

Memorandum of Understanding
on the Framework Arrangement ('the Arrangement')
between
The Australian Department of Foreign Affairs and Trade (DFAT)
and the
United Nations Educational, Scientific and Cultural Organization
Institute for Statistics (UIS)
(together referred to as 'the Partners')

Core funding for development of education statistics

1. The Government of Australia acting through DFAT will make available to **UIS** a sum not exceeding **\$500,000 (Australian dollars)** (referred to as "the Contribution") to support **UIS' core activities in the development of education statistics.**
2. The arrangements for support are for DFAT funds to be used to support the UIS core activities related to education statistics, including to:
 - collect and maintain education statistics which reflect changing policy and are reliable, internationally comparable and robust, as well as feasible to collect. This will be done through building partnerships and cooperation, reviewing data sources and quality and improving access to data and metadata;
 - produce and implement new statistical standards, classifications, methodologies, indicators and related documentation in the field of education. The UIS has a duty to provide guidance to Member States on how to monitor the areas of UNESCO's mandate, through international standards based on best practice;
 - develop the statistical and analytical capacity of Member States, in particular, of the Asia and the Pacific region. The UIS will assist countries to improve their capacities for education data collection, processing, quality control, analysis and dissemination through training and other forms of support;
 - provide analytical service within the context of the Institute's mission. The UIS will work in partnership with a wide range of other researchers and data users in order to analyse and interpret cross-national education data; and
 - monitor Education for All. The UIS is the lead agency responsible for the collection of

data and indicators to monitor Education for All (EFA) goals and the education-related targets of the Millennium Development Goals (MDGs). They work in close collaboration with the EFA Global Monitoring Report team.

3. The Contribution will be administered by **UIS** and will be subject to the following conditions:
 - a. The Contribution will be used by **UIS** to support their core activities and related costs in education;
 - b. The Contribution is stated in Australian dollars but may be paid in foreign currency (at the exchange rate prevailing on the day of transfer) in accordance with the payment schedule in paragraph 4; and
 - c. The contribution will not be used to meet the cost of import duties (or similar fees) imposed by the partner government/Country where the activity is taking place.
4. Following signature of this Arrangement by both Partners, DFAT will make payments in accordance with the following payment schedule:
 - a. \$500,000 (Australian Dollars) by 30 June 2014.
5. On the signing of the Arrangement, DFAT is proposing to make a contribution towards UIS' core activities. On that basis DFAT will expect to see the documents stated in paragraph 10 from UIS.
6. Payments will be made into UIS' bank account held at:

BENEFICIARY BANK:

Citibank NA Canadian Branch

123 Front Street West, 10th Floor
 Toronto, Ontario M5J 2M3
 Canada

Account holder name: UNESCO UIS

Bank code: 0328

Branch number: 20012

Account number: 2017588006

SWIFT code: CITICATTBCH

7. The officers responsible for co-ordination of all matters relating to this Arrangement are:

DFAT:

Jodie Lindsay

Assistant Director

PO Box 887
Canberra ACT 2601

Tel: +61 2 6178 4018

Email: jodie.lindsay@dfat.gov.au

UIS:

Olga Ovsyannikova

Executive Assistant to the Director

PO Box 6128 Succursale Centre-Ville
Montréal, QC H3C 3J7

Tel: +1 514 343-7915

Fax: +1 514 343-6862

Email: o.ovsyannikova@unesco.org

8. The contribution will be credited to the UNESCO Institute for Statistics Canadian Dollars bank account. The funds in the Account may be freely exchanged by **UIS** into other currencies as may facilitate their disbursement.
9. **UIS** will administer and account for the Contribution in accordance with its financial regulations and other applicable rules and procedures and practices.
10. **UIS** will provide **DFAT** with its annual progress report and financial statement.
11. **ANTI-CORRUPTION**
- a. **DFAT** and **UIS** are committed to preventing and detecting corruption and bribery. **UIS** through its employees, agents or representatives will not make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Agreement or any arrangement or provision of funds in relation to **UIS** core activities related to education statistics.
 - b. **UIS** will use its best endeavours to ensure that any employee, agent, representative or other entity involved in **UIS** core activities related to education statistics will also comply with this paragraph headed 'Anti-Corruption'.

