

**Partnership Agreement**  
*between*



**The United Nations Educational, Scientific and Cultural  
Organization**

7, place de Fontenoy  
75352 Paris 07 SP  
France

**represented by**

Abdul Waheed Khan  
Assistant Director-General for Communication and Information

hereinafter referred to as "UNESCO"

*and*

**Talal Abu-Ghazaleh Organization**

An international corporation having its registered office at  
Abdul Rahim Al-Waked  
Bldg. No. 26, Shmeisani  
Amman 11192  
Jordan

represented by

Talal Abu-Ghazaleh  
Chairman, Talal Abu-Ghazaleh Organization  
hereinafter referred to as "the Partner" or "TAGOrg"

UNESCO and the Partner together hereinafter referred to as “the Parties”;

**Whereas** UNESCO is seeking to mobilize partners from civil society, and especially from the private sector, in order to achieve its strategic goals and programme objectives concerning building Knowledge Societies and promoting the use of Information and Communication Technologies (ICTs) to support education, science and culture;

**Whereas** TAGOrg is committed to working with UNESCO to develop strategies for enhancing education in the Arab region, in line with UNESCO’s priorities and objectives, and in view of TAGOrg’s expertise in ICT training and teaching;

**Whereas** TAGOrg has been in discussion UNESCO exploring the possibility of joint efforts between the organizations to promote multilingualism on the Internet and to further the development of Internet Domain Names in Arabic script;

**Whereas** TAGOrg is interested in making available its corporate resources and networks to assist UNESCO in the overall goal of building the Knowledge Societies and promoting the use of ICTs for education and for teachers;

**Whereas** In conjunction with the activity, TAGOrg and UNESCO have had discussions regarding the possibility of implementing a joint project entitled Building Arab Knowledge Societies (the “Joint Project”); and

**Whereas** The Parties contemplate that the detailed terms and conditions of the Joint Project will be agreed upon between the Parties after evaluation of the feasibility of the Joint Project and will be set forth in a definitive agreement which will be executed between the Parties in the event they agree to proceed with the Joint Project (the “Definitive Agreement”).

**Now therefore, the Parties hereby agree as follows:**

#### **Article 1 – Purpose**

By the present Agreement the Parties determine the conditions and modalities according to which UNESCO and the Partner agree, through joint and concerted cooperation, to carry out common initiatives to achieve their shared objectives through the Communication and Information Sector’s programme to build Knowledge Societies and to promote the use of Information and Communication Technologies (ICTs) to support education, science and culture.

#### **Article 2 – Scope of Agreement**

- 2.1 The present Agreement provides a strategic framework within which the Parties agree to cooperate to contribute to building Knowledge Societies. The Agreement defines: the institutional aspects of the partnership: the outline of current or future projects and initiatives being contemplated by the Parties (referred to collectively as “Projects”); a structure for future cooperation; and, general conditions that will govern the cooperation.
- 2.2 The Parties will ensure that their collaboration occurs at the appropriate level within their organizations and will consult national governments and authorities where appropriate. The Parties will negotiate to finalize the terms of any subsequent agreement(s) that are required to give effect to a specific project or the undertakings set out in this Agreement.

### **Article 3 – Areas of joint cooperation**

The Parties have indentified the following areas where their cooperation and partnership can provide significant benefits to society and communities everywhere, and especially in developing countries:

- 3.1 Develop a committee to prepare an action plan to work on "Arab Information Society Status and action report" under the guidance of Assistant Director-General for Communication and Information and the Chairman of TAGOrg;
- 3.2 Prepare an implementation strategy for UNESCO's ICT competency framework for teachers;
- 3.3 Organize jointly an event on multilingualism and internationalized Internet Domain Names;
- 3.4 Develop strategies for increasing the availability of multilingual content on the Internet; and
- 3.5 Support activities, provide grants and/or establish any such other project as may be Agreed upon between the parties.

