



Service public fédéral
**Affaires étrangères,
 Commerce extérieur et
 Coopération au Développement**

MINUTE - 10/04/18 - Coulon Véronique - D5.1
 Service Humanitaire (D5.1)

Votre personne de contact:
 Thomas Hiergens
 Tel: 02 501 40 15
 E-mail: thomas.hiergens@diplobel.fed.be

Monsieur Alexander De Croo
 Vice-Premier Ministre et Ministre de la Coopération au
 Développement, de l'Agenda numérique, des
 Télécommunications et de la Poste

à

la Représentation permanente de la Belgique
 auprès de l'Office des Nations Unies (O.N.U.) et des
 institutions spécialisées

à Genève

N5 USAGE INTERNE

nos références

n° d'ordre Copie à date

D5.1/TH/HUM.04.01.03/MU/2018/08/3947/2

16

12 APR. 2018

**Objet: Contributions au budget général d'OCHA pour un engagement sur 3 ans
 (2018-2020) de 6.750.000 EUR, avec une liquidation de 2.250.000 EUR par
 an - A.B. 14 54 52.35.40.81 - MU/2018/08**

Veillez trouver ci-joint 1 exemplaire original de la lettre-convention signée par le Ministre, ainsi que la copie de l'arrêté ministériel octroyant le subside de 6.750.000 EUR à OCHA, pour trois années.

Je vous saurais gré de transmettre ces documents à l'organisation et d'assurer la bonne réception de leur accord sur les termes de la lettre-convention.

Je vous prie également de nous transmettre leur lettre de créance demandant le versement de ce subside assorti du compte de l'organisation (avec mention du numéro IBAN et SWIFT).

Ce document nous permettra de démarrer la procédure de libération de ces fonds.

Dans ce but, je me permets de rappeler que les **déclarations de créance** doivent être impérativement envoyées au **Service B&B** pour leur inscription officielle (Avec copie informative au service gestionnaire, D5.1).

Merci d'avance pour votre collaboration.

Yves DRICOT
 Adjoint au Directeur général
 DG- Coopération au développement et aide humanitaire

Peter VAN ACKER
 Directeur D5

Annexes :- 1 lettre-convention + 1 AM

minutée par V COULON 	nom et visa du chef de service S CROES 	nom et visa du directeur D5 P VAN ACKER		.be
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KINGDOM OF BELGIUM

Deputy Prime Minister
Minister for Development Cooperation,
Digital Agenda, Post and Telecommunications

MINUTE - 02/03/18 - Hiergens Thomas - D2.1
D5.1 Humanitarian Aid

Your contact person:
Thomas Hiergens
Tel: 02 501 40.15
E-mail: thomas.hiergens@diplobel.fed.be

Mr. Jean Verheyden
Chief, Donor Relations Section
UN OCHA

Palais des Nations
CH-1211 GENEVA 10
SWITZERLAND

your communication of **your reference**

our reference

date

D5.1/TH/HUM.04.01.03/MU/2018/08

3947/n

to be quoted in all correspondence

12 AVR. 2018

Re: Voluntary contribution to the general budget of OCHA 2018-2020

Dear Mr. Verheyden,

I have the pleasure to inform you that the Government of Belgium, through its Federal Public Service of Foreign Affairs – Directorate-General for Development Cooperation and humanitarian Aid (DGD) has foreseen a contribution of six million seven hundred fifty thousand (6.750.000) EURO for a three year period, covering 2018, 2019 and 2020 as a multiyear financial contribution to the regular resources of the UN Office for the Coordination of Humanitarian Affairs, under the "Terms and conditions of the contribution" as stated in this letter.

The contribution of 6.750.000 EUR will be paid in three installments as follows:

- 2.250.000 EUR in 2018
- 2.250.000 EUR in 2019
- 2.250.000 EUR in 2020.

Please find enclosed a copy of the Ministerial Decree awarding 6.750.000 EUR for a 3 year period (2018-2020), with an annual payment of 2.250.000 EUR.

minutée par

Thomas Hiergens

02/03/18

nom et visa du chef de service

Silvia Croes

nom et visa du directeur

Peter Van Acker



TERMS AND CONDITIONS OF THE CONTRIBUTION

1. Payment conditions

1.1. The contribution will be paid in three installments:

- The first installment will be paid upon receipt of OCHA's written acceptance of the terms and conditions described in this letter, together with a formal claim of the payment of the contribution stating OCHA's bank account.
- The second and third installments will be paid in 2019 and 2020, upon reception of a payment request stating OCHA's bank account, the last available annual report and the last available biannual consolidated financial and audit report.

