



Représentation permanente du Royaume de Belgique  
à **GENEVE**

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*L'Ambassadeur*

Ref : 2021/lc/088

Concerne : Contribution volontaire de la Belgique au CICR pour les activités  
du CICR en Ethiopie, 4.000.000 EUR

Genève, le 9 avril 2021

Monsieur le Président,

J'ai l'honneur de vous transmettre en annexe la lettre-convention, ainsi que la copie de l'arrêté ministériel, que vous adresse Madame Meryame KITIR, Ministre de la Coopération au développement, chargée des Grandes villes, octroyant le subside de 4.000.000 EUR pour les activités du CICR en Ethiopie. Une copie avancée de ces documents a été envoyée par courrier électronique à votre département.

La mise en paiement du subside sera effectuée dès la réception d'une lettre de créance électronique, reprenant le montant à payer soit 4.000.000 EUR et confirmant le numéro de compte du CICR, les codes IBAN et Swift, la référence PO 4500732683, ainsi que votre accord sur les termes de cette correspondance.

Nous vous serions reconnaissants de bien vouloir envoyer cette lettre de créance aux destinataires précisés dans le courrier électronique susmentionné.

Je vous prie d'agréer, Monsieur le Président, l'assurance de ma haute considération.

Marc Pecsteen de Buytswerve

Monsieur Peter MAURER  
Président du Comité International de la Croix-Rouge  
Genève



**KINGDOM OF BELGIUM**

Minister of Development Cooperation,  
in charge of Major Cities

Your contact person:  
Alessia Veri  
Tel: +32 2 501 41 12  
E-mail: alessia.veri@diplobel.fed.be

M. Peter Maurer  
President

International Committee of the Red Cross  
19 Avenue de la Paix  
CH – 1202 Geneva

**our reference**

D5.1/AV/HUM 04.04.03.2021.01/3325/1

to be quoted in all correspondence

**date**

**Subject: Humanitarian Project – AB 14 54 52 35.60.83 – General budget 2021 -  
Grant to ICRC : “ICRC activities in Ethiopia” – 4.000.000 EUR – PJ/2021/01**

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 (Directorate-General for Development DGD), has decided to make available to ICRC, the amount of 4.000.000 EUR, for the following project, under the Terms and Conditions of the Contribution as stated in this letter:

“ICRC activities in Ethiopia” – 4.000.000 EUR

Please find enclosed a copy of the Ministerial Decree awarding 4.000.000 EUR towards ICRC.

## **Terms and Conditions of the Contribution**

### **TERMS AND CONDITIONS OF THE CONTRIBUTION**

#### **1. Payment conditions**

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

<b><u>Bank</u></b> :	UBS SA P.O. Box 2600 CH – 1211 Geneva 2
<b><u>Account number</u></b> :	240-C0129986.5
<b><u>Code SWIFT</u></b> :	UBSWCHZH80A
<b><u>IBAN</u></b> :	CH 25 0024 0240 C012 9986 5

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

- ICRC's written acceptance of the terms and conditions described in this letter, to be sent to : SPF Affaires étrangères, Commerce extérieur et Coopération au Développement - DG D (D5, Directorate Humanitarian Aid and Transition) - Rue des Petits Carmes, 15 - 1000 Bruxelles.
- A formal claim for the payment of the contribution, to be sent to : [einvoice@diplobel.fed.be](mailto:einvoice@diplobel.fed.be). ICRC's formal claim for payment has to state ICRC's bank account for payment, as mentioned above under 1.1.

A copy of all documents will be send also 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 ICRC of the terms and conditions specified in this letter, and the written project proposal "ICRC activities in Ethiopia" constitute the specific agreement for the award and use of the contribution. ICRC commits to communicate any updated information on the proposal to the DGD (D5, Directorate Humanitarian Aid and Transition).

