

## FUNDS-IN-TRUST PROJECT AGREEMENT

Between  
THE UNITED NATIONS  
EDUCATIONAL, SCIENTIFIC  
AND CULTURAL  
ORGANIZATION  
(hereinafter referred to as  
"UNESCO")

and

THE GOVERNMENT OF  
BELGIUM, acting through its  
Directorate-General for  
Development Cooperation and  
Humanitarian Affairs  
(hereinafter referred to as the  
"Donor")

UNESCO and the Donor hereinafter jointly referred to as the "Parties"

WHEREAS the Donor is conscious of the purpose of UNESCO to contribute to peace and security by promoting collaboration among the nations through education, science, culture and communication in order to further universal respect for justice, for the rule of law and for the human rights and fundamental freedom which are affirmed for the peoples of the world, without distinction of race, sex, language or religion, by the Charter of the United Nations;

WHEREAS the Donor desires to strengthen its cooperation with UNESCO by making funds available to UNESCO for the implementation of the activities related to the Project and

WHEREAS the Director-General of UNESCO is authorized by the General Conference, in accordance with the Financial Regulations of UNESCO, to receive funds from donors for the purpose of carrying out activities that are consistent with the aims, policies and activities of UNESCO.

NOW THEREFORE, the Parties agree as follows:

### **Article I General Conditions**

1. The present Agreement sets out the terms and conditions of the Donor's contribution to the Project entitled "Faire de la réserve de biosphère de Yangambi un centre d'excellence en matière de biodiversité et de climat (phase 2)" (hereinafter referred to as the "Project"), the objectives of which are described in the Project document, including the budget, which is attached as Annex 1 to this Agreement.
2. A Management Cost rate of 9 per cent intended to cover UNESCO's overhead cost, applies to the contribution.

3. The fulfilment of UNESCO's obligations under the present Agreement shall be subject to the availability of funds from the Donor. If, exceptionally, funds required for Project implementation exceed funds received from the Donor, UNESCO may advance funds for Project implementation within the overall budget approved by the Donor.
4. The implementation of the programmatic activities will be the responsibility of UNESCO and will be carried out by UNESCO in accordance with its own applicable regulations, rules, policies and procedures, including those relating to procurement as well as to the selection and assessment of implementation partners. Accordingly, personnel will be engaged and administered, equipment, supplies and services purchased, and contracts entered into in accordance with the provisions of such regulations, rules, policies and procedures.

## **Article II The contribution**

1. (a) The Government of Belgium shall, in accordance with the schedule of payments set out below, contribute to UNESCO the Contribution amount of 4,000,000 euros, including a coordination levy of 39,604 euros to be paid as part of the first instalment.

<u>Schedule of payments</u>	<u>Amount</u>
tranche 1, on or before 31st December 2024	1,510,000 euros
tranche 2, on or before 31st December 2025	1,190,000 euros
tranche 3, on or before 31st December 2026	1,300,000 euros

(b) Upon signature of the present Agreement, the Donor shall deposit the amount of € 1.510.000 in the UNESCO account given below, which included an amount of € 39,604 which corresponds to the United Nations coordination levy for this agreement in accordance with Article II.2 below) .

(c) Payments in EUR are to be made only by bank transfer to the following bank account:

Account holder: UNESCO  
 Bank: Société Générale, Paris, France  
 Account n° (IBAN): FR76 3000 3033 0100 0372 9190 997  
 SWIFT: SOGEFRPP

(d) UNESCO's project proposal "Faire de la réserve de biosphère de Yangambi un centre d'excellence en matière de biodiversité et de climat (phase 2)" and the annexes as submitted to the Government of Belgium, are an integral part of this specific agreement for the award and use of the Contribution.

(e) The Contribution will be paid in three instalments, as follows:

- The first instalment will be paid upon receipt of UNESCO's countersignature of this Project Agreement and upon receipt of a formal request for the payment of the Contribution stating UNESCO's bank account for the payment.
- The second and third instalments will be paid upon submission by UNESCO of a financial report proving that at least 70% of the previous instalment has effectively been spent or committed and on the condition that financial and narrative reports relating to the previous year of implementation of the project have been received.

