

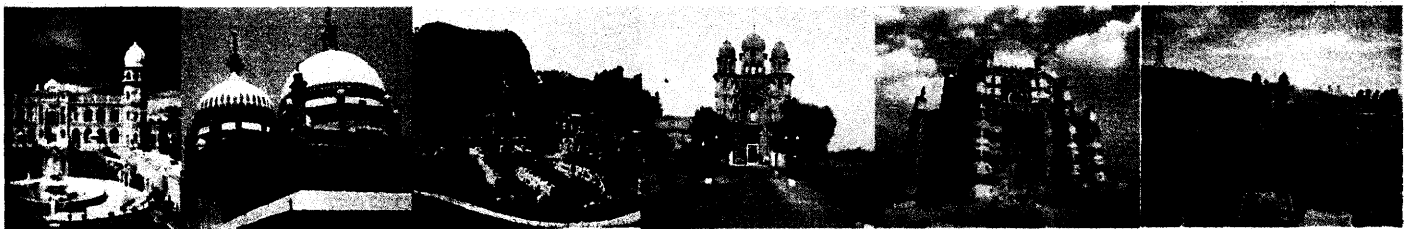


United Nations
Educational, Scientific and
Cultural Organization

PUNJAB TOURISM FOR ECONOMIC GROWTH PROJECT

**GOVERNMENT OF PUNJAB
&
UNESCO
AGREEMENT SIGNING CEREMONY**

February, 2018



**AGREEMENT
FOR PROVISION OF TECHNICAL ASSISTANCE**

**Project Name: Punjab Tourism for Economic Growth Project
Loan/Credit/Grant No. 5982- PK
Loan Closing Date: April 30, 2023
Reference No. [PK-PTEG-32421-CS-QCBS]**

between

THE GOVERNMENT OF *PAKISTAN*

and the

**UNITED NATIONS EDUCATION, SCIENTIFIC and CULTURAL
ORGANIZATION (UNESCO)**

Dated: _____

Form of Agreement

THIS AGREEMENT (together with all Annexes hereto, this "Agreement") is entered into between **THE GOVERNMENT OF Punjab** by and through its Punjab Resource Management Program Planning and Development Department (the "Government"), and the **United Nations Educational, Scientific and Cultural Organization**, a specialized agency of the United Nations with headquarters located at 7, Place de Fontenoy 75352 Paris 07 SP France ("UNESCO", together with the "Government," the "Parties" and each a "Party").

WHEREAS

- A. The Government, working with its development partners, including UNESCO and the World Bank¹ ("Bank"), has designed and is implementing a project *Punjab Tourism for Economic Growth Project* (the "Project"). As part of the Project's implementation, the Government has asked UNESCO to provide the Technical Assistance as set forth in **ANNEX I** to this Agreement, and UNESCO has agreed to provide the Technical Assistance in accordance with this Agreement.
- B. The Government has received a credit no. 5982-PK (the "Financing") from the Bank pursuant to an agreement dated Financing Agreement (August 2nd, 2017 (the "Financing Agreement") and intends to apply a portion of the proceeds of the Financing to eligible payments under this Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I AGREEMENT DOCUMENTS AND DEFINITIONS

- 1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

Annex I:	Description of Technical Assistance
Annex II:	Work Plan and UNESCO's Team
Annex III:	Total Funding Ceiling
Annex IV:	Payment Schedule
Annex V:	Payment Request Template
Annex VI:	Reporting Requirements
Annex VII:	Counterpart Staff, Services, Facilities and Property to Be Provided by the Government

Definitions

- 2. Unless expressly indicated otherwise, the following terms whenever used in this Agreement have the following meanings:

¹ References in this Agreement to the "World Bank" or "Bank" include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).

- (a) "Consultant" means an entity to which UNESCO subcontracts any part of the Technical Assistance in accordance with the provisions of this Agreement.
- (b) "Day" means working day, unless otherwise stated.
- (c) "Expert" means an individual, as identified in **Annex II**, engaged by UNESCO to perform key functions and whose skills, qualifications, knowledge and experience are critical to the performance of the Technical Assistance as described in **Annex I**.
- (d) "Support Cost" means UNESCO's charge for undertaking the Technical Assistance as mandated by the governing bodies of UNESCO and as set out in **Annex VIII**.
- (e) "Technical Assistance" means the advisory services and activities to be carried out by UNESCO pursuant to this Agreement, as described in **Annex I**.
- (f) "Total Funding Ceiling" means the total cost of carrying out the Technical Assistance, as set forth in Article III and further detailed in **Annex III**.

ARTICLE II TECHNICAL ASSISTANCE

Scope of Technical Assistance

1. Detailed description of the Technical Assistance is set forth in **Annex I**.
2. UNESCO shall provide the Technical Assistance in accordance with the timetable and such level of input by UNESCO's team of Experts and Consultants that is required to carry out the Technical Assistance ("Work Plan"), as detailed in **Annex II**.
3. The Parties acknowledge that the Technical Assistance and/or Work Plan may need to be adjusted, with the agreement of both Parties, during the course of the implementation of this Agreement.

UNESCO Experts and Consultants

4. UNESCO will make available or contract such qualified Experts and Consultants as, in UNESCO's judgment, are required to carry out the Technical Assistance.
 - (a) The Parties acknowledge that at the time of the signing of this Agreement, UNESCO may not be able to identify and/or recruit external Experts. In such case, UNESCO will promptly provide names and CVs once such Experts are contracted by UNESCO.
 - (b) Any adjustments in Experts' time input, unless otherwise agreed with the Government, shall not exceed the original estimate included in **Annex II** by

more than ten (10) percent or one week, whichever is longer; and all adjustments shall remain within the Total Funding Ceiling.

