D5.1- Aide Humanitaire



Your contact person: Annick Peeters Tel: 02 501 47 16 E-mail: annick.peeters@diplobel.fed.be

Mrs Karin Manente
Director Public Partnerships and Resourcing
WFP
Via Cesare Giulio Viola, 68/70
00148 Rome
Italie

your communication of your reference

our reference

date

D5.1/ct/ HUM.04.04.03/2020.06/7804/1

to be quoted in all correspondence

Subject: <u>Humanitarian projects</u> - AB 14 54 52 35.60.83 - Grant to WFP : 2.500.000 EUR -PJ/2020/06

Dear Madam,

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 make available to WFP, the amount of 2.500.000 EUR, for the following project, under the Terms and Conditions of the Contribution as stated in this letter:

« Emergency Assistance to Lebanon »

Please find enclosed a copy of the Ministerial Decree awarding 2.500.000 EUR towards WFP.

TERMS AND CONDITIONS OF THE CONTRIBUTION

1. Payment conditions

1.1 The payment of the contribution will be done into WFP's bank account:

Bank: Citibank N.A.

Canada Square, Canary Wharf

London E14 5LB - GB

Beneficiary Account Name: World Food Programme

EUR Account No: 13321495

IBAN: GB55 CITI 185008 13321495

SWIFT: CITIGB2L Sort Code: 185008

- 1.2 The contribution will be paid in one installment upon receipt of :
 - The installment will be paid upon receipt of WFP's written acceptance of the terms and conditions described in this letter, together with a payment request stating WFP's bank account addressed to the General Director of the DGD (Att: D5, Directorate Humanitarian Aid and Transition) Rue des Petits Carmes, 15 1000 Bruxelles.
 - WFP's formal claim for the payment of the contribution stating the bank account for payment, as mentioned above under 1.1, shall also be sent to : einvoice@diplobel.fed.be.

In addition, a copy of all documents have to be send by e-mail to the person in charge of your file in the Humanitarian aid unit mentioned in the header of this letter.

1.3 This letter of the Belgian Minister for Development Cooperation, the written acceptance by WFP of the terms and conditions specified in this letter, and the written project proposal « **Emergency Assistance to Lebanon** » constitute the specific agreement for the award and use of the contribution. WFP commits to communicate any updated information on the proposal to the DGD (D5, Direction aide humanitaire et transition).

2. Administration of the contribution

- **2.1** The project has a duration of 12 months, starting from the date of signature of the Ministerial Decree.
- **2.2** The contribution shall be managed by WFP in accordance with its financial regulations and other applicable rules, procedures and practices pertaining to other resources (non-core).
- **2.3** However, no foods derived from biotechnology (GM/Biotech Foods) shall be bought with this contribution.
- **2.4** In all projects, a special attention shall be provided to the implementation of WFP gender policy.
- **2.5** Food shall be bought locally and possibly through the P4P program when existing, when possible and appropriate.
- **2.6** 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, regulated by the present convention, is used, WFP commits to inform the DGD of it and to update the DGD of its answer and potential actions to correct the situation.
- **2.7** 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.
- **2.8** Ownership of equipment, supplies and other property financed from the contribution shall be vested in WFP. Matters relating to the transfer of ownership by WFP shall be determined in accordance with the relevant policies and procedures of WFP.

3. Justification, reporting, and refunding

- **3.1** WFP shall justify the use of these funds by providing standardized annual activity and financial reports. These reports shall be made in accordance with the Statutes of the organization.
- **3.2** Furthermore, WFP shall provide an individual "Confirmation of Expenses" statement for this contribution of 2.500.000 EUR.
- **3.3** WFP 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.
- **3.4** Given the humanitarian nature of the contribution, WFP shall transfer the possible unspent balance to WFP's Immediate Response Account. The final financial statement of account, stating the total amount of the balance, shall be provided by WFP according to its procedures.

4. Visibility, interpretation and dispute

- **4.1** When appropriate and in line with its rules, WFP will acknowledge the contribution of the Belgian government in references to the project or its activities in publications, speeches, press releases or similar communications.
- **4.2** WFP will also inform the DGD of these communications by sending an email to P&C3@diplobel.fed.be copied to the designated contact person of the Humanitarian Aid Unit of the DGD.
- **4.3** 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 WFP and DGD.
- **4.4** 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 WFP or DGD giving three months written notice. Nevertheless contractual obligations entered into force between WFP and any third party prior to the receipt of the notice of termination, shall not be affected by the termination.

5. Consultation

- **5.1** The staff of WFP responsible for and in charge of the implementation of the project which is the object of the Belgian contribution, shall provide the representatives of the Belgian Development Cooperation, on request and within the frame of WFP's rules and regulations, with every information concerning the use of the funds object of this letter as well as regarding the progress of the project.
- **5.2** WFP shall grant donor representative(s) access to project site(s) with the full concurrence 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. WFP assumes no responsibility or liability for the life, safety or property of visitors to its field offices, who are advised to carry appropriate insurance.

6. Correspondence

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

<u>For WFP</u> WFP-Roma For Belgium

Humanitarian Aid Department (D5.1)
Federal Public Service of Foreign Affairs –
Directorate-General for Development
Cooperation (DGD)

Via Cesare Giulio Viola, 68/70 00148 Rome

Rue des Petits Carmes, 15

BE- 1000 Brussels

Yours faithfully,

Alexander De Croo

Enclosure(s): Belgian Ministerial Decree