

# Framework agreement for cooperation between the Flemish Government (Belgium) and the International Labour Organization (ILO)

The Flemish Government (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 Organisation 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 competencies, 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 and 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;

agree as follows:

## 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 organise 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 and the United Nations General Assembly resolution on the Triennial Comprehensive Policy Review of December 2007.

2. Priorities for the ILO's development assistance flow from 19 Decent Work Outcomes specified in 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**

1. The Parties commit themselves to:

- a) progressively realize the objectives of the ILO, within the competencies of the Flemish Authorities, 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 United Nations Millennium Declaration (A/RES/55/2) and the Millennium Development Goals by joining efforts to reach the goal of full and productive employment and Decent Work for All in a context of fair globalization.

## **II. INSTRUMENTS AND FORMS OF COLLABORATION**

### **A. FINANCIAL SUPPORT BY THE GOVERNMENT TO THE ILO TECHNICAL COOPERATION ACTIVITIES**

#### **ARTICLE 4. ILO / Flanders Trust Fund**

1. The Parties establish an ILO / Flanders Trust Fund which will operate according to the modalities and principles contained in annex 1 to this framework agreement.

2. The geographic focus of the ILO / Flanders Trust Fund lies on emerging and developing countries.

3. The objectives of the ILO / Flanders Trust Fund are:

- a) the deepening of tripartism and social dialogue by strengthening the capacities and knowledge base of the social partners;
- b) the promotion and application of the ILO Declaration on Fundamental Principles and Rights at Work;
- c) the promotion of environmentally sustainable development;

#### **ARTICLE 5. Technical cooperation activities financed through other means in particular in the SADC region**

1. The Government may, apart from the ILO / Flanders Trust Fund, finance other activities of the ILO pursuant to the Flemish Framework Decree on Development Cooperation of 22 June 2007, in order to achieve the common priorities of Flanders and its development cooperation partner states.



2. The Parties will consider closer cooperation at the regional and country levels in the area of the Southern Africa Development Community (SADC) as follows:

- a) The ILO will propose for possible support by the Government projects and programmes focussing, in particular, on decent work and employment creation in the SADC region. The ILO proposals will take into account the priorities reflected in the Decent Work Country Programmes and the country strategy papers on development cooperation between the Government and the country involved.
- b) The Government will:
  - i. share information on projects and programmes in the SADC region and ensure the involvement of ILO country offices, where appropriate; and
  - ii. consider proposals submitted by the ILO for funding.

3. The cooperation activities referred to in this Article will be guided by the principles of this framework agreement, with specific modalities, contained in separate agreements between the Parties, which will be annexed to this framework agreement.

## **B. RAISING OF AWARENESS ABOUT THE ILO WITHIN FLANDERS**

### **ARTICLE 6. Awareness within the Flemish Authorities**

1. The ILO will provide, as appropriate, assistance to the Government to give full effect, in accordance with the Belgian constitutional arrangements, to the provisions of ILO instruments, including any observations of the ILO provided to the Kingdom of Belgium.

2. The Government will take into account the ILO's priorities and guidance in development cooperation policy notes and strategy papers.

3. The Government will facilitate the participation of its civil servants in the activities of the ILO.

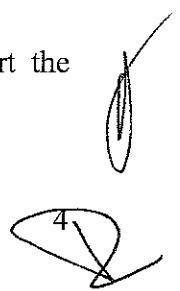
### **ARTICLE 7. Internships, exchange of staff and secondments**

1. The Government will open up its financing programme for internships at international organizations for internships to the ILO. ILO internships shall be regulated by the applicable ILO rules and regulations.

2. The Government will stimulate the secondment of its experts to the ILO.

3. All other cooperation between the Parties, which concerns exchange of staff or secondments, will be guided by the principles of this framework agreement and subject to the conclusion of separate agreements between the Parties which will be attached to this framework agreement.

4. The funds submitted to the ILO/Flanders Trust Fund will not be used to support the secondment of Flemish civil servants to the ILO.

A handwritten signature is located in the bottom right corner of the page. Below the signature, the number '4' is written inside a hand-drawn circle.

## **ARTICLE 8. Exchange of research**

1. In order to reinforce their cooperation the Parties will also stimulate the exchange of the research and studies carried out by the International Labour Office and the Flemish universities and institutions specialized in the field of social and labour market policies, in accordance with their respective rules and regulations.