## 2. United Nations Coordination Levy

- (a) Pursuant to paragraph 10(a) of United Nations General Assembly Resolution 72/279 of 31 May 2018, the Donor agrees that an amount corresponding to 1% of the contribution to UNESCO shall be paid to fund the United Nations Resident Coordinator System. This amount, hereinafter referred to as the "coordination levy", will be held in trust by UNESCO until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund for the reinvigorated Resident Coordinator system, which has been established to fund the UN Resident Coordinator System and is managed by the United Nations Secretariat;
- (b) The Donor acknowledges that once the coordination levy has been transferred by UNESCO to the United Nations Secretariat, UNESCO is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies with the United Nations Secretariat as the manager of the Resident Coordinator system;
- (c) The coordination levy does not form part of UNESCO's cost recovery and is additional to the costs of UNESCO to implement the activities covered by the contribution. Accordingly, there is no normal obligation for UNESCO to refund the coordination levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNESCO. As deemed necessary by the Donor - and especially where the scale of the resources concerned or reputational risk justify the refund of transaction costs – the Donor can submit a request for refund to the United Nations Secretariat directly or through UNESCO. The responsibility to refund the coordination levy lies with the United Nations Secretariat, and not with UNESCO;
- (d) The coordination levy for this agreement is € 39,604. This amount will be transferred to UNESCO at the bank account indicated under Article II.1 of the present Agreement. The payment schedule, referred to under Article II.1 (footnote) of the present Agreement, provides the breakdown of the disbursements of the coordination levy and the payments of the contribution for the Project.

### **Article III Implementation period of the Project**

After receipt of the first payment by UNESCO, the implementation period of the Project will be 36 months.

### **Article IV Administration and reporting**

1. UNESCO will establish a separate Project account under its financial regulations and rules for the receipt and administration of the funds disbursed to it by the Donor. UNESCO will administer this Project account in accordance with its own applicable regulations, rules, policies and procedures.
2. Accrued interest will be retained by UNESCO in accordance with UNESCO's regulations, rules, policies and procedures.

3. All financial reports will be expressed in United States dollars (USD). Financial reports will be presented in the format of the approved budget as presented in the Project document in Annex 1.
4. The US dollar value of a payment, if made in currencies other than United States dollars, will be determined by applying the United Nations operational rate of exchange in effect on the date of receipt of the contribution as defined in Article II or at the market rate prevailing at the time of transfer. UNESCO will not absorb gains or losses on currency exchanges. Such amounts will increase or decrease the funds available for disbursements to the Project.
5. UNESCO will provide the Donor with the following reports prepared in accordance with its applicable regulations, rules, policies and procedures:
  - a) Annual narrative progress report and cumulative certified financial report(s) will be provided: as at 31 December of each year, submitted no later than 31 March of the following year. Also one intermediary financial report per year will be provided.
  - b) As soon as reasonably possible after the completion of all project activities, and when all financial obligations of an operationally terminated Project have been settled and all expenditures pertaining to the Project have been recorded, UNESCO shall submit a pre-final financial report showing the net balance in the Project account. A positive balance of more than USD 5,000, shown in the pre-final report shall be returned to the Donor unless otherwise decided by the Donor on the proposal of UNESCO.
  - c) A certified final financial report will be issued on the completion of (b) above and when there is no balance remaining on the Project
  - d) Final narrative report: the final report will give an assessment of the Project and its results, to be submitted six months after completion of the project activities.

#### **Article V Monitoring and Evaluation**

1. Monitoring of the Project will be undertaken in accordance with the Project document<sup>1</sup>. UNESCO and the Donor will hold consultations, as appropriate, to review the status of the Project. In addition, UNESCO and the Donor will discuss any substantive revisions to the Project, and promptly inform each other about any significant circumstances and major risks that interfere, or threaten to interfere, with the successful achievement of the outcomes outlined in the Project document, financed in full or in part through contributions from the Donor.
2. Evaluation:
  - (a) Evaluation of the Project will be undertaken in accordance with the Project document and in conformity with UNESCO's evaluation policy and guidelines<sup>2</sup>.
  - (b) In addition, UNESCO recognizes that the Donor may separately take the initiative of evaluating or reviewing its cooperation with UNESCO under this Agreement, with a view to determining whether results are being or have been achieved. UNESCO will be informed about such initiatives, will be consulted on the scope and conduct of such evaluations or reviews and will be invited to join. UNESCO will, on request, assist in providing relevant information within the

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<sup>1</sup> The Project Officer and Administrative Officer need to make sure there is provision in the project document and budget to cover the cost of monitoring and evaluation.

