

**AGREEMENT**  
**FOR A SELF-BENEFITING FUNDS-IN-TRUST WITH MAIN**  
**ELEMENTS OF THE PLAN OF OPERATIONS**

Between

**THE UNITED NATIONS  
EDUCATIONAL, SCIENTIFIC AND  
CULTURAL ORGANIZATION**

and

**THE GOVERNMENT OF LIBYA  
REPRESENTED BY THE  
BIOTECHNOLOGY RESEARCH  
CENTER (BTRC)**

(hereinafter called 'UNESCO')

(hereinafter called 'the  
Government')

**Introduction**

**WHEREAS** the Government has requested assistance from UNESCO to implement the project entitled: "Enhancing capacity of the Biotechnology Research Centre (BTRC)";

**WHEREAS** UNESCO and the Government represented by the General People's Committee for Education and Vocational Training signed an Agreement on 14 February 2000 concerning the implementation of Libyan Cell and Molecular Biology Center;

**WHEREAS** the Biotechnology Research Center in Twisha, Libya, has been designated by the Government as the entity with responsibility for the implementation of the project entitled "Enhancing capacity of the Biotechnology Research Centre (BTRC)" (hereafter referred to as the "Project"), and the new project and the conditions for its implementation have been agreed upon accordingly in consultation with UNESCO;

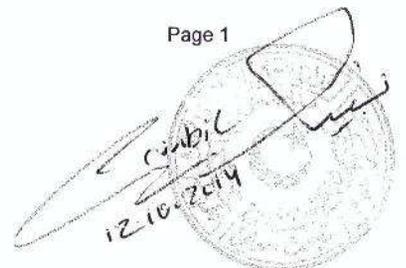
**WHEREAS** the Director-General of UNESCO is authorised by the General Conference to receive funds from donors for the purpose of carrying out activities which are consistent with the aims, policies and activities of the Organisation;

NOW THEREFORE, the Government and UNESCO hereby agree as follows:

**Article I**

**General Conditions**

1. The aim of the Project shall be to assist the Government in strengthening the capacity for biotechnology research, training and application through the Biotechnology Research Centre (BTRC) and fostering innovation, especially but not exclusively in the following areas:
  - Genetic Engineering
  - Cell biology
  - Plant molecular biology/agriculture
  - Nanobiotechnology



- Organic chemistry - Biotechnology application of medicinal and aromatic plants
- National and Centre biosafety/bioethics issues

A detailed description of the Project, including the corresponding budget breakdown, is annexed to this Agreement. The budget is an estimate and may be subject to statutory increases linked to variations in staff cost due to the actual costs of living, exchange rates fluctuations, or in certain circumstances, the requirement to reimburse UNESCO for income taxes for staff hired under a project. The Government acknowledges that such unforeseen increases may occur and are eligible for reimbursement in accordance with UNESCO's regulations and rules. A contingency is foreseen in the project budget to meet such unforeseen increases. If the latter exceeds the amount of the contingency, UNESCO will seek the Government's prior approval for the increase of the total project budget in accordance with Articles I.10 and I.11.

2. The Government has already deposited in UNESCO's account several contributions. The amount available as of 20 September 2014 for the implementation of the Project is US\$ 2,466,169.33 (currently held under Project: 901LIB2049). The Government may deposit additional contributions for the Project in the following UNESCO bank account:

**Account Details:**

Account holder: UNESCO, Account n°: 949-1-191558, SWIFT: CHASUS33 – ABA N° 0210-0002-1, **Currency:** US Dollars, **Bank Address:** JPMorgan Chase Bank, 270, Parke Avenue, New York, NY 11245, USA.

"Contribution to BTRC" must be clearly indicated on any bank transfer made.

This sum is intended to cover the direct costs of the Project and to contribute, at the rate of 13% of the direct project costs, to UNESCO's expenses for the technical and administrative supervision of the Project.

The funds made available by the Government shall be used in accordance with UNESCO's regulations and rules.

3. UNESCO may draw against the sum so deposited for direct project costs and administrative support costs as mentioned above.
4. Whenever possible, UNESCO will invest temporary surplus funds in short-term interest bearing deposits; 2/3 of accrued interest will be credited to the account and 1/3 to UNESCO for administration and management commission in accordance with UNESCO's rules and regulations.
5. Upon signature of the present Agreement, UNESCO shall establish a separate account for this Project and record therein all receipts and expenses under the Project, as well as programme support costs. The unspent balance upon termination of the Project 901LIB2049 referred to in Article I.2, will be transferred to the newly established separate account. Since UNESCO's accounts are kept in US dollars, contributions in other currencies will be credited to the account at the United Nations operational rate of exchange in effect on the date of the transaction or at the market rate prevailing at the time of the transfer.
6. UNESCO shall submit to the Government annual financial reports and provide one intermediary financial report per year as requested by the Government. As soon as feasible after the operational termination of the Project, UNESCO shall submit a final financial report to the Government, showing any amount due to the Government by UNESCO, or to UNESCO by the Government. Any balance remaining in the project account after liquidation of all outstanding obligations shall be returned to the

*E. Nabil*  
12.10.2014

Government, unless otherwise decided by the Government upon proposal by UNESCO. Financial reports will be presented in the format of the approved budget.

