

AGREEMENT

BETWEEN

The GOVERNMENT OF FLANDERS, KINGDOM OF BELGIUM

AND

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

on the

**UNESCO/Flanders Trust Fund
for the support of
UNESCO's activities
in the Field of Cultural and Natural Heritage**

The United Nations Educational, Scientific and Cultural Organisation
(Hereinafter referred to as 'UNESCO')

The Government of Flanders (Kingdom Belgium)
(Hereinafter referred to as 'the Government')

UNESCO and the Government of Flanders
are hereinafter referred to together as "the Parties"

Paris, UNESCO Headquarters,
14 April 2016

13 4

Taking into account the Agreement on Cooperation between Flanders (Kingdom of Belgium) and the United Nations Educational, Scientific and Cultural Organization, signed at UNESCO Headquarters on 6 March, 1998, by the Director-General of UNESCO and the Minister-President of the Government of Flanders, extended for a second period of five years on 3 April, 2003, for a third period of five years on 13 March, 2008, and for a fourth period of five years on 24 January, 2014;

Taking into account the establishment of the UNESCO/Flanders Trust Fund for the Support of UNESCO's activities through the signature of a Trust Fund Agreement on 7 February, 2002, for an initial period of five years, extended for a second period of four years on 22 October, 2007, and renewed for an undetermined period as the UNESCO/Flanders Trust Fund for the Support of UNESCO's activities in the Field of Heritage on 2 November, 2010;

Considering the wish of UNESCO and the Government to strengthen the focus of their cooperation, taking into account the outcome of the external evaluation of this Trust Fund and their wish to extend the abovementioned Trust Fund Agreement;

Noting that, in accordance with the Belgian constitution, the Government of Flanders exercises internal and external competences regarding culture, education, communication, science, and monuments and sites;

Noting that on its signature by both parties, the present Trust Fund Agreement supersedes the aforementioned Trust Fund Agreements signed respectively on 7 February, 2002, 22 October, 2007 and 2 November, 2010.

Now, therefore, the Government and UNESCO hereby agree as follows:

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ARTICLE 1
FOCUS OF THE COOPERATION

1. Through the renewal of the Trust Fund Agreement, the parties reaffirm their shared belief that culture is both an enabler and driver for sustainable development and peace.
2. Joint activities will be developed within UNESCO's Major Programme on Culture, with specific attention for cultural and natural heritage. In the context of cooperation, the importance of Priority Africa, gender equality and respect for human rights will be underlined.
3. Preference will be given to capacity building. Activities supporting the reform and institutional development of UNESCO may also be supported.
4. Both parties strive for result based management. They emphasize the need to guarantee an objective selection and evaluation of all activities and to enhance efficacy and coherence of the Trust Fund in the long term. They envisage sustainable results, appropriate monitoring and evaluation and quality control.
5. Furthermore, priority will be given to such activities that represent a true partnership between UNESCO, Flemish institutions and the beneficiary countries. Where possible and appropriate, the Trust Fund will seek to reinforce the partnership between UNESCO, the Government and the European Union Institutions.
6. Flexibility will be retained for responding to unforeseen needs and opportunities. The funding of such activities will not exceed 20% of the biennial allocation.

ARTICLE 2
MODALITIES

1. Activities that may be supported under the Trust Fund include:
 - funds-in-trust projects, including small scale activities¹;
 - secondments of experts;
 - contributions to UNESCO Special Accounts.

ARTICLE 3
CONTRIBUTION

1. The Government will make biennial contributions to the Trust Fund, according to the Government's budgetary regulations.
2. Every four years, the parties will undertake jointly a thorough evaluation of the Trust Fund and its operation, the potential cost of which will be covered under the Trust Fund.

¹ Projects below 50.000 USD and linked to ongoing activities

13 6

3. Every two years, the Government shall deposit the contribution into the following account:

Account holder: UNESCO
Bank: Société Générale, Paris, France
BIC-SWIFT : SOGEFRPP
IBAN : FR76 30003 03301 00037291909 97
Reference to be quoted: "Flanders FIT in the Field of Heritage"

4. 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.

ARTICLE 4 DESIGNATED FOCAL POINTS

1. The Department of Foreign Affairs will be the focal point for the implementation of this Agreement. The Bureau of Strategic Planning will be the focal point inside UNESCO for the implementation of this Agreement.

ARTICLE 5 STEERING COMMITTEE

1. The Trust Fund will be advised in its operations by a Steering Committee.
2. The Steering Committee will select the activities, which will be proposed to the Minister for Foreign Affairs for funding under the Trust Fund.
3. The Steering Committee is composed as follows:
 - a. At least 2 representatives of UNESCO:
 - i. A representative of the Culture sector, active in UNESCO's field of cultural and natural heritage
 - ii. A representative of the Bureau of Strategic Planning
 - b. At least 2 representatives of the Government:
 - i. A representative of the Flanders Department of Foreign Affairs
 - ii. A representative of the Government of Flanders
4. The Steering Committee may invite Flemish experts in the field of heritage or other relevant persons to assist in its work. The Representative of the Flemish Commission for UNESCO will be informed on all activities of the Steering Committee.
5. The Steering Committee shall establish internal rules of procedure, to be adopted by its members during the first meeting following the signature of the present agreement.

