

Contract N°: 4500346091

(Please quote this reference in all correspondence and communications)

## IMPLEMENTATION PARTNERS AGREEMENT

between



United Nations  
Educational, Scientific and  
Cultural Organization

THE UNITED NATIONS  
EDUCATIONAL, SCIENTIFIC AND  
CULTURAL ORGANIZATION

(hereinafter called "UNESCO")

the headquarters of which are  
situated in Paris

*UNESCO Office in Jakarta*

*5 Jl. Galuh II*

*12110 Jakarta*

*Indonesia*

and Name CONSELHO DE IMPRENSA  
DE TIMOR-LESTE

(hereinafter called "the Partner")

Address BIPOS MADEIROS,  
P. O. Box 455

670 DILI

Timor-Leste

Vendor

number 334005

on the duties and obligations of the partner in the implementation of the project "Strengthening Media Self-Regulatory Mechanisms in Timor Leste", hereinafter referred to as "the project"

In conformity with the provisions of the project described in Annex I, together with the associated budget, UNESCO and the Partner hereby agree as follows:

### Article I – Duties and obligations of the Partner

1. In conformity with the provisions of the project described in Annex I, the Partner shall carry out the work assignments described below in paragraph 3.
2. Furthermore, the Partner agrees:
  - a. To the cost/budget estimate included in Annex II corresponding to the activities to be carried out by the Partner;
  - b. To be financially responsible for the utilization of the funds transferred to it by UNESCO under the present Agreement;
  - c. To submit to UNESCO, for approval every 6 months, or at least before the payment of a new instalment, a narrative report on progress achieved in implementation, possible problems encountered, and remedial action proposed or taken. A final report shall also be submitted to UNESCO, for approval as soon as possible, and no later than three (3) months after completion of all implementation activities;
  - d. To submit to UNESCO every six (6) months a financial report for approval. The partner may use its own financial report format on condition that it includes all the data contained: in the standard financial template in Form AM 7-11. The financial reports must be duly certified by the partner's own financial Comptroller or equivalent, and reflect the expenditure incurred under the funds transferred within this Agreement;
  - e. To submit to UNESCO a final financial report for approval as soon as possible, and no later than three (3) months after termination of all activities, and liquidation of all outstanding obligations. In case of implementation partner agreements less than US \$ 150,000 the final financial report must be certified by the partner's own financial authority (Comptroller or equivalent). For implementation partners agreements where the amount transferred to the partner equals or is over US \$ 150,000 the final financial report must be audited by the External Auditor of the Partner. The Partner shall provide UNESCO the name and the address of their External Auditor;

- f. To maintain financial records and books and all receipts (in original or certified copies of the original);
- g. To keep separate books of its own expenses on the financial resources transferred by UNESCO under this Agreement;
- h. To effectively participate in the review and evaluation of implementation activities, and, if required, in the planning of any subsequent phase of the project;
- i. To be used when the Implementation Partner is a government or a governmental entity. In the event the Partner finds it necessary to sub-contract with other entities to execute specific project tasks, the Partner shall ensure that this is done through a process of competitive bidding under the local procurement rules applicable to the Partner, unless the sub-contractor is another government institution or an intergovernmental organization;

3. The work assignments and deliverables to be undertaken by the Partner comprise the following:

*Within the framework of the project "Strengthening Media Self-Regulatory Mechanisms in Timor-Leste" and under the overall authority of the Director and Representative of UNESCO Office in Jakarta as well as in close consultation with the Advisor of Communication and Information of the UNESCO Office in Jakarta, the Conselho de Imprensa de Timor-Leste (hereafter "Partner") shall carry out the following:*

*Preliminary stakeholders' meeting*

- *To organize a consultation with the relevant stakeholders of the media community such as publishers, journalists, journalism schools, policy makers including but not limited to AJTL, TLP, TLMDC, ARKTL, SECMCOMS, Universidade Nasional Timor Lorosa'e (UNTL) and Universidade Oriental Timor Lorosa'e (UNITAL), to address the various issues facing self-regulation in the media and the general field of journalism in the country;*