5. Bearing in mind the considerations and requirements of paragraphs 6 and 7 below, the hiring and contracting of any Expert or Consultant by UNESCO in connection with this Agreement will be done according to UNESCO's established rules, regulations, policies, and procedures. UNESCO shall remain fully responsible for the performance of the Technical Assistance by such Expert or Consultant pursuant to this Agreement. UNESCO will ensure that its contract(s) with each such Expert (excluding UNESCO staff) or Consultant includes the following terms and conditions:
 - (a) Prohibition of Conflicting Activities. The Expert or Consultant will not engage, either directly or indirectly, in any business or professional activities which could conflict with the activities performed under the Expert's or Consultant's contract with UNESCO.
 - (b) Confidentiality. The Expert or Consultant will treat with the utmost discretion any information acquired in the performance of its contract with UNESCO.
 - (c) Disqualification from Related Contracts. UNESCO agrees to use its best efforts to ensure, in cases where it is necessary to avoid conflicts of interest and other potentially unethical situations, that during the term of the Expert's or Consultant's contract with UNESCO and after its termination, the Expert or Consultant and any party affiliated with the Expert or Consultant, will be disqualified from providing goods, works or services (other than consulting services) resulting from, or closely related to, the activities under their contract with UNESCO in relation to this Agreement, and shall not be hired for any assignment that, by its nature, may be in conflict with such activities under their contract with UNESCO in relation to this Agreement.
6. UNESCO shall not hire any Government institution as a Consultant. In addition, UNESCO shall not hire an enterprise or institution owned by the Government as a Consultant, unless it has been established to the Bank's satisfaction that such Government-owned enterprise or institution is legally and financially autonomous, operates under commercial law, and is not a dependent agency of the Government (the "Eligibility Test"). As an exception, a Government-owned university, research center or other similar institution that does not meet this Eligibility Test may be hired as a Consultant by UNESCO if it has been established to the Bank's satisfaction that the services of such institution are of a unique and exceptional nature (including because of the absence of a suitable private sector alternative) and its participation is critical to the successful execution of the Technical Assistance.
7. UNESCO shall not hire any official or civil servant of the Government's country as an Expert unless it has been established to the Bank's satisfaction that (i) such official or civil servant is on leave of absence without pay, or has resigned or retired; and (ii) the Technical Assistance is not being provided to the ministry or agency for which that official or civil servant was working before going on leave or, in the case of resignation or retirement, unless a period of at least six (6) months (or any longer period established by the applicable rules for civil servants in the Government's

country) has passed since such resignation or retirement from that ministry or agency. As an exception, the Bank may agree that a professor or other expert from a Government-owned university, research center or similar institution may be hired as an Expert by UNESCO on a part-time basis without being on leave of absence without pay, provided such professor or other expert has been employed full-time by his or her institution for at least one (1) year prior to hiring by UNESCO and such hiring is justified for the services.

Standard of Performance

8. UNESCO (including Experts and Consultants) will carry out UNESCO's obligations under this Agreement with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices.

Removal and/or Replacement of Experts

9. Unless the Government otherwise agrees, no substitution of Experts shall be made.
 - a. If, for any reason beyond the reasonable control of UNESCO, it becomes necessary to substitute any of the Experts, UNESCO shall promptly propose a replacement with equivalent or better qualifications by submitting to the Government a copy of the proposed candidate's Curriculum Vitae (CV) for review and clearance. If the Government does not object in writing, stating a reasonable basis for its objection, within fourteen (14) days from the date of receipt of the CV, the Expert in question shall be deemed to have been accepted by the Government.
 - b. If the Government reasonably concludes that (i) any of the Experts have engaged in serious misconduct or (ii) the performance of any of the Experts is unsatisfactory, then the Government shall promptly share the sufficiently detailed information with UNESCO specifying the grounds therefore. If, after receiving the Government's written request, UNESCO investigates and confirms that the misconduct and/or the dissatisfaction with the performance of the Expert justifies his/her replacement, UNESCO will proceed with a replacement within the timeframe that is in line with the implementation schedule of this Agreement. Such a replacement shall be an Expert who possesses adequate or better qualifications following the process described in sub-paragraph (a) above. This shall be without prejudice to any privileges and immunities that may apply.

Documents Prepared by UNESCO

10. All plans, drawings specifications, designs, reports, other documents and software prepared by UNESCO for the Government under this Agreement shall belong to the Government and UNESCO. UNESCO shall, upon termination or expiration of this Agreement, deliver all such documents to the Government, together with a detailed inventory thereof. All ownership and title to any intellectual property rights resulting from UNESCO services under this Agreement, including but not limited

to, copyright and patent rights of any work developed by UNESCO shall be jointly owned by the Parties. Each Party shall have the right to exercise all rights of ownership without consent or permission from the other Party, nor liability for such exercise of ownership rights by the other Party.

