



**INTERNAL GUIDELINES**

**FOR PRIVATE SECTOR FUND-RAISING**

**IN FAVOUR OF UNESCO**

## Table of Contents

	PAGE
1. Purpose	1
2. Validity	1
3. Objective of and Priorities for Private Sector Fund-Raising	1
4. Selection of Potential Private Sector Funding Sources	2
5. Funding Requests/ Project Proposals	2
6. Agreements	3

## **ANNEXES**

I	UNESCO's basic texts and resolutions concerning private sector fund-raising	5
II	Risks related to private sector fund-raising activities of UNESCO	6
III	Definitions	8
IV	References to be requested from envisaged private sector funding sources	9
V	Criteria disqualifying private sector funding sources from collaboration with UNESCO	10
VI	Procedures for the selection of potential private sector funding sources	11
VII	Elements to be provided in project descriptions	12
VIII	Elements to be provided for the determination of the requested funding	13
IX	Main interests and incentives for private sector funding to UNESCO	14
X	Procedures for the submission of funding requests	18
XI	Procedures for the evaluation of reactions on funding requests	19
XII	Manual Point N°251: "Voluntary Contributions"	20
XIII	Procedures concerning administrative support costs	21
XIV	Structure and standard clauses for agreements with private sector funding sources	22
XV	Model letter for a funds-in-trust agreement	26
XVI	Model umbrella agreement	28
XVII	Standard fund-raising contract	33
	<b>INDEX</b>	<b>38</b>

1.

## Purpose

The present Guidelines (hereinafter referred to as "the Guidelines") aim at enhancing UNESCO's long term potential for obtaining funds from the private sector by :

- (i) ensuring an institutionally coherent approach to private sector funding sources based on the co-ordination of the existing capacities and of the various initiatives of different entities of UNESCO (**see Annex I: UNESCO's basic texts and resolutions concerning private sector fund-raising**);
- (ii) reducing the specific legal, political and commercial risks related to private sector fund-raising activities (**see Annex II: Risks related to private sector fund-raising activities of UNESCO**).

2.

## Validity

- 2.1 The Guidelines including their Annexes are valid for any internal entity or outside agent of UNESCO who, acting in the name or on behalf of UNESCO, establishes an official contact with a private sector funding source with a view to the acquisition of funds for UNESCO's activities. As an exclusively UNESCO-internal document, the Guidelines, or parts thereof, must not be presented to any person who does not belong to a internal entity of UNESCO nor is acting as an outside agent of UNESCO according to the present Article (**see Annex III: Definitions**).
- 2.2 The Guidelines shall not apply to those entities/ agents or activities which are covered by specific regulations concerning the procurement of equipment and/or services from the private sector.

## 3. Objective of and Priorities for Private Sector Fund-Raising

- 3.1 Private sector funding may be sought for the implementation of UNESCO's programmes and projects consistent with the aims, policies and activities of the organization.
- 3.2 Priority should be given to those programmes, projects and activities
  - (i) which generally correspond in a high degree to the main objectives and priorities of UNESCO and which are, in particular, prepared (or endorsed) by UNESCO and accepted by the potential beneficiary Member State(s);
  - (ii) for which other funding (from the regular budget, the participation programme, bilateral donors, the UN system, other intergovernmental institutions, regional development banks or World Bank) has proven to be impossible or is very unlikely;

- (iii) the beginning of which is scheduled for a date that allows a sufficient time in which to undertake private sector fund-raising activities;
- (iv) the execution of which is likely to be highly efficient and visible,
- (v) which are the most likely to generate positive spill-over effects regarding the execution of other UNESCO programmes/ projects and/ or positive multiplier effects regarding their perception by relevant private sector target groups and other (potential) partners of UNESCO.

#### 4. **Selection of Potential Private Sector Funding Sources**

- 4.1 Funding should be sought from well-known, well-established private sector funding sources offering sufficient transparency with regard to their financial situation and previous record. **(see Annex IV : References to be requested from private sector funding sources)**
- 4.2 Funding should not be sought from entities whose activities are incompatible with the aims and principles of UNESCO, the United Nations or other agencies of the UN system. **(see Annex V: Criteria disqualifying private sector funding sources from collaboration with UNESCO)**
- 4.3 The selection of potential private sector funding sources must be undertaken in close consultation with the Private Funding Section and the relevant National Commission(s) for UNESCO in the country (countries) where the funding sources are registered or domiciled. **(see Annex VI: Procedures for the selection of potential private sector funding sources)**
- 4.4 The possibilities for obtaining tax deductions for contributions to UNESCO under the specific national regulations applying to each type of funding/ funding source should be examined before the private sector segments to be approached are selected. This examination should be undertaken in close consultation with the Private Funding Section, LA and the relevant National Commission(s) for UNESCO.

#### 5. **Funding Requests / Project Proposals**

- 5.1 Any funding request should be based on three main elements:
  - (i) a concise description of the project **(see Annex VII: Elements to be provided in project descriptions);**
  - (ii) a clear determination of the funding requested **(see Annex VIII: Elements to be provided for the determination of the required funding);**
  - (iii) a clear identification of modalities, incentives and benefits which can be proposed to the envisaged private sector funding sources **(see Annex IX: Main interests and incentives for private sector funding to UNESCO).**

- 5.2 The Private Funding Section must be consulted before the submission of funding requests to any private sector funding source. After clearance by the Private Funding Section, funding requests should be submitted (signed) by the UNESCO entity/ outside agent who executes or co-ordinates the project for which private sector funds are requested. (see **Annex X: Procedures for the submission of funding requests**)
- 5.3 The evaluation of reactions from potential private sector funding sources to funding requests submitted to them by UNESCO must be undertaken in close consultation with the Private Funding Section. (see **Annex XI: Procedures for the evaluation of reactions to funding requests**)

## 6. Agreements

- 6.1 Any act of private sector funding to UNESCO must be covered by a written agreement between UNESCO and the private sector funding source.
- 6.2 The following elements must be included in any agreement with a private sector funding source:
- (i) the identification of the UNESCO entity which is executing or co-ordinating the project;
  - (ii) the objective of the agreement and of the project covered by the agreement;
  - (iii) a clause by which the private sector funding source certifies that it meets the conditions for collaboration with UNESCO according to paragraphs 4.1 and 4.2 of the Guidelines.
  - (iv) the obligations of the private sector funding source;
  - (v) the obligations of UNESCO;
  - (vi) a clause specifying the duration of the agreement, and a clause that specifies the conditions under which the parties may withdraw from the agreement before its expiration.

The following additional elements should be included in agreements with private sector funding sources which participate in the execution of a UNESCO project:

- (vii) the modalities for the transfer of funds from the private sector funding source to UNESCO in the case of cash contributions, and/ or the nature, quality and modalities of transfer of other types of contributions (see **Annex XII: Manual Item N°251: "Voluntary Contributions"**);
- (viii) the level of administrative support costs to be paid to UNESCO under the Organization's relevant procedures (where applicable) (see **Annex XIII: Procedures concerning administrative support costs**);
- (ix) the project reports and financial statements/ certifications to be provided by UNESCO and/or the private sector funding source;
- (x) the rights and obligations of the private sector funding source regarding the use of UNESCO's name, seal and logo or the name or "sub-logos" of a specific UNESCO programme or entity where available;

- (xi) a clause on the settlement of disputes arising during execution of the project;
- (xii) a clause specifying the privileges and immunities of UNESCO;
- (xiii) a clause by which the private sector funding source certifies that it will respect the laws of the country (countries) in which it operates;
- (xiv) an annex providing a detailed description of the project;
- (xv) an annex providing the project budget;
- (xvi) an annex providing the payment schedule for the contributions of the private sector funding source.