*Implementation Phase*

- *To organize the "kick-off" event at the beginning of the project and the "closing ceremony" at the conclusion of the project including securing the venue for the event, catering, audio-visual equipment, interpretation, photographer, relevant printed materials such as posters, banners and media kit. The event shall include the official launching of the project and will be officiated by the representatives of the Partner, UNESCO and the Netherlands;*
- *To organize twice a year a week-long "peer-to-peer" mentoring with regional and/or international experts, to strengthen the knowledge and capacity of the members and staff of the Timor-Leste Press Council to carry out their day-to-day management and operation of the press council. This includes developing an agenda for the invited expert for the duration of the "peer-to-peer" mentoring;*
- *To organize an annual public symposium/ training workshop with the participation of journalists and other relevant stakeholders in the country concerning self-regulation of the media including securing the venue for the event, catering, audio-visual equipment, interpretation, photographer, relevant printed materials such as posters, banners, media kit, and participants' certificate. The annual public event should coincide with an established international day such as World Press Freedom Day (3 May), the International Day for the Universal Access to Information (28 September), or the International Day to End Impunity for Crimes Against Journalists (2 November);*
- *To participate in international events that will facilitate sharing of good practices and latest development in the areas of press freedom and self-regulation such as the World Press Freedom Day celebrations on 3 May;*
- *To support the journalism schools in training of journalism students especially with regard to theoretical component of code of ethics and self-regulation of the media. Specifically, the Partner should provide the "theoretical" training to journalism students of UNTL and UNITAL concerning the importance of self-regulation and the journalists' code of ethics. These trainings can be built into the journalism curricula;*
- *To organize the production of visibility and publicity materials in accordance with UNESCO's guidelines such as booklet on the code of ethics, infographic on the code of ethics, animation, and posters in Tetum, Portuguese and English language.*

*Monitoring and reporting*

- *To submit to UNESCO a narrative report every six months of the activities conducted during the preceding*

*six-month period*

- *To submit to UNESCO a financial report every six months according to UNESCO's format;*
- *To participate in the mid-term internal review process as well as the external evaluation at the end of the project;*

*Note:*

- *Any changes to the above-mentioned deliverables are subject to prior approval from UNESCO Office in Jakarta.*
- *According to UNESCO financial rules, if UNESCO's support is in excess of 50% of the total funds received for the activities, the financial statement should be certified by both the Chief Executive Officer and the Chief Financial Officer of the body implementing the contract.*
- *In case of non-implementation of the project or unspent funds, the reimbursement of advance payment to UNESCO shall be made in the same currency as the payment made by UNESCO.*
- *In line with UNESCO's overall gender mainstreaming strategy, the Partner is expected to integrate a gender perspective in all activities and apply gender analysis and mainstreaming concepts whenever feasible.*

*Payment:*

*The Partner shall be paid up to a total of USD 48,524 for work completed and submitted to UNESCO for approval in the following instalments and deadlines:*

*By 15 November 2017 (USD 8,460):*

- *Original 1st Invoice charged to UNESCO;*
- *Agenda, list of participants, and relevant invoices/price quotations for the stakeholder consultation meeting;*
- *Agenda, list of participants, and relevant invoices/price quotations for the "kick-off" ceremony*

*By 28 February 2018 (USD 24,364)*

- *Original 2nd Invoice charged to UNESCO;*
- *Narrative report and expenditure report of the stakeholder consultation meeting and the "kick-off" ceremony,*
- *Narrative report and expenditure report of the "kick-off" ceremony,*
- *Agenda, list of participants, and relevant invoices/price quotations for the public symposium;*
- *Proposal for participation to international events;*
- *1st overall progress report from November 2017 to March 2018;*

*By 31 July 2018 (USD 12,700):*

- *Original 3rd Invoice charged to UNESCO;*
- *Narrative report and expenditure report of public symposium;*
- *Narrative report and expenditure report of participation to international events;*
- *Proposal for infographic;*

*By 15 October 2018 (USD 3,000):*

- *Original 4th Invoice charged to UNESCO;*
- *Final infographic*
- *Final overall narrative report covering 12-month period from November 2017 to October 2018;*
- *Financial Statement corresponding the total expenditure incurred during project period;*

