLIER CODE OF CONDUCT

The Contractor acknowledges that the UN Supplier Code of Conduct (available from <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>) provides the minimum standards expected of the UN Suppliers.

## 21. 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 Contract, 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 Contractor under this Contract shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor 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 Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

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 Contractor 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 Contractor shall segregate Information provided by UNESCO or generated by the Contractor under this Contract to the fullest extent possible.

## 22. PERSONAL DATA PROTECTION AND PRIVACY

Both UNESCO and the Contractor 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 Contract.

The Contractor 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 Contractor 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 Contractor 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 Contract, including any extension thereof, and shall remain effective following any termination of this Contract, unless otherwise agreed between the Parties in writing.

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

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7 place de Fontenoy

Paris, Ile de france 75007

esign-cmt@unesco.org

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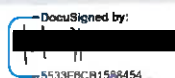
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esign-cmt@unesco.org

**Signer Events**

Ottone, Ernesto

e.ottone-ramirez@unesco.org

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
[Redacted Signature]  
5533F8CB1588454

Signature Adoption: Drawn on Device

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Mgr. PhD.

Security Level: Email, Account Authentication  
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	6/15/2023 1:55:22 PM
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Payment Events	Status	Timestamps