

**Agreement**  
**on**  
**the Unesco/Flanders Trust Fund**  
**for the support**  
**of Unesco's activities**

*G*

Taking into account the Agreement between the United Nations Educational, Scientific and Cultural Organisation (hereinafter called 'UNESCO') and the Government of Flanders, Kingdom of Belgium (hereinafter called 'the Flemish Government') signed at UNESCO Headquarters on 6 March 1998 *by* the Director-General of UNESCO and the Minister-President of the Government of Flanders;

Whereas the Government **Of** Flanders is conscious of the mission of UNESCO to contribute to peace and security by promoting co-operation among the nations in the field **of** education, science, culture and communication;

Whereas the Government **of** Flanders desires to strengthen the co-operation with UNESCO and to make available funds for the implementation of mutually agreed activities by UNESCO;

Whereas the Director-General of UNESCO welcomes this strengthened co-operation with the Flemish Government and is authorised, in accordance with the financial regulations, to receive funds for the purpose **Of** paying, at the donor's *request* stipulated below, expenses for carrying out activities which are consistent with the aims, principles and policies of UNESCO;

Considering in particular Article 1 of the Agreement of 6 March 1998 between the Flemish Government and UNESCO;

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

## **ARTICLE 1**

### **CREATION OF THE UNESCO/FLANDERS TRUST FUND FOR THE SUPPORT OF UNESCO'S ACTIVITIES**

**UNESCO and the** Flemish Government mutually agree on the desirability of consolidating their co-operation within the fields of competence of UNESCO. To this end, the UNESCO/Flanders Trust Fund for the Support of UNESCO's Activities (hereinafter referred to as "the Trust Fund") will be established. In this context, the parties will exchange ideas, documentation and general information, and identify concrete activities for co-operation in the mutual interest of both parties. The Flemish Government may seek UNESCO's advice and expertise as appropriate.

## **ARTICLE 2**

### **ORGANIZATION OF THE TRUST FUND**

1. The Flemish Government will make a contribution to the Trust Fund of € 750.000 for 2001 according to the Flemish Government's budgetary regulations. The annual contribution from the Flemish Government for the years 2002 to 2005 will be decided by the Flemish Government and formalised through addenda to the present Agreement.
2. The Flemish Government's initial commitment to the funding of the Trust Fund is valid for the five-year period 2001 to 2005. Before the expiration of this period, the Parties will undertake a thorough evaluation of the Trust Fund and its operations with a view to extending the Agreement for a further period of five years.
3. Each year, upon UNESCO's request to that effect, the Flemish Government shall transfer to UNESCO's account  
949-1-191558  
CHASE MANHATTAN BANK NA  
International Money Transfer Division  
4 Metrotech Centre, Brooklyn  
New York 11245  
USA  
the annual contribution.

4. Upon receipt of the funds mentioned in Paragraph 1, UNESCO shall establish the UNESCO/Flanders Trust **Fund**. The Trust Fund will consist of a General Fund and of individual project accounts to be established as and when the activities to be implemented **under** the Trust Fund are approved. The General Fund will be credited with all contributions from the Flemish Government to the Trust Fund, as well with accrued interest and savings from terminated activities under the Trust **Fund**. The funds will be managed in accordance with UNESCO's rules and regulations.
5. Whenever possible, UNESCO will invest temporary surplus funds in short-term interest bearing deposits. Interest will be credited to the Trust Fund in accordance with UNESCO's financial rules and regulations. The interest may be utilised, by mutual agreement between the parties, for activities related to the purpose of the Trust Fund, notably for project identification, reporting and evaluation.
6. The activities to be carried out under the Trust Fund must focus on capacity building and the construction of a knowledge society and comply with the Major Programmes and interdisciplinary and intersectoral projects in UNESCO's Regular Programme (C/5), as well as with the Flemish Government's foreign policy.

Preference will be given to activities within the following sectors: "Education for All and the implementation of the Dakar framework", "Educational and cultural approaches to AIDS/HIV prevention and care" and "Cultural diversity and the protection and preservation of cultural heritage".

Complementarity with projects or fields of action already covered by the UNESCO/Flanders Trust Fund for the Support of UNESCO's Activities in the Field of Science will be encouraged. The activities carried out under the Trust Fund should relate to common geographical priorities of UNESCO and the Flemish Government in the sphere of international co-operation. The parties may at any time agree to include other activities within UNESCO's programmes or other beneficiary countries in the co-operation under the Trust Fund.

7. The activities to be carried out under the Trust Fund will be determined between the parties in accordance with the procedures described in Articles 3 and 4.