Materials and Equipment

11. The purchase by UNESCO of any materials and equipment, including related non consulting services, that are necessary to provide the Technical Assistance, using funds provided by the Government under this Agreement ("Materials and Equipment"), will be done according to UNESCO's established procurement rules, regulations, policies, and procedures. UNESCO will consult with the Government as to the specifications and delivery schedules for the Materials and Equipment, if/as needed.
12. The cost of Materials and Equipment shall not exceed twenty five (25) percent of the Total Funding Ceiling. Any increase above twenty five (25) percent shall be subject to prior approval of the Bank.
13. The Parties shall agree on the timing and modality of the ownership transfer of any Materials and Equipment prior to the completion date of this Agreement. Any Materials and Equipment made available to UNESCO by the Government during this Agreement shall remain the property of the Government.

Insurance

14. Throughout the execution of this Agreement UNESCO shall maintain an appropriate insurance coverage against the following risks: third-party liability and third-party motor vehicle liability; accidental injury, sickness or death while performing official duties of the organization; and all-risk insurance against loss of or damage to Materials and Equipment purchased in whole or in part with funds provided under this Agreement until transferred to the Government. The cost of such insurance is deemed included in the Total Funding Ceiling.

ARTICLE III GOVERNMENT SUPPORT

Total Funding Ceiling

1. The Total Funding Ceiling is two million eight hundred and thirty-four thousand eight hundred and forty-three US dollars **2,834,843 USS**) and includes any tax obligations under this Agreement.
2. Cumulative disbursements shall not exceed the Total Funding Ceiling unless it is revised through a written amendment approved by the Bank. Disbursements are subject, in all respect, to the terms and conditions of the Financing Agreement; and no party other than the Government shall derive any rights from the Financing Agreement or have any claim to the Financing proceeds.

Payments

3. The Government shall be responsible for all payments under this Agreement.
4. UNESCO will submit Payment Requests using the template provided in **Annex V** and in accordance with the payment schedule set forth in **Annex IV** ("Payment Schedule").
5. The Government, in accordance with the Payment Schedule, will pay UNESCO the full amount set out in each Payment Request, by wire transfer, within ten (10) days of receiving it and will do so to the UNESCO account as designated in the Payment Request. All payments will be made in United States dollars.
6. UNESCO will maintain a separate identifiable budget code (ledger account) to which all UNESCO receipts and disbursements for the purposes of this Agreement will be recorded.
7. UNESCO shall not be required to commence or continue the provision of the Technical Assistance until UNESCO has received the payments due in accordance with the Payment Schedule and it shall not be required to assume any liability in excess of such payments.
8. Payments to UNESCO shall not prejudice the Government's right to dispute any amount claimed by UNESCO and to adjust any future payment by the amount in dispute and inform UNESCO accordingly.

Expenditures Eligible for Payment

9. The Parties agree that the cost of implementing the Technical Assistance includes: (a) direct costs, and (b) support cost at the rate set forth in **Annex VIII**.

Counterpart Staff

10. The Parties acknowledge the Government's commitment to the successful implementation of this Agreement and to that end the Government will provide qualified staff and other required inputs as agreed by the Parties in **Annex VII**.

ARTICLE IV REPORTING

Progress Reports

1. UNESCO will submit progress reports comprising (i) the narrative summary of the status of the activities, proposed revisions –if any- to the Technical Assistance and/or Work Plan, any implementation issues and proposed approach to address them, (ii) financial reporting on the use of funds, and (iii) the request for the next payment based on the planned activities and Work Plan.
2. Detailed reporting requirements and the frequency of the reports are set forth in **Annex VI**.
3. UNESCO shall retain all records (contracts, reports, invoices, bills, receipts and other documentation) relating to the Technical Assistance until at least four (4) years after the completion of the Agreement.

Financial Reporting (part of Progress Report)

4. UNESCO will keep accurate accounts and records in accordance with UNESCO's Financial Regulations and Rules and in such form and detail as to clearly identify all relevant charges and expenses made against the categories of the Total Funding Ceiling in **Annex III**.
5. All financial reports shall be expressed in United States dollars. UN Operational Rate of Exchange shall be used for converting expenditures made in other currencies.

Supplemental Reports

6. The Government may request UNESCO to provide additional information and/or clarifications in regard to the submitted reports to ensure that the payments are made for the agreed deliverables, outputs or results within the limits of its rules and regulations.

ARTICLE V FORCE MAJEURE

1. Either Party prevented by force majeure from fulfilling its obligations shall not be deemed in breach of such obligations. The said Party shall use all reasonable efforts to mitigate the consequences of force majeure. At the same time, the Parties shall consult with each other on modalities of further execution of the Agreement. Force majeure as used in this Agreement is defined as natural catastrophes such as but not limited to earthquakes, floods, cyclonic or volcanic activity; war (whether declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion, disorder; ionizing radiation or contaminations by radio-activity; and other acts of a similar nature or force.

ARTICLE VI TERM AND TERMINATION

Term of Agreement

1. This Agreement becomes effective upon the date of its signing by both Parties, whichever is last (Feb 2018), and will remain effective until [31 December 2021], unless extended by a written agreement between the Parties.
2. The provisions of this Agreement will survive expiration or termination to the extent necessary to permit an orderly settlement of accounts between the Parties.