#### **2. Administration of the contribution**

**2.1** The contribution covers a period of 12 months, starting from the date of signature of the Ministerial Decree.

**2.2** The contribution shall be managed by ICRC in accordance with its Financial Rules and Regulations (non-core).

**2.3** In all projects, special attention shall be provided to respect the diversity and inclusion dimensions of the guiding principles of ICRC's Accountability to Affected Populations Framework

**2.4** 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, ICRC commits to inform the DGD of it and to update the DGD of its answer and potential actions to correct the situation.



**2.5** The ICRC will take all reasonable and adequate steps to prevent sexual misconduct (as defined in its Code of Conduct and related regulations, policies and procedures, but in any case including sexual exploitation, abuse and harassment, "SEAH") in connection with the implementation of the project/program in accordance with its applicable regulations, rules, administrative issuances, policies and procedures. Absolute prohibition of any form of sexual misconduct, as defined in ICRC policies, applies to all employees and, to the extent specifically mentioned in the ICRC policies, to suppliers and implementing partners.

In the event that the ICRC determines that there are credible allegations of sexual misconduct, the ICRC will take swift and appropriate action, including investigating any person or group of persons suspected of such misconduct and taking disciplinary measures, in accordance with its regulations, policies and procedures.

The ICRC will notify the DGD as soon as practical of any credible allegation or substantiated case of misconduct that would be of significant impact to its partnership with the DGD and which affects the donor's funds. The DGD will treat any information provided by the Partner as strictly confidential and with the same degree of care that it uses to protect its own strictly confidential information to ensure that such notifications(s) will not jeopardize the proper conduct of any investigation, to ensure the safety and security of persons and assets, and to respect the due process rights of all involved. In any case, the ICRC shall not disclose any personal information/data when reporting on misconduct in application of this provision.

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

**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. Requests for extension of the project's duration have to be submitted at the least two months before the project's initial end date.

### **3. Justification, reporting, and refunding**

**3.1** The ICRC shall justify the use of these funds by providing standardized annual activity and financial reports. These reports shall be made in accordance with ICRC's regulations, rules, directives and procedures..

**3.2** Furthermore, ICRC shall provide an individual "Confirmation of Expenses" statement for this contribution of 4.000.000 EUR for its activities in Ethiopia.

**3.3** ICRC commits to inform the DGD in case of credible allegations or substantiated cases of fraud or corruption affecting donor's funds, in line with ICRC policies. ICRC will also inform DGD on the measures taken by the organization to mitigate and resolve the identified problem(s).

### **4. Visibility, interpretation and dispute**



**4.1** Where appropriate and in line with its rules, ICRC will acknowledge the Belgian contribution to the projects or its activities in publications, speeches, press releases or similar communications. ICRC will also inform the DGD of these communications by sending an email [Com.DGD@diplobel.fed.be](mailto:Com.DGD@diplobel.fed.be) and [martine.warck@diplobel.fed.be](mailto:martine.warck@diplobel.fed.be) copied to the designated contact person of the Humanitarian Aid Unit of the DGD.

**4.2** 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 ICRC and DGD.

**4.3** 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 ICRC or the DGD giving three months written notice. Nevertheless contractual obligations entered into force between ICRC 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 ICRC shall provide the representatives of the Belgian Development Cooperation, on request and according to jointly-agreed modalities, with relevant and reasonable information concerning the use of the funds object of this letter as well as regarding the progress of project.

**5.2** ICRC 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. ICRC assumes no responsibility or liability for the life, safety or property of visitors to its field offices, who are advised to carry appropriate insurance.

**5.3** Belgium is very 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.

**5.4** Belgium wants to underline the centrality of protection that should be ensured in humanitarian action and recalls in this regard the commitment taken by the humanitarian community through IASC Principals' Statement in 2013 on The centrality of Protection in Humanitarian Action, based on and in accordance with international human rights law and international humanitarian law as well as internationally recognized protection standards.

## **6. Confidentiality**

**6.1** The Parties undertake to respect the confidentiality of any information marked as confidential, which is shared, collected, handled by the Parties in relation to or within the frame of this agreement, including all information marked as confidential concerning the Parties and their activities.



