



unitar

United Nations Institute for Training and Research

Flemish government



IMPLEMENTATION AGREEMENT

CONCERNING A

SPECIAL PURPOSE GRANT

between

**THE UNITED NATIONS INSTITUTE FOR TRAINING AND RESEARCH
(UNITAR)**

and

THE FLEMISH GOVERNMENT

WHEREAS the United Nations Institute for Training and Research (UNITAR) and the Flemish Government, hereinafter referred to as "the Partners", have agreed to cooperate in the implementation of a program entitled "Antwerp International Training Center on Corporate Opportunities", hereinafter referred to as "the Program",

WHEREAS the Flemish Government has informed UNITAR of its willingness to contribute funds to meet the costs of the program on the basis of the proposal jointly agreed upon and annexed to this Implementation Agreement, hereinafter referred to as "the Agreement",

WHEREAS it has been agreed between UNITAR and the Flemish Government that UNITAR shall be responsible under the terms of this Agreement for the management of the funds contributed by the Flemish Government to meet the costs of the Program,

NOW THEREFORE, UNITAR and the Flemish Government hereby agree as follows:

1. The Flemish Government shall place at the disposal of UNITAR the amount of two hundred thousand euro (200.000 €) in accordance with the following payment schedule:
 - a) A first installment of 150.000 euro shall be made upon signature of this Agreement;
 - b) A second installment of 25.000 euro shall be paid in 2012 insofar as the reports on the budget and the operation of ITCCO justify such action and upon submission of a narrative activity report and a detailed financial statement showing income and expenditures;
 - c) A third and final installment of 25.000 euro shall be paid in 2013 insofar as the reports on the budget and the operation of ITCCO justify such action and upon submission of narrative activity report, a detailed financial statement showing income and expenditures and a thorough strategic review by UNITAR of the ITCCO, taking into account the effectiveness (contribution to Corporate Social Responsibility and the Millennium Development Goals).

2. The deposit of the aforesaid funds will be made to:

Bank Name:	JP Morgan Chase AG
Branch address:	Grueneburgweg 2 - 60322 Frankfurt am Main, Germany
Account Name:	UN Office at Geneva
Account Number:	6161600934
IBAN:	DE78 5011 0800 6161 6009 34
Bank/ABA/Code/Sort Code N°:	50110800
Swift/BIC code:	CHAS DE FX
Reference	UNITAR - ITCCO

3. UNITAR shall use such funds to meet the costs of the Program as shown in the annexed budget.



4. Contributions received from different donors to support the implementation of the Program will be deposited in a Special Purpose Grant Account and administered by UNITAR, in accordance with the applicable Financial Regulations, Rules and Directives of the United Nations. Accordingly, personnel shall be engaged and administered; equipment, supplies and services purchased; and contracts entered into in accordance with the provisions of such regulations, rules and directives.
5. The Special Purpose Grant shall be charged with expenditures incurred by UNITAR in the performance of activities under this Agreement. The Special Purpose Grant will also be charged with 7 % of all expenditures from the Special Purpose Grant Account, which percentage shall be a charge for Program support services provided by UNITAR in the implementation of the Program financed under the Special Purpose Grant.
6. UNITAR will not make any commitments above the amounts specified for expenditure in the annexed budget. If unforeseen expenditures arise, UNITAR will submit a supplementary budget to the Program showing the further financing that will be necessary. If no such further financing is available, the assistance provided to the Program under this Agreement may be reduced or, if necessary, terminated by UNITAR. In no event will UNITAR assume any liability in excess of the funds provided in the Special Purpose Grant.
7. On the termination of this Agreement, ownership of equipment, supplies and other property financed from this Special Purpose Grant shall be vested the Program.
8. Evaluation of the activities financed from this Special Purpose Grant, by UNITAR, shall be undertaken in accordance with the provisions that will be agreed upon at the time of the evaluation by both UNITAR and the Flemish Government.
9. This Special Purpose Grant shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, Rules and Directives of the United Nations.
10. Considering that all contributions to the Program are administered as a single fund, UNITAR shall provide the Flemish Government with statements and reports prepared in accordance with the United Nations accounting and reporting procedures, including:
 - a) A consolidated annual financial statement showing income, expenditures, as of 31 December each year with respect to the funds provided by the Flemish Government;
 - b) A narrative report and a financial statement within six months of the date of expiration or termination of the Program.

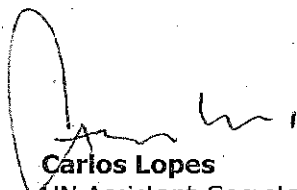
All financial accounts shall be kept in dollars of the United States and statements expressed in dollars of the United States.

11. All correspondence relating to this Agreement shall be in writing (through normal mail or electronic means) between the following responsible:
 - a) For the Flemish Government: Mr. Bart Laethem, Boudewijnlaan 30 bus 80, 1000 Brussels, Belgium, e-mail: bart.laethem@iv.vlaanderen.be
 - b) For UNITAR: Mr. Jocelyn Fenard, Palais des Nations, CH 1211 Geneva, Switzerland, e-mail: jocelyn.fenard@unitar.org

12. This Agreement shall be applicable on the date of its signature and will remain operational until the expiration of the funding by the Flemish Government, according to its evaluations.
13. Without prejudice to the foregoing, steps shall be taken to ensure that termination of this Agreement shall not be prejudicial to any activity undertaken within the framework of the Program.
14. UNITAR shall notify the Flemish Government when, in its opinion, the purposes for which the Special Purpose Grant was established have been realized.
15. On the expiration of this Agreement, the funds will continue to be held by UNITAR until all expenditures incurred have been satisfied from such funds. Thereafter, any surplus remaining in the Special Purpose Grant Account shall be disposed of as indicated by the Partners.
16. Any dispute arising in connection with this agreement will be settled amicably by negotiation or other agreed mode of settlement.

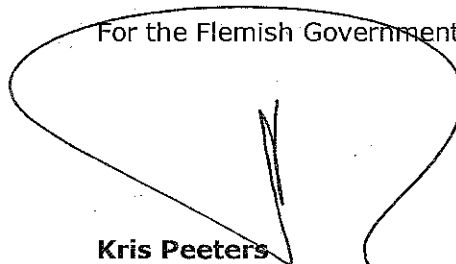
IN WITNESS WHEREOF, the Partners, being duly authorized thereto, have signed the present Agreement in duplicate,

For UNITAR



Carlos Lopes
UN Assistant-Secretary General
Executive Director, UNITAR

For the Flemish Government



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