Early Termination

3. This Agreement may be terminated by either Party upon sixty (60) days' of a written notice sent to the other and copied to the Bank.
4. Upon receipt by one Party of the other Party's termination notice, the Parties shall agree on the exit strategy to minimize any negative impact that can arise from an early termination of the Agreement and take all reasonable and necessary measures to complete as much of the activities as possible. The Parties shall also agree on the deadline for UNESCO to submit the last progress report, including reconciliation of accounts and settlement of any outstanding payments to UNESCO, including UNESCO's obligations to its Experts and Consultants and, if applicable, reimbursement for any reasonable cost incurred by UNESCO as a result of such early termination. In the event the amount of advanced funds exceeds the amount of accounted expenditures for the completed part of the Technical Assistance, UNESCO shall return the difference to the Government.
5. Without limiting the generality of the foregoing,
 - (a) UNESCO shall not be required to carry out any activity included in the Work Plan for which the funds have been requested but not paid for by the Government yet;
 - (b) UNESCO shall prepare the final progress report in accordance with **Annex VI**, as promptly as possible and no later than the agreed deadline for the last report as per paragraph 4 above.

ARTICLE VII TRANSPARENCY

1. The UNESCO *Pakistan* **Protection and Promotion of Cultural Heritage of Punjab for Sustainable Tourism and Economic Growth**. Account shall be subject exclusively to internal and external audit in accordance with UNESCO's Financial Regulations and Rules. The Parties acknowledge that UNESCO's financial books and records are routinely audited in accordance with the internal and external auditing procedures laid down in UNESCO's financial regulations and rules, and that the External Auditors of UNESCO are appointed by and report to the Governing Bodies of UNESCO, of which the Government is member. Throughout

the term of this Agreement, UNESCO will provide to the Government, with a copy to the Bank, copy of the audited accounts of UNESCO and the External Auditors' Report thereof within ten (10) days of these becoming public documents by reason of being presented to the UNESCO Executive Board.

- (a) In the event that the Government, UNESCO, or the Bank becomes aware of information that indicates the need for further scrutiny of the implementation of the Technical Assistance or use of the funds provided by the Government pursuant to this Agreement (including non-frivolous allegations that reasonably indicate the possibility that corrupt, fraudulent, coercive or collusive practices may have occurred), the entity that has become aware of such information will promptly notify the other two.
- (b) This information will be brought promptly to the attention of the appropriate official or officials at the Government, UNESCO, and the Bank (which in the case of UNESCO is the Director of the Internal Oversight Service of UNESCO).
- (c) Following consultation with the Government and the Bank, UNESCO will, to the extent the information relates to actions within the authority or accountability of UNESCO, take timely and appropriate action in accordance with its applicable regulations, rules, and administrative instructions, to investigate this information. For greater clarity on this matter, the Parties agree and acknowledge that UNESCO shall have no authority to investigate information relating to possible corrupt, fraudulent, coercive or collusive practices by Government officials or by officials or consultants of the Bank.
- (d) To the extent that such an investigation confirms corrupt, fraudulent, collusive or coercive practices have occurred and to the extent that remedial action is within the authority of UNESCO, UNESCO will take timely and appropriate action in response to the findings of such an investigation, in accordance with its accountability and oversight framework and established procedures, including its Financial Regulations and Rules, where applicable.
- (e) To the extent consistent with UNESCO's accountability and oversight framework and established procedures, it will keep the Government and the Bank regularly informed by agreed means of actions taken pursuant to this Article VII, paragraph 1, and the results of the implementation of such actions, including where relevant, details of any recovered amounts. Such recovered amounts, if any, shall be applied in the calculation of the final balances in the budget code (ledger account), or if such amounts are recovered after the date of the calculation and transfer of such final balances, the Government will consult with the Bank and provide payment instructions to UNESCO with respect to such amounts.
- (f) For the purposes of this Agreement, the following definitions shall apply:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
2. In the event that the Government or the Bank reasonably believes that UNESCO has not complied with the requirements of Article VII, paragraph 1 above, the Government or the Bank may request direct consultations at a senior level between the Bank, the Government and UNESCO in order to obtain assurances, in a manner consistent with UNESCO's oversight and accountability framework and respecting appropriate confidentiality, that UNESCO's oversight and accountability mechanisms have been or will be fully applied. Such direct consultations may result in an understanding between the Government, the Bank, and UNESCO, on any further actions to be taken and the timeframe for such actions. The Parties take note of Article XII of the Financial Regulations ("External Audit"), incorporated into the UNESCO Basic Text.
 3. The Government confirms that no official of UNESCO has received or will be offered by the Government any benefit arising from this Agreement. UNESCO confirms the same to the Government. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.
 4. The Parties agree and acknowledge that nothing in this Article VII shall be deemed to waive or otherwise limit any right or authority of the Bank or any other entity of the World Bank Group as set out in Section I of the applicable version of the Procurement Guidelines and the Guidelines for the Selection and Employment of Contractors, respectively, and incorporated by reference into the Financing Agreement, to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, collusive or obstructive practices by any third party, or to sanction or take remedial action against any such party which the World Bank Group has determined to have engaged in such practices; provided however that in this Article VII, "third party" does not include UNESCO. To the extent consistent with UNESCO's oversight framework and established procedures, and if requested by the Bank, UNESCO shall cooperate with the Bank or such other entity in the conduct of such investigations.
 5. (a) UNESCO requires any party (including, but not limited to, Contractors and Experts) with which it has a long-term arrangement or to which it intends to issue a purchase order or contract to disclose to UNESCO whether it is subject to any sanction or temporary suspension imposed by any organization within the World Bank Group. UNESCO will give due regard to such sanctions and temporary suspensions, as disclosed to it when issuing contracts in connection with the

provision of the TA or, the procurement of equipment or materials, if any, under this Agreement.

