

UNESCO
7 Place de Fontenoy
75352 Paris 07 SP
France

Re: **Supporting the annual Education for All Global Monitoring Report**

Dear Mr. Arata

I am directed by the Minister of Foreign Affairs (the "Minister") to refer to previous correspondence and discussions regarding the request by UNESCO for Australian Government financial support to the **Education for All Global Monitoring Report (hereunder referred to as "the Programme")**.

I am pleased to inform you that, as part of the Australian Government's aid programme, it was agreed to provide financial assistance, as requested, for the Programme for the years 2010-11 to 2012-13.

Furthermore, I wish to point out that the substantive interface (including financial) is between the Australian Government and United Nations Educational, Scientific & Cultural Organisation (UNESCO). All documentation and notifications regarding the Programme should be sent to the Australian Government.

I set out below the terms and conditions governing the making of the payments:

1. UNESCO shall use the contribution solely for the purposes of the Programme. UNESCO should ensure that Australian Government support is appropriately acknowledged in communications relating to the Programme
2. (i) Payment of **AUD1,350,000** over three years (the Aid Amount) will be provided to UNESCO by the Australian Government towards the costs incurred by UNESCO (including 10% of programme support costs) in relation to the Programme.
 - (ii) The first annual payment of **AUD450,000** will be made after the signature of this agreement.
 - iii) The amount shall be paid in Australian dollars for conversion to US dollars at the prevailing UN operational rate at the date of the receipt of funds.

Deposits should be made to the following UNESCO Headquarters bank account:

Account holder:	UNESCO
Bank:	Société Générale, Paris,
Account n° (IBAN):	FR76 3000 3033 0100 0772 9029 977
SWIFT:	SOGEFRPP
Reference to be quoted in any payment instruction:	Support to the EFA GMR

3. UNESCO shall provide the Australian Government and all other donors with a six monthly narrative progress and management report and a consolidated financial report as at 30th June and 31st December each year, in accordance with UNESCO procedures for multi-donor contributions under a special account. Reports shall be sent to all donors in a standard format.
4. A final narrative report and a final consolidated financial report will be submitted to all donors upon termination of the Special Account.
5. UNESCO shall give all information on the use of the combined resources provided by the Australian Government and by other donors pooled in the special account that may reasonably be requested in addition to the information contained in the regular reports.
6. Funds made available by the Australian Government and other donors shall be subject to the internal and external auditing procedures as provided for in the financial regulations, rules and directives of UNESCO.
7. UNESCO shall ensure that all applicable laws, statutes and regulations are complied with in the course of implementing the Programme.
8. In accordance with UNESCO procedures for multi-donor contributions under a special account, the UNESCO Director-General, in consultation with the donors will decide on the allocation of any unused balance, which

may remain after completion of the Programme, for other activities of UNESCO.

9. UNESCO shall ensure that all policies of insurance necessary or appropriate for a Programme of this nature are put in place and UNESCO shall ensure that all premia payable in relation to such insurances are paid when due and that such insurances shall remain in full force and effect until completion of the Programme.
10. The Australian Government will not be responsible for the activities of any person or third-party engaged by UNESCO as a result of this Agreement, nor will the Australian Government be liable for any costs incurred by UNESCO in terminating the engagement of any such person.
11. (i) Although the Australian Government is making payments under this Agreement towards the cost of the Programme, neither the State, the Minister nor the Australian Government shall bear any liability for any claim of whatever nature or for any court order made against UNESCO or any party, arising from, or in connection with the Programme.

(ii) UNESCO hereby agrees to indemnify and to keep indemnified the State, the Minister of Foreign Affairs and the Australian Agency for International Development (AusAID) against any liabilities, claims, actions or proceedings whatsoever in connection with the Programme.
12. This Agreement will enter into force on the date of UNESCO agreement in writing to the terms and conditions set out in this letter and, subject to paragraph 13 shall continue in force until the completion of the Programme.
13. If any changes occur which, in the opinion of the Australian Government, impair significantly the developmental value of the Programme, the Australian Government and UNESCO will normally consult on measures to resolve the problem and possible courses of action. In the event of such changes the Australian Government, however, reserves the right to modify or terminate its financial contribution to the Programme.

14. Notwithstanding the termination of this Agreement in accordance with paragraphs 12, 13 and 15, this Agreement nevertheless continues to bind UNESCO thereafter to such extent and for so long as may be necessary to give effect to the obligations of UNESCO contained herein.
15. No offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, shall be made, either directly or indirectly, as an inducement or reward for the award or execution of this contract. Any such practice will be grounds for terminating this contract or taking any other corrective action as appropriate (including taking any civil or criminal action).
16. This Agreement constitutes the entire agreement between the two parties in relation to the matters dealt with herein and supersedes any previous agreement between them in relation to such matters.
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17. This Agreement may not be amended varied or modified in any way except by an instrument in writing signed by both parties.
18. Any notice to be served under this Agreement shall be in writing and may be sent by prepaid post or delivered by hand to the address of the party or sent by facsimile to the party's facsimile number, such address and facsimile number to be as notified to the other party for this purpose. Unless the contrary is proved, each such notice will be deemed to have been made, if by post, 48 hours after posting, if by hand, when left at the relevant address, if by facsimile, upon transmission.
19. In the event of a dispute, the parties shall make good faith efforts to settle it amicably. In the event an amicable settlement cannot be reached, any dispute arising out of, or relating to the present letter of agreement, shall be settled by mutual agreement..
20. Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both AusAID and UNESCO are firmly committed to the international fight against terrorism, and in particular, against the financing

of terrorism. It is the policy of AusAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, UNESCO undertakes to use all reasonable efforts to ensure that none of AusAID's funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism. If, during the course of this Agreement, UNESCO discovers a link with any organisation or individual associated with terrorism it will inform AusAID immediately.

The Programme will be assisted subject to the above conditions and agreement in writing to them.

Please sign this letter and its counterpart, where indicated, as confirmation of the agreement set out in this letter.

Canberra, 9/5/2011
Place and date
For the Australian Government


Signature
JENNY DARIN SARAH LONDON
ASSISTANT DIRECTOR GENERAL

a/g
Name and title in block letters

Paris, 19 april 2011
Place and date
For UNESCO


Signature
AKIO ARATA, DIRECTOR
Division of Cooperation with
Extrabudgetary Funding Sources
Name and title in block letters