Contract No.: 865.428.1

FEE CONTRACT

between

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

(hereinafter called 'UNESCO')

the headquarters of which are situated in Paris

of the first part

and

Name (and forename*)

Kathmandu University

Address

Dhulikhel, Kavre, Nepal

(hereinafter called the 'Contractor')

.....

on the other part

Identification Number* (to be requested from PER):

Hereby agree as follows:

Article I.

The Contractor shall: (describe work)

a. ACTIVITIES:

Revive the UNESCO Chair in Sciences of Education at Kathmandu University established in 1997 under the agreement between Kathmandu University and UNESCO New Delhi Office (Contract No. 860.051.6) and to implement the following activities in close cooperation with UNESCO Kathmandu office and Nepal National Commission for UNESCO:

- 1. Publish an innovative case study on teacher training activities undertaken by Kathmandu University in Dhulikhel in the theme of "Teacher Training/Education for Quality Education" to foster an innovative model in Nepal. The publication should be widely distributed to UNESCO offices, Nepalese institutes, other specialized institutes and related organizations.
- 2. Analyse the present situation on teacher training programmes/projects in Nepal for basic and primary education as compared to the government's declared policy and strategy. This analytical report** would be helpful for the government as well as the donors. The study should also envisage the framework of Education for All (EFA) movement which is led by UNESCO in co-operation with the government and the UN/World Bank.
- 3. To enrich the learning resources of the School of Education, Kathmandu University by making professional journals and books available as proposed in the proposal.
- 4 To help human resource development program of School of Education, Kathmandu University by providing opportunity to the staff to attend professional seminars and workshop organized by institutions like UNESCO and other UN agencies for SAARC countries and countries of South East Asia.
- To publish occasional papers on the current issues of Nepalese education system**.

Continuation on Page 2 Yes⊠ No□

* If the contractor is an individual

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^{**} All publications issued under this contract should indicate UNESCO logo and acknowledgement in every issue

- 6 To conduct an impact study of the newly operated secondary teacher training on the teaching behaviors of trainees.
- 7 To further support the secondary teachers of Dhulikhel municipality by providing additional training and other professional assistance.
- To conduct follow-up activities in the form of continued support for the primary school teachers of Dhulikhel municipality through planned supervision of classroom teaching and workshops on teaching materials development.

b. MID-TERM REPORT:

The contractor shall submit a mid-term <u>progress report (3 copies)</u> to UNESCO Kathmandu Office after 6 months from the signing of the contract date, to enable monitoring of the above activities.

c. FINAL REPORT:

Upon completion of the contract, the contractor shall submit a final report (3 copies) and a detailed financial report. UNESCO requires submission of a complete list of expenditure and supporting documents as their evidences.

Article II. Duration of contract

- (a) If the contract is not signed by the Contractor and returned to UNESCO by **15 May 2001** (date) at the latest, it will be considered null and void.
- (b) 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 IV.2 below.
- (c) After expiration of the contract, the Contractor cannot claim payment for work not delivered on time as stipulated in Article IV.2 below.

Article III. Travel

Required travel (itinerary):

N/A

If the Contractor is required to travel in order to perform the work described in Article I above, a lump-sum is included in the fee indicated in Article IV.1 below to cover daily subsistence allowance and the cost of the tickets for the authorised travel. No travel expenses shall be reimbursed.

2

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Article IV. Conditions of payments

UNESCO shall pay the Contractor a fee as follows: (insert the total fee in words and figures, the currency, the instalments and other conditions of payment as applicable).

