

Contract No.:

ACTIVITY-FINANCING CONTRACT

THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION
(hereinafter called 'UNESCO')
7, place de Fontenoy, 75352 Paris 07 SP - France

and Dominican Youth Environment
Organisation Inc
P.O. Box 780
Roseau, Commonwealth of Dominica
Attn: Marvau Didier
(hereinafter called 'the Contractor')

Identification Number:
VAT Registration Number:

hereby agree as follows:

Article I.

1. OBLIGATIONS OF THE CONTRACTOR

(a) The Contractor shall:

Within the framework of Youth Visioning for Island Living, an initiative of the Small Islands Voice cross cutting project, in close collaboration with the Science/CSI, Section for Youth, Culture, Communication and Education sectors, undertake a series of activities to promote proper waste management practices, and in particular:

1. Engage residents of Gutter Village in raising awareness of improper waste management practices. Specific activities to include: creation and distribution of flyers depicting harmful waste management practices; 2 workshops for children on proper waste management, presentation of a PowerPoint slide show in the village square depicting with photos the effects of harmful waste disposal practices;
2. Coordinate a clean-up campaign in Gutter Village. Specific activities to include: creation of a schedule for heavy garbage day with the Local Solid Waste Management Office; organisation of clean-up activities
3. Hire a videographer to obtain footage of activities and interview participants and take digital photos of the activities and the areas to be cleaned, both before and after
4. Prepare a report, accompanied by digital photos, featuring the event;
5. Investigate and report on ways of making the activity an annual event, possibly with local support;
6. Evaluate the effectiveness of the activity with repeat photographs before the campaign and three months after the campaign, and interviews with a minimum of ten residents 3 months after the campaign;
7. Submit to UNESCO Headquarters by 15th June 2005 a work plan in electronic form detailing the specific activities and a time schedule, and the itemized budget;
8. Submit to UNESCO Headquarters by 15 January 2006 a final report in hardcopy and electronic form with text and digital photos featuring the activities, the video footage obtained by hired videographer, an evaluation of the activities and their effectiveness and a certified financial statement indicating the manner in which UNESCO's contribution was spent.

UNESCO, on its part, will contribute a total of US\$ 2250 (Two thousand two hundred and fifty US Dollars) to undertake the above activities.

Any amount unspent or unaccounted for by **15 January 2005** shall be returned to UNESCO Headquarters in the same currency.

Article I. *[activity to be performed, continued]*

- (b) The Contractor undertakes to publicize the financial support of UNESCO in the following manner:

Acknowledge the contribution made by UNESCO and display the symbol of UNESCO in all publications and materials that are the outcome of this training.

2. OBLIGATIONS OF UNESCO AND CONDITIONS THEREOF

- (a) The financial obligations of UNESCO shall be set at the maximum indicated in Article III.2 below.
- (b) The activity to be performed by the Contractor shall be financed by UNESCO, in accordance with its financial regulations and the terms and conditions laid down in this agreement. In particular, the last payment foreseen in this contract will be conditional on submission by the Contractor to UNESCO of an itemized financial statement certified by the Contractor together with any required supporting documentation.

Article II. Duration of contract

- (a) If the contract is not signed by the Contractor and returned to UNESCO by **15 June 2005** 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 UNESCO is satisfied that the activity has been completed by the Contractor or otherwise, at the latest, the deadline corresponding to the final payment indicated in Article III.2 below.
- (c) After expiration of the contract, the Contractor cannot claim payment for an activity or phase of activity not performed on time as stipulated in Article III.2 below.

Contract No.: **AFC/SCI/05/001 – 850.012.5****Article III. Conditions of payments**

1. TOTAL FEE AND CURRENCY

UNESCO shall pay the Contractor a financial support for the total amount of US\$ 900 (nine hundred US Dollars). All payments shall be made in the currency of the contract.

UNESCO shall not make any payments which are due under this contract to anyone other than the contracting party(ies) hereto.

2. INSTALMENTS

The financial support is payable in the following instalments only upon certification by the UNESCO Officer responsible for this contract of satisfactory fulfilment by the Contractor of the conditions corresponding to each payment:

Payment No.	Upon submission to and approval by UNESCO of the following work	Article I Reference	Latest date for submission	Amount	Currency
1	Signed contract together with detailed work plan and budget breakdown	I.1.(a).7.	15/06/2005	2025	US\$
2	Digital photos, video footage, final report with the certified financial statement covering US\$ 2250 provided by UNESCO together with original supporting documents	I.1.(a).8.	15/01/2006	225	US\$

The amount of advance payments shall not exceed the expenses which the Contractor will need to pay before completion of the activity phases referred to in Article I.1(a) above. Last payment (minimum 10% of the contract) shall only be processed after receipt of a financial statement and acceptance of work.

