



**Government  
of Flanders**



**Cooperation agreement between  
the Government of Flanders (Belgium) and the International Labour  
Organization (ILO)**

The Government of Flanders (hereinafter referred to as "the Government") and the International Labour Organization, represented by the International Labour Office (hereinafter referred to as "the ILO"):

- a) guided by the principles of democracy, social justice and solidarity enshrined in the preamble to the Constitution of the International Labour Organization and in the Declaration of Philadelphia;
- b) sharing, in the exercise of their respective competences, common priorities in the sphere of international cooperation, in particular the field of economic and social development;
- c) sharing the concern to promote the exchange of the know-how and experiences of either Party, in a spirit of reciprocity;
- d) taking into account the authority of Flanders to, as a Community and a Region within the Kingdom of Belgium, a Member State of the ILO, develop international relations in the field of its internal competences, amongst which numerous aspects of economic and social development, by virtue of article 167 of the Belgian Constitution;
- e) referring to their 'Cooperation agreement between Flanders (Kingdom of Belgium) and the International Labour Organization (ILO)' of 2 October 1997, the 'Arrangement on the ILO / Flanders cooperation funding between Flanders and the International Labour Organization (ILO)' of 11 December 2001, amended on 12 July 2005 and the 'Framework agreement for cooperation between the Government of Flanders (Belgium) and the International Labour Organization (ILO)' of 21 March 2011

agree as follows:

*Handwritten initials and a checkmark.*

## I. OBJECTIVES

### ARTICLE 1. Common values

1. The ILO and the Government (hereinafter referred as "the Parties") share the conviction that labour is not a commodity and that universal and lasting peace can be established only if it is based upon social justice.

2. The Government supports the ILO Declaration on Fundamental Principles and Rights at Work (1998) and the call for universal ratification of the eight core labour conventions, embodying four fundamental principles:

- a) Workers everywhere should have the right to organize in trade unions and negotiate their working conditions collectively;
- b) Workers should be free from any form of forced labour;
- c) Children should not work so that they have the opportunity to learn and develop freely;
- d) Discrimination on the grounds of gender, race, nationality, religion, political opinion or social origin is banned, as is discrimination in remuneration on the grounds of gender.

3. The Parties reaffirm their commitment to the ILO Declaration on Social Justice for a Fair Globalization (2008) and acknowledge that decent work can only result from the convergence of the four inseparable, interrelated and mutually supportive pillars of ILO's Decent Work Agenda:

- a) fundamental principles and rights at work,
- b) employment,
- c) social protection, and
- d) social dialogue.

4. Aware of the enormous challenges posed by the global economic and financial crisis to employment and decent work, the Parties reaffirm their commitment to the ILO Global Jobs Pact (2009) and the particular relevance of the Decent Work Agenda in the global crisis response.

### ARTICLE 2. Common principles of Development Assistance

1. The Parties subscribe to the principles of Paris Declaration on Aid Effectiveness of March 2005, with due regard to national ownership, accountability and harmonization, as well as the Accra Agenda for Action of September 2008, the Busan Partnership for effective Development Cooperation and the United Nations General Assembly resolution on the Triennial Comprehensive Policy Review of December 2007. Both parties also commit to align their cooperation with the goals and targets included in the 2030 Agenda for Sustainable Development, as adopted by the UN in New York on the 27<sup>th</sup> of September 2015, and with the Outcome Document of the Third International Conference on Financing for Development held in Addis Ababa in July 2015.

2. Priorities for the ILO's development assistance flow from the ILO's Strategic Policy Framework, its Programme and Budget, the conclusions of ILO regional meetings and the national priorities expressed in the Decent Work Country Programmes (DWCP). The DWCPs, developed in consultation with the tripartite constituents and in accordance with the principles of Aid Effectiveness, serve as the main vehicle for delivery of ILO support at the country level. The ILO endeavours to ensure that the execution of its activities takes place in a constructive dialogue with local authorities and key stakeholders.

3. The Parties reaffirm their commitment to the promotion of Gender Equality and note that gender is fully mainstreamed both in the ILO's policy framework and at the level of operational activities.

### **ARTICLE 3. Goals**

The Parties commit themselves to:

- a) progressively realize the objectives of the ILO, within the competences of Flanders, in free discussion with the representatives of workers and employers with a view to the promotion of the common welfare;
- b) support the implementation of programmes and projects aimed at the advancement of the Decent Work Agenda through promotion of fundamental principles and rights at work, employment, social protection and social dialogue in partner countries;
- c) contribute to the realization of the Sustainable Development Goals.

