

Implementation Partnership Agreement
Between
United Nations Educational, Scientific and
Cultural Organization (UNESCO)
&
Bangladesh Bureau of Statistics (BBS)



United Nations
Educational, Scientific and
Cultural Organization

UNESCO Dhaka Office

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G.P.O. Box 57
House 122
Road 1, Block F, Banani
Dhaka 1213, Bangladesh

Ref. 15.2.5/A3.4/06

14 December 2010

Dear Mr. Molla,

**Subject: Amendment to Implementation Partnership Agreement
2010021**

With reference to your letter, Ref. Industry&Labour/Literacy (Special Survey)/227/2009/430(2), dated 09 November 2010, I inform you that Implementation Partnership Agreement 2010021, signed between UNSECO and Bangladesh Bureau of Statistics, has been amended to reflect your revised time plan. Please note that the contract is under a time-bound project, and it will be difficult for us to entertain requests for time extension in future.

I would appreciate if you could sign and return the enclosed amendment form to our office as early as possible.

Best wishes,

Yours sincerely,

Derek Elias
Head and Representative

**Mr. Md. Shahjahan Ali Molla
Director General
Bangladesh Bureau of Statistics
Parishankhyan Bhaban
E-27/A Agargaon, Sher-E-Bangla Nagar
Dhaka 1207**

Encl:

1. Amendment to Contract



Date: 14 December 2010
Prepared by: Borhan Uddin

Amendment to Contract
Letter of Agreement, Fee Contract, Implementation Partnership Contract Consultant
Contract*

Title: Integrating Literacy Module into Labour Force Survey 2010 Contract No: 2010021

Article# IV.2	Payment No.	Upon Submission to and approval by UNESCO of the following work	Article-I Reference	Latest date for submission	Amount USD
	1	Detailed workplan	IV.2.1	20.05.2010	10,000
	2	Report on the finalization of adapted module and data collection instruction manual	IV.2.2	30.05.2010	10,000
	3	Report of the Labour Force Survey 2010	IV.2.3	30.09.2010	3,290

Article# IV.2 (READS NOW)	Payment No.	Upon Submission to and approval by UNESCO of the following work	Article-I Reference	Latest date for submission	Amount BDT
	1	Detailed Workplan	IV.2.1	20.05.2010	10,000
	2	Report on the finalization of adapted module and data collection instruction manual	IV.2.2	30.05.2010	10,000
	3	Report of the Labour Force Survey 2010	IV.2.3	28.02.2011	3,290

All other articles remain unchanged.

Signed on behalf of the Director-General of UNESCO [please type]:

Name Derek Elias
Title Head and Representative

Date 15.12.10
Signature



Contractor [please sign, return to UNESCO one copy of the Amendment and retain one for yourself]:

Name Md. Shahjahan Ali Molla
Title Director General
Bangladesh Bureau of Statistics

Date 23-12-2010
Signature

MD. SHAHJAHAN ALI MOLLAH
(Additional Secretary)
Director General
Bangladesh Bureau of Statistics
Ministry of Planning
Govt. of the People's Republic
of Bangladesh

*Note: Please underline the correct option.

IMPLEMENTATION PARTNERSHIP AGREEMENT

between

The United Nations Educational, Scientific and Cultural Organization,

hereinafter referred to as "UNESCO"

and

Bangladesh Bureau of Statistics (BBS)

hereinafter referred to as "the Partner"

on the role and tasks of the partner is the implementation of the project "Integrating Literacy Module for Household Survey into Labour Force Survey 2010", hereinafter referred to as "the project" / activity "Integrating Literacy Module for Household Survey into Labour Force Survey 2010", hereinafter referred to as "the activity"

In conformity with the provisions of the Integrating Literacy Module for Household Survey into Labour Force Survey 2010 described in Annex I, together with the associated budget, UNESCO and the Partner hereby agree as follows:

