



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

MINUTE - 05/06/18 - Coulon Véronique - D5.1
Service Humanitaire (D5.1)

Votre personne de contact:
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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'Organisation des Nations Unies (O.N.U.)
à New York

N5 USAGE INTERNE

nos références

D5.1/AV/HUM.04.04.03.2018.09/7816/2

n° d'ordre Copie à date

44

06 JUNI 2018

**Objet: UNICEF - « Rapid Response to Movements of Population (RRMP) – 9th
Phase en RDC » – PJ/2018/09 – Montant : 2.500.000 EUR**

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 2.500.000 EUR à l'UNICEF.

Je vous saurais gré de lui transmettre ces documents et d'assurer la bonne réception de l'exemplaire de cet accord.

Je vous prie aussi de nous renvoyer une lettre de créance demandant le versement de ce subside sur son compte (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.

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



KINGDOM OF BELGIUM

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

D5.1 - Humanitarian Aid

Your contact person:
Alessia Veri
Tel: 02 501 41 12
E-mail: alessia.veri@diplobel.fed.be

Mr. Pieter Bult
Senior Adviser
Public Partnerships Division (PPD)
UNICEF New York

3 UN Plaza
New York, N.Y. 10017

your communication of your reference

our reference

date

D5.1/AV/HUM.04.04.03/2018/09

to be quoted in all correspondence

17816/1

06 JUN 2018

Re: Humanitarian project – BA 14 54 52 35.60.83 – Grant to UNICEF : 'Rapid Response to Movements Population (RRMP) – 9th Phase' (DRC) – 2.500.000 EUR – Ref: PJ/2018/09

Dear Sir,

I have the pleasure to inform you that the Government of Belgium, through its Federal Public Service of Foreign Affairs, Foreign Trade and Development Co-operation (DGD), has decided to contribute to:

UNICEF,

the amount of **2.500.000 EUR,**

as a **Belgian earmarked contribution (ref. PJ/2018/09),**

for the humanitarian project '**Rapid Response to Movements Population (RRMP) – 9th Phase**' in Democratic Republic of the Congo (DRC),

under the Terms and Conditions of the Contribution as stated in this letter.

Please find enclosed a copy of the Ministerial Decree awarding 2.500.000 EUR to UNICEF.

TERMS AND CONDITIONS OF THE CONTRIBUTION

1. Accordance with the Framework Arrangement

1.1 All the provisions applicable to earmarked contributions to humanitarian programmes/projects of the Framework Arrangement signed between UNICEF and the Government of Belgium on September 23rd, 2016, apply to the present Terms and Conditions of the Contribution.

2. Payment conditions

2.1 The payment of the contribution will be done into UNICEF's bank account:

Bank : Commerzbank AG
Business Banking
Kaiserstrasse 30
D-60311 Frankfurt am Main
Germany

Account : UNICEF NY Cashiers
Account number : 9785 255 01
Code SWIFT : COBADEFFXXX
IBAN : DE84 5008 0000 0978 5255 01

2.2 The contribution will be paid in **one installment** upon receipt of:

- UNICEF's written acceptance of the terms and conditions described in this letter. UNICEF's written acceptance has to state UNICEF's bank account for payment, as mentioned above under 2.1, and has to state a formal claim for the payment of the contribution.

2.3 This letter of the Belgian Minister for Development Cooperation, the written acceptance by UNICEF of the terms and conditions specified in this letter, and the written project proposal '**Rapid Response to Movements Population (RRMP) – 9th Phase' (in DRC)**, constitute the specific agreement for the award and use of the contribution.

2.4 In line with paragraph 4.6 of the Framework Arrangement, UNICEF will apply 8% of the contribution towards UNICEF's indirect programme support costs in accordance with the Executive Board decision on UNICEF's cost recovery policy (2013/5) adopted on February 8th, 2013.

3. Administration of the contribution

3.1 The contribution covers a duration of 12 months, starting from the date of signature of the Ministerial Decree.



3.2 The contribution shall be managed by UNICEF in accordance with its financial regulations and other applicable rules, procedures and practices pertaining to other resources (non-core).

3.3 The contribution shall be subject exclusively to the internal and external auditing procedures provided therein. If the External Auditors' audit opinion should include observations about the way the contribution is used, UNICEF commits to inform the DGD of it and to update the DGD of its answer and potential actions to correct the situation.

3.4 Any modification of the present agreement or its annexes shall be officially requested to the Director General of the DGD and must receive its written approval.

3.5 Ownership of equipment, supplies and other property financed from the contribution shall be vested in UNICEF. Matters relating to the transfer of ownership by UNICEF shall be determined in accordance with the relevant policies and procedures of UNICEF.

4. Justification, reporting and refunding

4.1 UNICEF shall justify the use of these funds by providing narrative annual reports and financial reports, as stipulated in paragraph 8.1 and 8.3 of the Framework Arrangement signed on September 23, 2016. These reports shall be made in accordance with the Statutes of the organization.

4.2 Furthermore, UNICEF shall provide an individual 'Confirmation of Expenses' statement for this contribution of 2.500.000 EUR.

4.3 UNICEF commits to inform the DGD in case of – suspected – active or passive fraud or corruption as well as the measures the organization has taken in to mitigate and resolve the identified problem.

4.4 Given the humanitarian nature of the contribution, any unspent balances at the time of the financial closing of the project will be transferred to UNICEF's Global Humanitarian Thematic Fund and reported on accordingly.

5. Visibility, interpretation and dispute

5.1 Where appropriate and in line with its rules, UNICEF refer to the contribution with regards to the project or its activities in publications, speeches, press releases or similar communications.

5.2 Any dispute concerning the interpretation or implementation of the contribution shall be settled by negotiation, as agreed upon by UNICEF and DGD.

5.3 If, any time, a 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 UNICEF or DGD giving thirty days written notice, in accordance with the procedure provided for by paragraph 7.5 of the Framework Arrangement signed on September 23rd, 2016. Contractual obligations entered into



force between UNICEF and any third party prior to the receipt of the notice of termination, shall not be affected by the termination.

6. Consultation

6.1 UNICEF shall provide the representatives of the Federal Public Service of Foreign Affairs, Foreign Trade and Development Co-operation, on request and within the frame of UNICEF's rules and regulations, with every information concerning the use of the contribution and the progress of the project.

6.2 UNICEF shall grant donor representative(s) access to project site(s) with the approval of the recipient government. Timing of such visits will be agreed by all parties. The costs of such participation will be borne by the donor. UNICEF assumes no responsibility or liability for the life, safety or property of visitors to its field offices, who are advised to carry appropriate insurance.

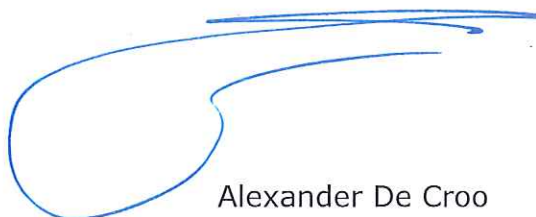
7. Correspondence

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

For UNICEF
UNICEF
Public Partnerships Division
3 United Nations Plaza
New York, N.Y. 10017

For Belgium
Permanent Mission of Belgium to the UN
885 2nd Avenue 41st floor
New York, N.Y. 10017

Yours faithfully,



Alexander De Croo

Enclosure: Ministerial Decree