<sup>2</sup> [UNESCO's Evaluation Policy](#) and guidelines

limits of its regulations, rules, policies and procedures. All costs will be borne by the Donor, unless otherwise agreed. It is understood that such evaluation or review shall not constitute a financial compliance or other audit of the Project funded under this Agreement.

#### **Article VI Audit**

The funds made available by the Donor shall be subject exclusively to internal and external audits in accordance with UNESCO's applicable regulations, rules, policies and procedures. The part of the contribution transferred by UNESCO to its implementing partners for activities towards the implementation of the Project will be audited as provided under UNESCO's financial regulations and rules, as well as its policies and procedures. The disclosure of the corresponding audit reports will be made according to the policies and procedures of UNESCO.

#### **Article VII Special Provisions Regarding Financing of Terrorism**

Consistent with the UN Security Council Resolutions relating to terrorism, including UN Security Council Resolutions 1373 (2001), 1267 (1999) and related resolutions, UNESCO is firmly committed to the international fight against terrorism and, in particular, against the financing of terrorism. Similarly, UNESCO recognizes its obligation to comply with any applicable sanctions imposed by the UN Security Council. UNESCO will use all reasonable efforts to ensure that the funds transferred to it in accordance with this Agreement are not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime. If, during the term of this Agreement, UNESCO determines that there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime, it will, as soon as it becomes aware of it, inform the Donor and, in consultation with the Donor as appropriate, determine a suitable response.

#### **Article VIII Fraud, Corruption and Unethical Behaviour**

1. UNESCO is firmly committed to taking all necessary precautions to avoid and address corrupt, fraudulent, collusive, coercive, unethical or obstructive practices. UNESCO recognizes that it is important that all UNESCO staff, individual contractors, implementing partners, vendors and any third parties involved in UNESCO activities (such individuals and entities being hereinafter referred to, together, as the "Individuals/Entities", and individually as the "Individual/Entity") must adhere to the highest standard of integrity as defined by UNESCO. To this end, UNESCO will maintain standards of conduct that govern the performance of the Individuals/Entities, to prohibit practices which are contrary to this highest standard in any activity related to the Project. If an Individual/Entity is a UN organization, UNESCO will rely upon that Individual's/Entity's standard of integrity. The Individuals/Entities must not engage in Corrupt, Fraudulent, Collusive, Coercive, Unethical, or Obstructive practices, as defined below.
2. In this Agreement:

- (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another individual or entity;
- (b) "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, an individual or an entity to obtain a financial or other benefit, or to avoid an obligation;
- (c) "Collusive practice" means an arrangement between two or more individuals and/or entities designed to achieve an improper purpose, including influencing improperly the actions of another individual or entity;
- (d) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any individual or entity or the property of the individual or entity to influence improperly the actions of an individual or entity;
- (e) "Unethical practice" means the conduct of behaviour that is contrary to staff or supplier codes of conduct such as those relating to conflict of interest, gifts and hospitality, and post-employment provisions; and
- (f) "Obstructive practice" means acts or omissions intended to materially impede the exercise of contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to an investigation into allegations of fraud and corruption.

#### Investigation and reporting

3. Investigations of allegations of wrongdoing by Individuals/Entities involved in the Project that are contracted by UNESCO, will be carried out by UNESCO in accordance with its internal policies and procedures.
  - (a) In the event that UNESCO determines that an allegation of wrongdoing in relation to the implementation of activities for which UNESCO is accountable is credible enough to warrant an investigation, UNESCO, with the authorization of the Director of its Internal Oversight Service, will promptly notify the Donor via its Inspector General or any service in charge of internal administrative investigations, to the extent that such notification does not jeopardize the conduct of the investigation, including but not limited to the prospects of recovery of funds or the safety or security of persons or assets.
  - (b) In the case of a credible allegation, UNESCO will take timely and appropriate action in accordance with its regulations, rules, policies and procedures, which may include withholding further disbursements to the Individual(s)/Entity(ies) allegedly involved in the Corrupt, Fraudulent, Collusive, Coercive, Unethical or Obstructive Practices. On completion of the internal reporting by UNESCO on its investigation as established in its applicable regulations, rules, policies and procedures, it will share this reporting with the Donor.