Article I - Role and obligations of UNESCO

1. In conformity with the provisions of the activity described in Annex I, UNESCO is the major manager and coordinator of the activity. UNESCO's financial and administrative rules and regulations for implementation shall therefore apply to this Agreement, unless explicitly stated otherwise.
2. UNESCO's main tasks and obligations in project management and coordination comprise the following:
 - Ensure overall management and coordination of implementation
 - For extrabudgetary projects, ensure liaison with the funding source, including the timely submission of narrative and financial reports
 - Provide technical inputs in integrating the module into Labour Force Survey 2010 including adaptation, manual preparation, training, data collection, processing and preparing analytical report

Article II - Role and obligations of the Partner

1. In conformity with the provisions of the activity described in Annex I, the Partner shall carry out the work assignments described below in paragraph 3.
2. Furthermore, the Partner shall:

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- Agree to the budget breakdown provided in the activity described in annex I for implementation role of the Partner;
- Keep books separate of its own expenses on the financial resources transferred by UNESCO under this Agreement;
- Be accountable to UNESCO for the utilization of the funds transferred to the Partner under this Agreement;
- Submit to UNESCO every six months a narrative report on progress achieved in implementation, possible problems encountered, and remedial action proposed or taken. A final report shall also be submitted to UNESCO as soon as possible, and no later than three (3) months after completion of all implementation activities;
- Submit to UNESCO every six (6) months a detailed financial report, duly certified by its own financial authority, reflecting expenditure under the funds transferred under this Agreement. A final financial report shall also be submitted to UNESCO as soon as possible, and no later than three (3) months after termination of all activities, and liquidation of all outstanding obligations. The final financial report must be audited by the external auditors of the Partner. The Partner shall provide UNESCO the name and the address of the external audit;
- Maintain financial records and books and all receipts (in original or certified copies of the original), and agree that UNESCO, if necessary and on the field, may request internal and external audits concerning the funds contributed by UNESCO to the Partner;
- Effectively participate in the review and evaluation of implementation activities, and, if required, in the planning of any subsequent phase of the activity.

3. The main work assignments to be undertaken by the Partner comprise the following:

- a. Adaptation of the literacy module
- b. Pre-testing and finalization of adapted module
- c. Updating data collection instruction manual for the data collectors
- d. Training of data collectors on literacy data collection
- e. Training of data entry operators and data analysts
- f. Data collection and supervision
- g. Data analysis and report preparation
- h. Produce the following reports:
 1. An analytical chapter on education and literacy in the Report of Labour Force Survey 2010
 2. Detailed tables on education and literacy background as Annex of the report

4. In reflection of the provisions in Article II. 2 above, the Partner is responsible to submit to UNESCO the following narrative and financial reports:

N° of Report	Title of report	Latest date for submission (Tentative)
1	Detailed Workplan	20 May 2010
2	Report on the finalization of adapted module and data collection instruction manual	31 May 2010
3	Report of the Labour Force Survey 2010	30 September 2010

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Article III - Duration

1. The present Agreement will enter into force upon signature by both parties. It will expire on 30 September 2010. If the Agreement is not signed by the Partner, and returned to UNESCO by 20 May 2010 at the latest, it will be considered null and void.
2. After expiration of the Agreement, the Partner cannot claim any payment.

Article IV - Payments and equipments

1. Conditions of payments

UNESCO, through the signature of the present Agreement, will delegate the implementation of the activities indicated in the above Article II to the Partner, and proceed with the relevant payments as reflected in the budget enclosed in Annex I, to be expended under the direct responsibility of the Partner.

2. Instalments

The funds for implementation of the activity will be transferred to the Partner according to the following schedule:

Payment	Due Date	Currency Amount	Deliverables (narrative or financial reports; project outputs ...) as condition for payment
1	20/05/2010	USD 10,000	Revised Workplan
2	30/05/2010	USD 10,000	Report on the finalization of adapted module and data collection instruction manual
3	30/09/2010	USD 3,290	Report of the Labour Force Survey 2010
4			*all installments will be paid in equivalent BDT at the UN exchange rate on the date of payment

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3. Source of funds for payments

- a. If the activity is funded from extrabudgetary contributions, UNESCO shall pay the Partner from the funds allocated by the funding source in accordance with the Funding Agreement governing the activity described in Annex I. All payments by UNESCO will be under the condition that UNESCO has received the funds from the funding source.
- b. In the case of delayed payment or non-payment of funds by the funding source, UNESCO shall immediately notify the Partner. UNESCO shall not be in any obligation to pay or reimburse the Partner for activities undertaken by the latter after notification of late or non-payment from the funding source. In the event of a dispute in this respect, the Partner shall apply to the funding source.