### **Article 4 – Joint Projects**

- 4.1 The Parties will conclude, for each agreed concrete project a separated Project Agreement, including the budget and the implementation modalities for the activity in question, including provisions for monitoring and reporting. Where the Parties agree, this may be done, with reference to the present Agreement, by an exchange of letters detailing the deliverables under the activity, and the respective responsibilities and obligations of the Parties.
- 4.2 Each Project Agreement will determine, in particular:
  - (i) the goals and the nature of the project,
  - (ii) the activities involved in the project,
  - (iii) the specific responsibilities and obligations of the Parties,
  - (iv) the specific modalities and conditions for the execution of the project including evaluation,
  - (v) the budget for the project, indicating each Party's contribution if applicable,
  - (vi) the payment schedule for the Partner's contributions,
  - (vii) the eventual attribution of and use by the Parties of the intellectual property results and rights generated by the project.

### **Article 5 – Obligations of UNESCO**

- 5.1 UNESCO agrees to execute the terms of the present Agreement as per Article 2 and 3.
- 5.2 If the Partner provides a financial contribution, UNESCO will disburse the funds in the framework of the present Agreement and in accordance with UNESCO's Financial Regulations and Rules, including those pertaining to the programme support costs. UNESCO shall not commit any funds before the Partner makes the corresponding deposits into the relevant bank account and as agreed to in the relevant project agreement.
- 5.3 UNESCO agrees to execute each project in accordance with the corresponding Project Agreement and whenever applicable the related budget.
- 5.4 UNESCO will inform the Partner of UNESCO events or projects to which the Partner could be potentially associated towards advancing the respective goals of the Parties in this Agreement.

### **Article 6 – Obligations of the Partner**

- 6.1 The Partner agrees to execute the terms of the present Agreement as per Article 2.
- 6.2 Whenever the Partner will make a financial contribution, the funds will be deposited according to payment schedules agreed between the Parties in UNESCO's bank account either in Euros or in USD and will be treated according to UNESCO's Financial Regulations and Rules, including those pertaining to the programme support costs.
- 6.3 The Partner's obligations, for each project, will be defined within the Project Agreement.

### **Article 7 – Project Support**

- 7.1 The Partner may call upon, with UNESCO's agreement, experts or consultants who will be charged with follow-up and evaluations which could lead to concerted decisions to rectify, adjust or amend either the operational activities or their methodology, subject to UNESCO's agreement.
- 7.2 The Partner may carry out technical enquiries, to which UNESCO may wish to associate itself, by sending teams on site. The Partner, in this capacity, may make any recommendations it deems necessary. The Parties will consult each other to insure that the recommendations are implemented effectively.

### **Article 8 – The Partnership Governance/Consultation Mechanism**

When required, UNESCO and the Partner will form a consultation mechanism (i.e. Steering Committee) made up of representatives from each Party, and responsible for monitoring the development and progress of the Partnership. This is usually based on consultation between the Partners.

Membership, functions and logistics related to the actual functioning of the above-mentioned Steering Committee will be defined jointly by the Parties following further consultation which should then be detailed in an Annex to the present Agreement.

## Article 9 – Communication and media activities

- 9.1 Communication, promotion, awareness raising and outreach will be key components of the Partnership. The parties will closely cooperate for the planning, implementation, monitoring and evaluation of all communication activities related to the areas of joint co-operation. These activities shall be based on a Communication Plan covering the duration of this Agreement and jointly agreed by the parties. In implementing the Communication Plan, parties will afford each other reasonable time to fulfill agreed tasks.
- 9.2 The Partner shall provide UNESCO with the requisite resources to implement the Communication Plan.
- 9.3 Each party shall provide publicity to the Project by mentioning the other party and by including the other party's name and/or logo in all relevant publications related to this Agreement. In particular, the parties shall:
- develop consistent co-branding standards that allow to accelerate the handling of requests for the use of the other party's name or logo;
  - define consistent cross-referencing and linking standards for posting regular updates on the project on the parties' respective Internet websites and portals.
- 9.4 The Partner will develop various supporting communication measures to foster publicity for, and broad public awareness about, the areas of joint co-operation. The Partner will make available to UNESCO pertinent publicity material for distribution through UNESCO channels.
- 9.5 The Partner shall provide UNESCO regularly with qualitative and quantitative information pertaining to the assessment of the impact of activities it carries out in connection with the present Agreement, notably as regards visibility provided to UNESCO amongst specific target audiences.