## **II. INSTRUMENTS AND FORMS OF COLLABORATION BETWEEN THE GOVERNMENT AND THE ILO**

### **ARTICLE 4. General Obligations**

1. The agreement will be implemented with the requisite degree of care, efficiency, transparency and diligence.
2. Both Parties strive for results based management. They envisage sustainable results, appropriate monitoring and evaluation and quality control.

### **ARTICLE 5. ILO / Flanders Trust Fund**

1. The ILO / Flanders Trust Fund offers financial support to the ILO's activities within the field of decent work. It operates according to the general modalities and principles of this cooperation agreement and to the more specific modalities and principles contained in Annex 1 to this agreement.
2. Priority will be given to decent work for women and youth, particularly paying attention to social dialogue.
3. Geographically, a focus on Southern Africa is preferable.

4. Priority will be given to projects or programmes with a proper advisory committee or board.
5. Where possible and appropriate, this Trust Fund will seek to reinforce the partnership between the ILO, the Government and the European Union Institutions.
6. The ILO / Flanders Trust Fund offers the opportunity to provide seed money.
7. The ILO / Flanders Trust Fund also offers an opportunity to finance specific topical needs and opportunities in line with the goals and objectives of the ILO. The equivalent of 15% of the biannual contribution to the Fund will be established under the management of ILO-Brussels. After two years, unspent balances will be transferred back to this Trust Fund. The Government and the ILO will jointly identify opportunities.
8. Every four years, starting from the signature date of the current agreement, an independent review of the overall cooperation conducted under the present agreement, will be undertaken. The cost of this overall review will be covered under this Trust Fund.
9. Activities that may be funded under the ILO / Flanders Trust Fund include:
  - a) Projects/programmes of the ILO;
  - b) Secondments of officials;
  - c) Topical needs and opportunities
  - d) A periodical review of the ILO - Flanders cooperation;

**ARTICLE 6. Technical cooperation activities financed through other means in particular in Southern Africa**

1. The Government may, apart from the ILO / Flanders Trust Fund, finance, amongst others, projects/programmes of the ILO pursuant to its Framework Decree on Development Cooperation of 22 June 2007, in order to achieve the common priorities of Flanders and its development cooperation partner states in Southern Africa.
2. These projects/programmes will be guided by the principles of this cooperation agreement, with specific modalities, contained in separate agreements between the Parties, which will be annexed to this cooperation agreement.

**ARTICLE 7. Internships, exchange of staff, secondments, expertise and research**

1. The Government will stimulate internships at the ILO funded by Flanders' Trainee Programme and by ILO's internship programme. ILO internships will be regulated by the applicable ILO rules and regulations.
2. The Government will consider the exchange of staff and expertise, for instance by means of secondments of its officials to the ILO. Secondments of officials will be formalized in accordance with the relevant regulations, rules and procedures of the ILO.
3. In order to reinforce their cooperation, the Parties will also stimulate the exchange of the research and studies carried out by the ILO and the Flemish universities and

institutions specialized in the field of social and labour market policies, in accordance with the Parties' respective rules and regulations.

#### **ARTICLE 8. Involvement of the ILO International Training Centre**

The ILO International Training Centre in Turin may be involved in the implementation of the activities financed by the Government.

### **III. DIALOGUE BETWEEN THE GOVERNMENT AND THE ILO**

#### **ARTICLE 9. Dialogue and Communication**

1. The Parties undertake to maintain open and effective channels of communication.
2. Dialogue between the Parties may involve the ILO Headquarters, Regional and Country Offices as well as representatives from all relevant governmental departments and agencies of the Government.

#### **ARTICLE 10. Cooperation Review Meeting**

1. The Parties set up a yearly Cooperation Review Meeting aimed at:
  - a) discussing current and prospective policies of the Government that fall within the objectives of the ILO;
  - b) identifying possibilities for support by the Government to projects/programmes of the ILO in particular through the ILO / Flanders Trust Fund governed by Article 5 and Annex 1 of this cooperation agreement;
  - c) providing a forum to assess on-going and finalized ILO activities supported by the Government, especially by the ILO / Flanders Trust Fund;
  - d) raising awareness about the ILO, its achievements and its activities within Flanders;
  - e) investigating possibilities to stimulate the participation of Flemish experts in the ILO's activities;
  - f) discussing matters of mutual concern;
  - g) the evaluation of the cooperation; and
  - h) identifying any disputes which may arise concerning the interpretation, application or implementation of this cooperation agreement or of other related arrangements between the Government and the ILO.
2. The Cooperation Review Meeting is composed as follows:
  - a. At least two representatives of the ILO; and
  - b. At least two representatives of the Government:
    - i. A representative of the Flanders Department of Foreign Affairs; and
    - ii. The Representative of the Government.