4. Reimbursement

- a. If the work corresponding to any or all the above instalment payments is not completed to the satisfaction of UNESCO and /or prior to expiration of this Agreement, UNESCO shall have the right to require partial or full reimbursement of funds transferred to the Partner. The same shall apply if the services already rendered are either unusable or inadequate in relation to the expenses incurred by UNESCO.
- b. Any part of the funds contributed by UNESCO for the partner's implementation of the agreed work assignments that remain unspent at the operational termination of the activity shall be reimbursed to UNESCO.
- c. Any sums to be reimbursed shall be returned to UNESCO in the same currency as the original instalments transferred to the Partner.

Article V – Performance Assessment and other related conditions

1. At least once a year, and under all circumstances as a prerequisite for an extension of the present Agreement, UNESCO shall carry out a comprehensive assessment of the Partner's performance. The first such assessment shall hence take place by 16 August 2010.
2. If the Partner's performance is deemed non-satisfactory, UNESCO shall, upon appropriate consultations with the Partner, propose measures to rectify the situation. If the Partner fails to meet UNESCO's requirements in this respect, the Partner shall be given three (3) months notice of termination of the Agreement

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If the Partner, for reasons beyond the Partner's control, is unable to complete the work assignments listed above in article II within the time frame foreseen in the present Agreement, the Partner shall notify UNESCO with a view to extending the Agreement. For an extrabudgetary project, and as required, UNESCO shall consult the funding source to obtain the necessary prior approval for such extension.

Article VI - Audits and evaluations

1. UNESCO shall have the right, at its own expense, to have the Partner's books and records pertaining to the project bank account and project execution reviewed (and, if desired, copied) upon prior written notice at any reasonable time agreeable to the Partner by the UNESCO External Auditor or such other auditors as UNESCO may appoint.
2. UNESCO may conduct, or arrange for, a periodic audit and evaluation of the Partner's implementation of the activity. To this end, the Partner will, upon UNESCO's request, enable representatives or designees of UNESCO to visit the project site(s) and facilities, inspect property, and review books and records related to the project.

Article VII - General Conditions

1. Legal Status

Neither the Partner, nor anyone whom the Partner may employ to carry out the work, is to be considered as an agent or member of the staff of UNESCO; and they shall not be entitled to any privileges, immunities, compensation or reimbursements, not mentioned in the present Agreement; nor are they authorised to commit UNESCO to any expenditure or other obligations.

2. Obligations, Indemnification and Insurance

- a. The Partner attests that the services provided are an original work, or a new or improved product or process or service specially designed for UNESCO, and that they do not prejudice the rights of third parties and are not in violation of any applicable law.
- b. The Partner shall indemnify and absolve UNESCO 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 perpetuated by the Partner, or by any of its employees in the execution of the present Agreement.
- c. The Partner undertakes full responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution of the present Agreement

3. Use of the Name, Acronym or official Logo of UNESCO

Unless authorized in writing by UNESCO, the Partner shall not use the name, acronym or official logo of UNESCO, or any abbreviation of the name of UNESCO, for advertising or any other purposes.

4. Status of UNESCO

The Partner will respect the status of UNESCO as an intergovernmental organization of the United

Nations system with its own distinct Constitution. The partner confirms that it is not involved in the production of goods, or the delivery of services, which would be opposed to the objectives and principles of UNESCO, the United Nations Organization or other institutions of the United Nations system.

