

### FEE CONTRACT

between

and

THE UNITED NATIONS EDUCATIONAL,  
SCIENTIFIC AND CULTURAL ORGANIZATION

Name (and forename\*) **Kathmandu University**

(hereinafter called 'UNESCO')

Address **Dhulikhel, Kavre, Nepal**

the headquarters of which are situated in Paris

(hereinafter called the 'Contractor')

of the first part

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.
5. To publish occasional papers on the current issues of Nepalese education system\*\*.

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

Continuation on Page 2 Yes  No

\* If the contractor is an individual

*SK* *Y.H.*

- 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.
- 8 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 progress report (3 copies) 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.

Handwritten signatures in the bottom right corner of the page.

## 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).

### 1. TOTAL 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)  
(in figures) ..... (in words) .....

### 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):

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
			<b>TOTAL</b>	<b>\$ 10,000.00</b>



## 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**

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.

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

Name **Dr. Yoshiaki Kitamura**  
 Title UNESCO Representative to Nepal &  
 Head, UNESCO/Kathmandu

Signature ..... *Y. Kitamura* .....

Date ..... *9 May 2001* .....



Contractor (please sign, return to UNESCO three copies of the contract and retain the original for yourself) :

Name **Prof. Suresh Raj Sharma**  
 Title Vice Chancellor, Kathmandu University

Signature ..... *S. Sharma* .....

Date ..... *9 May 2001* .....