3. Flemish experts, representatives of social partners or other relevant persons may be invited to the Cooperation Review Meeting, as observers.

#### **ARTICLE 11. Multi-donor consultations**

When appropriate, the Government will join multi-donor consultations organized by the ILO.

#### **IV. FINANCIAL AND ADMINISTRATIVE PROCEDURES RELATING TO ACTIVITIES FINANCED BY THE GOVERNMENT**

#### **ARTICLE 12. Financial Administration**

1. The ILO will administer the Government's financial contributions in accordance with ILO regulations, rules, directives and procedures.

2. The Government acknowledges that the ILO cannot pre-finance activities. If the contribution, or any part of it, is not received in a timely manner, related ILO activities may be reduced or suspended by the ILO with immediate effect.

3. If, due to unforeseen circumstances, the forecasted expenditures are expected to exceed the available resources, the Parties will consult on the measures to be taken, including modification of ILO activities financed pursuant to this cooperation agreement to the level where the activities are covered by the Government's contribution.

4. In the event of a final surplus balance of total financing over expenditures, the amount of the surplus balance will be reimbursed to the Government (in case of projects/programmes not financed by the Fund) or to the Flanders / ILO Trust Fund (in case of projects/programmes financed by the Fund)

5. In cases where a project is suspended or not completed within its implementation period, the funds that remain unexpended after all liabilities incurred in this period have been satisfied will be reimbursed to the Government (in case of projects/programmes not financed by the Fund) or to the Flanders / ILO Trust Fund (in case of the Fund), including, where applicable, interest earned, following ILO's rules and regulations.

6. If, following consultation with the ILO, the Government is of the view that the contribution has not been used as outlined in the agreed Project Documents governed by this agreement, or in a manner consistent with the provisions of this agreement, the Government may:

- (a) withhold or suspend any further payments to the ILO, until the Government is of the view that the issue has been satisfactorily resolved;
- (b) reclaim all or part of the contribution already paid to the ILO that has not been disbursed or irrevocably committed by the ILO; the ILO will reimburse to the Government (in case of projects/programmes not financed by the Fund) or to the Flanders / ILO Trust Fund (in case of the Fund) within 45 days of the issuing of a letter (debit note) by which the government reclaims from the ILO, any amount paid in excess of the final amount due.

(c) terminate the project/programme agreement.

7. In the event that the Government wishes to terminate a project/programme, the Government will, forthwith hold consultations with the ILO with a view to determine the most appropriate measures. Following consultations, either Party may give the other Party written notice of termination of the agreement concerning a project/programme. Termination will take effect ninety (90) days after receipt of the notice. The Government will authorize the ILO to meet any current legal obligations arising from the execution of this project/programme and related to personnel and other contractual services, supplies, equipment, travel, etc. The obligations assumed by the ILO and the Government under the agreement will survive its termination to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds, and property, as well as, the settlement of accounts between the Parties and the settlement or termination of contractual liabilities that are required in respect to any personnel, subcontractors, consultants, or suppliers. Once the project/programme is terminated and after all commitments and liabilities incurred in the implementation of the project have been satisfied, any unspent balance or uncommitted assets remaining will be returned to the Government (in case of projects/programmes not financed by the Fund) or to the Flanders / ILO Trust Fund (in case of the Fund).

8. The ILO will provide the Government, not later than 31 May each year, a financial statement related to individual project/programme and the ILO / Flanders Trust Fund, showing the funds received and expended during the previous calendar year. This statement will consist of an extract from the ILO's accounts, as submitted for audit to the external auditor whose certificate will appear in the ILO's annual financial report. The ILO will also provide the Government with annual progress reports on the results obtained by each project/programme funded under the agreement. The ILO will provide the Government after the final closure of each project/programme, with a final narrative and financial report, including a signed accounting. This statement will consist of an extract from the ILO's accounts, as submitted for audit to the external auditor.

9. The ILO will make available to the Government its annual Financial Report and Audited Financial Statements and forward to the Government a copy of any audit report by the external auditors of the ILO to its Governing Body, if it contains observations relevant to activities financially supported by the Government.