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

### **ARTICLE 9. Coordination**

1. The Parties undertake to maintain open and effective channels of communication, in particular through the ILO Liaison Office to the European Union and the Benelux countries in Brussels as well as the Representative of the Government within the Belgian delegation to the ILO.

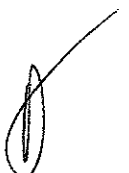
2. Dialogue between the Parties may involve ILO Headquarters, Regional and Country Offices as well as representatives from all relevant Flemish governmental departments and agencies.

3. Representatives of Flemish social partners and of the Social and Economic Council of Flanders may be invited to the dialogue where relevant.

### **ARTICLE 10. Periodic dialogue**

1. The Parties set up a periodic dialogue aimed at:

- a) discussing current and prospective Flemish policies that fall within the objectives of the ILO;
- b) identifying possibilities for support by the Government to activities and programmes of the ILO, in particular through the ILO / Flanders Trust Fund governed by annex 1 to this framework agreement;
- c) providing a forum to assess ongoing and finalised ILO activities supported by the Government;
- d) raising awareness about the ILO, its achievements and its activities within the Flemish Authorities and, more in general, 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 to the interpretation, application or implementation of this framework agreement or of other related arrangements between the Government and the ILO.
2. In view of this periodic dialogue, representatives of the Parties will meet at least once a year.
  3. Where relevant, the Government will inform the Social and Economic Council of Flanders on the topics that are subject to the implementation of this framework agreement.

#### **ARTICLE 11. Donor consultations**

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

### **III. ADMINISTRATION OF ALL FINANCIAL CONTRIBUTIONS FROM THE GOVERNMENT**

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

1. The ILO shall 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, including exchange rate variations, 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 framework agreement to the level where the activities are covered by the Government's contribution.
4. The ILO shall not assume any liability in excess of the amount that it has actually received from the Government.
5. The ILO shall provide the Government, not later than 31 May each year, a financial statement related to individual activity accounts and the ILO / Flanders Trust Fund, showing the funds received and expended during the previous calendar year. This statement shall 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 biennial financial report. The ILO will also provide the Government with annual progress reports on the individual activities. Upon termination of an activity, the ILO will submit to the Government a final financial statement. The ILO will also provide the Government with a final report, and where relevant the evaluation report, of each activity.
6. The ILO will make available to the Government its biennial 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 Bodies, if it contains observations relevant to activities financially supported by the Government.

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

8. The Government will not be responsible for the activities of any person or third party engaged by the ILO as a result of this framework agreement, nor for any claims by any such person, for both of which the ILO alone will be responsible, nor will the Government, without prejudice to Art. 21(4) and (5) and Annex 1, Art. D(3), be responsible for any costs incurred by the ILO in terminating the engagement of any such person.

### **ARTICLE 13. Evaluation and Auditing**

1. The ILO shall carry out the evaluation of the activities financially supported by the Government in accordance with ILO regulations, rules, directives and procedures.

2. The contributions of the Government and associated activities and expenditures shall be subject exclusively to the internal and external auditing procedures provided for in the regulations, rules, directives and procedures of the ILO.

### **ARTICLE 14. Procurement and Recruitment**

1. Goods, equipment, works or services will be purchased by the ILO in accordance with ILO regulations, rules, directives and procedures.

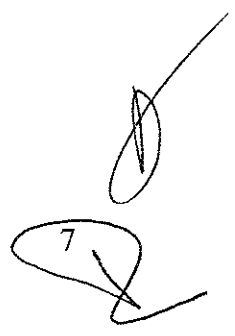
2. Any equipment purchased by the ILO for the activities supported by the Government, shall be disposed of in accordance with the ILO's regulations, rules, directives and procedures.

3. The personnel assigned by the ILO to the activities supported by the Government, shall be recruited, employed and supervised by the ILO on the basis of its regulations, rules, directives and procedures.

### **ARTICLE 15. Intellectual Property Rights and Acknowledgment**

1. All Intellectual Property Rights including title, copyright and patent rights resulting from the activities supported by the Government shall be vested in the International Labour Organization including, without any limitation, the rights to use, publish, sell, or distribute, privately or publicly, any item or part thereof, unless otherwise specifically agreed by both Parties.

