

Agreement

on the UNESCO/Flanders Trust Fund

for the support of

UNESCO's Activities in the Field of Science

(2014-2018)

Taking into account the Agreement on Cooperation between the United Nations Educational, Scientific and Cultural Organisation (hereinafter referred to as 'UNESCO') and the Government of Flanders, Kingdom of Belgium (hereinafter referred to as 'the Government'), signed at UNESCO Headquarters on 6 March 1998 by the Director-General of UNESCO and the Minister-President of the Government of Flanders, extended for a second period of five years on 3 April 2003, and extended again on 13 March 2008;

Taking into account the establishment of the Flanders/UNESCO Trust Fund for the Support of UNESCO's activities in the field of science through the signature of an Agreement on 19 September 1999 for an initial period of five years, and extended for a second and third period of five years each in 2003 (2004-2008) and 2008 (2009-2013);

Taking into account the wish of UNESCO and the Government to extend the abovementioned Agreement for a further period of five years (2014-2018);

Whereas the Government is conscious of the purpose of UNESCO, to contribute to peace and security by promoting cooperation among nations in the fields of education, the sciences, culture and communication;

Whereas the Government desires to strengthen 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 authorized, in accordance with the financial regulations, to receive funds for the purpose of paying, at the donor's request and as stipulated below, expenses for carrying out activities that are consistent with the aims, principles and policies of UNESCO;

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

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

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

UNESCO and the Government agree mutually on the desirability of consolidating their cooperation within UNESCO's fields of competence in the domain of science. To this end, the UNESCO/Flanders Trust Fund for the Support of UNESCO's Activities in the Field of Science (hereinafter referred to as 'the Trust Fund'), established by agreement on 19 September 1999, will be extended for a further period of five years (2014-2018). In this context, the Parties will exchange ideas, documentation and general information, as well as identify concrete activities for cooperation in the mutual interest of both Parties. The Government may seek UNESCO's advice and expertise as appropriate.

ARTICLE 2
OPERATION OF THE TRUST FUND

1. In 2013, the Government contributed the sum of one million five hundred and thirty-five thousand euros (€1,535,000) to the Trust Fund. The contribution from the Government for the years 2014 to 2018 are allocated on the UNESCO Science Trust Funds budget line of the Department of Economy, Science and Innovation, and are subject to the annual decision of the Flemish Parliament on the budget of the Flemish Community.
2. Before the expiration of the period 2014-2018, the Parties will undertake a thorough evaluation of the Trust Fund and its operation 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 Government shall transfer the annual contribution to the following UNESCO account:

Société Générale
Paris Saint-Michel
10, rue Thénard
75005, Paris, France

International identification
Account n° (IBAN) : FR76 30003 - 03301 - 00037291909 - 97
BIC - Adresse Swift : SOGEFRPP

4. When received, the funds mentioned in paragraph 1 above shall be credited to the General Fund of the UNESCO/Flanders Trust Fund for the support of UNESCO's Activities in Science. When the activities to be implemented under the Trust Fund are approved, individual project accounts will be established and will be credited from the General Fund. The General Fund will be credited with all contributions from the Government to the Trust Fund, as well as with accrued interest and savings from terminal activities under the Trust Fund. The Fund 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. 2/3 of accrued interest will be credited to the account and 1/3 to UNESCO as administration and management commission, in accordance with UNESCO's regulations and rules.
6. The activities to be carried out under the Trust Fund must relate to UNESCO's *Major Programme II: Science for Peace and Sustainable Development*, as reflected in the UNESCO Resolutions on the Approved Programme and Budget for 2014-2015 (37 C/5). Particular interest will be given to activities identified by UNESCO's sectors and presented in the Additional Programmes. Specific attention will be given to Strategic Objectives 4, 5 and 6 of the UNESCO Medium Term Strategy (37 C/4, 2014-2021) with a special focus on the Man and Biosphere Programme, the International Hydrological Programme and the programme of the Intergovernmental Oceanographic Commission, including the social aspects related to these activities. The Parties may, at any time, agree to include other activities with UNESCO's science programmes in the cooperation 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 hereunder.

ARTICLE 3 STEERING COMMITTEE

A Steering Committee shall be established for the Trust Fund, composed as follows:
UNESCO:

- a representative of the Natural Science Sector; and,
- a representative of the Division for Cooperation with Extrabudgetary Funding Sources (BSP/CFS).

Government of Flanders:

- a representative of the Flemish Department of Economy, Science and Innovation; and,
- a representative of the Flemish Department of Foreign Affairs.

The Steering Committee shall be convened by UNESCO at least twice a year and will be held in UNESCO's Headquarters in Paris, unless otherwise agreed. The travel costs of representatives of the Government will be borne by the Government. In the event that meetings of the Steering Committee are held outside Paris, the cost of such meeting, including the participation of representatives of UNESCO, will be covered under the Trust Fund. The Steering Committee may invite experts or other relevant persons to assist in its work.