*Manner in which to publicize the project*

*Throughout the process, the Partner shall strive to ensure visibility of the project and of the Donor's support including but not limited to press conferences (including at the "kick-off" event, closing ceremony, and annual public symposiums), press releases, media kits, and social media outreach. Visibility will also be reflected in all printed (or digital) materials that will be distributed to the different districts in the country. Specifically,*

*infographic material and posters bearing project, donor, and partners' name will be widely distributed in the country. All visibility and publicity materials must be produced in accordance with UNESCO's guidelines.*

## Article II – Duties and obligations

1. In conformity with the provisions of the project described in Annex I, UNESCO is the coordinator of the project. UNESCO's financial and administrative rules and regulations for implementation shall therefore apply to this Agreement, unless explicitly stated otherwise.
2. UNESCO's main duties and obligations in project management and coordination comprise the following:
  - a. Ensure overall management and coordination of implementation;
  - b. For extrabudgetary projects, ensure liaison with the funding source, including the timely submission of narrative and financial reports;

## Article III – Duration of agreement

1. If the agreement is not signed by the Partner and returned to UNESCO by 10/11/2017 at the latest, it will be considered null and void unless signed by both parties.
2. The effective date of the agreement is the date of signature by the Partner and its expiry date is the date of approval by UNESCO of the work submitted by the Partner or otherwise, at the latest, the deadline for submission of the reports corresponding to the final payment indicated in Article IV.2 below.
3. After expiration of the agreement, the Partner cannot claim payment for work not delivered on time as stipulated in Article IV.2 below.

## Article IV – Payments and equipment

1. **Conditions of payments**
  - a. The Partner, through the signature of the present Agreement, accepts responsibility for the implementation of the activities indicated in the above Article I. UNESCO will proceed with the relevant payments as reflected in the budget enclosed in Annex I, to be expended under the direct responsibility of the Partner.
  - b. All payments shall be made in the currency of the agreement. UNESCO shall not make any payments which are due under this agreement to anyone other than the contracting partner hereto. Amounts expressed and payable in another currency than US\$ shall be converted at the official UN rate of exchange in force on the date of payment. The partner shall not perform any other assignments, which may result in any costs in excess of the amount specified above without the prior written agreement of UNESCO's signatory to this contract. The cost of the local bank transfers will be borne by the partner.
  - c. All payments shall be effected by bank transfer. UNESCO shall be responsible for its own banking fees but any possible intermediary banking fees, as well as the beneficiary's own banking fees, shall be the responsibility of the Contractor.
  - d. The Contractor should confirm below mentioned banking instructions for any payment arising from the present contract (only one banking instruction is allowed in any one contract):

Name of the Bank: BANK MANDIRI (PERSERO), PT

Address of the Bank: JL. GATOT SUBROTO KAV 36-38 JAKARTA 12190

Name of the Account Holder: CONSELHO DE IMPRENSA DE TIMOR-LESTE  
Number of Account: 601 00 00829\*\*\*\*  
SWIFT Address: BMRIIDJA

## 2. Instalments

The funds will be payable in the following instalments only upon certification by UNESCO of satisfactory performance by the Partner and UNESCO's approval of the reports submitted by the partner corresponding to each payment:

Payment N°	Upon submission to and approval by UNESCO of the following work	Article I Reference	Latest date for submission	Amount/Currency
01	Agenda.participants.quotation.invoice	4	15/11/2017	8460.00 USD
02	Reports.proposal.progress report.invoice	5	28/02/2018	24364.00 USD
03	Reports.proposal for infographic.invoice	6	31/07/2018	12700.00 USD
04	Report.fin.statement.invoice	7	15/10/2018	3000.00 USD
Total amount				48524.00 USD

## 3. Source of funds for payments

- If the project is funded from extrabudgetary contributions, UNESCO shall pay the Partner from the funds allocated by the funding source in accordance with the Funding Agreement governing the project described in Annex I. All payments by UNESCO will be under the condition that UNESCO has received the funds from the funding source.
- In the case of delayed payment or non-payment of funds by the funding source, UNESCO shall immediately notify the Partner. UNESCO shall not be in any obligation to pay or reimburse the Partner for activities undertaken by the latter after notification of late or non-payment from the funding source. In the event of a dispute in this respect, the Partner shall apply to the funding source.

