

Contract No.: **1044.6-**

35-12-11-15 MTD \$3400

3240118775

C/DB

**FEE CONTRACT**

THE UNITED NATIONS EDUCATIONAL,  
SCIENTIFIC AND CULTURAL ORGANIZATION  
(hereinafter called 'UNESCO')  
the headquarters of which are situated in Paris

and Name UNIVERSIDAD DE LA REPÚBLICA  
Forename \*  
\*\* Att. Dr. Rodrigo Arocena, Rector  
Address Avda. 18 de Julio 1824  
Montevideo  
Uruguay  
(hereinafter called 'the Contractor')

Identification Number \*:  
[to be requested from HRM]

hereby agree as follows:

**Article I. Work assignment**

The Contractor shall [describe work]:

En el marco de las actividades del Programa V "Comunicación e Información" de la UNESCO-MERCOSUR aprobadas para 2006-2007, el contratista deberá:

1.
  - a. Preparar un avance del Proyecto Archivo de Prensa del Patrimonio Cultural de Pensadores con el objeto de ingresarlo en el sitio del Archivo de Prensa que posee la Red de la Universidad de la República
  - b. Financiar la reproducción de numerosos documentos (manuscritos, impresos, imágenes, y grabaciones audiovisuales) en CDs reproduciendo materiales del Depto. de Microfilmación y Digitalización de la Biblioteca Nacional.
  - c. Cooperar con otras iniciativas (por ej. Asociación de Prensa, Universidades) para facilitar los enlaces con el Proyecto Archivo de Prensa del Patrimonio Cultural de Pensadores.
  - d. Asegurar el uso del logo de UNESCO en la página y el texto "Este sitio fue apoyado por la UNESCO a través del Contrato no. 1.044.6 en el año 2006."

2. El primer pago (US\$ 3.000) se efectuará previa recepción y aprobación por parte de la Oficina Regional de Ciencia de la UNESCO del contrato firmado, un plan de las actividades y un modelo de la página web de acuerdo al ítem 1 de este artículo, a más tardar el 7 de noviembre de 2006.

3. El pago final (US\$ 400) se efectuará previa recepción y aprobación por parte de la Oficina de UNESCO en Montevideo a más tardar el 31 de enero de 2007, un informe final evaluando los resultados alcanzados durante la actividad.

Cualquier suma no utilizada para los fines antes indicados deberá ser reembolsada a la UNESCO en la moneda utilizada para su pago.

Continuation on page 2 Yes  No

\* If the contractor is an individual

\*\* If the contractor is not an individual, insert legal structure and registry (e.g. 'a S.A.R.L., French commercial registry No. ...')

**Article I.** *[work assignment, continued]*

**Article II. Duration of contract**

- (a) If the contract is not signed by the Contractor and returned to UNESCO by **07/11/06** at the latest, it will be considered null and void.
- (b) The effective date of the contract is the date of signature by the Contractor and its expiry date is the date of approval by UNESCO of the work submitted by the Contractor or otherwise, at the latest, the deadline for submission of the work corresponding to the final payment indicated in Article IV.2 below.
- (c) After expiration of the contract, the Contractor cannot claim payment for work not delivered on time as stipulated in Article IV.2 below.

**Article III. Travel**

Required travel:  
(itinerary)

If the Contractor is required to travel in order to perform the work described in Article I above, a lump-sum is included in the fee indicated in Article IV.1 below to cover daily subsistence allowance and the cost of the tickets for the authorized travel. No travel expenses shall be reimbursed.

Contract No.: **1044.6-****Article IV. Conditions of payments**

UNESCO shall pay the Contractor a fee as follows [insert the total fee in words and figures, the currency, the instalments and other conditions of payment as applicable]:

**1. TOTAL FEE AND CURRENCY** **Fee expressed and payable in US\$**- total amount of United States dollars [in figures] **US\$ 3.400**[in words] **THREE THOUSAND FOUR HUNDRED DOLLARS** **Fee expressed in US\$ and converted into another currency**

- total amount equivalent to United States dollars [in figures]

[in words]

in [currency of payment]

at the official UNESCO rate of exchange in force on the date of payment.

 **Fee expressed and payable in a currency other than US\$**

- total amount of [in figures]

[in words]

[currency]

**2. INSTALMENTS**

The fee is payable in the following instalments only upon certification by the UNESCO Officer responsible for this contract of satisfactory performance by the Contractor of the work corresponding to each payment (except for the eventual advance payment):

Payment No.	Upon submission to and approval by UNESCO of the following work	Article I Reference	Latest date for submission	Amount
1	Al recibir y aprobar en UNESCO-Montevideo el contrato firmado, plan de actividades y modelo pag. web	1.2	07.11.2006	US\$ 3.000
2	Al recibir y aprobar en UNESCO-Montevideo el Informe Final.	1.3	31.01.2007	US\$ 400

**3. ADVANCE PAYMENT**

(a) One of the above payments represents an 'advance payment', i.e. a payment of part of the fees in advance of the performance of contractual services:

 Yes: Payment No. No

(b) If yes, the amount of this advance payment shall not exceed the expenses which the Contractor will need to pay before completion of the task(s) referred to in Article I above, and which are:

	<u>Object of expense</u>	<u>Amount</u>
(i)	Costosreproducción, ingresos de datos (servicios para uso de equipamiento)	US\$ 3.000
(ii)		
(iii)		

**4. REIMBURSEMENT**

(a) If the work corresponding to any or all of the above instalment payments is not completed to the satisfaction of UNESCO and/or prior to expiration of the contract, UNESCO shall have the right to reimbursement of full or partial payments made (including the advance payment), to the extent the services already rendered are either unusable or inadequate in relation to the expenses incurred by UNESCO.

(b) Any sums to be reimbursed shall be returned to UNESCO in the currency in which payment was made.

**Article V. Other contractual conditions of services****1. LEGAL STATUS**

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

**2. FAMILY TIES**

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

**3. NON-CONCURRENT CONTRACTS**

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

**4. OBLIGATIONS, INDEMNIFICATION AND INSURANCE**

(a) The contractor attests that the services provided are an original work, a new or improved product or process, or a service specially designed for UNESCO, do not prejudice the rights of third parties and are not in violation of any applicable law.

(b) Unless otherwise provided herein, the Contractor shall bear all the expenses of carrying out the work.

(c) The Contractor shall indemnify UNESCO and absolve it of any responsibility for any prejudice, loss or damage sustained as a result of the non-observance of the above-mentioned obligations and for any court action, claim or charge of any kind which may result from a wrongful act or omission perpetrated by the Contractor or by any of its employees in the execution of the contract. The Contractor shall also bear, or reimburse UNESCO for any legal costs and/or other legitimate expenses incurred in connection with any legal action in which the Organization may come to be implicated as the result of an offence committed by the Contractor.

(d) The Contractor undertakes full responsibility for the purchase of any health and medical, accident or other insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution of the contract.

**5. RIGHTS IN WORKS**

All property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to UNESCO by the Contractor shall belong to UNESCO.

**6. ARBITRATION**

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

**Article VI. Amendments**

This contract may be amended by a letter of amendment specifying all modifications and signed by both UNESCO and the Contractor. If the Contractor wishes to propose amendments, these proposals should be communicated to UNESCO who will prepare the letter of amendment for mutual agreement and signature.

Signed on behalf of the Director-General of UNESCO *[please type]*:

Name Dr. Jorge Grandi

Date 3 OCT 2006

Title Director

Signature

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

Name Dr. Rodrigo Arocena

Date

Title Rector Universidad de la República

Signature

■ 1044.6- a