10. The ILO will administer all activities financed by the Government with due diligence.

11. The ILO will not assume any liability in excess of the amount that it has actually received from the Government.

12. No offer, gift, payment, consideration or benefit of any kind, the provision of which would constitute an illegal, corrupt or fraudulent practice will be made, promised, sought or accepted (either directly or indirectly) as an inducement or reward in relation to activities funded under this agreement. Each Party is expected to notify the other Party of any such practices. Contractors, engaged in the implementation of the agreement, are expected to observe the highest ethical standards.

13. The Government will not be responsible for the activities of any person or third party engaged by the ILO as a result of this cooperation agreement, nor for any claims by any such person, for both of which the ILO alone will be responsible, nor will the Government be responsible for any costs incurred by the ILO in terminating the engagement of any such person.

14. The contribution dedicated to activities within the scope of the agreement will cover project expenditures and administrative support costs. Those Administrative support costs charged to the individual project accounts will not exceed 13% of the contribution.

15. The contributions paid by the Government and any other income or expenditure incurred in currencies other than US dollars will be converted into US dollars at the United Nations rate of exchange applicable on the date of each transaction.

### **ARTICLE 13. Budget Revision and No-Cost Extension**

1. Budget revisions required to facilitate the administrative handling of projects/programmes will be processed according to ILO'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 budget categories of expenditure set forth in the approved project's budget funded under the frame of this agreement which do not exceed 20 % of the total budget.

2. Any such budget revisions will be justified and reported to the Government in writing by e-mail 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 mentioned in 5°.

4. No-cost extensions of the project implementation period of the project will be processed by the ILO's Partnerships and Field Support Department (PARDEV) according to ILO's regulations and rules. 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 justified and reported to Flanders Department of Foreign Affairs by e-mail.

5. Any other modification relating to an agreement on a specific project, including extensions which exceed six (6) months may be made by written agreement between the ILO and the Government. The written agreement may take the form of an e-mail exchange between the ILO and the Government.

6. The ILO will promptly inform the Government of any condition, which interferes or threatens to interfere with the successful implementation of any activity which is funded by the Government. The ILO will be responsible for ensuring the effective and timely delivery of inputs and outcomes.



#### **ARTICLE 14. Auditing**

1. The contributions of the Government and associated activities and expenditures will be subject exclusively to the internal and external auditing procedures provided for in the regulations, rules, directives and procedures of the ILO.
2. The Government may request, at its expense, an audit of the project/programme activities, contribution and expenditures by the external auditor of the ILO. If an audit is requested, both Parties will agree on the Terms of Reference for the work to be undertaken.

#### **ARTICLE 15. Procurement and Recruitment**

1. Goods, equipment, works or services will be purchased by the ILO in accordance with ILO regulations, rules, directives and procedures.
2. Any equipment purchased by the ILO for the activities supported by the Government, will be disposed of in accordance with the ILO's regulations, rules, directives and procedures.
3. The personnel assigned by the ILO to the activities supported by the Government, will be recruited, employed and supervised by the ILO on the basis of its regulations, rules, directives and procedures.

#### **ARTICLE 16. Annual and final narrative reporting**

The ILO will provide the Government with annual progress reports on the individual projects/programmes and a final narrative report upon termination of a project, including an assessment of its implementation and results, no later than six (6) months after the expiry date of the project. Annual and final reporting will be results-oriented and evidence based. Annual and final narrative reports will compare actual results with expected results at the output and outcome level, and explain the reasons for over- or underachievement. 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, the ILO agrees to keep the Government informed of key issues, problems in each of these activities as they arise.

#### **ARTICLE 17. Visibility, transparency and use of results**

1. In accordance with its regulations, rules, directives and procedures, the ILO will take all appropriate measures to publicize the fact that a programme or project has received funding from the Government. Information given to the press, the beneficiaries, publicity material, official notes, reports and publications, will acknowledge that the programme or project was carried out 'with funding by the Government of Flanders (Belgium)' and will display the logo of the Government. In particular, the ILO will ensure that the beneficiary countr(y)/(ies) is/are aware of the roles of the ILO and of the Government.

2. The Government in return will take all appropriate measures to communicate in Flanders on the mission and realizations of the ILO.

3. The ILO will ensure that reports, publications, press releases and updates, relevant to this cooperation agreement, are communicated to the Government as and when they are issued.

4. The ILO accepts that the Government publishes in any form and medium, including on its website, the name and address of the ILO, the purpose of the contribution as well as the amount contributed and if relevant the percentage of co-financing.

5. Each project proposal will have to provide a clear communication and visibility plan. The final report will inform the Government on how due visibility has been given to the Government as the donor of the respective project/programme.