## ARTICLE 3

### STEERING COMMITTEE

1. The Trust Fund will be advised in its operations by a Steering Committee, composed as follows:
  - at least two representatives of UNESCO, one of which belonging to the Division of Co-operation with Extrabudgetary Funding Sources, and
  - at least two representatives of the Government of Flanders.
2. The Steering Committee shall be convened by UNESCO at least once a year. The Steering Committee may invite experts or other relevant persons to assist in its work.
3. The Steering Committee will advise in the preparation of the projects and programmes which may be funded by the Trust Fund, and will select the activities to be proposed by UNESCO to the Flemish Government for funding under the Trust Fund. The Steering Committee will also evaluate the activities supported under the Trust Fund.
4. Activities that may be supported under the Trust Fund include:
  - concrete projects in various fields, as defined in Article 2, Paragraph 6;
  - secondment of experts;
  - training opportunities at UNESCO or within the framework of its activities for young Flemish students and graduates;
  - financing of Flemish consultants for project preparation or evaluation.

Study grants will not be extended under the Trust Fund.

Within the overall programme identified in Article 2 above, the Steering Committee will be guided, in its selection of activities to be proposed for funding under the Trust Fund, by the following criteria:

- compliance of the activity with the priorities indicated by UNESCO and the Flemish Government in the respective fields of co-operation;
- the likely sustainability and continuity of the activity;
- the multiplication effect of the activity;
- the relevance and availability of support from an existing collaboration network within Flemish institutions.

Priority will be given to such activities that represent a true partnership between UNESCO, Flemish institutions, and the beneficiary countries.

5. Before finalisation of the project document, the Steering Committee will undertake consultations with such Flemish institutions or networks that are likely to collaborate in the implementation of the activity, if approved for funding under the Trust Fund. The institutions to be consulted should be identified through an open call for bidding.

## ARTICLE 4

### FINANCIAL AND ADMINISTRATIVE PROCEDURES

- 1 After approval by the Steering Committee, UNESCO will submit proposals for activities for the consideration and eventual approval-by the Flemish Government for funding under the Trust Fund. The proposals shall be submitted in accordance. with UNESCO's standard format for funds-in-trust projects. The proposals shall include a work plan and a budget expressed in US dollars or in Euro. The projects may have a maximum duration of four years.
- 2 If approved by the Flemish Government, the activities to be carried out under the Trust Fund will be formalised by an exchange of letters between the Flemish Government and UNESCO, referring to this Agreement and specifying the content, costs and payment schedule of the activity to be implemented by UNESCO. The project agreement shall specify the Flemish partners that will collaborate in the implementation of the activity and list the contribution, in cash or in kind, to be provided by the partners in question.
3. Upon approval of each activity, UNESCO will establish a separate account for the activity. The funds will be drawn from the Trust Fund. UNESCO shall provide the Flemish Government with annual progress reports on the individual activities.
4. Upon termination of an activity or project under the Trust Fund, UNESCO will submit to the Flemish Government a certified final financial statement. Any funds that remain unspent with respect to this terminated activity or project will be returned to the Trust Fund. UNESCO will also provide the Flemish Government with a final report on the activity, including an evaluation of its implementation and results.
5. Administrative support costs may be charged to the individual project account. These charges shall be calculated at the time of the conclusion of the special arrangement on a given activity or project and may not exceed 10%. The programme support costs shall be recorded separately in the financial report on the activity.
6. For the funds made available for a given project or activity, the Flemish Government authorises UNESCO, as implementer on behalf of the Flemish Government to enter into an agreement with the beneficiary in the form of a Plan of Operation, also reflecting the contributions from UNESCO and beneficiary side.
7. UNESCO shall annually make available to the Flemish Government financial statements on the individual project accounts and on the Trust Fund itself, and shall forward to the Flemish Government, on a biennial basis, a copy of an audit report by the external auditors of UNESCO to its Governing Bodies, if it contains observations relevant to activities under the Trust Fund.

## ARTICLE 5

### FINAL PROVISIONS

- 1 This Agreement shall become effective as of the date of signature by the authorised representatives of both parties. It shall remain in force for five years unless terminated earlier by either party in accordance with the provisions listed below. Following the evaluation mentioned in Article 2, Paragraph 2 above the Agreement may be extended for a further period of five years.
- 2 The Flemish 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.
3. 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 projects made by the Flemish 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 Flemish Government, will remain until termination. Upon full termination, any funds held hereunder by UNESCO shall be returned to the Flemish Government, and UNESCO's administration shall be considered terminated.
4. In the event that the Flemish Government wants to terminate a project or activity carried out under the Trust Fund, the Flemish 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 or uncommitted assets remaining shall be returned to the Trust Fund.

Done in two original copies, each <sup>of</sup> which in the English and Dutch languages, the two versions being equally valid, neither version prevailing.

For the United Nations Educational,  
Scientific and Cultural Organisation

For the Flemish Government



Koïchiro Matsuura  
Director-General

*Muskel 7 februari 2002*



---

Paul Van Grembergen  
Flemish Minister for Foreign Policy