

Agreement

between THE GOVERNMENT OF THE KINGDOM OF BELGIUM (Hereinafter referred to as "The Government")

and THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (Hereinafter referred to as "FAO")

concerning the Belgian Associate Professional Officers (APO) Programme

WHEREAS the Government wishes to continue the collaboration existing with FAO since 1963 in the use of Associate Professional Officers for the provision of technical assistance to developing countries, and

WHEREAS FAO welcomes the offer by the Government to finance Associate Professional Officers for assignment to development programmes and projects administered by the Organization, and

WHEREAS the Government and FAO feel confident that the responsibilities devolving upon each as a result of entering into this Agreement will be fulfilled in a spirit of friendly cooperation and on the basis of mutual understanding, NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I

Selection and Recruitment Procedures

1.01 The selection and recruitment procedures are outlined in the Annex to this Agreement, entitled "Annex to the Agreement between the Government of the Kingdom of Belgium and the Food and Agriculture Organization of the United Nations concerning the Belgian Associate Professional Officers Programme", which shall constitute an integral part of the present Agreement.

ARTICLE II

Terms of Employment

2.01 Having been accepted by FAO and having agreed to the required Terms of Employment, an Associate Professional Officer shall be appointed by FAO as a staff member of the Organization at a grade and level as specified in Article 15 of the Annex to this Agreement, and shall be subject to the Staff Regulations and Staff Rules of FAO as indicated in the letter of appointment. The APO shall be expected to carry out to the best of his/her ability the duties specified in the description of the post that s/he occupies.

2.02 Associate Professional Officers shall serve with FAO for an initial period of one year. It is understood that the initial period of service may be extended by mutual agreement between FAO and the Government.

2.03 The Performance of each Associate Professional Officer shall be appraised by FAO. FAO will submit reports on the Associate Professional Officer's performance to the Government according to established procedures.

ARTICLE III

Financial Arrangements

3.01 FAO will submit to the Government for approval the budget estimates covering the initial assignment of each Associate Professional Officer and subsequent extension of the assignment. The Government shall pay into a Trust Fund Account on the conclusion of this Agreement a sum in US dollars sufficient to cover the estimated cost to FAO of the Associate Professional Officers to be appointed, in accordance with Article 2.01; such sum is to include a charge of 14% to cover FAO's supervisory and administrative expenses.

3.02 Before the end of an APO contract year, FAO shall provide an estimate of funds required to cover further expenditures expected to be incurred until the end of that APO contract year, if any, and an estimate of the amounts required for the implementation of this Agreement for the subsequent annual period, and shall request the Government to deposit the amount payable for such period.

3.03 The deposits made by the Government should make a clear reference to the Trust Fund on which they should be credited; FAO will inform the donor country of the necessary banking instructions in this respect.

3.04 All costs incurred by FAO in the implementation of this Agreement will be charged to funds provided by the Government to the Trust Fund. These costs will include the following:

(a) salaries and allowances;

(b) transportation to and from the duty station and related costs and allowances;

(c) travel to and from the duty station for dependents and related costs and allowances;

(d) costs of participation in the United Nations Joint Staff Pension Fund if applicable, and in all cases in FAO's Staff Compensation Plan for sickness, disability and death, and of medical insurance coverage;

(e) such other identifiable but unforeseen expenses, including travel, as are payable under the provisions of the Staff Regulations, Staff Rules and Administrative Manual of FAO, especially Manual Section 372, and as may arise in connection with the Associate Professional Officer's assignment.

3.05 FAO will not enter into financial commitments or disburse any funds for implementing this Agreement until funds have been received to cover such commitments or disbursements. However, in exceptional circumstances, FAO may incur unforeseen obligations relating to items envisaged in paragraph 3.04 (e) and invite the Government to deposit an additional amount to cover such exceptional unforeseen expenditures.

3.06 FAO shall submit a financial statement to the Government not later than 31 May of each year, showing the use of all funds spent for the implementation of this Agreement during the preceding calendar year.

3.07 On termination of this Agreement, FAO will refund to the Government any unspent balance remaining to the credit of the Government in the Trust Fund account described in Article 3.01 and 3.03.

ARTICLE IV

Offers of Appointment

4.01 As soon as a person proposed as an Associate Professional Officer in line with established selection procedures has been accepted, FAO will submit the Terms of Employment to the candidate, and shall ensure that copies of all relevant correspondence are forwarded to the Government.

ARTICLE V

Supplementary Agreements and Arrangements

5.01 The parties may enter into such supplementary agreements and arrangements for the implementation of this Agreement as may be found desirable from time to time in the light of experience.

ARTICLE VI

Entry into Force and Termination

6.01 This Agreement shall enter into force upon signature thereof by both parties.

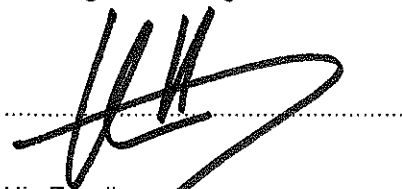
6.02 This Agreement may be terminated at any time by either party upon giving three months notice in writing to the other party.

6.03 Despite the expiration or termination of this Agreement, the obligations assumed by the parties vis-à-vis the Associate Professional Officers shall be fulfilled until the end of the period of their appointment.

6.04 This Agreement supersedes the Agreement between the Government of the Kingdom of Belgium and FAO signed on 19 March 1963.

IN WITNESS WHEREOF the authorized representatives of the parties hereto, have signed this Agreement.

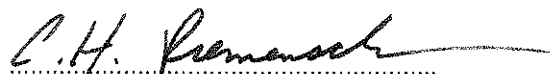
For the Government of
the Kingdom of Belgium



His Excellency
Olivier Chastel
Minister for Development Cooperation
in charge of European Affairs

Date: 29/8/11

For the Food and Agriculture Organization
of the United Nations



Laurent Thomas
Assistant Director-General
Technical Cooperation Department

Date: 5/8/11