

AGREEMENT ON CO-OPERATION
BETWEEN
FLANDERS
(KINGDOM OF BELGIUM)
AND
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL
ORGANIZATION (UNESCO)

The United Nations Educational,
Scientific and Cultural Organization,

(hereinafter referred to as UNESCO)

The Government of Flanders,
(Kingdom of Belgium)

(hereinafter referred to as "the Government")

Whereas the Government is conscious of the purpose of UNESCO to contribute to peace, democracy, and security by promoting co-operation among the nations in the field of education, science, culture and communication.

Whereas the Government desires to strengthen its co-operation with UNESCO, availing itself of its expertise and its services, and making available, from time to time, funds for the implementation of mutually agreed activities by UNESCO;

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

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

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Article 1

Purpose of the Agreement

1. UNESCO and the Government agree on the desirability of enhancing their co-operation on the basis of a real partnership and within the fields of competence of UNESCO: education, science, culture and communication. To this end, the parties will exchange ideas, documentation and general information, and identify concrete activities for co-operation in the mutual interest of both parties.
2. At the initial stage, the parties have identified the following areas as being of particular interest for such co-operation: international co-operation, including the provision of personnel assistance, education (teachers' training, PEACE programme-higher-education, dance pedagogics), science (water resources management, oceanography), culture (restoration of films, training of artists, cultural development of backward city quarters) and communication (promotion of the free press, development of libraries and archives) and any other activity which will be the subject of an agreement between UNESCO and the Government.
3. In accordance with existing rules and procedures, and upon proposal from the Government, UNESCO will avail itself of Flemish goods and personnel services as appropriate. On its side, the Government may seek UNESCO's advice and expertise as appropriate.
4. The Government may also seek UNESCO's sponsorship for specific events in accordance with UNESCO's procedures.

Article 2

Project co-operation

1. Subject to the provisions of this agreement, the Government is prepared to make available to UNESCO specific grants to contribute to the financing of activities or programmes supported by UNESCO. Such contributions may take the form of funds-in-trust for the implementation of programmes or projects mutually agreed upon. UNESCO and the Government will prepare the work plan, and modalities for execution and evaluation of the programmes or projects in common agreement.
2. UNESCO may submit proposals to the Government for programmes and projects to be financed under funds-in-trust. The proposals shall follow UNESCO's standard format and include a draft work plan and budget expressed in US dollars.

3. The activities to be carried out under this agreement will be determined at any time by any exchange of letters between the Government and UNESCO, referring to this agreement and specifying the content, costs, financial procedures and payment schedule of the project to be implemented by UNESCO. UNESCO will provide regular substantive and financial reporting on the activities carried out, including a final report and a final financial statement.
4. Administrative support costs may be charged to the individual project account. These charges shall be calculated at the standard rate applied by UNESCO at the time of the special arrangement on a given project and shall not exceed the rate of 13 per cent.
5. For the funds made available for projects, the Government authorizes UNESCO, as administrator on behalf of the Government, to enter into an agreement with the beneficiary in the form of a Plan of Operations.
6. Funds made available by the Government shall be subject to internal and external procedures provided for in UNESCO's financial regulations and rules and administrative directives. UNESCO shall make available to the Government its Financial Report and Audited Financial Statement as submitted to the Executive Board.

Article 3

Personnel Co-operation

1. UNESCO and the Government may agree upon the secondment of Flemish experts for activities implemented by UNESCO within its fields of competence.
2. Taking into account the statutory and administrative procedures used by UNESCO and the Government, the partners shall define the objectives and modalities for such a disposition, case by case.

Article 4

General Provisions

1. Effective date

This General Co-operation Agreement shall become effective as of the date of signature by the authorized representatives of both parties.

2. Consultations

For the purpose of the implementation of this Agreement, UNESCO and the Government shall hold regular consultations. Such consultations shall alternate between Paris and Brussels and shall comprise a general exchange of policy views, as well as discussions of on-going co-operation activities and perspectives for future co-operation.

3. Amendments


Both parties may, by an exchange of letters, amend any of the provisions of the General Co-operation Agreement. The parties may also enter into such supplementary arrangements for the implementation of this Agreement as may be found desirable.

4. Termination

This Agreement shall remain in force for an initial period of five years from the date of signature. At the expiry of this period, the Agreement shall remain in force by tacit agreement, unless terminated by either party, by giving not less than three months advance notice in writing, to the other party. If terminated, the Agreement will remain in force with respect to commitments undertaken in good faith by UNESCO under activities approved by the Government at a time when this Agreement was still in force and applicable.

Upon termination of this Agreement, unless the parties agree on another course of action, any agreement entered into by UNESCO, as Administrator on behalf of the Government, shall be transferred to the Government, and any funds held hereunder by UNESCO shall be returned to the Government, and UNESCO's administration shall be considered terminated.

In the event the Government wants to terminate a project carried out under this General Co-operation Agreement, the Government shall forthwith hold consultations with UNESCO with a view to determine the most appropriate measures and shall authorize UNESCO to meet any current legal obligations arising from the execution of this project and related to personnel and other contractual services, supplies, equipment, travel etc. Once the project is terminated, any unspent balance in cash or uncommitted assets remaining shall be returned to the Government.



In witness whereof, the duly authorized undersigned representatives of the parties have signed four copies of the present Agreement on Co-operation in the English and the Dutch languages, the two versions being equally valid. In the event of a difference of interpretation, the English version will prevail.

Paris, 6 March 1998

For the United Nations Educational,
Scientific and Cultural Organization

Federico Mayor
Director-General

For the Government of Flanders

Luc Van den Brande
Minister-President