(b) If UNESCO intends to issue a contract in connection with the procurement or delivery of any of the TA activities under this Agreement with a party which has disclosed to UNESCO that it is under sanction or temporary suspension by the World Bank Group, the following procedure will apply: (i) UNESCO will so inform the Government, with a copy to the Bank, before signing such contract; (ii) the Government and the Bank then may request direct consultations at a senior level, if required, between the Bank, the Government and UNESCO to discuss UNESCO's decision; and (iii) the Bank may thereafter inform UNESCO by notice, with a copy to the Government, that the proceeds of the Financing may not be used to fund such contract.

(c) Any funds received by UNESCO under this Agreement that were to be used to fund a contract in respect of which the Bank has exercised its rights under Article VII, paragraph 5(b)(iii) above, shall be used to defray the amounts requested by UNESCO in any subsequent Payment Request, if any, or will be treated as a balance in favor of the Government in the calculation of the final balances upon completion or early termination of this Agreement.

ARTICLE VIII **INTERPRETATION; PRIVILEGES AND IMMUNITIES;** **SETTLEMENT OF DISPUTES BETWEEN THE PARTIES**

1. The Government shall apply to UNESCO, its property, funds and assets, and to its Experts, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies, including Annex IV paragraph 3.
2. The Government shall deal with any claim arising from the execution of this Agreement, which may be brought by third parties against UNESCO or its staff, or against any person performing services on behalf of UNESCO, and shall hold them harmless in respect of any such claim or liability, unless the Government and UNESCO should agree that the claim or liability arises from gross negligence or willful misconduct on the part of the individuals mentioned above.
3. Nothing contained in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNESCO under the UNESCO Constitution, the Convention on the Privileges and Immunities of the Specialized Agencies or any other international agreement.
4. This Agreement shall be governed by the UNIDROIT General Principles of International Commercial Contracts 2010. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

ARTICLE IX MISCELLANEOUS

Relation between the Parties

1. Nothing contained in this Agreement will be construed as establishing a relation of principal and agent between the Government and UNESCO. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

Language

2. This Agreement has been executed in English, which will be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

Headings

3. The headings contained in this Agreement are for reference purposes only, and will not limit, alter or affect the meaning or interpretation of this Agreement.

Authorized Representatives

4. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Government or UNESCO may be taken or executed by the authorized representatives as follows:

(a) If by the Government

*Secretary P&D, Ministry of Planning and Development Department,
Government of Punjab*

(b) If by UNESCO:

*Vibeke Jensen, Representative/Director
in Pakistan.*

Notices

5. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement will be in writing, and addressed and delivered in person with written acknowledgment of receipt or sent by registered mail or facsimile to such Party as follows:

(a) If to the Government:

*Ministry of Secretary P&D, Planning and Development Department,
Government of Punjab*

tel: 92-42-99210017/99210109

fax: 92-42-99210182
email : secretary@pndpunjab.gov.pk

Attn: The Director, Project Coordination Unit, Planning and Development
Department, Government of Punjab.
(b) If to UNESCO:

UNESCO Pakistan Country Office

tel: 92-51-2600242-49
fax: 92-51-2600250
email: v.jensen@unesco.org

Attn: The UNESCO Representative in Pakistan

Notices to the Bank

6. Any notice, request or consent required or permitted to be given or made to the Bank, as the case may be, pursuant to this Agreement will be in writing, and sent by registered mail or facsimile as follows.

The World Bank
1818 H Street, N.W.
Washington, D.C. 20433
United States of America
tel: []
fax: []
email: []

Notices Effective

7. Notices will be deemed effective as follows:


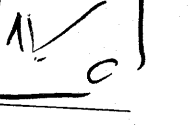
- (a) in the case of personal delivery, on delivery as per date of the written acknowledgement;
- (b) in the case of registered mail, fourteen (14) days after being sent;
- (c) in the case of facsimiles, forty-eight (48) hours following confirmed transmission.

Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in paragraph 5 above.

Amendment and Modification

8. This Agreement may be amended or modified only by written agreement of the Parties, and any substantial modification or amendment agreed between the Parties

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

The Government of Secretary, Planning & Development Department	The United Nations Educational, Scientific and Cultural Organization (UNESCO)
By: 	By: 
Name: Iftikhar Ali Sahoo, PAS	Name: Vibeke Jensen
Title: Secretary P&DD	Title: Director/Representative
Date : []	Date : []

Annex I

Description of the Technical Assistance

Notes: This Annex is based on the proposal prepared by UNESCO for the Government to facilitate the Parties' discussion regarding entering into this Agreement ("Project Document")

Description of the Technical Assistance shall include the following:

1. Objectives and expected deliverables, outcomes and results of the Technical Assistance

The Project is conceived to contribute to the economic potential of tourism to the cultural and religious heritage sites and areas in their vicinity in Punjab. UNESCO, guided by its international instruments on conservation and management and capitalizing its over 70 years of experience will engage its network of local and international experts/institutions to support the Government to introduce sustainable management policies of the cultural and religious sites and museums, to further contribute to protection of the cultural heritage. The Outcomes will be achieved by delivering a number of key tasks, such as developing the site and museum management plans, building the capacity of the relevant staff to follow international best practices of conservation management, and linking the benefits of cultural tourism to the local communities through skills and enterprise development opportunities.

Outcome-1: Selected Cultural, Religious Sites, and museums, protected through sustainable management policies, plans, and practices in the context of broader institutional reform.

Outcome-2: Economic growth and pluralism evidenced as a result of heritage protection and promotion.