•	10	TAL FEE AND CURRENCY				
		Fee expressed and payable in US\$				
		- total amount of United States dollars (in figures) (in words)				
	×	Fee expressed in US\$ and converted into another currency				
		- total amount equivalent to United States dollars (in figures) US\$ 10,000.00				
		(in words) TEN THOUSAND U.S. DOLLARS ONLY				
		- in (currency of payment) NEPALESE RUPEES at the official UNESCO rate of exchange in force on the date of payment.				
		Fee expressed and payable in a currency other than US\$				
		- total amount of (currency)				

2. INSTALMENTS

The fee is payable in the following instalments only upon certification by the UNESCO Officer responsible for this contract of satisfactory performance by the Contractor of the work corresponding to each payment (except the eventual advance payment):

(in figures) (in words)

Payment No.	Upon submission to and approval by UNESCO of the following work	Article I Reference	Latest date for submission	Amount
1	Upon signing contract and submission of concrete workplan		15 May 2001	\$ 5,000.00
2	Upon submission of the mid-term progress report	a 1-8 & b	15 November 2001	\$ 3,000.00
3	Upon submission of the final report	a 1-8 & c	14 May 2002	\$ 2,000.00
			TOTAL	\$ 10,000.00





				YN	
3.					

(a) One of the above payme the performance of contra		', <u>i.e.</u> , a payment of part of the fees in ad	lvance of		
Yes: Payment No.	1	□ No			
(b) If yes, the amount of this advance payment shall not exceed the expenses which the Contractor will need to pay before completion of the task(s) referred to in Article I above, and which are :					
	Object of expense	Amount			
(ii)	reparatory works	\$ 5,000.00			

4. REIMBURSEMENT

- (a) If the work corresponding to any or all of the above instalment payments is not completed to the satisfaction of UNESCO and/or prior to expiration of the contract, UNESCO reserves the right to request the Contractor to reimburse full or partial payments made (including the advance payment), to the extent the services already rendered are either unusable or inadequate in relation to the expenses incurred by UNESCO.
- (b) Any sums to be reimbursed shall be returned to UNESCO in the currency in which payment was made.

Article V. Other contractual conditions of services

1. LEGAL STATUS

Neither the Contractor, nor anyone whom the Contractor employs to carry out the work 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. OBLIGATIONS, INDEMNIFICATION AND INSURANCE

- (a) The contractor attests that the services provided are an original work, a new or improved product or process, or a service specially designed for UNESCO, do not prejudice the rights of third parties and are not in violation of any applicable law.
- (b) Unless otherwise provided herein, the Contractor shall bear all the expenses of carrying out the work.
- (c) 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 of commission 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.
- (d) 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.

3. RIGHTS IN WORKS

UNESCO shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to UNESCO by the Contractor.

525

4. ARBITRATION

All disputes arising out of, or in connection with the present contract of the breach thereof, shall be settled primarily by mutual understanding. However, if at the expiration of a six-month period starting from the date the dispute arises, no amicable settlement has been reached at, or even before the end of this period if UNESCO formally certifies in writing that in its opinion there is no reasonable possibility that an amicable settlement will be reached by the parties, either of the two parties shall have the right to submit the dispute concerned to an arbitrator chosen by their common accord. Failing agreement on the choice of an arbitrator, the latter shall be designated by the Chairman of the Tribunal de Grande Instance of Paris at the request of the most diligent party. The arbitration proceedings shall take place in Paris and shall be in accordance with such rules and procedures as may be established and adopted by the arbitrator. The decision of the arbitrator shall, taking into account relevant scales established in respect of similar arbitrations by the International Chamber of Commerce, determine the expenses of the arbitration which may be ordered to be either apportioned between the two parties or paid by one of them only. The award rendered shall be final, conclusive and without further recourse.

Article VI. Amendments

Signed on behalf of the Director-General of UNESCO (please type):

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 will prepare the letter of amendment or mutual agreement and signature.

Name Title	Dr. Yoshiaki Kitamura UNESCO Representative to Nepal & Head, UNESCO/Kathmandu	S S S S S S S S S S S S S S S S S S S
Signature	G. L. Date 9	May 200 HITHMAN
Contractor	or (please sign, return to UNESCO three copies of the con	tract and retain the original for yourself):
Name Title	Prof. Suresh Raj Sharma Vice Chancellor, Kathmandu University	
Signature .	Sil Sharma Date 9	May 2001