#### Recovery of funds

4. If there is evidence of improper use of funds as determined after an investigation, UNESCO will use its best efforts, consistent with its applicable regulations, rules, policies and procedures to recover any funds misused. With respect to any funds recovered, UNESCO will consult with the Donor. The Donor may request that such funds be returned to it, in which case UNESCO will credit that portion of the funds so recovered to the Project account and return that portion of such funds to the Donor.

Funds that are not being requested to be returned by the Donor will either be credited to the Project account or used by UNESCO for a purpose mutually agreed on in writing.

5. UNESCO will apply the provisions of Article VIII 1-4 above in accordance with its respective accountability and oversight framework as well as applicable regulations, rules, policies and procedures.

## **Article IX**

### **Protection from Sexual Exploitation and/or Sexual Abuse and/or Sexual Harassment**

#### 1.a. Sexual exploitation and abuse

The Donor and UNESCO have a zero tolerance for inaction approach to tackling sexual exploitation and abuse ("SEA")<sup>3</sup>. This means UNESCO and its implementing partners will take all reasonable steps to prevent SEA by both its employees and any implementing partner and respond appropriately when reports of SEA arise, in accordance with their regulations, rules, policies and procedures.

Unless inconsistent with a specific regulation, rule, policy or procedure governing UNESCO, UNESCO will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse (Annex I) and the following principles and practices when implementing the activities under this arrangement and provide evidence to demonstrate this where required:

- Adherence to the IASC-Minimum Operation Standards on "Protection from sexual exploitation and abuse by own personnel" and/or [the] SEA elements of the Core Humanitarian Standard on Quality and Accountability;
- A victim/survivor-centred approach to SEA issues<sup>4</sup>;
- Strong leadership and signaling on tackling SEA;
- Make all reasonable efforts to address gender inequality and other power imbalances;
- Reporting to enhance accountability and transparency;
- Ensure that UNESCO PSEA standards from this arrangement are reflected in funding templates with implementing partners, [for UN entities: by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners].

#### b. Sexual harassment

The Donor and UNESCO have a zero tolerance for inaction approach to tackling sexual harassment ("SH")<sup>5</sup>. This means UNESCO will take all reasonable steps to prevent SH and respond appropriately when reports of SH arise, in accordance with its regulations, rules, policies and procedures.

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<sup>3</sup> See UNESCO Policy on the Protection from Sexual Exploitation and Abuse (PSEA).

<sup>4</sup> A victim/survivor centered-approach is one for which the victim/survivor's dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the UN Protocol on Allegations of SEA Involving Implementing Partners, the victim/survivor should be informed, consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the victim/survivor and/or handling information regarding the allegation will maintain confidentiality, ensure safety of the victim/survivor, and apply victim/survivor-centered principles which are safety, confidentiality, respect, and non-discrimination. When the victim/survivor is a child, the approach will consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

<sup>5</sup> See UNESCO Anti-harassment policy and the UN System Model Policy on Sexual Harassment and the UN Secretary-General's Bulletin ST/SGB/2019/8 for the uniform definition of sexual harassment in the UN System.

Unless inconsistent with a specific regulation, rule, policy or procedure governing UNESCO, UNESCO will apply the following principles and practices when implementing the activities under this arrangement:

- A victim/survivor-centred approach to SH issues;
- Strong leadership and signaling on tackling SH;
- Make all reasonable efforts to address gender inequality and other power imbalances;
- Reporting to enhance accountability and transparency;

