

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 HERITAGE

UNESCO HEADQUARTERS  
2 NOVEMBER 2010

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

Given the importance of the Agreement, the Flemish Government formally committed itself to extend the Agreement for a second period of five years on 3 April 2003 and for a third period of five years on 13 March 2008;

Whereas the Flemish Government is conscious of the mission of UNESCO to contribute to peace and security by promoting cooperation among the nations in the field of education, science, culture and communication;

Whereas the Flemish Government desires to strengthen the cooperation 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 cooperation with the Flemish Government and is authorised, in accordance with the financial regulations, to receive funds from donors for the purpose of 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;

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

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

**ARTICLE 1**  
**THE UNESCO/FLANDERS TRUST FUND**  
**FOR THE SUPPORT OF UNESCO'S ACTIVITIES IN THE FIELD OF HERITAGE**

UNESCO and the Flemish Government mutually agree on the desirability of consolidating and renewing their cooperation within the field of competence of UNESCO in the domain of Heritage. To this end, UNESCO and the Flemish Government decide to set up a new UNESCO/Flanders Trust Fund for the support of UNESCO's activities in the Field of Heritage (hereinafter referred to as "the Trust Fund") which replaces the Agreement concluded between the Parties on 22 October 2007. In this context, the parties exchange ideas, documentation and general information, and identify concrete activities for cooperation 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 biennial contributions to the Trust Fund according to the Flemish Government's budgetary regulations. These biennial

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contributions for the years 2011 to 2014 will be decided by the Flemish Government and formalised through an official notification to UNESCO by the Flemish Department of Foreign Affairs.

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
3. Every two years, upon UNESCO's request, the Flemish Government shall deposit the contribution into following UNESCO's account:

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

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.

4. The Trust Fund consists of a General Fund and of individual 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. 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.
5. 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.
6. Preference will be given to UNESCO's Major Programme IV Culture, with specific attention to activities related to UNESCO's work on Culture and Development, in particular from the cultural heritage perspective. The activities to be carried out under the Trust Fund may focus on capacity building, given that the promotion of heritage contributes to local development, being a key objective of the Trust Fund.

The Flemish Government recognizes heritage as a driving force of cultural diversity and development and with the Trust Fund seeks to encourage the identification, protection, preservation, safeguarding and promotion of natural and cultural heritage of outstanding value to humanity

7. Particular interest will be given to activities identified by UNESCO's sectors and included in UNESCO's Complementary Additional Programme.
8. 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 the Flemish Government Foreign Policy and common geographical priorities of UNESCO and the Flemish Government, in the sphere of international cooperation. The parties may at any time agree to include other activities within UNESCO's programmes or other beneficiary countries in the cooperation under the Trust Fund.

9. 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 2 representatives of UNESCO:

- A representative of the Culture sector, active in UNESCO's field of heritage
- A representative of the Division for Cooperation with Extrabudgetary Funding Sources

At least 2 representatives of the Flemish Government:

- A representative of the Flemish Department of Foreign Affairs
- A representative of the Flemish Department of Economy, Science and Innovation

2. The Steering Committee shall be convened by UNESCO at least once a year. The Steering Committee may invite representatives of the relevant Flemish Departments, experts in the field of heritage, or other relevant persons to assist in its work. Upon decision of the Steering Committee, the procedure for approval of proposals for activities can also be conducted by correspondence and formalised by an exchange of signed letters.
3. The proposals for activities have to be submitted to the Steering Committee at least one month before the meeting of the Steering Committee. If they are not submitted within this timeframe, the proposals will not be taken under consideration during the meeting of the Steering Committee.
4. The Steering Committee will advise in the preparation of the activities 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 procedure for approval of the content and budget of small scale activities will be conducted by correspondence and formalised by an exchange of signed letters between the focal points of this Agreement. The Steering Committee will also evaluate the activities supported under the Trust Fund. This evaluation will be based on annual progress reports, prepared by UNESCO, and submitted to Flanders as foreseen in Article 4 below.