**(See Annex XIV: Structure and standard clauses for agreements with private sector funding sources).**

- 6.3 If any of the above elements are not determined but there is a need to formalize the intention to collaborate with a private sector funding source, a **Memorandum of Understanding** should be concluded with that funding source by the relevant UNESCO entity.
- 6.4 If any of the above elements are not determined but there is a clear intention on the part of a private sector funding source to provide funds to a project that is entirely determined and executed by UNESCO, and provided it is also clear that this funding source does not intend to promote its support to the project for commercial purposes, a funds-in-trust agreement should be concluded according to the format contained in **Annex XV: Model letter for a funds-in-trust agreement**.
- 6.5 If the private sector funding source is likely to fund several different UNESCO projects, an Umbrella Agreement (or Framework Agreement) should be concluded for a long duration according to the format contained in **Annex XVI: Model umbrella agreement**.
- 6.6 Any fund-raising activity which is carried out on behalf of UNESCO by a specialized professional or institution, or by any other private sector individual or institution must be based on a formal contract according to the format contained in **Annex XVII: Standard fund-raising contract**. Any such fund-raising contract must be signed by BER on behalf of UNESCO and submitted to the fund-raising agent/ agency by the Private Funding Section.
- 6.7 Initial draft agreements with private sector funding sources must be prepared by the UNESCO entity which executes/ co-ordinates the project to be funded by the private sector in close consultation with the Private Funding Section. Any type of agreement with a private sector funding source must be then visaed by LA, BB, BOC, and the Private Funding Section (in this order), signed by BER and submitted by the Private Funding Section to the relevant private sector funding source.
- 6.8 Any agreement with a private sector funding source which directly or indirectly involves additional financial liability for the Organization shall require the consent of the Executive Board.

UNESCO's basic texts and resolutions concerning private sector fund-raising

A. **Constitution**, in particular Article IX, para. 3.:

"The Director-General may accept voluntary contributions gifts, bequests and subventions directly from Governments, public and private institutions, associations and private persons, subject to the conditions specified in the Financial Regulations".

B. **Financial Regulations**, in particular Article 7.3:

"Voluntary contributions, gifts, bequests and subventions, whether or not in cash, may be accepted by the Director-General provided that the purposes for which the contribution is made are consistent with the policies, aims and activities of the Organization and provided that the acceptance of such voluntary contributions, gifts bequests and subventions which directly or indirectly involve additional financial liability for the Organization shall require the consent of the Executive Board".

C. **DG/Note/93/18 of 13 May 1993** on "New directions and forms of UNESCO's action relating to international co-operation for development", in particular para. 4.b):

"[BER's] main function will be to assist the programme sectors and field units in securing extra-budgetary resources. In this connection, it will be responsible for [...] developing relations with new sources (including the private sector). BER will be responsible for informing the programme sectors and central units about the policies and procedures of extra-budgetary funding sources and for advising programme sectors on the preparation of suitable proposals that may be submitted to such sources. The programme sectors, and the field units in particular, will keep BER informed of their representations to and negotiations with funding sources at regional, subregional and national levels."

D. **DG/Memo/96/48 of 29 July 1996** on "Co-ordination of fund-raising activities in the Secretariat", in particular para. 5.b.):

"The [BER] DFD Section for Private Fund-Raising (PRI) should i) expand its information and co-ordination system to include all activities initiated by the Organization [in the area of private fund-raising]; ii) continue providing advisory services and support to all the Secretariat's units concerned in the field of marketing techniques; and elaborate in collaboration with LA standard contractual documents (...)".

E. **28C/4 (Medium-term strategy)**, Chapter "UNESCO and its partners", in particular paras. 202 and 203.

F. **149EX/Decision 7.5**, Annex: "Directives concerning UNESCO's co-operation with private extra-budgetary funding sources and their right to use UNESCO's name, emblem or any other type of representation of the Organization's entity".

## Risks related to private sector fund-raising activities of UNESCO

### A. **Legal risks**

Legal risks related to private sector fund-raising concern mainly a project execution which does not correspond to the agreement signed between UNESCO and a private sector funding source. Firstly, it has to be ensured that UNESCO has sufficient capacities for assuming its own obligations as specified in such agreements. Specific attention should be paid to:

- (i) the obligations that UNESCO has with regard to relevant governmental authorities (the governmental authorities themselves cannot be legally committed by an agreement between UNESCO and a private sector funding source);
- (ii) UNESCO's obligations with regard to its own direct or indirect financial commitments;
- (iii) any exclusivity which is granted to a private sector funding source.

Secondly, it should be noted that UNESCO's capacities for claiming indemnities from private sector funding sources which have not complied with their obligations are very limited. Therefore it should be made clear (i) that any private sector funding source which concludes an agreement with UNESCO is completely aware of the legal commitments - including the respect of the applicable national legislations - which it must automatically assume by doing so (see chapter 6.2 of the Guidelines), and (ii) that only those private sector funding sources are selected which have proven highly reliable as regards the fulfillment of their obligations (see chapters 4.1 and 4.2 of the Guidelines).

### B. **Political risks**

Political risks related to private sector fund-raising concern mainly the perception of UNESCO's fund-raising practice by the relevant governmental authorities of a country. Private sector fund-raising is an extremely visible issue which is examined by specialized institutions and observed closely by the media in those countries where the majority of private sector funding sources are located. Any performance of UNESCO in this regard which is perceived critically by governmental authorities of a specific country may influence not only UNESCO's private sector fund-raising potential in this country, but also the general attitude of the relevant governmental authorities with regard to any support to UNESCO. Specific consideration has to be given to the possible sensibilities of those governmental authorities which are specifically linked with UNESCO such as Ministries of Education, Ministries of Foreign Affairs, National Commissions, Permanent Delegations. Since these sensibilities vary according to the "private-sector-funding-culture" of the different relevant countries, it is of utmost importance to consult for any private sector funding activity the UNESCO representation in the relevant country (see chapters 3.2 (i) and 4.3 of the Guidelines).



## C. **Commercial risks**

The relevant private sector segments (target groups) being mainly placed in industrialized countries in which fund-raising activities are particularly visible, the main commercial risk for jeopardizing UNESCO's fund-raising potential lies in an inappropriate or negative perception of UNESCO as an institution by these segments. This risk is directly related to a specificity of UNESCO as compared to other UN agencies: the diversity of its projects and, consequently, of the potential interfaces with private sector funding sources. This diversity can easily lead to a confused perception of UNESCO if the different UNESCO projects proposed to the private sector do not benefit from an "added-value-effect" related to a coherent and distinct institutional image of UNESCO within the relevant private sector segments. Even if short term funding opportunities may be lost, it must be an absolute priority to protect or develop this image in the long term by supplying "coherent projects" to private sector funding sources (see chapters 3. and 5. of the Guidelines), and by applying (i) coherent criteria for selection of potential private sector funding sources, and (ii) coherent standards for establishing formal relations with these funding sources (see chapters 2.1, 4.1, 4.2 and 6. of the Guidelines).

## D. **Inefficiency**

A factor which is often underestimated is the considerable resources (mainly staff time) which need to be invested for the undertaking of fund-raising activities. Resources are wasted if :

- (i) funding requests and project presentations are prepared and/ or submitted for projects which are very unlikely to attract private sector funding sources either because they do not correspond to their substantial interests or because they are not sufficiently planned (delay between the submission of a funding request and the beginning of a project, absence of major elements allowing the contacted funding source to take a decision whether or not to support a specific project);
- (ii) tasks related to private sector fund-raising are carried out by a specific UNESCO entity although there is another UNESCO entity or an external agent/agency who could execute these tasks more efficiently;
- (iii) guidance and training on private sector fund-raising are not sufficiently made available to all relevant entities of UNESCO.

The Guidelines in general, and all provisions in the Guidelines which concern internal procedures (see chapters 4.3, 5.2, 5.3, 6.6 and 6.7), in particular, aim at reducing the risks related to UNESCO's private sector fund-raising activities.

## Definitions

An "*internal entity of UNESCO*" is defined as:

- (i) programme services of UNESCO's programme sectors, commissions, and transsectoral programmes;
- (ii) central services;
- (iii) field and regional offices.