## 4. Reimbursement

- If the work corresponding to any or all the above instalment payments is not completed to the satisfaction of UNESCO and/or prior to expiration of this Agreement, UNESCO shall have the right to require partial or full reimbursement of funds transferred to the Partner. The same shall apply if the works/services already rendered by the partner are either unusable or inadequate in relation to the work assignments stipulated in Article I above.
- Any part of the funds contributed by UNESCO for the partner's implementation of the agreed work assignments that remain unspent at the operational termination of the project shall be reimbursed to UNESCO.
- Any sums to be reimbursed shall be returned to UNESCO in the same currency as the original instalments transferred to the Partner.

## 5. Equipment

Equipment, materials and supplies acquired through this agreement shall be devoted to the execution of the project defined in Annex I. The equipment shall remain the property of UNESCO. On termination of the project, the Partner shall consult UNESCO who will then decide on the transfer of the official title of such equipment after due consultation with the donor funding the project.

## Article V – Performance Assessment and other related conditions

1. At least once a year UNESCO shall carry out a comprehensive assessment of the Partner's performance. The first such assessment shall hence take place by 30/11/2020.
2. If the Partner's performance is deemed non-satisfactory, UNESCO shall, upon appropriate consultations with the Partner, propose measures to rectify the situation. If the Partner fails to meet UNESCO's requirements in this respect, the Partner shall be given three (3) months' notice of termination of the Agreement.
3. If the Partner, for reasons beyond the Partner's control, is unable to complete the work assignments listed above in article II within the time frame foreseen in the present Agreement, the Partner shall notify UNESCO with a view to extending the Agreement. For an extrabudgetary project, and as required, UNESCO shall consult the funding source to obtain the necessary prior approval for such extension.

## Article VI – Audits and evaluations

1. UNESCO shall have the right, at its own expense, to have the Partner's books and records pertaining to the project bank account and project execution reviewed (and, if desired, copied) upon prior written notice at any reasonable time agreeable to the Partner by the UNESCO's Internal/External Auditor, auditors as UNESCO may appoint or the partner's own auditor.
2. UNESCO may conduct, or arrange for, a periodic evaluation of the Partner's implementation of the project. To this end, the Partner will, upon UNESCO's request, enable representatives or designees of UNESCO to visit the project site(s) and facilities, inspect property and review books and records related to the project.

## Article VII – General Conditions

### 1. Legal Status

Neither the Partner, nor anyone whom the Partner may employ to carry out the work, is to be considered as an agent or member of the staff of UNESCO; and they shall not be entitled to any privileges, immunities, compensation or reimbursements not mentioned in the present Agreement; nor are they authorized to commit UNESCO to any expenditure or other obligations.

### 2. Obligations, Indemnification and Insurance

- a. The Partner attests that the services provided are an original work, or a new or improved product or process or service specially designed for UNESCO, and that they do not prejudice the rights of third parties and are not in violation of any applicable law.
- b. The Partner shall indemnify and absolve UNESCO 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 Partner, or by any of its employees in the execution of the present Agreement.
- c. UNESCO shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution of the present Agreement. Should the Partner consider such insurance to be necessary, it agrees to purchase it itself.
- d. The Partner shall indemnify, hold and save harmless, and defend, at its own expense, UNESCO, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Partner, or the Partner's employees, officers, agents or sub-contractors, in the performance of this Agreement. This provision shall extend, inter-alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual

property by the Partner, its employees, officers, agents, servants or sub-contractors. The obligations under this provision do not lapse upon termination of this Agreement.

**3. Use of the Name, Acronym or official Logo of UNESCO**

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

**4. Status of UNESCO**

The Partner will respect the status of UNESCO as an intergovernmental organization of the United Nations system with its own distinct Constitution. The partner confirms that it is not involved in the production of goods, or the delivery of services, which would be contrary to the objectives and principles of UNESCO, the United Nations Organization or other institutions of the United Nations system.