3. CONTRACTOR'S RESPONSIBILITIES

The contractor undertakes:

- (a) to maintain detailed, complete, accurate and up-to-date records and documentation in respect of all expenditure incurred under this contract and to ensure that any obligations entered into and all disbursements made are in conformity with the contract. For each payment, the documentation shall include the project designation (e.g. purpose and name of the activity or project), the payee, the amount, purpose, and date of the disbursement. Original bills, invoices, receipts and any other supporting documentation pertinent to the transaction shall be kept for five years after the termination of the contract;
- (b) **Before the last instalment is paid**, to provide UNESCO with an itemized financial statement in respect of UNESCO's contribution certified by the Chief Executive Officer of the body implementing the contract as well as by:

[Please tick in an appropriate box]

- the Chief Financial Officer of the responsible ministry;
- a relevant national auditing body;
- other competent body (*please specify*) **Chief Financial Officer of Dominican Youth Environment Organisation Inc**

If UNESCO's contribution is in excess of 50% of the total funds received for the activity, the certified itemized financial statement should show all expenditures incurred and total funds received from other funding sources by the contractor for the whole activity;

- (c) to allow upon request authorized officials of UNESCO or its designated representative to have access to the project site and to any relevant financial records and documentation.

4. REIMBURSEMENT

- (a) If the conditions corresponding to any or all of the above instalment payments are not fulfilled, UNESCO shall have the right to reimbursement of full or partial payments made (including the advance payment).
- (b) Any sums to be reimbursed shall be returned to UNESCO in the currency in which payment was made.

Article IV. Other contractual conditions

1. LEGAL STATUS

Neither the Contractor, nor anyone whom the Contractor employs to carry out the activity is to be considered as an agent or member of the staff of UNESCO and, except as otherwise provided herein, they shall not be entitled to any privileges, immunities, compensation or reimbursements, nor are they authorized to commit UNESCO to any expenditure or other obligations.

2. UNESCO EMBLEM, SEAL AND NAME

The Contractor shall not use the name, acronym, or emblem (logo) of UNESCO except with the specific prior authorization in writing of UNESCO.

3. NON-CONCURRENT CONTRACTS

The contractor, in the case of an individual, certifies that he (she) does not hold any other supernumerary, temporary, consultant or fee contract with UNESCO or UNESCO's ancillary services and undertakes for the duration of the current contract not to accept any other such contract.

4. FAMILY TIES

The Contractor, in the case of an individual, certifies that he (she) is not the father/mother, son/daughter or brother/sister of a UNESCO staff member, of an employee of the ancillary services or of a person who, at the same time, holds a contract of supernumerary or consultant or a fee contract, or is receiving a fellowship from UNESCO; the Contractor also certifies that he (she) is not the spouse of a staff member or of an employee of UNESCO's ancillary services belonging to the sector/bureau/office which is to conclude the contract.

5. OBLIGATIONS, INDEMNIFICATION AND INSURANCE

- (a) The Contractor attests that the performance of the activity does not prejudice the rights of third parties and is not in violation of any applicable law.
- (b) Unless otherwise provided herein, the Contractor shall bear all the expenses of carrying out the activity.
- (c) The Contractor shall indemnify UNESCO and absolve it of any responsibility for any prejudice, loss or damage sustained as a result of the non-observance of the above-mentioned obligations and for any court action, claim or charge of any kind which may result from a wrongful act or omission perpetrated by the Contractor or by any of its employees in the execution of the contract. The Contractor shall also bear, or reimburse UNESCO for any legal costs and/or other legitimate expenses incurred in connection with any legal action in which the Organization may come to be implicated as the result of an offence committed by the Contractor.
- (d) The Contractor undertakes full responsibility for the purchase of any health and medical, accident or other insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution of the contract.

6. ARBITRATION

In the event of a dispute, the parties shall make a good faith effort to settle it amicably. In the event an amicable settlement cannot be reached, any dispute arising out of, or relating to the present contract, shall be settled by binding arbitration by a sole arbitrator appointed by mutual agreement, or, failing this, by the President of the International Court of Justice at the request of any party.

Article V. 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 for mutual agreement and signature.

Signed on behalf of the Director-General of UNESCO

Name	Date
Title	Signature

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

Name	Marvau Didier	Date
Title	Dominican Youth Environment Organisation Inc	Signature