The Steering Committee will advise on the preparation of the projects and programmes that may be funded by the Trust Fund, and will select the activities to be proposed by UNESCO to the Government for funding under the Trust Fund. The Committee also will evaluate the activities supported under the Trust Fund.

Activities that may be supported under the Trust Fund include:

- concrete projects in the field of science;
- secondment of experts;
- financing of consultants for project preparation or evaluation; and;
- research projects as a follow-up to activities under the Trust Fund, and to be implemented by trainees at Flemish institutions returning to their home country.

Study grants will not be provided under the Trust Fund.

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

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

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

Before finalization of the project document, the Steering Committee will undertake consultations with such Flemish institutions or research 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 interest and active coaching.

ARTICLE 4 FINANCIAL AND ADMINISTRATIVE PROCEDURES

1. After approval by the Steering Committee, UNESCO will submit proposals of activities for the consideration and eventual approval for funding, by the Government, under the Trust Fund. Project proposals shall be submitted in accordance with UNESCO's guidelines for Funds-in-Trust projects and in line with the Additional Programme. All proposals shall include a work plan and a budget expressed in US dollars, at the rate of exchange in force for the euro (€) on the day of presentation. The projects may have a maximum duration of six years.
2. If approved by the Government, the activities to be carried out under the Trust Fund will be formalized by an exchange of letters or other agreed modalities between the 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 propose the Flemish partners who could collaborate in the implementation of the activity and list the contributions, 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 General Fund. At the end of each calendar year, UNESCO will submit to the Government a financial statement on the individual project accounts and on the General Fund, signed by the Financial Officer/Comptroller of the Organization. UNESCO also will provide the Government with annual progress reports on the individual activities.
4. Upon termination of an activity or project under the Trust Fund, UNESCO will provide the Government with a final financial statement. Any funds that remain unspent with respect to this terminated activity or project will be returned to the Trust Fund. UNESCO also will provide the 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 Government authorizes UNESCO, as implementer on behalf of the Government, to enter into an agreement with the beneficiary in the form of a Plan of Operation, also reflecting the contributions from UNESCO and from the beneficiary.

7. UNESCO shall make available to the Government its biennial Financial Report and Audited Financial Statement, and it shall forward to the Government a copy of the report on an audit, made by the external auditors of UNESCO to its governing bodies, if it contains observations relevant to activities under the Trust Fund.
8. Since the UNESCO Flanders Trust Fund for the Support of UNESCO's Activities in the Field of Science (FUST) is a partnerships under which UNESCO and the Flemish Government agree to work together to achieve a common purpose, as well as to share risks, responsibilities, resources and benefits according to their means, UNESCO will make an in-kind contribution of regular programme staff time to joint activities undertaken in the framework of the FUST. In this relation, joint activities will be subject to full budgeting, demonstrating the contributions of the Flemish Government and UNESCO respectively. The amount of regular programme staff time offered as an in-kind contribution will be agreed upon by the Parties on a case-by-case basis for each activity jointly agreed upon.

ARTICLE 5 FINAL PROVISIONS

Effective date: This Agreement shall become effective as of the date of signature by the authorized representatives of both Parties, and shall remain in force until 31 December 2018, unless terminated earlier by either Party in accordance with the provisions listed below. Following the evaluation mentioned in Article 2.2 above, the Agreement may be extended for a further period of five years.

Amendments: Both Parties may, by an exchange of letters, amend any of the provisions under this Agreement. 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 projects made by the 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 Government, will remain until termination. Upon full termination, any funds held hereunder by UNESCO shall be returned to the Government, and UNESCO's administration shall be considered terminated.

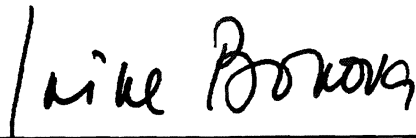
In the event that the Government wants to terminate a project or activity carried out under the Trust Fund, the Government shall forthwith hold consultations with UNESCO with a view to determining the most appropriate measures, and shall authorize UNESCO to meet any current legal obligations arising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

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

Paris,

19 MAY 2014

For the United Nations Educational,
Scientific and Cultural Organization:

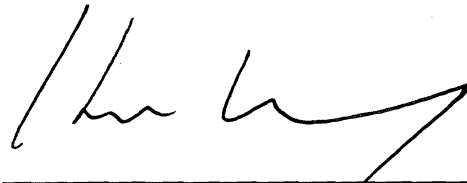


Irina Bokova
Director-General

Brussels,

19 MEI 2014

For the Government of Flanders:



Ingrid Lieten
Vice minister-president of the Flemish
Government and Flemish Minister for
Innovation, Public Investment, Media and
Poverty Reduction