2. The ILO will acknowledge the support given to its activities by the Government in relevant publications and reports.

Handwritten signature and the number 7.

## IV. FINAL CLAUSES

### **ARTICLE 16: Involvement of ILO International Training Centre**

1. The ILO International Training Centre in Turin is the training arm of the ILO. It delivers training and learning programmes across all the main areas of priority of the Decent Work agenda and, where relevant, it may be involved in the implementation of the activities funded by the Government.

### **ARTICLE 17. Settlement of disputes**

1. The Parties shall 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, shall be settled by negotiations.

### **ARTICLE 18. Privileges and immunities**

1. Nothing in or relating to this framework agreement shall imply the obligation of the ILO to submit to any national legislation or jurisdiction, or be deemed a waiver of any of the privileges and immunities of the ILO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly of the United Nations on 21 November 1947, and in particular its annex I, or otherwise under any national or international law, convention or agreement.

### **ARTICLE 19. Application of ILO's legal provisions**

1. For any matters not specifically covered by this framework agreement, the appropriate provisions of the regulations, rules, directives and procedures of the ILO shall apply.

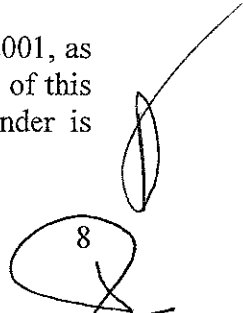
### **ARTICLE 20. Entry into force**

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

2. This framework agreement replaces:

- a) the Cooperation Agreement between Flanders and the International Labour Organization of 2 October 1997; and
- b) the Arrangement on the ILO / Flanders cooperation funding of 11 December 2001, as amended on 12 July 2005, which will be terminated upon the entry into force of this framework agreement. The closure of the General Fund established thereunder is administered in accordance with the following paragraph.

8





3. Upon the entry into force of this framework agreement, the ILO / Flanders Trust Fund will receive and be accountable for the funds accrued and remaining in, the activities financed from, and any other commitments under, the General Fund established by the Agreement on the ILO / Flanders Cooperation Funding of 11 December 2001, as amended on 12 July 2005.

#### **ARTICLE 21. Annexes, amendment and termination**

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

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

3. This framework agreement remains in force unless terminated, following consultations between the Parties, by either party by giving six months advance written notice to the other party. Notification of termination may be given only after a period of five years from the entry into force of this agreement.

4. The termination of this framework agreement does not affect any activities being financed from the ILO / Flanders Trust Fund upon notification of termination and the rights and obligations of the parties under this framework agreement relating to such activities continue until their conclusion. In case of termination of this framework agreement the parties shall consult on the disposition of any separate agreements annexed to this framework agreement. The ILO shall not be obliged to repay any funds irrevocably committed in good faith by the ILO to third parties before the date of notice of termination.

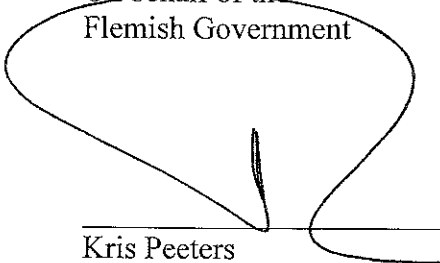
5. The obligations assumed by the Parties under this framework agreement shall survive its termination to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds, and property, as well as, the settlement of accounts between the Parties and the settlement or termination of contractual liabilities that are required in respect to any personnel, subcontractors, consultants, or suppliers.

#### **ARTICLE 22. Language**

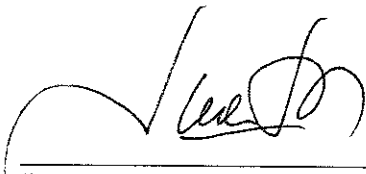
1. Done in two original copies, in the English and the Dutch languages. In case of divergence, the English text shall prevail.