**5. Liability**

- a. Nothing in the present Agreement shall be construed as establishing a separate legal partnership, joint venture, agency, exclusive arrangement or other similar relationship.
- b. Each Party to the present Agreement shall be solely responsible for its own acts and omissions, including those of its agents, employees, and consultants.
- c. The Partner may enter into such procurement contracts (for the purchase of goods, works, or services, including consultant and non-consultant services), sub-contracts, and other subsidiary agreements, as it deems necessary and appropriate. However, it is understood that at all times, the Partner remains responsible to UNESCO for discharging responsibilities under the present Agreement, and for ensuring the successful achievement of the objectives of the project.
- d. The Partner shall apply at least the standards of UNESCO's rules and regulations on procurement procedures whenever purchasing equipment for the project in conformity with the project document and the associated budget.
- e. The Partner shall be solely responsible to deal with and absorb all costs, if any, relating to possible claims brought against it, or against UNESCO, as a result of the project by its employees, personnel, consultants, agents, or sub-contractors.

**6. Privileges and Immunities**

Nothing in or relating to the present Agreement shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of UNESCO.

**7. Assignment**

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

**8. Conformity with laws**

The Partner agrees to respect the laws of the countries in which it operates, and guarantees that it will not permit any official of UNESCO to receive a direct or indirect profit from this Agreement. Furthermore, the Partner certifies and warrants that it has not, nor has its staff, been convicted of any crimes, and that there are currently no lawsuits or legal actions being taken against it. Should it happen, the Partner undertakes to notify UNESCO immediately.

**9. Notification**

- a. All written notices under the present Agreement shall be sent to the following address:

For UNESCO

For the partner

Sector: JAK

Name: Lim, Ming Kuok

Name: CONSELHO DE IMPRENSA DE TIMOR-LESTE

Title: ADVISOR FOR COMMUNICATION AND  
INFORMATION

Title:

Email: mk.lim@unesco.org

Email: lamukan@gmail.com

Fax:

Fax:

- b. Each Party shall inform the other, in writing, of any modification of the above information.

#### **10. Termination**

Should either Party fail to meet its obligations, the other Party may terminate the present Agreement with a written notice to the other Party; termination will take effect three (3) months after receipt of the notice. The same will apply with respect to Force Majeure events making the realization of the project extremely hazardous. Examples of Force Majeure events include, but are not limited to, the sovereign acts of Governments, wars (whether declared or not), revolutions, civil strife, invasions, insurrections, fires, floods, epidemics, quarantine restrictions, freight embargoes, or prolonged unusually severe weather conditions.

#### **11. Settlements of Disputes, arbitration**

All disputes arising out of or in connection with the present Agreement shall be settled by mutual understanding. However, if no amicable settlement can be reached, any dispute shall be arbitrated according to the rules defined by the United Nations Commission on International Trade Law (UNCITRAL).

#### **12. Amendments**

The present Agreement may be modified in writing only, duly signed by UNESCO and the Partner, and expressly designated and numbered as an amendment.

#### **13. Child labor**

- a. The Partner represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter-alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- b. Any breach of this representation and warranty shall entitle UNESCO to terminate this Agreement immediately upon notice to the Partner, at no cost to UNESCO.

#### **14. Anti-Terrorism**

The Partner agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/docs/sc/committees/1267/1267listeng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

#### **15. Copyright, Patents and other Proprietary Rights**

UNESCO shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Agreement. The Partner shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNESCO in compliance with the requirements of the applicable law.

## 16. Annexes

The Annexes are an integral part of the present Implementation Partners Agreement. The Partner attests that the Annexes are at its disposal and that he/she is aware of its contents and related commitments:

- **Annex I**  
Project document, with associated budget breakdown, for the project to be implemented;
- **Annex II**  
Cost/budget estimate corresponding to the activities to be carried out by the Partner.

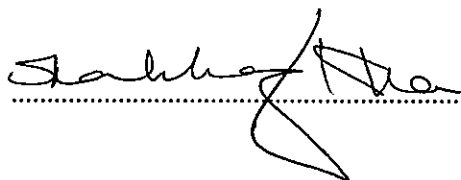
Done in two original copies.

Signed on behalf of UNESCO:

Name: Khan, Shahbaz

Date: 2-11-2017

Title: DIRECTOR OF OFFICE & UNESCO  
REPRESENTATIVE

Signature: 

On behalf of Partner:

Name: VIRGÍLIO DA SILVA GUTERRES

Date: 3 November 2017

Title: PRESIDENT OF TL PRESS COUNCIL

Signature: 