5. Liability

- a. Nothing in the present Agreement shall be construed as establishing a separate legal partnership, joint venture, agency, exclusive arrangement or other similar relationship.
- b. Each Party to the present Agreement shall be solely responsible for its own acts and omissions, including those of its agents, employees, and consultants.
- c. The Partner may enter into such procurement contracts (for the purchase of goods, works, or services, including consultant and non-consultant services), sub-contracts, and other subsidiary agreements, as it deems necessary and appropriate. However, it is understood that at all times, the Partner remains responsible to UNESCO for discharging responsibilities under the present Agreement, and for ensuring the successful achievement of the objectives of the activity.
- d. The Partner shall apply at least the standards of UNESCO's rules and regulations on procurement procedures whenever purchasing equipment for the project in conformity with the project document and the associated budget.
- e. The Partner shall be solely responsible to deal with and absorb all costs relating to claims brought against it, or against UNESCO, as a result of the activity by its employees, personnel, consultants, agents, or sub-contractors.

6. Privileges and Immunities

Nothing in or relating to the present Agreement shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the United Nations or UNESCO.

7. Assignment

Neither Party shall assign, transfer, or pledge this Agreement, nor any rights, claims or obligations hereunder, without prior written agreement of the other Party

8. Conformity with laws

The Partner agrees to respect the laws of the countries in which it operates, and guarantees that it will not permit any official of UNESCO to receive a direct or indirect profit from this Agreement. Furthermore, the Partner certifies and warrants that it has not, nor has its staff, been convicted of any crimes, and that there are currently no lawsuits or legal actions being taken against it. Should it happen, the Partner undertakes to notify UNESCO immediately.

9. Notification

1. All written notices under the present Letter of Agreement shall be sent to the following address:

For UNESCO:

Sector/Division or Field Office UNESCO Dhaka Office

Name:

Mr. Derek Elias

For the Partner:

Name: Mr. Md. Shahjahan Ali Mollah

Name:	Officer-in-Charge	Title:	Director General
E-mail:	d.elias@unesco.org	E-mail:	dg_bbs@yahoo.com
Fax:	+880-2-9871150	Fax:	+880-2-9112589

2. Each Party shall inform the other, in writing, of any modification of the above information.

10. Termination

Should either Party fail to meet its obligations, the other Party may terminate the present Agreement with a written notice to the other Party; termination will take effect three (3) months after receipt of the notice. The same will apply with respect to Force Majeure events making the realization of the activity extremely hazardous. Examples of Force Majeure events include, but are not limited to, the sovereign acts of Governments, wars (whether declared or not), revolutions, civil strife, invasions, insurrections, fires, floods, epidemics, quarantine restrictions, freight embargoes, or prolonged unusually severe weather conditions.

11. Settlements of Disputes, arbitration

All disputes arising out of or in connection with the present Agreement shall be settled by mutual understanding. However, if no amicable settlement can be reached, any dispute shall be arbitrated according to the rules defined by the United Nations Commission on International Trade Law (UNCITRAL).

12. Amendments

The present Agreement may be modified in writing only, duly signed by UNESCO and the Partner, and expressly designated and numbered as an amendment.

13. Annexes

The Annexes are an integral part of the present Letter of Agreement. The Partner attests that the Annexes are at his disposal and that he is aware of its contents and related commitments:

Contract No.: 2010021

- Annex I

Project document, with associated budget, for the activity to be implemented

Done in two original copies

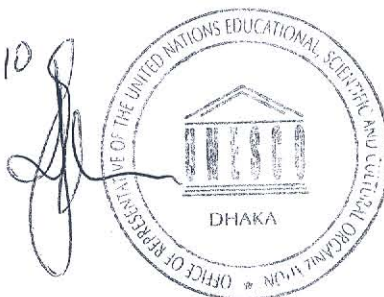
On behalf of UNESCO:

Derek Elias

Officer-in-Charge

Date: 12.5.10

Signature:



On behalf of the Partner:

Md. Shahjahan Ali Mollah

Director General

Date: 18-05-2010

Signature:

MD. SHAHJAHAN ALI MOLLAH
(Additional Secretary)
Director General
Bangladesh Bureau of Statistics
Ministry of Planning
Govt. of the People's Republic
of Bangladesh.

Handwritten notes and signatures at the bottom left of the page, including a signature that appears to be "RC" and another that looks like "Mollah".