On behalf of the  
Flemish Government

On behalf of the  
International Labour Office

  
Kris Peeters  
Minister-President  
In Geneva

On 21/03/2011

  
Juan Somavía  
Director-General  
In Geneva

On 21-03-2011

## **ANNEX 1. Technical annex concerning the ILO / Flanders Trust Fund**

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

1. In order to consolidate their cooperation, the Parties decide to set up a Trust Fund, called the ILO / Flanders Trust Fund (or the "Trust Fund").
2. The ILO / Flanders Trust Fund will become effective upon signature of the framework agreement by the authorized representatives of the Parties.
3. The ILO will use the resources of the ILO / Flanders Trust Fund to support activities that are in line with the common strategic objectives of both the ILO and the Government, as defined in article 4 of this framework agreement.
4. The activities supported by the ILO / Flanders Trust Fund will benefit the population of countries and regions defined as geographic priorities by the Government. The ILO will develop proposals based on the priorities reflected in the Decent Work Country Programmes and in the nineteen Decent Work Outcomes of the ILO's Programme and Budget.

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

1. The Government will make biennial contributions to the ILO / Flanders Trust Fund and will inform the ILO of the amount of these contributions by letter of intent, thereby striving for predictability.
2. Upon the entry into force of the framework agreement, the ILO / Flanders Trust Fund will receive and be accountable for the funds accrued and remaining in, the activities financed from, and any other commitments under, the General Fund established by the Agreement on the ILO / Flanders Cooperation Funding of 11 December 2001, as amended on 12 July 2005, as provided in Article 20(3) of the framework agreement.
3. Interest earned on temporary surplus funds and surplus funds from terminated activities will be credited, after completion of the project activities and after all commitments and liabilities incurred in the implementation of the project concerned have been satisfied, to the ILO / Flanders Trust Fund in accordance with the ILO's financial rules, regulations and practices.
4. 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.
5. The contributions to the Trust Fund should 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: **Flemish Trust Fund**

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

1. The Government will make biennial contributions to the Trust Fund according to the Government's budgetary regulations. These biennial contributions will be decided by the Government and formalised through an official notification to ILO by the Flemish Department of Foreign Affairs.

2. Subsequently, the ILO will submit initial proposals in the form of standard ILO concept notes for the projects proposed for funding from the new biennial allocation. The proposals will be submitted through the ILO donor dashboard or by official communication from the ILO Department of Partnerships and Development Cooperation. Each proposal will include a work plan with deliverables and a budget expressed in US dollars.

3. The Government will provide response to the ILO proposals by official notification. Once approved on behalf of the Government, the activities to be carried out under the Trust Fund will be formalized by an agreement concluded through an exchange of letters between the Government and the ILO, bearing reference to this framework agreement and specifying the content, cost and payment schedule of the activity to be implemented by the ILO. A model exchange of letters is attached as annex 2 to the framework agreement. The selected proposal will be attached and be an integral part of the agreement. In case of inconsistency between the selected proposal and the agreement or the agreement and this framework agreement, the latter shall prevail.

4. Within 3 months of the Government's approval, the ILO will develop and submit final project documents in standard ILO format. Submission will be done through the ILO donor dashboard or by official communication from the ILO Department of Partnerships and Development Cooperation.

5. In selecting activities to be supported through the Trust Fund, the ILO and the Government will be guided by the following criteria:

- a) compliance of the activity with the common priorities defined in article 4 of this framework agreement;
- b) the extent to which the proposed activity will contribute to the achievement of the objectives identified in the respective DWCPs and in the Decent Work Outcomes of the ILO's Programme and Budget;
- c) the sustainability of the activity;
- d) the multiplication effect of the activity.

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

## **ARTICLE D. Administration of the Trust Fund**

1. The ILO shall administer the Trust Fund in accordance with ILO regulations, rules, directives and procedures. Administrative support costs charged to the individual project accounts will not exceed 13%. The programme support costs will be recorded separately in the financial report of the project.

2. Upon approval of each activity, the ILO will establish a separate account for the activity. The funds will be drawn from the Trust Fund.

3. In the event that the Government wishes to terminate an activity financed from the Trust Fund, 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 an activity. Termination shall take effect 90 (ninety) days after receipt of the notice. The Government will authorize the ILO to meet any current legal obligations arising from the execution of this activity and related to personnel and other contractual services, supplies, equipment, travel, etc. The obligations assumed by the ILO and the Government under the agreement shall 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 activity is terminated and after all commitments and liabilities incurred in the implementation of the activity have been satisfied, any unspent balance or uncommitted assets remaining will be returned to the Trust Fund.

4. 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 Flemish Government.