7. UNESCO shall provide the Government with an annual report on the progress of the Project. In the interval between two progress reports, relevant information on the progress of the Project under this Agreement will be forwarded by UNESCO to the Government, as often as may reasonably be requested by the Government. Upon completion of the Project, UNESCO shall prepare a final report, including an assessment of the results of the Project.
8. The provisions for evaluation are described in the enclosed Project Document and budget. UNESCO is responsible for initiating, organizing and following up project evaluations in accordance with the approved project document and corresponding budget, and UNESCO's evaluation policy and guidelines. UNESCO will consult the Government on the terms of reference for the evaluation and invite the government to participate in the evaluation at the government's cost unless explicitly foreseen in the project budget. UNESCO will also invite the Government to comment on the draft evaluation report.
9. **No cost extensions**  
No cost-extensions of the Project implementation period, or of the validity date of the Project Budget code in UNESCO's financial system required to facilitate the administrative handling of projects, will be processed by the Division for Cooperation with Extrabudgetary Funding Sources (BSP/CFS) according to UNESCO's regulations and rules without seeking the prior approval of the Government if the no cost extension is for a period not exceeding 12 months and not exceeding the term of the Agreement.
10. Any other modification to this Agreement, including extensions of the term of this Agreement, must be made by written agreement between UNESCO and the Government. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party for the amendment of this Agreement.
11. The funds made available by the Government shall be subject exclusively to the internal and external audit procedures as laid down in UNESCO's regulations, rules and directives

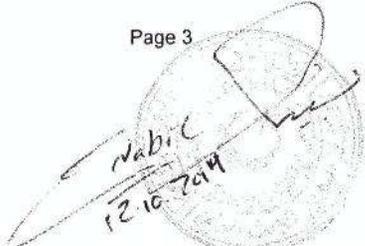
## Article II

### Obligations of the Government

The Government through the BTRC shall make all necessary arrangements and provide, when needed, appropriate assistance to the Project, in particular:

- Participation in the elaboration of a detailed work plans.
- Facilitate the establishment and work of an International Scientific Advisory Board (ISAB) in prior consultation with UNESCO
- Designation of the executive secretary of the ISAB, as the focal point for the project.
- Timely identification of qualified candidates for training activities and knowledge building, fellowships of students, technicians, scientists working at BTRC.
- Providing feedback to UNESCO on the project notably on orientation in view of needs and priorities of the BTRC.

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12.10.2014



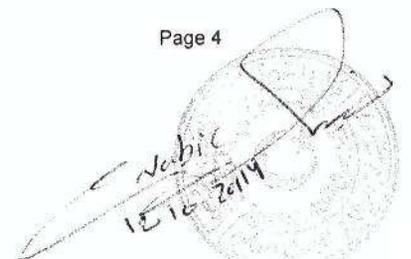
**Article III**  
**Obligations of UNESCO**

1. During the period of the first phase of the Project, and within the framework of the budget estimated at US\$ 2,466,169.33 (including 13% programme support costs) as outlined in the Annex to this Agreement, UNESCO shall:
  - a) provide the services of experts as specified in the Annex to this Agreement;
  - b) prepare the contractual arrangements for the implementation and monitoring of the Project;
  - c) provide other technical and administrative backstopping necessary for the successful execution of the Project;
  - d) provide guidance on future development of the Project in keeping with the recommendations of the ISAB and with the objectives of UNESCO's programmes in related fields;
  - e) in light of the above, assist with identification of potential partners and training options and promote scientific exchange and collaboration.
2. The assistance of UNESCO as described in Article III.1 above shall be subject to the availability of funds from the Government and shall be provided in accordance with UNESCO's regulations and rules.

**Article IV**  
**Fellowships, equipment, materials and supplies**

1. The Government shall take the necessary measures to:
  - a) arrange at its expense for medical examination of the fellowship candidates according to UNESCO standards;
  - b) enable fellows to support any dependent and to satisfy other financial obligations during their stay abroad;
  - c) insure the fellows during their stay abroad against all claims arising from accidents, disability and death since UNESCO assumes no responsibility for such expenses.
2. All equipment, materials and supplies provided in accordance with this Agreement shall be devoted exclusively to the execution of the Project. Non-expendable equipment shall remain the property of UNESCO. Non-expendable equipment with an individual value of US\$ 1,000 or more and Small Attractive Items with an individual value of USD 300 or more shall be recorded in the project inventory register. On termination of the Project, UNESCO shall, in consultation with the Government, decide on the transfer of the official title of such equipment. The title to all equipment other than non-expendable and Small Attractive Items, is considered to be transferred to the Government upon delivery to the project site.
3. In the case of aid furnished by UNESCO in the form of materials and supplies, the Government, in consultation with the UNESCO experts, shall take all necessary measures to arrange for, and bear the cost of, its importation and customs clearance, reception, transportation, handling and storage from the port of entry to the project site, and, after delivery to the project site, its safe custody, maintenance and insurance and, if necessary, its installation, erection and replacement.