ARTICLE 6
FINANCIAL AND ADMINISTRATIVE PROCEDURES
RELATING TO FUNDS-IN-TRUST PROJECTS

1. The Trust Fund consists of a General Fund and of individual accounts to be established as and when a specific activity funded under the Trust Fund is approved. The General Fund will be credited with all contributions from the Government to the Trust Fund. Accrued interest and savings from terminated activities under the Trust Fund, by mutual agreement between the parties, may be put on a separate account for small scale activities which fall within the scope of the Trust Fund. The funds will be managed in accordance with UNESCO's rules and regulations.
2. The Parties will jointly develop projects with the aim of achieving the objectives described in Article I. After review and pre-selection of proposals by the Steering Committee, UNESCO will submit to the Government proposals for projects to be financed under the Trust Fund Agreement, which are consistent with the aims, policies and activities of UNESCO.
3. Agreement on each project shall be formalized through an exchange of letters between the Parties. The approved project document, including the corresponding budget, shall be annexed to each project agreement.
4. The Government understands that the budget of any Funds-in-Trust (FIT) project proposed by UNESCO in the framework of the present FIT Agreement 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 will be foreseen on each project budget to meet such unforeseen increases.
5. Since the Trust Fund is a partnership under which UNESCO and the Government agree to work together to achieve a common purpose, as well as to share risks, responsibilities, resources and benefits according to their means, UNESCO may make an in-kind contribution to joint activities undertaken in the framework of the Trust Fund. In this relation, joint activities will be subject to full budgeting, demonstrating the contributions of the Government and UNESCO respectively. The nature of the in-kind contribution will be agreed upon by the Parties on a case-by-case basis for each activity jointly agreed upon.
6. Upon approval of each project by the Government UNESCO will establish a separate account for each project. The funds will be drawn from the General Fund.
7. Whenever possible, UNESCO will invest temporary surplus funds in short-term interest bearing deposits. In accordance with UNESCO's rules and regulations, 2/3 of accrued interest will be credited to the account and 1/3 to UNESCO for administration and management commission.
8. UNESCO shall provide the Government with annual progress reports on the individual activities and a final narrative report upon termination of an activity, including an assessment of its implementation and results, no later than 6 months after the expiry date of the activity. Annual and final reporting will be results-oriented and evidence based. Annual and final narrative reports will compare actual achievements with expected outputs and results/outcomes, and explain the reasons for over or under

achievement. The final narrative report will also contain an analysis of how the outputs and outcomes have contributed to the overall impact of the Fund/Programme. Beyond formal monitoring and reporting requirements, UNESCO agrees to keep the Government informed of key issues, problems in each of these activities as they arise.

9. Before 31 March of each year, UNESCO shall make available to the Government financial reports, issued by the Bureau of Financial Management in accordance with normal procedures, on the individual accounts and on the General Fund itself, and shall forward to the Government, on an annual basis, a copy of the audit report issued by the external auditors of UNESCO to its Governing Bodies, if it contains observations relevant to activities under the Trust Fund. Financial reports will be expressed in US dollars and presented in the format of the approved budget.
10. Any funds that remain unspent with respect to this terminated activity or project will be returned to the Trust Fund and can be transferred to the account for the small scale activities as mutually decided upon.
11. The funds made available by the donor shall be subject exclusively to external and internal audit procedures as laid down in UNESCO's regulations, rules and directives.
12. Indirect administrative support costs may be charged to the individual account. A 13% programme support costs (PSC) shall be charged to concrete projects and secondments of experts, and 10% to contributions to UNESCO's special accounts. The PSC shall be recorded separately in the financial report on the activity.
13. For projects in a single country, the Government authorises UNESCO to enter into an agreement with the beneficiary in the form of a Plan of Operations, also reflecting the role and obligations of the beneficiary government in the project. UNESCO will inform the Government of this agreement.

ARTICLE 7 MONITORING, REVIEW AND EVALUATIONS

1. The provisions for monitoring and evaluation are described in each 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 evaluations and invite the donor to participate in the evaluation at the donor's cost unless explicitly foreseen in the project budget. UNESCO will also invite the donor to comment on the draft evaluation report.
2. Within 5 years of the signature of the present agreement, the Parties will undertake an evaluation of the overall programme of activities conducted under the present agreement. The cost of the overall evaluation will be covered under the Trust Fund.