## Article 10 – Notification

10.1 The addresses for service of notices under the present Agreement shall be:

**For UNESCO:**

**Name:** Abdul Waheed Khan  
**Title:** Assistant Director-General for  
Communication and Information  
**Tel:** 01.45.68.43.20  
**Fax:** 01.45.68.55.81

**For the Partner:**

**Name:** Miss Hams Madanat  
**Title:** Executive Director,  
Internal Training  
**Tel:** + 00 9626 5100 900  
**Fax:** + 00 9626 5100 901

10.2 Each Party shall inform the other Party immediately of any modification of the above address.

## Article 11 – Duration

The present agreement enters into force upon signature by the parties, and remains in force for three years. Three months before the date of expiration of this Agreement, the Parties will mutually decide on whether or not to extend the present Agreement.

## **Article 12 – General Conditions**

### **12.1 Use of the Name, Emblem or Official Seal 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.

### **12.2 Status of UNESCO**

Supporting the objectives of UNESCO and of the United Nations Organization, 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 directly 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.

### **12.3 Status of the Partner**

Nothing in this Agreement shall be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement or other similar relationship. Neither the Partner nor anyone whom it may employ shall be considered as an agent of UNESCO or a member of the staff of UNESCO and, except as otherwise provided herein, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit UNESCO to any expenditure or other obligations.

### **12.4 Conformity with Laws**

The Partner agrees to respect the laws of the country it is operating in 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 have its members, been convicted of any crimes and that there are currently no lawsuits or legal actions being taken against it. Should this happen, The Partner undertakes to notify UNESCO immediately.

### **12.5 Privileges and Immunities of UNESCO**

Nothing in or relating to the present Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO. The Partner shall hold harmless, defend and indemnify UNESCO against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes occurring under the present Agreement and which arise out of acts or omissions of The Partner.

### **12.6 Assignment**

None of the Parties shall assign, transfer, pledge or make other disposition of the present Agreement or any part thereof or of any of their rights, claims or obligations under the present Agreement except with the prior written approval of the other Parties. Any of the aforementioned actions taken without such written approval shall not be valid.



## 12.7 Settlements of Disputes

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 arrived at, any dispute shall be arbitrated according to the rules defined by UNCITRAL (United Nations Commission on International Trade Law).

## 12.8 Termination

**12.8.1** Should either Party fail to meet its obligations, the other Party may terminate the present Agreement upon 3 (three) months' written notice to the other Party. The same will apply with respect to incidents making the realization of the Project extremely hazardous. In particular, the Partner may withdraw from the Project and cease all financial contributions if the funds it has contributed have not been directly available to the Project.

**12.8.2** Upon the termination of the present Agreement, The Partner shall not use UNESCO's name, emblem or official seal, or any abbreviation of the name of UNESCO, for promoting the Project or any other purposes.

**12.8.3** Upon the termination of the present Agreement, The Partner shall inform all relevant, past, actual or potential partners (including all persons or bodies that have been informed by The Partner of UNESCO's participation in the Project(s)), that UNESCO (i) has terminated its Agreement with The Partner, (ii) is no longer participating in the Project(s).

## 12.9 Amendment

This Agreement, including this provision, may not be waived, modified or changed in any manner except by a written amendment signed by each of the parties hereto.

## 12.10 Non-Exclusivity

It is understood that this Agreement does not confer the Partner any exclusivity regarding activities such as those covered by this Agreement, and the Partner accepts that UNESCO is currently collaborating on similar activities worldwide with other partners.

Done at Paris

In two original copies

9 August 2009

For UNESCO:



Abdul Waheed Khan  
Assistant Director-General for  
Communication and Information

For the Partner:



Talal Abu-Ghazaleh  
Chairman, TAGOrg