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*12/16/2014*



**Article V**  
**Other conditions**

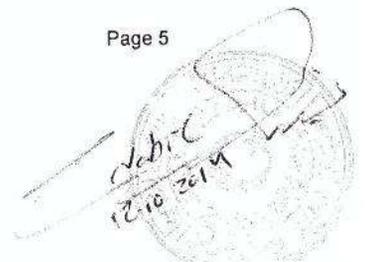
1. Assistance by UNESCO shall not preclude the Government from receiving supplementary assistance from other United Nations Agencies, bilateral programmes, or private foundations.
2. The Government shall give UNESCO information on such assistance applied for or received.

**Article VI**  
**Information and reports**

1. The Government shall furnish UNESCO with such information as UNESCO may request on the project.
2. Without limiting the preceding statement, in the event that the Government be the project executor, the Government shall submit six-monthly progress reports, including a financial reports, details of the work carried out during the period and of the work planned for the succeeding period.
3. For the purpose of inspecting and verifying the nature, quality and extent of the execution of the Project, the Government shall accord to UNESCO or its designated representative(s) access to the project site and to any relevant financial records and documentation. Such records and documentation shall be made available to UNESCO by the Government and preserved for at least five years after the completion or termination of the Project.

**Article VII**  
**Privileges and immunities**

1. The Government shall apply to UNESCO, its property, funds and assets, and to its officials, experts and other persons performing services on its behalf, the provisions of the Convention on the Privileges and Immunities of the Specialised Agencies and Annex IV thereof, it being understood in particular that no restriction shall be imposed on the right of entry into, sojourn in, and departure from the Government territory of UNESCO officials, experts and other persons performing services on its behalf in connection with this project, without distinction of nationality.
2. The Government undertakes not to impose taxes, fees or other levies upon the equipment or materials, or for the supplies and services necessary for the execution of the Project.
3. Neither the Government nor its instrumentalities shall impose any commercial bank charges on the transfer of funds by, or to the account of, UNESCO.
4. The Government shall take such measures which may be necessary to facilitate the activities under this Agreement and shall grant UNESCO and its personnel or other persons performing services on its behalf such facilities as may be necessary for the speedy and efficient execution of the project. It shall, in particular, grant them the following rights and facilities:
  - a) the prompt issuance without costs of necessary visas, licences or permits;
  - b) access to the sites of work and all necessary rights of way;



- c) free movements , whether within or to and from the country, to the extent necessary for proper execution of the project;
  - d) the most favourable legal rate of exchange;
  - e) any permits necessary for the importation of equipment, materials and supplies in connection with this Agreement and for their subsequent exportation;
  - f) any permits necessary for the importation of ,property belonging to, and intended for the personal use or consumption of, officials of UNESCO or other persons performing services on its behalf, and for the subsequent exportation of such property.
5. The Government shall be responsible for dealing with any claims which may be brought by third parties against UNESCO, its property and its personnel or other persons performing services on behalf of UNESCO and shall hold harmless UNESCO, its property, personnel and such persons in case of any claims or liabilities resulting from activities under this Agreement, except where it is agreed by UNESCO and the Government that such claims or liabilities arise from the gross negligence or wilful misconduct of such personnel or persons.

**Article VIII**  
**Final provisions**

1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for a period of 30 months and from the date of signature of the present Agreement.
2. This Agreement may be terminated by UNESCO or by the Government upon written notice to the other Party and shall terminate ninety (90) days after receipt of such notice provided that such termination shall not affect the obligations of the Parties under this Agreement in regard to liabilities incurred bona fide by either of them under this Agreement prior to such termination.
3. The obligations assumed by UNESCO and the Government under this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to permit the orderly withdrawal of personnel, funds and property of UNESCO and the settlement of accounts between the Parties hereto.
4. This Agreement supersedes and replaces the Agreement between UNESCO and the Government represented by the General People's Committee for Education and Vocational Training signed on 14 February 2000.

Signed on behalf of the United Nations  
Educational, Scientific and  
Cultural Organization

Vincent Defourny  
Director  
Division for Cooperation  
with Extrabudgetary Funding Sources

Date:

Signature

Signed on behalf of the Government  
by the Biotechnology Research Center  
(BTRC)

Nabil Enattah  
Director  
Biotechnology Research Center

Date: 12.10.2014

Signature