Activities that may be supported under the Trust Fund include:

- Concrete projects
- Secondments of experts
- Contributions to UNESCO Special Accounts and UNESCO Category I Centres and Institutes

5. 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 cooperation;
  - 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.
6. Whenever possible, UNESCO will make the necessary efforts to ensure the visibility of the Flemish Government as an extrabudgetary donor to the Organization. The Steering Committee may invite representatives of the UNESCO Bureau of Public Information for this purpose. Upon request UNESCO shall provide the Flemish Department of Foreign Affairs with information materials on the activities under the Trust Fund.
7. 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 shall be identified and selected in accordance with UNESCO's regulations and rules.

#### **ARTICLE 4 FINANCIAL AND ADMINISTRATIVE PROCEDURES**

1. After approval by the Steering Committee, UNESCO will submit proposals for activities for the consideration and possible approval by the Flemish Government for funding under the Trust Fund. Proposals shall be submitted in accordance with UNESCO's guidelines for funds-in-trust projects and drawn from the Complementary Additional Programme. Proposals for small scale activities within the framework of the agreement may be submitted in any appropriate format.
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, or other agreed modality, between the Flemish Government and UNESCO, referring to this Agreement and specifying the content, costs, involved parties and payment schedule of the activity to be implemented by UNESCO.

The proposals may also include the "not for profit" partner organizations that would collaborate in the implementation of the activity and list the contribution, in cash or in kind, to be provided by the partners in question. Partners, to whom funds will be transferred from the Trust Fund, must be identified and selected in accordance with UNESCO's rules and regulations.
3. Upon approval of each activity, UNESCO will establish a separate account for this activity. The funds will be drawn from the Trust Fund. UNESCO shall

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provide the Flemish Minister for Foreign Affairs 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 Department of Foreign Affairs a certified final financial report. 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. UNESCO will also provide the Flemish Department of Foreign Affairs with a final narrative and financial report on the activity, including an assessment of its implementation and results
5. Before 31 March of each year UNESCO shall make available to the Flemish Minister of Foreign Affairs official 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 Flemish Minister of Foreign Affairs, 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 as per UNESCO's standard format.
6. 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
7. A 13% programme support cost shall be charged to concrete projects and secondment of experts, and 10% to contributions to UNESCO's Special Accounts. These charges shall be calculated at the time of conclusion of the special arrangement on a given activity or project. The programme support costs shall be recorded separately in the financial report on the activity.
8. For the funds made available for a given project or activity, the Flemish Government authorises UNESCO, 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.

#### **ARTICLE 5 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 22 October 2007. It shall remain in force until terminated by either party in accordance with the provisions listed below.

**Amendments:** 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.

**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

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 here under by UNESCO shall be returned to the Flemish Government, and UNESCO's administration shall be considered terminated.

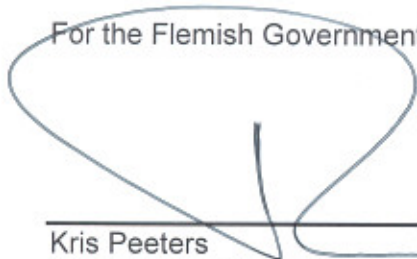
In the event that the Flemish Government wants to terminate a project or activity carried out under the Trust Fund, the Flemish Government shall forthwith hold consultations with UNESCO with a view to determine the most appropriate measures and shall authorise UNESCO to meet any current legal obligations 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.

#### ARTICLE 6

The Flemish Department of Foreign Affairs will be the focal point within the Flemish Administration for the implementation of this Agreement. The Division for Cooperation with Extrabudgetary Funding Sources will be the focal point inside UNESCO for the implementation of this Agreement.

In witness whereof the duly authorized representatives for the parties have signed four copies of the present Agreement, two in the English language and two in the Dutch, the two being equally valid. In the event of a difference in interpretation the English version will prevail.

For the Flemish Government



Kris Peeters  
Minister-President of the Flemish Government  
Flemish Minister for Economy, Foreign Policy,  
Agriculture and Rural Policy

For the United Nations Educational,  
Scientific and Cultural Organisation



Irina Bokova  
Director-General

Date 2 Nov 2010

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