The following sites are selected as part of the Project:

Phase 1:

- Taxila World Heritage Site Stupas at Top Mankiala (Buddhism)
- Katas Raj (Hinduism)
- Gurdawara Rori Sahib, Emanabad Gujranwala (Sikhism)
- Darbar Sahib, Kartarpur, Narowal (Sikhism)
- Gurdawara Sacha Sauda, Farooqabad (Sikhism)
- Uch Sharif (Islam)

In addition, Lahore Museum and Taxila Museum are also included..

2. Description of main activities (or tasks) to be carried out by UNESCO Output-1.1: Site Management Plans for the protection and management of the selected properties Developed.

Activity-1: Work closely with the key stakeholders to define and assess the heritage and spiritual value of the properties, the site management plans, aim to protect and manage.

Activity-2: Identify the, issues associated with the conservation & management, monitoring & maintenance and site visitation of the heritage properties and undertake detailed documentations and assess heritage impact of the social, urban and environmental pressures

Activity-3: Organize consultative workshops engaging the relevant stakeholders finalize site management plans and work closely with other relevant partners of the project to ensure quality assurance to the detailed plans, developed under the bigger tourism project.

Activity-4: Develop and finalize the site management plans focusing on the sustainable protection and management of the properties as well as contributing and informing the broader management plans, developed under the bigger tourism project, specifically in the areas of municipal services, economic development and urban regeneration. The management plans shall only be focusing on those aspects contributing to the cultural and heritage value of the properties.

Output-1.2: Management plans for Taxila and Lahore Museums developed.

Activity-1: Review the existing management systems of Museum with specific focus on governance, Collection management, primary functions, human & financial resources.

Activity-2: Organize consultative workshops engaging the relevant stakeholders to finalize the Management plan for the museum.

Activity-3: Based on the findings of the review and consultation draft and finalize the management plans.

Activity-4: Organize training Workshops for Museum Staff on Conservation and Management of the museum collection

Output-1.3: Technical capacity of the conservation practitioners, institutions and communities enhanced in protection & management of the sites.

Activity-1: Carry out a comprehensive training needs assessment

Activity-2: Organize training workshops engaging site attendants, site managers and other relevant institutions in the areas of conservation, site management and monitoring.

Output-2.1: The cultural & creative Industries documented and promoted in the target areas.

Activity-1: Undertake awareness raising meetings and studies to document the cultural and creative industries in the target areas.

Activity-2: Organize training workshops in selected trades, creative industries and basic conservation of heritage sites, engaging young artists, performers, craft-persons, creative entrepreneurs, tour-guides etc

Activity-3: Organize exhibitions and promotional events engaging creative entrepreneurs, artisans, performers etc. to develop entrepreneurial skills and market linkages.

Output-2.2: Respect for cultural diversity and pluralism promoted through formal and informal education

Activity-1: Engage teachers in training workshops on integrating heritage into teaching and learning.

Activity-2: Engage children of local schools in exploring and understanding the diverse cultures, beliefs and world views in creative ways.

Activity-3: Produce and disseminate the resource material on highlighting the common history and values associated with the selected sites.

Output-2.3: The heritage Component for the overall communication strategy developed

Activity-1: Organize consultative meetings and workshops to develop the heritage part of the overall communication strategy

Activity-2: Produce & disseminate programs and public service messages on heritage value & rapprochement of culture through appropriate media

Output-2.4: Capacity of Lahore and Taxila Museums strengthened to promote inter-cultural dialogue, transmit knowledge and contribute to tourism.

Activity-1: Develop online gallery of collections and virtual tours for Lahore and Taxila Museums.

Activity-2: Organize two high standard exhibitions at Taxila and Lahore Museums on cultural pluralism in Punjab.

Annex II

Work Plan and UNESCO's Team

Part I: Work Plan

		2018				2019				2020				2021			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	Inception Phase	X	X														
Outcome 1: Cultural and religious sites & museums protected through sustainable management practices																	
1.1	Site Management Plans for the protection and management of the selected properties Developed			X	X	X	X	X	X	X	X	X	X	X	X		
1.2	Management plans for Taxila and Lahore Museums developed				X	X	X	X	X	X	X						
1.3	Technical capacity of the conservation practitioners, institutions and communities enhanced in protection & management of the sites				X	X	X	X	X	X	X	X	X	X			
Outcome 2: Economic development and pluralism evidenced as a result of heritage promotion																	
2.1	The cultural & creative Industries documented and promoted in the target area				X	X	X	X	X	X	X	X	X	X	X	X	X
2.2	Respect for cultural diversity and pluralism promoted through formal and informal education					X	X	X	X	X	X	X	X	X			
2.3	The heritage Component for the overall communication strategy developed				X	X	X	X	X	X	X	X	X				
2.4	Capacity of Lahore and Taxila Museums strengthened to promote inter-cultural dialogue, transmit knowledge and contribute to tourism			X	X	X	X	X	X	X	X	X					
Reporting				X		X				X				X			X

Part II – UNESCO's Team

(1) List of Experts, titles, time input and period of engagement (Tentative)

