

FRAMEWORK AGREEMENT

Between

THE WORLD HEALTH ORGANIZATION
(herein after referred to as "WHO")

And

THE FLEMISH GOVERNMENT
(KINGDOM OF BELGIUM)
(herein after referred to as the "Flemish Government")

I. OBJECTIVE AND AREAS OF COOPERATION

I.1. Objective

The objective of this Framework Agreement is to promote joint actions aiming at:

- the achievement of the Millennium Development Goals (MDGs), established subsequent to the Millennium Declaration of the United Nations of September 2000, with particular reference to the health-related MDGs,
- the implementation of the commitments made in the Paris Declaration on Aid Effectiveness, reaffirming strengthening partner countries' national development strategies and associated operational frameworks,

through enhanced collaboration, with a particular focus on the region and countries of the Southern African Development Community (SADC).

I.2. Guiding principles

WHO and the Flemish Government are intensifying their collaboration at all levels and in particular are developing innovative ways of programming at the regional and country levels in relationship with the WHO General Programme of Work and its Medium-Term Strategic Plan.

Recognizing the need to continue developing effective ways to strengthen joint action and drawing upon their respective institutional strengths, WHO and the Flemish Government will:

- Intensify collaboration at the headquarters/capital, regional and country levels;
- Together with their partners, align their work with the directions provided by the World Health Assembly and WHO's Medium-Term Strategic Plan;
- Endeavour to ensure their joint aid activities produce tangible results in accordance with agreed targets and indicators; and
- Systematically monitor performance and evaluate outcomes of their actions.

I.3. Roles and responsibilities

In working collaboratively, both parties agree to:

- Support the implementation of public health programmes and activities aiming at strengthening health systems in the SADC region, with specific attention for family and community health, prevention of ill-health and health promotion;
- Facilitate donor harmonization, strengthen technical assistance and improve global and regional advocacy;
- Encourage and mobilize commitment of leaders from various sectors and help facilitate political leadership at the national and regional levels;
- Identify and promote the sharing of experiences at country and regional levels and encourage best practice and support to technical resource networks;
- Support the generation of knowledge and evidence and their use for strengthening policies and programmes within countries; and
- Pursue the mobilization of additional resources, both technical and financial, to support public health initiatives in the SADC region.

WHO will propose for possible support by the Flemish Government projects/programmes focussing, in particular, on the prevention of ill-health among the people of the SADC Region.

The Flemish Government will:

- Integrate WHO's priorities and guidance in policy notes;
- Share information on projects/programmes pursued in the SADC region and ensure the appropriate involvement of WHO Country Offices; and
- Consider WHO's submitted proposals for funding.

II. COORDINATION, MONITORING and REVIEW

- II.1. WHO and the Flemish Government undertake to maintain open and effective channels of communication. Dialogue between WHO and the Flemish Government will involve WHO Headquarters, Regional and Country Offices as well as the Flemish Department of Foreign Affairs and the Flanders International Cooperation Agency.
- II.2. WHO and the Flemish Government will focus on the effectiveness of their collaborative efforts and their impact at country level when monitoring this Framework Agreement.
- II.3. In order to review the collaboration under this Framework Agreement, there will be annual consultations between the WHO Secretariat and the Flemish Government. When appropriate, the Flemish Government will join multi-donor consultations organized by the WHO Secretariat.

III. FINANCIAL MODALITIES

- III.1. Voluntary contributions made by the Flemish Government to WHO are used in the areas of cooperation defined in Article I, responding to priorities as set forth in WHO's Programme and Budget approved by WHO's Governing Bodies. They will contribute to the implementation of activities to be agreed between WHO and the Flemish Government and outlined in a document for each such Project or Programme (herein after referred to as the "Project/Programme").
- III.2. Each voluntary contribution will be concluded through a "Letter of Commitment" to be sent by the Flemish Government to WHO and will be subject to agreement by WHO through an acceptance letter from WHO.
- III.3. "Project/Programme" Responsibility period
- (1) WHO shall be responsible for the implementation and the monitoring of the Project/Programme and shall consult the Flemish Government prior to effecting major changes between categories of expenditure that may be found necessary in the course of implementing the activities.
 - (2) The Flemish Government shall be responsible for the provision of funds to WHO for the Project/Programme, in accordance with the terms of this Agreement and as set forth in the Flemish Government's Letter of Commitment and WHO's acceptance letter.