An "*outside agent of UNESCO*" is defined as:

- (i) Permanent Delegations and National Commissions;
- (ii) UNESCO's Goodwill and Special Ambassadors;
- (iii) UNESCO Clubs and Associations;
- (iv) any individual or institution, duly authorized to act on UNESCO's behalf.

An "*official contact*" is defined as:

- (i) any exchange of written correspondence;
- (ii) funding request by UNESCO from a potential private sector funding source;
- (iii) negotiation of possible agreements with a private sector funding source; or
- (iv) any other act committing the Organization legally, financially or in terms of its reputation.

A "*private sector funding source*" is defined as:

- (i) individuals when acting as private persons;
- (ii) the public;
- (iii) commercial corporations;
- (iv) NGOs, foundations and similar institutions;
- (v) other institutions from the civil society (if entirely or partially financed by the private sector);
- (vi) UNESCO Clubs and Associations.

"*Funds*" are defined as:

- (i) monetary contributions;
- (ii) contributions in kind;
- (iii) contribution of substantial services or expertise directly related to the execution of a project/ programme;
- (iv) fund-raising assistance;
- (v) marketing assistance;
- (vi) promotional assistance directly related to or being susceptible for having an important impact on UNESCO's fund-raising activities.

### References to be requested from private sector funding sources

During the initial stage of relations established with a private sector partner from which funding is being sought, the latter should directly provide UNESCO with the following references:

- (i) other intergovernmental organizations, governments, corporations and institutions with which the partner has collaborated successfully; persons who could be contacted for confirming references;
- (ii) statutes of the partner, how it is structured, where it is registered;
- (iii) directors of the partner, persons who assume personal liability.

The following additional references should be requested from those private sector funding sources which are supposed to carry out fund-raising operations for UNESCO:

- (i) successful fund-raising operations/ collaboration previously carried out by the partner in the field to be covered by the envisaged relation;
- (ii) bank references of the partner, the bank which can provide them;
- (iii) recent audited accounts of the partner indicating the source of the partner's income.

Criteria disqualifying private sector funding sources  
from collaboration with UNESCO

In general, UNESCO may not collaborate with private sector funding sources who are involved in the production or distribution of goods or provision of services which are likely to be perceived as contrary to UNESCO's, the United Nations' or any other UN agency's aims and principles.

In particular, the fulfillment of one of the following criteria disqualifies private sector funding sources from any collaboration with UNESCO:

- (i) involvement in the non-respect for human rights (discrimination against employees, customers or other business partners on grounds of their race, sex, language, geographical origin, religion);
- (ii) involvement in the production or distribution of arms or components/ spare parts used for arms;
- (iii) involvement in the production or distribution of alcoholic beverages;
- (iv) involvement in the production or distribution of tobacco (products) or drugs (narcotics);
- (v) involvement in environmentally damaging or dangerous practices;
- (vi) involvement in unresolved legal conflicts with governmental or other public authorities;
- (vii) involvement in ongoing lawsuits or legal actions or past convictions for unlawful activities;
- (viii) involvement in activities in a country against which, at the time of the implementation of the activities, United Nations sanctions are or have been in force;
- (ix) inability to provide sufficient references (non-fulfillment of Article 4.1 of the Guidelines).

## Procedures for the selection of potential private sector funding sources

### A. **UNESCO entities to identify potential recipients of funding requests**

It is the competence of the relevant UNESCO entities/ outside agents who envisage private sector funding for specific projects/ activities to identify the private sector segments (regions, countries, sectors of activity, types of funding sources), the specific enterprises, and the contact persons within a specific enterprise which are the most suitable to approach with funding requests.

### B. **Consultation with the Private Funding Section**

Before the establishment of any official contact with any private sector partner, the interested UNESCO entity/ outside agent must consult the Private Funding Section on:

- (i) previous experiences gained by UNESCO with a specific funding source;
- (ii) specific private sector segments which should be considered for specific projects/ programmes;
- (iii) specific funding sources which are either not suitable for a specific project or UNESCO entity, or which are generally unqualified for collaboration with UNESCO;
- (iv) sources of information for obtaining relevant data on potential private sector funding sources.

### C. **Consultation of relevant National Commission(s) for UNESCO**

Before negotiating any agreement with or any support by a private sector funding source, the interested entity of UNESCO (or the UNESCO entity who has delegated fund-raising activities to an external agent/ institution) must consult the relevant National UNESCO Commission(s) of the Member State(s) where the private sector funding source (and/or its relevant subsidiary) is registered.

In particular, the relevant National UNESCO Commission(s) must be consulted on questions concerning the fulfillment by a specific private sector funding source of qualifying criteria according to paragraph 4.1 of the Guidelines or disqualifying criteria according to paragraph 4.2 of the Guidelines. For countries without a National UNESCO Commission, the applicable procedure shall be determined by the Private Funding Section in close consultation with BRX.

### Elements to be provided in project descriptions

As for projects funded by other extra-budgetary funding sources, the project description should include:

- (i) a description of the problem addressed by the project;
- (ii) a description of the objectives of the project;
- (iii) a description of the (potential) beneficiaries of the project;
- (iv) a description of the methodology and main activities of the project;
- (v) a description of the modalities of execution of the project such as time frame and respective responsibilities of different actors involved in the project;
- (vi) a description of the expected outputs of the project and of possible follow-up activities;
- (vii) if possible, a detailed project budget.

Since potential private sector funding sources can be presumed to have a specific interest in intersectoral as well as in international, regional or global projects, possibilities for combining projects with projects of other UNESCO entities or external partners should be examined at an early stage of project identification.

Before finalizing a project presentation for submission to private sector funding sources, the relevant UNESCO entity/ outside agent should consult the Private Funding Section and must follow the instructions of any other entity which may be created or designated to co-ordinate substantial aspects of projects directed towards private sector funding sources.

### Elements to be provided for the determination of the requested funding

It is essential to clearly determine the support which should be requested from potential private sector funding sources. Any funding request should ideally contain the following elements:

- (i) a detailed breakdown of the total (indicative) budget of the project including UNESCO's administrative support costs;
- (ii) a clear indication as to which part of the project is financed out of UNESCO's regular budget or complementary funding and, if applicable, a short explanation as to why the project cannot be (entirely) financed out of UNESCO's regular budget;
- (iii) a clear indication of which part of the project is (supposed to be) financed by extra-budgetary contributions;
- (iv) a clear indication of which part of the project budget is supposed to be covered by the recipient of the funding request;
- (v) a clear indication which kind of other support (contribution in kind, provision of expertise, training) could be provided to the project by the recipient of the funding request;
- (vi) in the case that clear figures cannot be provided, different "optional budgets" should be prepared which provide minima and maxima for the above budgets/ contributions.

## Main interests and incentives for private sector funding to UNESCO

The most important benefits which can be offered to private sector funding sources depend mainly on the relevant project itself. However, there are important differences with regard to the type of funding source: whereas foundations, NGOs and similar institutions can be presumed to be essentially interested by the substantive value of a project, the decisions of commercial enterprises are mainly taken in light of commercial considerations.

In order not to "mislead" a specific funding source by proposing concrete incentives, a funding request which is submitted for the first time should anticipate - in the relevant chapters of the project description - the specific interests of this funding source in supporting the proposed project. Specific incentives should be proposed only when a private sector funding source has reliably confirmed its intention to support a specific UNESCO project.

The commercial interest for private sector funding to UNESCO can be summarized as follows:

- (i) *exploitation of UNESCO's name and reputation* and of the high ethical values it symbolizes as a part of the *external* communication strategy of a private sector funding source (image);
- (ii) *participation in UNESCO activities* which correspond to the *internal* communication strategy of a private sector funding source (corporate identity);
- (iii) *utilization of UNESCO's various networks* reaching virtually any target group in the world and especially the commercially essential target groups of young people, women and of opinion leaders in the academic, cultural or social structures covered by UNESCO;
- (iv) *access to governmental decision makers* especially in countries where principal economic and commercial decisions are taken mainly at government level.

The following table contains a list of different incentives which could be proposed to private sector funding sources of UNESCO, the internal requirements which must be met by the relevant UNESCO entity in providing these incentives, as well as the external requirements which must be met by the relevant private sector funding source in order to obtain the incentives.



## INCENTIVES FOR UNESCO'S PRIVATE SECTOR PARTNERS

### A. Acknowledgements

TYPE OF INCENTIVE	INTERNAL REQUIREMENTS	EXTERNAL REQUIREMENTS
<b>Acknowledgement of Contribution</b>	as long as restricted to specific project: 1. draft by relevant programme sectors 2. visa BER	significant contribution to a UNESCO project
<b>Certificate such as "UNESCO Prize</b> for environmental/ educational/ cultural sponsorship" for a specified period	1. proposal by relevant programme sectors 2. draft and visa UPO, visa BER 3. clearance of relevant National Commission	1. long term relationship 2. contribution to more than one project or 3. very important contribution
<b>Establishment of official relations with UNESCO</b> (regular information about UNESCO's activities in areas of common interest, consultation for preparation of draft programmes and budgets, possibility of being invited to take part in UNESCO meetings/ activities)	1. recommendation of relevant programme sectors 2. procedure to be carried out by BRX 3. BRX to consult relevant National Commission 4. visa BER	Condition: non profit making, internationally active institution 1. implementation of joint projects 2. provision of all relevant information which may be requested (accounts, statutes, etc.) 3. regular information of DG about activities relevant to UNESCO's programme 4. invitation of a UNESCO representative to take part in relevant meetings/ activities 5. regular reporting on support given to UNESCO

Acknowledgements can be utilized by the Sponsor for any internal information/ documentation and for any external information/ documentation; UNESCO's written approval is necessary for the utilization of UNESCO's name, seal or logo for promotional or other commercial purposes.

B. Involvement in projects

TYPE OF INCENTIVE	INTERNAL REQUIREMENTS	EXTERNAL REQUIREMENTS
<b>Introduction to decision makers</b> (government officials, scientists, etc.)	Coherence with project, acceptance of executing agencies	1. significant contribution to project 2. funding of own costs
<b>Participation at seminars, round tables</b>	1. project (seminar/ round tables) to be prepared in collaboration with partner 2. prior agreement of other participants and relevant National Commission(s) 3. invitation of other private sector partners 4. visa BER	1. significant contribution to project 2. active participation in preparation and / or execution of project 3. proposal of support for follow-up activities
<b>Award of UNESCO's sponsorship (Patronage)</b> to a project prepared by the sponsor (only applicable for institutions <b>not</b> maintaining official relations with UNESCO)	1. recommendation of relevant programme sectors 2. procedure according to UNESCO Manual Point 430, paras. D-P 3. visa BER	1. consultation with UNESCO for project preparation and execution 2. royalties on profits for UNESCO
<b>Joint projects</b>	1. relevant programme sectors to ensure the necessary capacities for coherent and efficient project preparation and execution 2. clearance of relevant National Commission(s) 3. close consultation with BER	1. contribution in kind, cash and/ or of experts 2. sharing of profits with UNESCO 3. respect of special status of UNESCO('s staff) 4. UNESCO contribution must be mentioned in documents relating to the project

Information or documentation relating to a specific activity can be utilized internally and externally if UNESCO's contribution is clearly stated; in all references to these projects prior approval is needed for utilization of UNESCO's seal or logo for promotional or other commercial purposes.

C. Publicity/ advertising

TYPE OF INCENTIVE	INTERNAL REQUIREMENTS	EXTERNAL REQUIREMENTS
<b>On project equipment</b>	<ol style="list-style-type: none"> <li>1. approval of relevant programme sector</li> <li>2. clearance of relevant National Commission, executing agencies, recipients of the equipment</li> <li>3. visa BER</li> </ol>	<ol style="list-style-type: none"> <li>1. Non "aggressive" presentation</li> <li>2. Appropriate proportion of partner's logo to UNESCO's logo</li> <li>3. eventually: approval of suppliers, other private sector partners</li> </ol>
<b>On project outputs</b> (CD-roms, panels, invitations, reports, derived products, etc.)	<ol style="list-style-type: none"> <li>1. approval of relevant programme sector</li> <li>2. visa BER</li> </ol>	<ol style="list-style-type: none"> <li>1. Non "aggressive" presentation</li> <li>2. Appropriate proportion of partner's logo to UNESCO's logo</li> <li>3. eventually: approval of producers, other private sector partners</li> </ol>
<b>On publications, publicity materials, (or during cultural and social events organized by or with UNESCO)</b>	<ol style="list-style-type: none"> <li>1. prior and explicit approval of relevant programme sectors</li> <li>2. explicit visa from UPO; procedure according to UNESCO Manual point 430 chapters A-C, in connection with Administrative Circular No. 1922 of 30 May 1994</li> <li>3. visa BER</li> </ol>	<ol style="list-style-type: none"> <li>1. use of UNESCO's "temple-logo" only in exceptional cases; use of "sub-logos or -names" (such as UNESCO's xxx-programme, etc.) possible</li> <li>2. external use must be coherent with UNESCO's statutes</li> <li>3. no or very limited exclusivity rights</li> </ol>
<b>Mass media coverage of joint projects</b> (Press conferences, opening/ concluding ceremonies for large scale projects, press articles, radio, TV broadcasts, etc.)	<ol style="list-style-type: none"> <li>1. prior and explicit approval of relevant programme service</li> <li>2. examination of possibilities for covering several projects by media campaigns</li> <li>3. clearance of relevant National Commissions</li> <li>4. involvement of, visa from OPI</li> <li>5. visa BER</li> </ol>	<ol style="list-style-type: none"> <li>1. use of UNESCO's "temple-logo" only in exceptional cases; use of "sub-logos or -names" (such as UNESCO's xxx-programme, etc.) possible</li> <li>2. external use must be coherent with UNESCO's (envisaged) institutional image</li> <li>3. participation in mobilization and funding of media</li> </ol>

## Procedures for the submission of funding requests

### A. **Utilization of personal relations**

Funding requests should be submitted only to those private sector funding sources which have clearly indicated an interest in the type of project which is proposed for their support. Ideally, funding requests should be submitted by a UNESCO staff member who has established personal relations with the private sector funding source to which the funding request is directed. The Private Funding Section must be consulted before the submission of funding requests to any private sector funding source in order to identify possibilities of using personal relations established by UNESCO entities/ outside agents with that funding source.

### B. **Submission to several funding sources**

Unless personal relations have been previously established, funding requests should be sent simultaneously to several different potential private sector funding sources in order to obtain a representative picture of the interest created for the project in the relevant private sector segments, as well as of the respective motivation and conditions of the different private sector funding sources contacted. However, the number of private sector funding sources which are contacted for a specific initiative should not be too great, in order not to risk the saturation of private sector funding sources by a large number of funding requests from different entities of UNESCO.

### C. **Targeting of specific private sector segments**

The more specific the private sector segment to be targeted for a specific project (thus the lower the likelihood of duplication with contacts of other UNESCO entities/ outside agents), the greater the number of private sector funding sources which can be contacted. Specific attention should be given to the fact that French funding sources are already "oversolicited" with UNESCO funding requests and should therefore be contacted only on the basis of personal relations.

### D. **Visa by Private Funding Section**

Funding requests should normally be submitted (signed) by the UNESCO entity who executes or co-ordinates the project for which private sector funds are requested. If funding requests cover several different entities or activities of UNESCO, funding requests should be submitted (signed) by BER. If funding requests do not cover a specific entity of UNESCO and/ or activities which concern the Organization as a whole, and provided there is a very high likelihood for obtaining positive reactions, funding requests should be submitted (signed) by the Director General. Any funding request directed to a private sector funding source in the name or on behalf of UNESCO must be visaed by the Private Funding Section.

## Procedures for the evaluation of reactions to funding requests

### A. **Utilization of information contained in reactions to funding requests**

In general, even negative reactions to UNESCO's funding requests contain explanations or justifications as to why the requested funding is not provided. This information must be centralized in order to avoid similar requests being sent to the same private sector funding sources and in order to be able to indicate the interests of these funding sources to those UNESCO entities which are more likely to meet their priorities. In case of positive reactions, the Private Funding Section immediately "earmarks" specific funding sources in order to channel funding requests through those UNESCO entities/ outside agents who have "produced" the positive reactions.

### B. **Immediate information of the Private Funding Section**

The evaluation of reactions from potential private sector funding sources to funding requests submitted to them must therefore be carried out by the relevant entity of UNESCO **and** by the Private Funding Section regardless of (i) the entity/ outside agent of UNESCO who has submitted the funding request, (ii) the specific project for which funding is sought, or (iii) the content of the reaction. Reactions on funding requests must be provided in writing and copied to the Private Funding Section upon receipt by a UNESCO entity/ outside agent. The same applies to project proposals which are submitted to UNESCO by private sector funding sources.

Manual Point N° 251 : Voluntary Contributions

**To be provided by IOM**

Procedures concerning administrative support costs

**To be provided by BB**

Structure and standard clauses for agreements  
with private sector funding sources

Agreements concluded with foundations or similar institutions which fund a UNESCO project but which do not participate in its execution may be concluded according to a format similar to funds-in-trust agreements. Agreements concluded with private sector funding sources which are supposed to participate in projects and/or execute certain tasks on behalf of or in the name of UNESCO should follow the following structure as closely as possible.

**AGREEMENT**

*between*

*and*

The United Nations Educational and  
Scientific and Cultural Organization  
7, place Fontenoy,  
75352 Paris 07 SP, France

[name, legal identity]

[address]

with headquarters at [address]

hereinafter called "UNESCO"

hereinafter called "the Partner"

represented by  
[name of UNESCO sector/ division]

represented by [name],  
[title]

UNESCO and the Partner being referred to hereinafter as "the Parties"

**INTRODUCTION/ PREAMBLE:**

*Whereas* in the context of its Programme for \_\_\_\_\_ (hereinafter called "\_\_\_\_\_"),  
UNESCO has initiated \_\_\_\_\_

*Whereas* the Director General of UNESCO is authorized to receive contributions for the  
execution of projects which conform to the policies, aims and the activities of the  
Organization;

*Whereas* the Partner has decided to entrust UNESCO with \_\_\_\_\_  
\_\_\_\_\_

**THE PARTIES HEREBY AGREE :**

**Article 1 - Objective**

By the terms of the present Agreement, the Parties define according to which conditions they  
will collaborate for \_\_\_\_\_



(Article 2 (optional) - General Conditions)

## **Article 2 - Obligations of the Partner**

## **Article 3 - Obligations of UNESCO**

## **Article 4 - Modalities of Payment**

## **Article 5 - Status of the Partner**

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 be authorized to commit UNESCO to any expenditure or other obligations.

## **Article 6 - Assignment**

Neither Party shall assign, transfer, pledge or make other disposition of the present Agreement or any part thereof or of any of the Party's rights, claims or obligations under the present Agreement except with the prior written approval of the other Party. Any of the aforementioned actions taken without such written approval shall not be valid.

## **Article 7 - Warranties**

The Partner certifies and warrants that it has the professional competence to assume its obligations as specified under Article 2 of the present Agreement, that it is financially solvent, that it has full legal authority to enter into the present agreement, that no consent of any other person or entity is necessary to consummate or effectuate the present agreement on its behalf, and that no rights affected by the present agreement have been assigned to any person or entity not a Party to the present Agreement.

The Partner certifies and warrants that it [*or*: "neither the Partner nor any of its employees"] is not and has not been involved in the production or distribution of goods or provision of services which are likely to be perceived as contrary to UNESCO's, the United Nations' or other UN agency's aims and principles, and that it is, in particular, not involved in:

- (i) the non-respect for human rights (discrimination against employees, customers or other business partners on grounds of their race, sex, language, geographical origin, religion);
- (ii) the production or distribution of arms or components/ spare parts which are used for arms;
- (iii) the production or distribution of alcoholic beverages;
- (iv) the production or distribution of tobacco (products) or drugs;
- (v) environmentally damaging or dangerous practices;
- (vi) activities in countries against which UN sanctions are in force;
- (vii) non-settled legal conflicts with governmental or other public authorities;
- (viii) ongoing lawsuits or legal actions or criminal convictions in the past.

## **Article 8 - Indemnification**

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.

## **Article 9 - Settlements of Disputes**

All disputes arising out of, or in connection with the present Agreement or the breach thereof, shall be settled primarily by mutual understanding. However, either of the Parties shall have the right to submit the dispute concerned to an arbitrator chosen by their common accord. Failing agreement on the choice of an arbitrator, the latter shall be designated by the Chairman of the Tribunal de Grande Instance of Paris at the request of the most diligent Party. The arbitration proceedings shall take place in Paris and shall be in accordance with such rules and procedures as may be established and adopted by the arbitrator. The decision of the arbitrator shall, taking into account relevant scales established in respect of similar arbitrations by the International Chamber of Commerce, determine the expenses of arbitration which may be ordered to be either apportioned between the Parties or paid by one of them only. The award rendered shall be final, conclusive and without further recourse.

## **Article 10 - Notification**

Any notice for the purposes of the present Agreement shall be done by facsimile message confirmed by letter to the following address:

<u>For UNESCO:</u>	[Fontenoy or Miollis address]
attention:	[name of project officer] [name of responsible UNESCO service] [facsimile number]
with copy to:	[name][title] Bureau for Relations with Extra-budgetary Funding Sources (BER) 7, place de Fontenoy 75352 Paris 07 SP, France Facsimile: (33.1) 45.68.55.07
<u>For the Partner:</u>	[address]
attention:	[name, title] [fax]

## **Article 11 - Use of the Name, Emblem or Official Seal of UNESCO**

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

## **Article 12 - Suspension and Termination (or "Final Provisions")**

- 12.1 The present Agreement enters into force upon its signature by the Parties. It will remain in force until \_\_\_\_\_ [date] unless it is terminated according to the provisions of the present Agreement. Before \_\_\_\_\_ [date] the Parties will meet in order to decide upon its eventual extension.
- 12.2 The Parties will have the right to terminate the present Agreement upon three months' written notice to the other Party, if one Party is declared bankrupt, or if the Partner fails to carry out any obligation under the present Agreement, or the occurrence of any other condition within the Partner's control which interferes or threatens the successful performance of the work, or if the Parties cannot agree on the modalities of execution.

Done in Paris  
on [date]  
in \_\_\_\_ originals

### **For UNESCO**

[signature]

[name]

[title]

Bureau for Relations with Extra-budgetary Funding Sources

### **For the Partner**

[signature]

[name]

[title]

- Annex I : Detailed Project Description
- Annex II : Project Budget
- Annex III : Payment Schedule

Model letter on a funds-in-trust agreement

Sir, Madam,

I have the honour to refer to your letter of \_\_\_\_\_, by which you informed me of your offer to UNESCO in the amount of US\$\_\_\_\_\_ under a funds-in-trust agreement to implement the project on \_\_\_\_\_.

It gives me a great pleasure to accept this generous offer and accordingly propose the following arrangements for these funds-in-trust:

1. The aim of the project shall be to assist [the Government of .... ] in \_\_\_\_\_. The project document and the corresponding budget are annexed to this letter.
2. [The donor] shall deposit in UNESCO's account N° [references of the account] the amount of US\$ \_\_\_\_\_. This sum is intended to cover the direct costs of the project and to contribute, at the rate of 13% (thirteen percent) of direct project costs, to UNESCO's expenses for the technical and administrative supervision of the project.<sup>1</sup>
3. UNESCO may draw against the sum so deposited for direct project costs and administrative support costs as mentioned above.
4. Whenever possible, UNESCO shall invest temporary surplus funds in short-term interest bearing deposits. Interest shall be credited to [the donor] in accordance with UNESCO's financial regulations and rules.
5. After receipt of the funds mentioned under paragraph 2 above, UNESCO shall establish, with the recipient Government, a Plan of Operations for the project. The Plan of Operations shall provide that the obligations of UNESCO are conditional upon the funds being made available by [the donor] in accordance with the approved budget and payment schedule.
6. UNESCO shall establish for this project a separate account and record therein all receipts and expenses under the project, including administrative support costs. Since UNESCO's accounts are kept in US dollars, contributions in other currencies will be credited to the account at the United Nations standard rate of exchange in effect on the date of the transaction.

---

<sup>1</sup> see also Annex XIII : "Procedures concerning administrative support costs"

7. UNESCO shall submit to [the donor] annual statements of accounts and provide intermediary financial statements as often as may reasonably be requested by [the donor]. As soon as feasible after the operational termination of the project, UNESCO shall submit a final financial statement to [the donor], showing any amount due to [the donor] by UNESCO, or to UNESCO by [the donor]. Any balance remaining in the project account after liquidation of all outstanding obligations shall be returned to [the donor], unless otherwise decided by [the donor] upon proposal by UNESCO.
8. UNESCO shall provide [the donor] with \_\_\_\_\_ [frequency] reports on the progress of the project. Upon completion of the project, UNESCO shall prepare a final report, including an assessment of the project and its results.
9. [The donor] shall be invited to participate in evaluation missions carried out with regard to the project.
10. [The donor] shall reimburse to UNESCO any indemnities and payments made by UNESCO in accordance with its financial regulations and rules, and its staff regulations and rules.

I should be grateful to receive your comments on the above. If the proposals meet with your approval, your letter to that effect, and this letter, will constitute the formal funds-in-trust agreement between UNESCO and [the donor] on this project.

Sincerely yours,

[name][title]  
Bureau for Relations with Extra-  
Budgetary Funding Sources

Model umbrella agreement

**UMBRELLA AGREEMENT**

*between*

*and*

The United Nations Educational,  
Scientific and Cultural  
Organization

[name, legal identity]

7, place Fontenoy,  
75752 PARIS 07 SP, France

[address]  
with headquarters at [address]

hereinafter referred to as  
"UNESCO"

hereinafter referred to as  
"the Partner"

represented by [name],  
Director-General

represented by [name],  
[title]

UNESCO and the Partner hereinafter referred to as "the Parties"

**PREAMBLE**

*Whereas* within the framework of \_\_\_\_\_, a programme set up by  
UNESCO,

the Parties intend, in the light of UNESCO's previous experience, to jointly act to  
contribute to \_\_\_\_\_.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**Article 1 - Purpose of Agreement**

1.1 The present Umbrella Agreement aims at defining the terms by which:

- The Parties undertake, through a mutual and concerted effort, to realize, for the benefit of \_\_\_\_\_, one or more UNESCO/ Partner projects.
- The Partner undertakes to financially support the projects mutually agreed upon by the Parties.

1.2 Each project will be subject to a contractual document, hereinafter called "Project Agreement", which will be signed by the Parties, which will correspond to the purpose of the present Umbrella Agreement, and which will define the rights and obligations of the Parties.

## **Article 2 - Projects**

- 2.1 The projects will evolve according to the Project Agreements which will determine for each project:
- the aims of the project,
  - the activities foreseen for the project,
  - the mutual obligations of the Parties and of the relevant governmental authorities (hereinafter called "the Government) ,
  - the modalities and conditions for the execution of the project,
  - the budget for the project indicating the contributions by the Parties and/ or the Government concerned,
  - the schedule of payments for the contributions made by the Partner.
- 2.2 The first \_\_\_\_ projects will focus, respectively, on:
- (i) [Title Project 1]
  - (ii) [Title Project 2]
- etc.
- 2.3 For each project, a Working Group shall be established between UNESCO and the Partner, which shall be composed of three representatives of each of the Parties. The task of the Working Group shall be the monitoring of the execution of the relevant project.
- [2.4 Modalities of the Working Group]

## **Article 3 - Obligations of UNESCO**

- 3.1 UNESCO undertakes to organize the projects according to the Plans of Operations signed by UNESCO and by the Government. For each project, the Parties will examine whether the Partner should also sign the Plan of Operations or amendments to the Plan of Operations.
- 3.2 Each Plan of Operations concerning a project must mention the role of the Partner in the project, and the obligations of the Government.

## **Article 4 - Financial Contributions of the Partner**

- 4.1 The initial financial undertakings by the Partner, with respect to the projects, will be defined in the Project Agreements and will be paid, according to established payment schedules, into UNESCO's bank account, the references of which will be mentioned in each Project Agreement..
- 4.2 The financial undertakings will respect UNESCO's financial regulations including expenses for administrative costs. No deployment of funds will be made by UNESCO prior to the payment of these funds by the Partner into the said bank

account.

## **Article 5 - Reports**

- 5.1 UNESCO will act in such a manner that the Partner will be able to obtain at any given moment, if it so chooses, the financial and administrative information, as well as any other information permitting it to evaluate the evolution of each project.
- 5.2 UNESCO will submit to the Partner a final report concerning the execution of the budget and of the project activities, as well as a financial statement approved by the Chief Accountant.

## **Article 6 - Communication**

- 7.1 The projects, their conception, their execution, their development, their impact and their results will engender information and communication activities at the initiative of - and by - the Partners, separately or in consultation.
- 7.2 Documents and publications of all kinds (written or audiovisual) may be produced during the execution of the projects. These documents are intended to demonstrate the evolution of the projects. The cost of these documents will be borne:
  - (i) by the Partner, in addition to its contribution to the relevant project, for documents which it alone produces,
  - (ii) by UNESCO, apart from the relevant project budget, for the documents it alone produces,
  - (iii) by the Parties if they decide to produce documents jointly, in which case they will agree on the practical modalities for the financing, production and utilization of the relevant documents.
- 7.3 Each Party is allowed to freely utilize the said documents, in their totality or in the form of excerpts, which it has created, under the following conditions:
  - (i) Each document which is subject to external communication activities of one of the Parties must mention the name of UNESCO and the Partner and significantly associate their logos.
  - (ii) Any document for external communication activities can only be used by one of the Parties with the prior written approval of the other Party. The absence of any reply after a delay of \_\_\_\_ weeks shall be considered as an approval.
  - (iii) For all media or information activities carried out on the initiative of one of the Parties, the other party may refuse any mention or use of its name and / or of its participation in a project, if this media or information activity is susceptible to constitute an unfavourable exploitation of its name, its image or its interests.
  - (iv) The media and information materials (written or audiovisual), as well as all respective rights, will belong exclusively to the Party who has produced and financed them. The media and information materials belonging to one of the Parties may be utilized by the other Party after its prior written approval.



## **Article 7 - Duration of Contract**

The present Agreement will enter into force upon signature by the Parties. It will remain in force until \_\_\_\_\_. Before \_\_\_\_\_, the Parties will mutually decide on whether or not to extend the Agreement.

## **Article 8 - Notification**

All correspondence sent to either Party will be made by telex, telecopy, and confirmed by letter to the following address:

### For UNESCO

7, place Fontenoy  
75352 PARIS 07 SP - FRANCE  
Attention of  
[name]  
[title],  
Bureau for Relations with  
Extra-budgetary Funding Sources  
Telex 201 539F,  
Fax +33+1.45.68.55.07

### For the Partner

[address]  
  
[name]  
[title]  
  
[telex]  
[fax]

## **Article 9 - Settlement of Disputes**

All disputes arising out of or in connection with the present Umbrella Agreement will be settled by arbitration in conformity with the rules concerning arbitration set out by the United Nations Commission for International Commercial Rights (CNUDI). There will be only one arbitrator, the arbitration will take place in Paris, and the language of arbitration will be French.

## **Article 10 - Termination**

- 10.1 Should either of the Parties fail to meet its obligations, the other Party may terminate the contract upon \_\_\_\_\_ months' written notice to the other Party. The same will apply with respect to incidents making the realization of the projects extremely hazardous (war, riots, natural disasters, etc.).
- 10.2 In particular, the Partner may abandon the projects and cease all financial contributions if the funds made available by the Partner have not been made directly available to the projects, as previously decided upon.
- 10.3 In case of termination for whatever reason, the sums paid by the Partner but not yet utilized by UNESCO will be returned to the Partner.

## Article 11 - Final Provisions

- 11.1 The present Agreement may be modified by a written amendment to be signed by UNESCO and the Partner, at the proposal of one of the Parties and after consultation between the Parties.
- 11.2 The present Agreement is concluded *intuitu personae*. It can be in no case transferred or assigned.

Done in Paris

on [date]

in two original copies

**For UNESCO**

**For the Partner**

\_\_\_\_\_  
(Signature)

[name]

Director General

\_\_\_\_\_  
(Signature)

[name]

[title]

Standard fund-raising contract**CONTRACT***between**and*

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

7, place Fontenoy,  
75007 Paris

hereinafter called "UNESCO"

represented by

[name of UNESCO sector/ division]

[name, legal identity]

[address]

hereinafter called "the Contractor"

represented by

[name, title]

# **1. DUTIES OF THE CONTRACTOR**

- 1.1 The Contractor is given the **non exclusive** right by UNESCO to act as **fund-raising consultant to the \_\_\_\_\_ project** [hereinafter referred to as "the Project"], and, in that capacity, to propose the projects contained in Annex I to this contract for funding by private individuals and companies. The Contractor undertakes to deploy his/her best efforts to raise US\$ \_\_\_\_\_ in accordance with the budget contained in Annex II to the present Contract and the remuneration of the Contractor as stipulated in Article 3 of the present Contract.
- 1.2 Within \_\_\_\_\_ month(s) from the entry into force of the present Contract, the Contractor shall submit for UNESCO's approval a work plan for his/her activities, including
- (i) a list of descriptions, addresses and contact persons of the potential donors to be approached;
  - (ii) samples of project presentations, letters and all other messages which he/she will use for his/her activities in the context of the present Contract.

The work plan will respect the Internal Guidelines for Private Sector Fund-Raising in Favour of UNESCO, contained in Annex III to the present Contract. These Guidelines being an internal document, the Contractor guarantees not to present them, or parts thereof, to any person who is not a staff member of UNESCO.

- 1.3 The Contractor shall provide UNESCO, every \_\_\_\_\_ month(s), with a written report on the progress of his/her activities. This report shall contain:
- (i) a summary of activities undertaken in the last \_\_\_\_\_ month(s) in the context of the present Contract;
  - (ii) a work plan of the activities foreseen under the present Contract for the next \_\_\_\_\_ month(s);
  - (iii) a summary of the reactions of the contacted potential donors, including descriptions, addresses and contact persons of contacted potential donors, the nature and US Dollar equivalent of obtained or pledged contributions, as well as the donors' reason in case they are not interested in supporting the Project.

- 1.4 Each donor to the Project must be approved by UNESCO. The modalities for the transfer of funds to UNESCO by a specific donor will be agreed upon between that donor and UNESCO.
- 1.5 The Contractor has been informed that other fund-raising initiatives are presently undertaken in favour of several UNESCO projects. He agrees to provide all necessary information which may be requested by UNESCO for co-ordinating these different fund-raising initiatives and to follow instructions concerning contacts with specific funding sources which may be issued by UNESCO for this purpose.

2. **DURATION OF THE CONTRACT**

The present contract will enter into force upon signature by both parties. It will remain in force until \_\_\_\_\_ unless the funding target mentioned in Article 1.1 of the present Contract is met prior to that date, or unless it is terminated in accordance with Article 10 of the present Contract.

3. **REMUNERATION**

*[Combination of the following (A,B):]*

A. **Commission**

It should be noted that commissions should be exclusively paid for fund-raising activities in favour of non-humanitarian projects. Commission payments for humanitarian projects being considered as unethical (the "fund-raiser's" remuneration should not be proportional to the extent of miseries, catastrophies or emergencies which determines directly the potential for donor mobilization), fund-raisers for this type of projects should be paid a guaranteed lump sum, either upon the signature of the contract, or after receipt by UNESCO of a certain amount collected.

*The Contractor will receive a commission of 10% (ten percent) on the net amounts received in cash directly by UNESCO through the efforts of the Contractor. This commission will be paid to the Contractor by a bank transfer to his/ her order within three weeks of the quarter ending in which the total receipt of contributions on the UNESCO account specified in Article \_\_\_\_ [specifying UNESCO's account - here: Article 4.1], or the balance at the end of the agreement, for which a commission has not yet been paid, exceeds an amount of US\$ 50.000.*

B. **Travel and/ or communication costs**

- (i) In case the fund-raising agent covers his/her travel and communication costs, a commission of 15% could be proposed for the first US\$ 100.000 raised:

*For funds raised up to a total amount of US\$ 100.000, the Contractor shall receive a commission of 15% (fifteen percent) on the net amounts received in cash directly by UNESCO through her/ his efforts.*

*For funds raised exceeding a total amount of US\$ 100.000, the Contractor shall receive a commission of 10% (ten percent) on the net amounts received in cash directly by UNESCO through her/ his efforts.*

*The commission will be paid to the Contractor by a bank transfer to his/her order within three weeks of the quarter ending in which the total receipt of contributions on the UNESCO account specified in Article \_\_\_\_\_ [specifying UNESCO's account - here: Article 4.1], or the balance at the end of the agreement, for which a commission has not yet been paid, exceeds an amount of US\$ 50.000.*

- (ii) Advance payment of a lump sum (condition: funds available in budget of UNESCO's programme service)

*The Contractor shall be paid an amount of US\$ \_\_\_\_\_ in order to cover his/her travel and communication costs. This amount shall be paid by a bank transfer to his/her order upon signature of the present Contract.*

- (iii) Reimbursement (condition: funds available in budget of UNESCO's programme service)

*The Contractor shall be entitled to be reimbursed for actual costs for travel and/ or printing which are approved in advance by UNESCO and certified by the necessary documents. Furthermore, the Contractor shall be entitled, upon presentation of the necessary documentation, to be reimbursed for actual costs, not exceeding US\$ \_\_\_\_\_ per month, for communication (postal expenses, telephone, fax, cable) undertaken in connection with the implementation of his/her activities under the present Contract.*

In case the Contractor does not receive any remuneration in addition to the lump sum/ reimbursement, this should be clearly stated :

*The Contractor will receive no remuneration for his/ her services under the present Contract. However, the Contractor shall be paid / entitled....[see (ii), (iii) above]*

C. **Standard Clauses** (to be stipulated at the end of Article 3)

- 3.(x) For contributions in kind/ donations of goods or services resulting from the Contractor's activities, the Contractor will receive a fee determined by mutual agreement between the Contractor and UNESCO.
- 3.(y) Should the Contractor's costs for his/her activities be greater than the amounts specified in Article(s) 3.1 (and 3.2) [specifying the remuneration] of the present Contract, no claim for the payment of this difference can be made to UNESCO.
- 3.(z) The Contractor will assume responsibility for the payment of all taxes and social security contributions that arise from his/her activities under the present Contract.

4. **MODALITIES OF PAYMENT**

- 4.1 Upon the conclusion of an agreement with a specific donor according to Article 1.4 of the present Contract, the contribution in question shall be directly transferred by the donor to UNESCO's account, the references of which shall be defined in the above agreement.

- 4.2 Activities to be funded from the contributions obtained by UNESCO through the efforts of the Contractor will respect UNESCO's rules regarding administrative support costs.

5. **DOCUMENTS/ PRESENTATIONAL MATERIALS**

- 5.1 UNESCO shall provide the Contractor with an introduction statement which explains to the potential donors to be contacted by the Contractor the mandate entrusted to him by UNESCO.
- 5.2 The Contractor shall prepare, in close collaboration with UNESCO, the documents in which the projects will be presented to the potential donors. UNESCO shall be the owner of the copy rights pertaining to these documents.

6. **SETTLEMENT OF DISPUTES**

All disputes arising out of or in connection with the present Contract shall be settled by mutual understanding. However, if no amicable settlement has been arrived at, any dispute shall be settled by arbitration, the arbitrators to be chosen by both parties. If a choice of arbitrators cannot be agreed upon, the President of the High Court of Justice of Paris ("Tribunal de Grande Instance") will designate, on request by one of the parties, an arbitrator.

Arbitration will take place in Paris according to the rules and procedure adopted by the arbitrating body. Costs will be determined by referring to the rates established by the International Chamber of Commerce in similar cases. Costs could be either split between the two parties, or one party could be designated to pay. Both parties agree to be bound by an arbitration award.

7. **STATUS OF THE CONTRACTOR**

Neither the Contractor, nor anyone whom he/she may employ, shall be considered as an agent or a member of the staff of UNESCO, and shall not be entitled to any privileges, compensation or reimbursements, nor immunity, except as otherwise provided herein, nor shall he/she be authorized to commit UNESCO to any expenditure or other obligations.

8. **PRIVILEGES AND IMMUNITIES OF UNESCO**

Nothing in or relating to this contract shall be deemed as a waiver of any of the privileges and immunities of UNESCO.

9. **CONFORMITY WITH LAWS**

The Contractor agrees to respect the laws of the country in which he/she operates, and guarantees that he/she will not permit any official of UNESCO to receive a direct or indirect profit from this contract. Furthermore, the Contractor certifies and warrants that he/she has not, nor has his/her staff, been convicted of any crimes and that there are currently no lawsuits or legal actions being taken against him/her.

Should this happen, the Contractor undertakes to notify UNESCO immediately.

10. **TERMINATION**

Notwithstanding the provisions in Article 2 of the present Contract, both parties will have the right to terminate the present contract, upon three months' written notice to the other party, if one party is declared bankrupt, or if the Contractor fails to carry out any obligation under this contract, or the occurrence of any other condition within the Contractor's control which interferes with or threatens the successful performance of the work, or if the parties cannot agree on the modalities of execution.

11. **ASSIGNMENT**

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

12. **INDEMNIFICATION**

The Contractor shall hold harmless, defend and - if UNESCO so requests - indemnify UNESCO, and UNESCO staff and agents, against all lawsuits, claims or costs and liabilities resulting from any intellectual property disputes or other disputes caused by acts or omissions of the Contractor or his/her employees.

13. **USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO**

Unless authorized in writing by UNESCO, the Contractor shall not use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO, for advertising or any other purposes.

Done in two original copies

**For UNESCO:**

Date:

---

[name][title]  
Bureau for Relations with  
Extra-budgetary Funding Sources

**The Contractor:**

Date:

---

[name],[title]

**Annex I:** Detailed Project Description

**Annex II:** Budget

**Annex III:** Internal Guidelines for Private Sector Fund-Raising in Favour of UNESCO

# INDEX

-Keyword	Page N° (chapter) / ANNEX N° (paragraph)		
-Acknowledgements	IX (A.)	-Intergovernmental institutions	1 (3.2)
-Agreements	3 (6.)	-Internal entity of UNESCO	1 (2.1); III; X (A.)
- fund-raising	4 (6.6); XVII	-Logo (UNESCO's) →	Name
- funds-in-trust	4 (6.4); XIV; XV	-Marketing	
- memorandum of understanding	4 (6.3)	- assistance	III
- preparation	4 (6.7); I (D.); III	- techniques	I (D.)
- risks	II (A.)	-Member State	1 (3.2); II (B.); VI (C.)
- standard clauses	4 (6.2); XIV	-Media	
- structure	4 (6.2); XIV	- coverage	IX (C.)
- submission	4 (6.7)	- visibility	II (B.)
- umbrella agreement	4 (6.5); XVI	-Memorandum of Understanding	4 (6.3)
-Basic texts and resolutions	1 (1.); I	-Name (UNESCO's)	
-Benefits for funding sources →	Incentives	- protecting clauses	XIV; XVI; XVII
-Bilateral donors	1 (3.2)	- use	3 (6.2); I (F.); IX
-Certificate →	Prize	-Natnl. Commission 2 (4.3), (4.4);	II (B.); III; VI (C.); IX
-Commercial interests of funding sources →	Incentives	-NGOs	III; IX
-Constitution	I (A.)	-Official contact	1 (2.1); III; VI (B.)
-Contracts →	Agreements	-Official relations	IX (A.)
-Contribution 3 (6.2); I (A.); I (B.); III; VIII; IX (A), (B); XII		-Outside agent 1 (2.1); 3 (5.2); III; VI (C.); X (A.), (B.); XI	
-Co-ordination		-Participation programme	1 (3.2)
- of FR capacities	1 (1.)	-Partners (→ see also Funding sources)	
- of FR initiatives	1 (1.); I (D.)	- medium term strategy	I (E.)
- of projects	3 (5.2); 3 (6.2); VI	- perception	2 (3.2); II (B.), (C.)
-Corporate identity	IX	-Patronage (UNESCO's)	IX (B.)
-Definitions	III	-Potential	1 (1.); II (B.), (C.)
-Development banks	1 (3.2)	-Prize	IX (A.)
-Evaluation		-Procurement of equipment/ services	1 (2.2)
- of reactions to funding requests	3 (5.3); XI	-Programme (UNESCO's)	1 (3.1),(3.2); 2 (3.2)
-Exclusivity		-Project (UNESCO's)	1 (3.1),(3.2); 2 (3.2)
- granted	II (A.); IX; XVII	- budget	4 (6.2); VI; VIII
-Executive Board		- description	2 (5.1), 4 (6.2); VII
- approval	4 (6.8); I (B.)	- equipment	IX (C.)
- decision	I (F.)	- participation	3 (6.2); IX, IX (B.); XIV
-Field unit	I (C.); III	- proposals	2 (5.); I (C.); II (C.), (D.); VI
-Foundations	III; IX; XIV	-Promotion	IX
-Funding		- assistance	III
- required	2 (5.1); VII	-Proposals of projects to UNESCO	XI (B.)
- types	1 (3.2)	-References about funding sources	2 (4.1); IV; V
-Funding requests		-Regular budget	1 (3.2); VIII
- evaluation of reactions	3 (5.3); XI	-Risks	II
- preparation	2 (5.); II (D.)	- commercial	1 (1.); II (C.)
- submission	3 (5.2); III; VI; X	- legal	1 (1.); II (A.)
-Funding sources	III	- political	1 (1.); II (B.)
- conditions for collaboration	3 (6.2)	-Segments (Private Sector-)→	Target Groups
- references	2 (4.1); IV; V	-Sponsors (→ see also Funding sources)	
- selection	2 (4.); II (A.), (C.); V; VI	- acknowledgements	IX (A.)
- selection criteria	2 (4.2); II (C.); V; VI (C.)	-Support costs	3 (6.2); VII; XIII
-Funds-in-trust	4 (6.4)	-Target groups	
-Goodwill ambassadors	III	- identification	VI (A.), (B.)
-Image (→ see also Target groups)		- perception	2 (3.2); II (C.); X
- institutional	II (C.)	- utilization	IX
- exploitation	IX	-Tax deductions	2 (4.4)
-Incentives	IX	-UN	1 (3.2); 2 (4.2); V; XIV
- interest created	X	-UNESCO Clubs and Associations	III
- project proposals	2 (5.1)	-Warranties	XIV
- requirements	IX (A.), (B.), (C.)		