#### **ARTICLE 18. Intellectual Property**

1. All Intellectual Property Rights in any material ("the agreement material") created under this agreement, including by the Government for the purposes of or as a result of performing its obligations, will be vested in the ILO.

2. In the event the Government needs to use any of the agreement material, the ILO will grant, upon written request, to the Government, a permanent, irrevocable, royalty free, non-exclusive and non-transferable license to use the agreement material in conformity with the purposes of this agreement. Such license will not include a right to exploit the agreement material for commercial purposes.

#### **ARTICLE 19. Evaluation**

All evaluation of projects/programmes carried out under this agreement will be conducted in accordance with the evaluation policy of the ILO.

### **V. FINAL CLAUSES**

#### **ARTICLE 20. Settlement of disputes**

1. The Parties will use their best efforts to settle amicably any dispute, controversy or claims arising out of or relating to this agreement or the breach, termination, invalidity or interpretation thereof.

2. Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, which cannot be settled amicably within sixty (60) days, will be settled by arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules (UNCITRAL). The Parties agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute.

## ARTICLE 21. Privileges and Immunities

Nothing in or relating to this agreement will be deemed a waiver of any of the privileges and immunities of the ILO.

## ARTICLE 22. Entry into force

1. This cooperation agreement will enter into force upon its signature by the authorized representatives of the Parties.

2. This cooperation agreement replaces the Framework agreement for cooperation between the Government of Flanders (Belgium) and the International Labour Organization (ILO) of 21 March 2011, which will be terminated upon the entry into force of this cooperation agreement.

## ARTICLE 23. Annexes, amendment and termination


1. The annexes constitute an integral part of this cooperation agreement. In the event that the terms contained in the annexes are inconsistent with those contained in this cooperation agreement, then the latter will govern and prevail.

2. This cooperation agreement and its annexes may be amended only by mutual consent of both Parties in writing.

3. Either Party may terminate this agreement at any time by giving not less than ninety (90) days in advance notice in writing to the other Party. The agreement will however remain in force with respect to commitments for activities, made by either Party at a time when this agreement was still in force and applicable. Upon full termination, any remaining funds will be returned to the Government.

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

On behalf of the  
Government of Flanders



Geert Bourgeois  
Minister-President  
Brussels  
7 March 2016

On behalf of the  
International Labour Organization



Guy Ryder  
Director-General  
Brussels  
7 March 2016

## **ANNEX 1. ILO / Flanders Trust Fund**

### **ARTICLE A. Scope of the ILO / Flanders Trust Fund**

1. The ILO / Flanders Trust Fund will become effective upon signature of the cooperation agreement by the authorized representatives of the Parties.
2. The ILO will use the resources of the ILO / Flanders Trust Fund to support projects/programmes that are in line with the strategic objectives, as defined in Article 5 of this cooperation agreement.

### **ARTICLE B. Composition of the Trust Fund**

1. The Government will make biennial contributions to the ILO / Flanders Trust Fund according to the Government's budgetary regulations, thereby striving for predictability.
2. The contributions to the Trust Fund will be deposited by the Government to the following bank account:

Union de Banques Suisses (UBS) S.A.  
Case Postale 2600  
CH-1211 GENEVA, SWITZERLAND  
Account No.: 240-C099 1221.4  
IBAN CH46 0024 0240 C099 1221 4  
Swift Address: UBSWCHZH80A

Reference should be made to: ILO / Flanders Trust Fund

### **ARTICLE C. Selection of proposals**

1. The amount of the biennial contributions will be decided upon by the Government and formalised through an official notification to ILO by Flanders Department of Foreign Affairs.
2. The Parties will jointly develop projects/programmes with the aim of achieving the objectives described in Article 5. After reviewing of the draft proposals for projects/programmes at the Cooperation Review Meeting, ILO will submit to Flanders Department of Foreign Affairs proposals for the selected projects/programmes to be financed under the Trust Fund agreement. Each proposal will include a work plan with deliverables and a budget expressed in US dollars.
3. If approved by the Flemish Minister for Foreign Affairs, agreement on each project/programme will be formalized through an exchange of letters between the Parties.
4. Upon approval of each project, the ILO will establish a separate account for the project. The funds will be drawn from the Trust Fund.

5. The ILO and the Government will, wherever possible, jointly identify Flemish partners that could be involved in the implementation of the selected proposals.

**ARTICLE D. Termination of the ILO / Flanders Trust Fund**

In the event of termination of the ILO / Flanders Trust Fund, any funds left on the general Trust Fund account will be returned to the Government.