N°	Name of Expert ³	Area of Expertise	Activity/ Position Assigned	Expert's input (in the form of a bar chart by month)						Total Expert Months		
				1	2	3	4	5	6	Home	Field	total
1		Heritage Conservation planning & Management specialist		X	X	X	X	X		3	2	
2		Anthropologist/Tourism planner with expertise in community engagement		X	X	X	X	X		3	2	
3		Historical Archeologist with expertise in conservation planning		X	X	X	X	X		3	2	
4		Architectural/structural Engineer with expertise in urban planning and religious sites		X	X	X	X	X		3	2	
5		Curator/Museologist with specialization on conservation/developing interpretation plans and exhibitions		X	X					1	1	
6		Heritage Site Management Expert with specialization in International instrument (Convention-Charters) policy & Governance		X	X	X				2	1	
7		Museum Management and Planning expert		X	X					1	1	
8		Cultural and creative Industries specialist		X	X	X	X	X		3	2	
9		Expert on Marketing Research and business models		X	X	X				2	1	
10		Communication Expert on Heritage		X	X					1	1	

³ In many cases, only the names of UNESCO staff can be listed at the time of Agreement signing. For external experts/consultants whom UNESCO can select only after the Agreement signing, position titles, brief summary describing each position and key qualification requirements will be included in this Annex. UNESCO will provide the Government with the names of the consultant(s)/expert(s) promptly after they are selected/contracted by UNESCO.

11		Master Artisans in various arts and craft		X	X	X	X	X		3	2	
12		Heritage Educational specialist		X	X	X				2	1	

(2) **Brief description of each position of Experts included in the table above**

This detail will be established during the inception phase

(3) **CVs of the listed Experts** *[or key qualification requirements for external Experts who are not yet selected at the time of this Agreement signing]*

This detail will be established during the inception phase

Part III - Working Hours and Holidays for UNESCO Experts

[UNESCO's procedures established for the duty station country shall apply. UNESCO is to include information on working hours and official public holidays for the country for which this Agreement is being discussed with the Government]

Working Hours: 800hrs to 1645hrs (Mon to Thu)

800hrs to 1230hrs (Fri)

Annex III

Total Funding Ceiling

(Estimate of Total Cost of the Technical Assistance)

Outcome, output and/or key activity	Year 1	Year 2	Year 3	Year 4	Total (US\$)
Inception Phase	9,625				9,625
Outcome 1 Cultural and religious sites & museums protected through sustainable management practices	453,375	322,708	0	0	776,083
Site Management Plans for the protection and management of the selected properties Developed	328,927	143,547			472,474
Management plans for Taxila and Lahore Museums developed	23,119	38,128			61,247
Technical capacity of the conservation practitioners, institutions and communities enhanced in protection & management of the sites	101,329	141,033			242,362
Outcome 2: Economic development and pluralism evidenced as a result of heritage promotion	301,417	460,161	537,400	167,295	1,466,273
The cultural & creative Industries documented and promoted in the target area	250,000	416,500	456,780	160,275	1,283,555
Respect for cultural diversity and pluralism promoted through formal and informal education	1,310	34,663	55,480	3,042	94,495
The heritage Component for the overall communication strategy developed		8,998	25,140	1,588	35,726
Capacity of Lahore and Taxila Museums strengthened to promote inter-cultural dialogue, transmit knowledge and contribute to tourism	50,107			2,390	52,497
Subtotal - direct Costs	764,417	782,869	537,400	167,295	2,251,981
Staff cost and Travel (Staff engaged to backstop the project & Travel cost for Monitoring and Implementation)	77032	79514	77782	45656	279,984
Contingencies: 2.4% of the total budget to meet the unforeseen items during implementation (security, communication, utilities already not charged in the budget)	17202	17202	17202	17202	68,808
Indirect Costs (9%)	77,279	79,163	56,915	20,714	234,071
Total	935,930	958,748	689,299	250,867	2,834,843

Requirements

- (a) Totals for each category include contingencies.
- (b) UNESCO may re-allocate within each category. Re-allocation between the categories in the amount exceeding 10% of the category's total requires prior approval of the Government.
- (c) The TOTAL is the Total Funding Ceiling. It cannot be changed without written amendment to this Agreement and a prior no objection by the Bank.
- (d) "Miscellaneous"- any item included under this category must be for the purpose of execution of this Agreement.
- (e) "Contingency" - includes a contingency for UNESCO staff statutory increase for contracts longer than 12 months in duration. In case of statutory increase related to UNESCO staff, the funds will be re-allocated to the relevant budget category. Only upon re-allocation of funds from the "Contingency" to the corresponding budget category, will the budget for "Support costs" be adjusted accordingly. Otherwise, "Contingency" is not included in the "Sub-total: direct costs" amount that is used to calculate the "Support costs".

Notes:

The above template is suitable for time-based assignments when the payments are made for the actual time spent by UNESCO Experts for provision of the Technical Assistance.

For the assignments where the outputs are delivered in a form of reports or documents, and the payments are made in a form of lump sum installments against specific outputs/deliverables, the budget breakdown in this Annex shall be supplemented by an activities' breakdown table.

Annex IV

PAYMENT SCHEDULE

[insert payment schedule agreed by the Parties for the specific Agreement]

- 1) 1st payment an advance payment in the amount of US\$500,000.00 will be made upon signing of the agreement
- 2) 2nd payment (the remaining part of the first year estimate as per Total Funding Ceiling in Annex II) in the amount of US\$435,930.00 will be made –upon submission of Inception Report.;
- 3) All subsequent payments will be made based on the annual Progress Reports that include a refined budget estimate for the next reporting period in accordance with Annex VI of this Agreement. .
 - a. 3rd payment US\$958,748 Upon the submission of 1st Progress report and SMPs
 - b. 4th Payment US\$689,298 upon submission of 2nd progress report and SMPs
 - c. 5th and final Payment US\$ 250,867 upon the submission of 3rd progress report

Annex V

Payment Request Template



United Nations Educational, Scientific and Cultural Organization

Organisation des Nations Unies pour l'éducation, la science et la culture

7 place de Fontenoy, 75352 Paris 07-SP, France
Telephone: international (33) 1 45.68.10.00

Main fax: 01.45.67.16.90.
Direct fax: 01.45.68.55.07.