ARTICLE 8 BUDGET REVISIONS AND NO COST EXTENSIONS

1. Budget revisions required to facilitate the administrative handling of projects will be processed by the Bureau of Strategic Planning (BSP), according to UNESCO's regulations and rules, without seeking the prior approval of the Government on a case by case basis if the budget revision meets the following criteria a) the budget revision concerns eligible categories of expenditure under the approved project agreement; b)

the budget revision does not modify the expected results of a given project; c) the budget revision does not require any additional funds from the Government; d) cumulative adjustments between the amounts specified for the items of expenditure set forth in this agreement, which do not exceed 20 % of the total budget.

2. Any such budget revisions will be reported to the donor in writing by email and in the ensuing narrative report.
3. Budget revisions, which do not meet the above criteria, will be submitted to the Government for prior approval as per paragraph 5 below.
4. No cost extensions of the project implementation period of the project [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 Bureau of Strategic Planning (BSP)] 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 six months, and not exceeding the term of the Agreement. Any such extensions will be reported to the Government by mail.
5. Any other modification relating to an agreement on a specific project, including extensions which exceed 6 months may be made by written agreement between UNESCO and the Government. The written agreement may take the form of an email exchange between UNESCO and the Government.
6. UNESCO will promptly inform the Government of any condition, which interferes or threatens to interfere with the successful implementation of any project which is funded under the Trust Fund. UNESCO will be responsible for ensuring the effective and timely delivery of inputs and outcomes.

ARTICLE 9 OTHER MODALITIES

1. Secondments of experts and contributions to special accounts will be formalised in accordance with the relevant regulations, rules, and procedures of UNESCO.

ARTICLE 10 COMMUNICATION

1. UNESCO and the Government shall commit to maintaining open and efficient communication channels. The dialogue between both parties shall take place through the Steering Committee and between the officials of UNESCO and the Representative of the Government of Flanders in Paris.
2. UNESCO shall take all appropriate measures to publicise the fact that an activity has received funding from the Government of Flanders. Information given to the press, the beneficiaries, publicity material, official notes, reports and publications, shall acknowledge that the activity was carried out 'with funding by the Government of Flanders' and shall display the logo of the Government.

In particular, UNESCO will:

- ensure that the beneficiary countr(y)ies is/are aware of the roles of UNESCO and of the Government;
 - contact the Representatives of the Government of Flanders in the involved countries to explore possibilities to reinforce the common visibility and impact where possible;
 - raise awareness among the host country's National Commission and population and in UNESCO's governing bodies where appropriate, for the cooperation between UNESCO and the Government and the jointly achieved results in delivering aid in a particular context.
3. Flanders, in return, shall take all appropriate measures to communicate in Flanders on the mission and activities of UNESCO, in particular through the Flemish UNESCO Commission.
 4. Each project proposal will have to provide a clear communication and visibility plan. The final report shall inform the Government how due visibility has been given to the Government as the funding source of the respective projects;
 5. UNESCO will ensure that reports, publications, press releases and updates, relevant to this framework agreement, are communicated to the Government as and when they are issued.
 6. The Steering Committee may invite representatives of the UNESCO Division of Public Information for this purpose. Upon request, UNESCO shall provide the Flanders Department of Foreign Affairs with information materials on the activities under the Trust Fund.

ARTICLE 11 FINAL PROVISIONS

Effective date: This Agreement shall become effective as of the date of signature by the authorised representatives of both parties. It shall replace and supersede the Agreement concluded between the parties on 2 November, 2010 and shall remain in force unless terminated by either party in accordance with the provisions listed below.

Amendments: The Government and UNESCO may, by any exchanges of letters, amend any of the provisions under this Agreement. The authorised representatives of the parties may enter into such supplementary arrangements for the implementation of the Trust Fund as may be found desirable.

Termination: Either party may terminate this Agreement at any time by giving not less than three months advance notice, in writing to the other party. The Agreement will, however, remain in force with respect to commitments for activities, made by the Government at a time when this Agreement was still in force and applicable. Upon termination of the Agreement, unless the parties agree on another course of action, any agreement entered into by UNESCO, as administrator on behalf of the Government, will remain until termination. Upon full termination, any funds held here under by UNESCO shall be returned to the Government, and UNESCO's administration shall be considered terminated.

In the event that the Government wants to terminate a project or activity carried out under the Trust Fund, the Government shall forthwith hold consultations with UNESCO with a view to

determine the most appropriate measures and shall authorise UNESCO to meet any current legal obligations arising from the execution of this project or activity and related to personnel and other contractual services, supplies, equipment, travel, etc. Once the project or activity is terminated, any unspent balance in cash shall be returned to the Trust Fund.

In witness whereof the duly authorized representatives for the parties have signed two copies of the present Agreement in the English language.


For the Government of Flanders:

For the United Nations Educational,
Scientific and Cultural Organization

Geert Bourgeois
Minister-President of the Government of
Flanders and Flemish Minister of Foreign
Policy and Immovable Heritage

Irina Bokova

Irina Bokova
Director-General

For 
Date: *14 April 2016*

Date: *14.04.16*