2. UNESCO will adhere to the following requirements:

a. Allegations of SEA

- (i) UNESCO will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary-General's reporting mechanism (the "Report").
- (ii) When UNESCO reports a credible allegation of SEA related to the present agreement to, or becomes aware of a credible allegation reported through, the Report that is (i) directly related to the activities funded by this arrangement or, (ii) would have a significant impact on the partnership between UNESCO and the Donor, UNESCO will promptly notify the Directorate-General for Development Cooperation and Humanitarian Affairs (Point of contact: heidy.rombouts@diplobel.fed.be-) of the report made and the relevant arrangement number, if applicable and provide information containing the level of detail that UNESCO may disclose without prejudice to Article3 below..
- (iii) Upon request from the Donor, UNESCO agrees to provide further available relevant information UNESCO is aware of for credible allegations notified under paragraph 2a (ii) including about subsequent measures taken by UNESCO, unless disclosure of such information would be inconsistent with UNESCO's regulations, rules, policies and procedures concerning disclosure of information

b. Allegations of SH

- (i) UNESCO will report credible allegations of sexual harassment and measures taken through existing reporting mechanisms<sup>6</sup>.
- (ii) Where UNESCO has determined that the credible allegations would have a significant impact on the partnership between UNESCO and the Donor, UNESCO will promptly notify Directorate-General for Development Cooperation and Humanitarian Affairs (Point of contact: heidy.rombouts@diplobel.fed.be) and provide information containing the level of detail of the existing reporting mechanisms.
- (iii) Upon request from the Donor, UNESCO agrees to provide further available relevant information, that UNESCO is aware of unless disclosure of such information would be inconsistent with UNESCO's regulations, rules, policies and procedures concerning disclosure of information.

3. It is understood and accepted that UNESCO's arrangement to report on SEA and SH will be performed in accordance with UNESCO's regulations, rules, policies and procedures, including its rules on confidentiality and due process requirements, and is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.

4. When UNESCO becomes aware of reasonable suspicions, complaints or reports of SEA or SH by its personnel, UNESCO will, as appropriate under its regulations, rules, policies, and procedures, take reasonable, swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for potential criminal matters), as appropriate and when safe to do so, after considering the wishes of the victim/survivor.

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<sup>6</sup> Report to UNESCO's Executive Board by the Ethics Office

5. The Donor or any of its duly authorized representatives may, in accordance with agreed mutually accepted terms of reference, carry out reviews or evaluations or other assessment measures to verify UNESCO's zero tolerance for SEA and SH, provided that such measures are consistent with the single audit principle governing UNESCO, if applicable and as long as such actions are consistent with UNESCO's regulations, rules, policies and procedures, including its rules on confidentiality, and not compromise the safety, security, privacy and due process rights of any concerned persons. UNESCO will fully cooperate within the scope of the terms of reference with any such reasonable requests by the Donor or any of its duly authorized representatives or agents to carry out such measures.
6. Any information or documentation provided in accordance with these provisions will be treated by the Donor with utmost discretion in order to ensure, inter alia, the probity of any investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. The Donor will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to the Donor will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and prior written agreement of UNESCO. The Donor will obtain the express written authorization of UNESCO before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law applicable to the Donor and is not subject to UNESCO's privileges and immunities under international and/or national law (such as information/documentation constituting UN archives). Any such request for information should be addressed to UNESCO through regular diplomatic channels.
7. Unless the regulations, rules, policies, and procedures applicable to UNESCO are amended at an earlier stage, and/or there are other substantive changes to any of the referenced policies, processes or mechanisms, the above provisions are subject to possible review two years after the date of the Donors' mutual decision on their text with UNESCO. Any changes to the above provisions that may be mutually decided following such a review will take effect at least four years after the date of the Donors' mutual decision on the present text with UNESCO, until which time the above provisions will continue to apply.

#### **Article X Focal Points**

For all communication about the present agreement, the Donor shall be represented by Annemarie Van der Avort, deputy-director Climate and Environment, Directorate-General for Development Cooperation and Humanitarian Affairs and UNESCO shall be represented by the Director of the Bureau of Strategic Planning.

#### **Article XI No cost extensions**

##### 1. Budget revisions

Budget revisions required to facilitate the administrative handling of the Project will be processed by UNESCO according to its applicable regulations, rules, policies and procedures without seeking the prior approval of the Donor on a case by case basis if the budget revision meets the following criteria:

- a. the budget revision concerns eligible categories of expenditure defined in the approved budget;
- b. the budget revision does not modify the expected results of the Project;
- c. the budget revision does not require any additional funds from the Donor;

- d. cumulative adjustments between the amounts specified for the items of expenditure as reflected in the budget approved set forth in this Agreement which do not exceed (10 %) of the total budget  
Any such budget revisions will be reported to the Donor in writing in the ensuing narrative report.  
Budget revisions which do not meet the above criteria will be submitted to the Donor for prior approval as per Article XIX below.