1.2 The payment of the contribution will be done into OCHA's bank account:

Bank's Name: UBS AG
Address: Rue de Rhône 8, Case Postale 2600
CH-1211 Geneva 2, Switzerland
Account Name: UN Geneva General Fund
Account Number: 240-FP100381.0
Swift Code: UBSW CH ZH 80A
IBAN: CH85 0024 0240 FP10 0381.0

1.3 This letter of the Belgian Minister in charge of Development Cooperation and the written acceptance by OCHA of the terms and conditions specified in this letter constitute the specific agreement for the award and use of the contribution.

2. Use and administration of the contribution

- 2.1. The contribution shall be used for any budgeted activities under OCHA's budget and strategic plan relevant for the period of the contribution (2018-2020).
- 2.2. Administration of the contribution and procurement of goods and services shall be governed by OCHA's Financial Rules and Regulations and by the Financial Rules and Regulations of the United Nations.
- 2.3. In any case, eligible expenses will only start at the date of signature of the Ministerial decree awarding the funds.
- 2.4. Any modification of the present agreement shall be officially requested to the Director General of the DGD and must receive its written approval.
- 2.5. OCHA commits to inform the DGD in case of (suspected) active or passive fraud or corruption. OCHA will also inform DGD on the measures taken by the organization to mitigate and resolve the identified problem(s).
- 2.6. Ownership of equipment, supplies and other property financed from the contribution shall be vested in OCHA. Matters relating to the transfer of ownership by OCHA shall be determined in accordance with the relevant policies and procedures of OCHA.



- 2.7. While this contribution is normally spent within the triennium in which it is allocated, any unspent portion of the grant will remain in OCHA's general fund until fully used in accordance with OCHA's regulations, rules, directives and procedures.

3. Justification and reporting

- 3.1. OCHA shall justify the use of these funds within the framework of its global financial reporting system, through the UN General Assembly and the Office of Internal Oversight Services.
- 3.2. Within the framework of its overall reporting responsibilities to the member states, OCHA shall submit at least one annual narrative progress report on the implementation of its activities. OCHA's Annual Report can be considered as the requested annual narrative report.
- 3.3. The contribution shall be subject exclusively to the internal and external auditing procedures provided by OCHA's Financial Rules and Regulations, and other applicable directives of OCHA. If the External Auditors' audit opinion should include observations about the way the contribution, regulated by the present convention, is used, OCHA commits to inform the DGD of it and to update the DGD of its answer and potential actions to correct the situation.
- 3.4. The staff of OCHA responsible for and in charge of the implementation of the programmes and projects which are the object of the Belgian contribution, shall provide the representatives of the Belgian Development Cooperation, on request, with every information concerning the use of the funds object of this letter as well as regarding the progress of the programmes and projects.

4. Visibility

- 4.1. When appropriate, OCHA undertakes to guarantee the visibility of the contribution of the Belgian government, which shall be given proper publicity, at the level of the targeted population, the local authorities, other donors, as well as at the level of the media. In its reports, and whenever possible towards the beneficiaries, OCHA shall indicate that a three year contribution to OCHA of 6.750.000 EUR has been made by the 'Belgian government'.

5. Interpretation and dispute

- 5.1. Any dispute concerning the interpretation or implementation of the contribution shall be settled by negotiation or by any other non-judicial means including arbitration, as agreed upon by OCHA and DGD.
- 5.2. If, any time, either party determines that the purpose of this letter can no longer be effectively or appropriately carried out, the present arrangement may be terminated at the initiative of either OCHA or DGD giving three months written notice. Nevertheless contractual obligations entered into force between OCHA and any third party prior to the receipt of the notice of termination, shall not be affected by the termination.

6. Consultation

- 6.1 Upon request and as coordinated with OCHA, donor representatives will be welcome to participate in program reviews and evaluations, at the donors own expense.



- 6.2 OCHA and DGD will organize a bilateral consultation every two years to discuss OCHA's general policies and priorities as well as the progress in the implementation of activities financed by DGD.
- 6.3 Belgium is committed to the Grand Bargain. We attach great value to the implementation of the Grand Bargain commitments by its different stakeholders. Therefore, Belgium will consequently and systematically discuss this topic during its meetings and consultations with all relevant stakeholders in the humanitarian ecosystem. Moreover, the effective translation of these commitments into concrete action will be taken into account when Belgium will decide on its new financing cycle for core contributions (2021-2023).

7. Correspondence

The offices responsible for all matters related to this letter are:

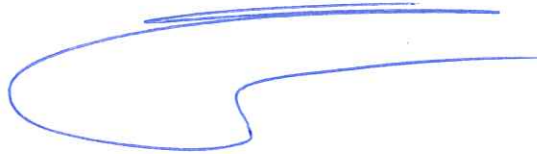
For OCHA

The UN OCHA Geneva Office

For Belgium

The Permanent Mission of Belgium to the United Nations in Geneva

Yours Faithfully,



Alexander De Croo

Enclosure: Belgian Ministerial Decree