Name of Project: _____

IBRD Loan/IDA Credit/Grant No: _____

Loan/Credit/Grant Closing Date: _____

Claim for Calendar Period: Beginning and ending

DESCRIPTION	AMOUNT in US\$
<p>INVOICE No: xxxxx Date:</p> <p>Please transfer the [insert: advance upon signing/Inception report installment/3d payment.....] in amount of USD xxxxxx as per Annex V "Payment Schedule" to UNESCO's account at Citibank quoting the reference 700xxxxxx:</p> <p>Citibank, N.A. Branch 940-New York 111 Wall Street New York, NY, 10043 USA Account n°: 36378785 SWIFT: CITIUS33 ABA: 021000089</p>	<p>USD xxxx</p>
TOTAL	USD xxxxxx

xx xxxx

Senior Accountant

Note: any Payment Requests subsequent to the payment based on Inception Report shall be accompanied by a progress report as per requirements of Annex V

Annex VI

REPORTING REQUIREMENTS

UNESCO shall submit the following reports/deliverables:

1. Inception Report that shall include:
 - (a) Any information missing in Annex I and Annex II at the time of Agreement signing and detail mobilization arrangements and plans to ensure timely startup of the Technical Assistance implementation;
 - (b) The names and CVs of those Experts who were not in place at the time of the signing (and only positions were listed) but who shall be mobilized within the first 6 months; and
 - (c) Payment Request for the remaining amount of the first year budget estimate.
2. Progress Reports shall be submitted on an annual basis, within 15 business days after the end of the 12 months reporting period.

Each Progress Report shall be based on Annex I and include:

- (a) Narrative summary of the status of activities to demonstrate the linkage between the payments made under this Agreement and deliverables, outputs or results in Annex I;
- (b) Financial reporting on the use of funds (in the same format as used for the budget estimates in Annex III), certified by UNESCO (see below); and
- (c) Forecast of estimated expenditures for the next reporting period of 12 and the refined budget *months* and the Payment Request for the same estimated amount. (In the case of the last, final Progress Report, a reconciliation of accounts and any balances due to any Party shall be included instead of the forecast.)

Certification by UNESCO:

"We hereby certify that the above amounts have been paid for the proper execution of the Project in accordance with the terms and conditions of the Agreement. All documentation authenticating these expenditures has been retained by UNESCO and will be available to UNESCO External Auditors for examination in the course of the audit of UNESCO's Financial Statements.

Certified by: _____
Name and Title: _____
Date: _____"

ANNEX VII

Counterpart Staff, Services, Facilities and Property to Be Provided by the Government

The Parties agree that the Government commits to provide, at its own expense and at no cost to UNESCO, the following inputs to facilitate successful implementation of this Agreement:

- (a) Government Staff (qualified experts to work with UNESCO team): *The Government shall assign a coordinator who would be responsible for the day-to-day interaction with and coordination of work with UNESCO's team of experts, and serve as a focal point for the Government for this Agreement.*
- (b) Surveys and Technical Inputs: the detailed plans that include municipal services, economic development and urban regeneration will be prepared by the government consultants for UNESCO to review for quality assurance and use as inputs into UNESCO's work on Outcome 1 (development of site management plans focusing on the cultural aspects)
- (c) Services ["n/a"]
- (d) Facilities: *proper office space for two UNESCO staff including Project Coordinator and project Assistant, meeting and conference rooms. To be provided not later than within one month from the signing of the Agreement*
- (e) Property: *Work station with computer equipment, printing facilities, basic furniture materials, proper commuting facility for official purpose. To be provided not later than within one month from the signing of the Agreement*
- (f)
- (g) "n/a"

ANNEX VIII

UNESCO SUPPORT COSTS

I. Support Costs for this Agreement is 9 %

II. Summary of Current Policy on Project Servicing Cost Rates

UNESCO's Cost Recovery Policy is based on the principle that all resources required for the proper implementation of an extra-budgetary project should be budgeted for and charged to that project. When Regular Programme resources are used for implementing an extra-budgetary project, the related costs should be reimbursed to the Regular Programme. The Guidelines on the Cost Recovery Policy and Budgetary Aspects of Extra-budgetary Projects build on these principles to ensure sufficient resources are planned for projects through comprehensive budgets to enable the organization achieve its expected results.

Extra-budgetary Projects Indirect variable costs should be recovered in full from extra-budgetary projects in one way or another, as a percentage rate or even as a cost component of the direct costs of the project.

Currently UNESCO recovers these costs by applying a Programme Support Cost (PSC) rate (i.e. a percentage of the project's total expenditure). The standard PSC rates are:

[1] 13% – standard rate;

[1] 8% – equipment;

[1] 10% – donor-funded special accounts; [1] 7% – Delivering as One pilots, Multi-Donor Trust Funds and United Nations Joint Programmes (provided that the costs which would have normally been covered by the PSC rates are charged as direct costs to the project);