III.4. Financial arrangements

(1) Schedule of payments

The Flemish Government's contributions shall be paid in advance to cover at least one year's operations. The initial instalment shall be paid upon receipt of the acceptance letter from WHO. Further instalment(s) shall be made after the submission of technical and financial programmatic reports as per Article III.6 below.

(2) Payment of contribution

Contributions shall be deposited in WHO's Geneva bank account in Euro:

*World Health Organization
A/c no. 240 - C0169920.1
(IBAN - CH8500240240C01699201 - SWIFT - UBSWCHZH 12A)
UBS AG
C. P. 2600
CH 1211 Geneva 2, Switzerland*

(3) Utilization of funds and accounting

- (i) The contribution shall be used for the purposes indicated in the Flemish Government's Letter of Commitment as accepted by WHO and shall be administered in accordance with the Financial Regulations and Rules, and financial and administrative rules and practices of WHO.
- (ii) Under this Agreement, the applicable percentage (*13% or other authorized rate*) of expenditure will be deducted by WHO to cover administrative costs related to administering the funds, based on World Health Assembly Resolutions.
- (iii) Any interest earned on the cash balance of the contribution shall be used in accordance with WHO Financial Regulations and Rules, and financial and administrative rules and practices of WHO.
- (iv) Income and expenditure recorded in respect of the contribution shall be identified and kept separately by WHO in the relevant account of its Voluntary Fund for Health Promotion or relevant Trust Fund.
- (v) Any balance of the contribution that is outstanding at the time of completion of the Project/Programme, or of termination of this Agreement, and after all obligations by WHO prior to completion or termination have been fully liquidated, shall be reprogrammed in agreement with the Flemish Government.

III.5. "Project/Programme" Implementation period

The starting and completion dates of each Project/Programme shall be defined in the Flemish Government's Letter of Commitment as accepted by WHO.

WHO shall have no obligation to implement the activities related to a Project/Programme unless all necessary and sufficient funds for the implementation have been received by WHO. If the starting date is postponed for that reason, the completion date of the Project/Programme shall be extended accordingly. A period of up to twelve months shall be allowed after completion of an activity, or of any termination of this Agreement, to liquidate all obligations for activities completed by WHO prior to completion or termination.

III.6. "Project/Programme" Reporting

WHO shall transmit to the Flemish Government annual technical and financial programmatic reports on the progress in the activities financed by the Flemish Government's contributions.

The income and expenditure recorded in respect of the contributions shall be indicated in the WHO Financial Reports submitted to the World Health Assembly on an annual and biennial basis. A copy of these certified and audited reports shall be transmitted to the Flemish Government.

III.7. Audit

It is understood that all contributions to WHO are subject exclusively to its internal and external auditing procedures. The External Auditors' certification of accounts and audit report is made available to the World Health Assembly on a biennial basis. The Flemish Government shall receive a copy.

III.8. Acknowledgement

WHO will make an appropriate acknowledgement of the Flemish Government's contributions in any of its publications emanating from the Project/Programme, or in reports that are usually made available to its Member States.

IV. GENERAL PROVISIONS

IV.1. The Framework Agreement shall enter into force on 1st August 2008.

IV.2. The Framework Agreement shall remain in force unless terminated by mutual agreement or by one party terminating the Framework Agreement by six months written notice to the other party.

IV.3. In the case of termination of this Framework Agreement or of a project, and unless the parties agree otherwise, WHO will continue to hold any unutilized contribution for a period not exceeding one year to ensure that all prior commitments and liabilities incurred in implementation of the project have been satisfied.

- IV.4. Any dispute relating to the interpretation or application of this Framework Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties, or in the absence of agreement, with the UNCITRAL Rules of Arbitration. The parties shall accept the arbitral award as final.
- IV.5. Nothing in or relating to this Framework Agreement or any related project shall imply the obligation of WHO to submit to any national legislation or jurisdiction, or be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

Geneva, 9 April 2008

Accepted on behalf of
the Flemish Government

Mr Geert Bourgeois
Minister of Foreign Affairs



Accepted on behalf of
the World Health Organization

Dr Margaret Chan
Director General