2. No Cost extensions:

- a. No cost-extensions of the Project implementation period set out in Article III above will be processed by UNESCO according to its applicable regulations, rules, policies and procedures without seeking the prior approval of the Donor if the no cost-extension is for a period not exceeding six months.
- b. Any such no cost extensions of the Project implementation period will be reported to the Donor in writing in the ensuing narrative report.
- c. Requests for no cost extensions which do not meet the above criteria will be submitted to the Donor for prior approval as per Article XVII below.

**Article XII  
Equipment and Supplies**

Ownership of equipment and supplies procured, and intellectual property rights associated with works produced, using funds transferred to UNESCO under this Agreement, will be determined in accordance with UNESCO's regulations, rules, policies and procedures, including any agreement with the relevant beneficiary Government, if applicable.

**Article XIII  
Settlement of Disputes**

Any dispute arising out of or in connection with the present Agreement shall be resolved amicably through dialogue between the Donor and UNESCO.

**Article XIV  
Privileges and Immunities**

Nothing in or related to this Agreement will be deemed a waiver, expressed or implied, of any of the privileges and immunities of UNESCO.

**Article XV  
Communication and Transparency**

1. Subject to the applicable regulations, rules, policies and procedures of UNESCO, information given to the press, to the beneficiaries of the Project all related publicity material, official notices, reports and publications, will highlight the results achieved and acknowledge the role of the beneficiary government, the Donor and any other relevant entities.
2. The Donor and UNESCO are committed to principles of transparency with regard to the implementation of the Project consistent with their respective regulations, rules, policies and procedures. The Donor, UNESCO and the beneficiary government, if applicable, will endeavour to consult prior to publication or release of any information regarded as sensitive.

**Article XVI**  
**Duration**

This Agreement shall enter into force upon its signature by both Parties and shall remain in force until all obligations arising from it have been fulfilled and all commitments and liabilities incurred in the implementation of the Project have been met.

**Article XVII.**  
**Completion of the Agreement**

1. UNESCO shall notify the Donor when all activities relating to the Project have been completed in accordance with the Project document.
  
2. Notwithstanding the completion of the Project, UNESCO shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Project have been satisfied and Project activities brought to an orderly conclusion.

3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNESCO shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.

4. In cases where the Project is completed in accordance with the project document any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNESCO. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be refunded to the Donor.

#### **Article XVIII. Termination of the Agreement**

1. This Agreement may be terminated by UNESCO or by the Donor after consultations between the Parties, or after either of the Parties have given 30 (thirty) days notice in writing to the other Party of its decision to terminate this Agreement. If notice of termination of this Agreement is given by one of the Parties in accordance with this paragraph, both Parties shall forthwith hold consultations with a view to determining the most appropriate measures to be taken in order to wind up activities being carried out by UNESCO under this Agreement. In any event, the Donor shall authorize UNESCO to meet any current legal obligation arising prior to termination of this Agreement and relating inter alia to personal and other contractual services, supplies, equipment and travel.

2. Notwithstanding termination of all or part of this Agreement, UNESCO shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or part of the Project have been satisfied and Project activities brought to an orderly conclusion.

3. In cases where this Agreement is terminated before Project completion any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNESCO. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be refunded to the Donor.

3.

#### **Article XIX. Amendment of the Agreement**

This Agreement may be amended through an exchange of letters between the Government of Belgium and UNESCO. The letters exchanged to this effect shall become an integral part of this Agreement.

#### **Article XX. Entry Into Force**

This Agreement shall enter into force upon the signature of this Agreement by the Parties hereto, on the date of the last signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

On behalf of the United Nations  
Educational, Scientific and  
Cultural Organization

Name:  
Director  
Bureau of Strategic Planning

Date:

Signature

On behalf of the Donor:

A handwritten signature in black ink, consisting of a large, stylized initial 'G' followed by a series of connected loops and a horizontal line extending to the right.

Name: Caroline Gennez  
Minister of Development  
Cooperation and Major Cities  
Policy

Date: 25.04.2024

Signature

Done in two original copies in English