12. FRAUD

- a. UIS and its employees, agents, representatives and subcontractors will not engage in any Fraudulent Activity. UIS is responsible for preventing and detecting Fraud.
- b. If UIS becomes aware of any detected, suspected or attempted Fraudulent Activity involving the Contribution, UIS will report it to DFAT in writing within five (5) working days. DFAT may direct UIS to investigate the alleged Fraud and UIS will undertake an investigation at UIS's cost and in accordance with any directions or standards required by DFAT.
- c. Following the conclusion of any investigation which identifies Fraudulent Activity, UIS will:
 - i. make every effort to recover any part of the Contribution, the subject of Fraudulent Activity;
 - ii. refer the matter to the relevant police or other authorities responsible for prosecution of Fraudulent Activity; and
 - iii. be liable for the repayment of any part of the Contribution misappropriated by UIS or its employees, agents, representatives or subcontractors.
- d. The obligations of UIS under paragraphs 12.3(b) and (c) above will survive the termination or expiration of this Agreement.
- e. For the purposes of this paragraph headed 'Fraud':
 - i. "Fraudulent Activity", "Fraud" or "Fraudulent" means dishonestly obtaining a benefit by deception or other means.

13. TRANSPARENCY

The Australian Government publishes information about funding results consistent with DFAT's Transparency Charter:

- i. UIS will publish information about the partnership/activity agreement, funding received and results achieved in accordance with its policies, plans and processes on transparency and disclosure; and
- ii. Prior to publication or release of information about a sensitive matter (fraud, corruption, counter-terrorism and child protection) the Partners will consult.

14. CHILD PROTECTION

UIS acknowledges DFAT's Child Protection Policy (2013) and will use its best endeavours to act in accordance with the principles of DFAT's Child Protection Policy in addition to abiding by other relevant international declarations, conventions and agreements.

15. COUNTER TERRORISM

Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both DFAT and UIS are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of DFAT 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, UIS undertakes to use its best endeavours to ensure that the Contribution is not used to provide support to individuals or entities associated with terrorism. If, during the term of this Agreement, UIS discovers a link with any organization or individual associated with terrorism, it will inform DFAT immediately.

16. BRANDING

UIS will acknowledge Australia's Contribution and any other relevant Australian support for UIS core activities related to education statistics in any promotional material including speeches, media statements, publications, advertisement, signage and stationery. In doing so, UIS will make it clear that UIS is responsible for implementation of core activities related to education statistics and that the funding and/or support for UIS core activities related to education statistics is from the Australian Government through the use of the Australian Aid identifier. Guidelines are available on the DFAT website.

17. AMENDMENTS

This Arrangement (including any annexes, attachments or the like) may be amended at any time as mutually determined between the Partners in writing by way of exchange of letters.

18. TERMINATION

- a. This Arrangement may be terminated at any time by either by way of notice in writing to the other Partner.

- b. Prior to terminating this Arrangement, the Partner contemplating termination will endeavour to consult with the other Partner.
- c. If this Arrangement is terminated by either Partner, UIS will continue to hold any unexpended amount of the Contribution paid to UIS, until all payment commitments incurred, in accordance with this Arrangement, prior to the date of receipt of the notice of termination, have been satisfied. UIS will promptly refund to DFAT any part of the Contribution (including any interest income) that remains unexpended after any such payment commitments have been satisfied, unless DFAT at its absolute and sole discretion agrees formally in writing that UIS may use any such funds for the same purpose and consistent with the provisions of this Arrangement.

19. STATUS OF ARRANGEMENT

This Arrangement serves only as a record of the Partners' intentions and does not constitute or create (and is not intended to create) rights or obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable rights or obligations (expressed or implied).

20. DISPUTE SETTLEMENT

Any dispute, controversy, or claim, which arises out of the interpretation or application of this Arrangement, will not be subject to adjudication or arbitration; but will instead be dealt with through amicable consultations as the only method of achieving the peaceful settlement of that dispute, controversy, or claim.

21. DFAT will not be responsible for the activities of any person or third party engaged by UIS as a result of this Arrangement, nor will DFAT be liable for any costs incurred by UIS in terminating the engagement of any such person.

Signed on behalf of **DFAT**

Signed on behalf of **UIS:**

Name: **Megan Anderson**

Position: **Director EDC**

Date:

Name: **Hendrik van der Pol**

Position: **Director / UIS**

Date: