

Memorandum of Understanding
between
The Australian Agency for International Development (AusAID)
and the
United Nations Educational, Scientific and Cultural Organization
Institute for Statistics (UIS)

Core funding support to UIS to develop education statistics

1. The Government of Australia acting through AusAID will make available to UIS a sum not exceeding \$1,000,000 (Australian dollars) (referred to as "the Contribution") to support UIS' core activities in education.
2. The arrangements for support are for AusAID funds to be used to support the UIS core activities related to education statistics, including to:
 - collect and maintain education statistics which reflect changing policy and are reliable, internationally comparable and robust, as well as feasible to collect. This will be done through building partnerships and cooperation, reviewing data sources and quality and improving access to data and metadata;
 - produce and implement new statistical standards, classifications, methodologies, indicators and related documentation in the field of education. The UIS has a duty to provide guidance to Member States on how to monitor the areas of UNESCO's mandate, through international standards based on best practice;
 - develop the statistical and analytical capacity of Member States. The UIS will assist countries to improve their capacities for education data collection, processing, quality control, analysis and dissemination through training and other forms of support;
 - provide analytical service within the context of the Institute's mission. The UIS will work in partnership with a wide range of other researchers and data users in order to analyse and interpret cross-national education data; and
 - monitor Education for All. The UIS is the lead agency responsible for the collection of data and indicators to monitor Education for All (EFA) goals and the education-related targets of the Millennium Development Goals (MDGs). They work in close collaboration with the EFA Global Monitoring Report team.

3. The Contribution will be administered by UIS and will be subject to the following conditions:
 - a. The Contribution will be used by UIS to support their core activities and related costs in education.
 - b. The Contribution is stated in Australian dollars but may be paid in foreign currency (at the exchange rate prevailing on the day of transfer) in accordance with the payment schedule in paragraph 4.
 - c. The contribution will not be used to meet the cost of import duties (or similar fees) imposed by the partner government/Country where the activity is taking place.
4. Following signature of this agreement by both parties, AusAID will make payments in accordance with the following payment schedule:
 - a. \$500,000 (Australian Dollars) by June 2012
 - i. AusAID reserves the right to pay up to an additional \$100,000 (Australian Dollars) by June 2012
 - b. The balance of agreed contribution up to \$500,000 (Australian Dollars) by December 2012
5. On the signing of the MOU, AusAID is proposing to make a contribution towards UIS' core costs. On that basis AusAID will expect to see the documents stated in paragraph 10 from UIS.

6. Payments will be made into UIS' bank account held at:

CORRESPONDENT BANK: Citibank New York
ABA number: 021000089
SWIFT code: CITIUS33

BENEFICIARY BANK: Citibank NA Canadian Branch
123 Front Street West, 10th Floor
Toronto, Ontario M5J 2M3
Canada
Account holder name: UNESCO UIS
Bank code: 0328
Branch number: 20012
Account number: 2017588006
SWIFT code: CITICATTBCH

7. The officers responsible for co-ordination of all matters relating to this Arrangement are:

AUSAID:

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Manager, Education Policy and Partnerships

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UIS:

Olga Ovsyannikova

Executive Assistant to the Director

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Fax: +1 514 343-6862

Email: o.ovsyanikova@unesco.org

8. The contribution will be credited to the UNESCO Institute for Statistics Canadian Dollars bank account. The funds in the Account may be freely exchanged by UIS into other currencies as may facilitate their disbursement.

9. UIS will administer and account for the Contribution in accordance with its financial regulations and other applicable rules and procedures and practices.

10. UIS will provide AUSAID with its annual progress report and financial statement.

11. **ANTI-CORRUPTION**

a. AUSAID and UIS are committed to preventing and detecting corruption and bribery. UIS through its employees, agents or representatives will not make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Agreement or any arrangement or provision of funds in relation to UIS core activities related to education statistics.

b. UIS will use its best endeavours to ensure that any employee, agent, representative or other entity involved in UIS core activities related to education statistics will also comply with this paragraph headed 'Anti-Corruption'

12. FRAUD

- a. UIS and its employees, agents, representatives and subcontractors will not engage in any Fraudulent Activity. UIS is responsible for preventing and detecting Fraud.
- b. If UIS becomes aware of any detected, suspected or attempted Fraudulent Activity involving the [Project/Program], UIS will report it to AusAID in writing within five (5) working days. AusAID may direct UIS to investigate the alleged Fraud and UIS will undertake an investigation at UIS's cost and in accordance with any directions or standards required by AusAID.
- c. Following the conclusion of any investigation which identifies Fraudulent Activity, UIS will:
 - i. make every effort to recover any part of the Contribution, the subject of Fraudulent Activity;
 - ii. refer the matter to the relevant police or other authorities responsible for prosecution of Fraudulent Activity; and
 - iii. be liable for the repayment of any part of the Contribution misappropriated by UIS or its employees, agents, representatives or subcontractors.
- d. The obligations of UIS under paragraphs 12.3(b) and (c) above will survive the termination or expiration of this Agreement.
- e. For the purposes of this paragraph headed 'Fraud':
 - i. "Fraudulent Activity", "Fraud" or "Fraudulent" means dishonestly obtaining a benefit by deception or other means.

13. TRANSPARENCY

- a. The Australian Government publishes information about funding results consistent with AusAID's Transparency Charter
 - i. UIS will publish information about the partnership/activity agreement, funding received and results achieved in accordance with its policies, plans and processes on transparency and disclosure
 - ii. Prior to publication or release of information about a sensitive matter (fraud, corruption, counter-terrorism and child protection) the parties will consult

14. **CHILD PROTECTION**
 - a. **UIS** acknowledges **AusAID's Child Protection Policy** (http://www.ausaid.gov.au/Publications/Documents/child_protection.pdf) and will use its best endeavours to act in accordance with the principles of AusAID's **Child Protection Policy** in addition to abiding by other relevant international declarations, conventions and agreements.
15. **COUNTER TERRORISM**
 - a. Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both AusAID and UIS are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of AusAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, UIS undertakes to use its best endeavours to ensure that the Contribution is not used to provide support to individuals or entities associated with terrorism. If, during the term of this Agreement, UIS discovers a link with any organization or individual associated with terrorism, it will inform AusAID immediately.
16. **BRANDING**
 - a. UIS will acknowledge Australia's Contribution and any other relevant Australian support for UIS core activities related to education statistics in any promotional material including speeches, media statements, publications, advertisement, signage and stationery. In doing so, UIS will make it clear that UIS is responsible for implementation of core activities related to education statistics and that the funding and/or support for UIS core activities related to education statistics is from the Australian Government through the use of the Australian Aid Identifier. Guidelines are available on the AusAID website.
17. AusAID will not be responsible for the activities of any person or third party engaged by UIS as a result of this Memorandum, nor will AusAID be liable for any costs incurred by UIS in terminating the engagement of any such person.