**6.2** Such respect includes neither sharing confidential information, under any circumstances, with anyone other than the intended recipient, nor permitting its use in any communication with any third party, unless the prior written consent of the other Party to this agreement has been obtained.

**6.3** Should a party be legally required to disclose confidential information, this party shall inform the other party of such request prior to any disclosure as soon as possible. Should that other party not consent to the confidential information in question being disclosed, or in case of a request in the context of the exercise by parliament of its right of control on governmental activities and expenditures in the form of (written and oral) questions and interpellations, the parties shall cooperate in view of seeking the best protections available for the information marked as confidential.

## **7. No-waiver**

7.1 Nothing in the agreement shall be interpreted as an express or implied waiver on the part of the ICRC of its privileges and immunities as an international organization.

## **8. Correspondence**

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

For ICRC  
ICRC Headquarter  
Geneva

For Belgium  
The Permanent Mission of Belgium to the  
United Nations and the ICRC in Geneva

Yours faithfully,



Daniel Littlejohn-Carrillo  
Head, ICRC Resource Mobilization Division

Date: 16.04.2021

Enclosure(s): Copy of the Ministerial Decree

Meryame  
Kitir  
(Signature) Digitally signed by  
Meryame Kitir  
(Signature)  
Date: 2021.04.02  
12:11:41 +02'00'

Meryame Kitir



KONINKRIJK BELGIE

FEDERALE OVERHEIDSDIENST  
BUITENLANDSE ZAKEN, BUITENLANDSE  
HANDEL EN  
ONTWIKKELINGSSAMENWERKING

MINISTERIEEL BESLUIT HOUDENDE  
TOEKENNING VAN EEN TOELAGE AAN HET  
INTERNATIONAL COMITE VAN HET RODE KRUIS  
VOOR HET PROJECT "ICRK-ACTIVITEITEN IN  
ETHIOPIA".

DE MINISTER VAN  
ONTWIKKELINGSSAMENWERKING,

Gelet op de wet van 22 mei 2003 houdende de  
organisatie van de begroting en van de  
comptabiliteit van de federale Staat,  
inzonderheid op de artikelen 33 en 121 tot 124;

Gelet op de wet van 19 maart 2013 betreffende  
de Belgische Ontwikkelingssamenwerking,  
gewijzigd bij de wet van 9 januari 2014 et en de  
wet van 16 juni 2016;

Gelet op de wet van 22 december 2020  
houdende de algemene uitgavenbegroting voor  
het begrotingsjaar 2021, inzonderheid sectie 14  
- FOD Buitenlandse Zaken, Buitenlandse Handel  
en Ontwikkelingssamenwerking,  
Organisatieafdeling 54 - Directie-generaal  
Ontwikkelingssamenwerking;

Gelet op het koninklijk besluit van 16 november  
1994 betreffende de administratieve en  
begrotingscontrole, inzonderheid op artikel 14;

Gelet op het koninklijk besluit van 19 april 2014  
betreffende de humanitaire hulp, gewijzigd door  
het koninklijk besluit van 14 juni 2017;

Gelet op het advies van de Inspecteur van  
Financiën, gegeven op 23 maart 2021;

**BESLUIT:**

**Artikel 1.** Een bedrag van 4.000.000 EUR wordt  
verrekend ten laste van de algemene  
uitgavenbegroting voor het begrotingsjaar 2021  
sectie 14 - FOD Buitenlandse Zaken,  
Buitenlandse Handel en Ontwikkelings-  
samenwerking organisatieafdeling 54,  
activiteitenprogramma 52, basisallocatie  
35.60.83.

**Art. 2.** Het bedrag vermeld in artikel 1 wordt  
toegekend aan het Internationaal Comité van het  
Rode Kruis (ICRK) en dient voor de financiering  
van het project:  
"ICRK-Activiteiten in Ethiopie".

Deze hulp zal uitgevoerd worden volgens de  
modaliteiten die het voorwerp uitmaken van de  
specifieke overeenkomst van deze humanitaire  
interventie.

ROYAUME DE BELGIQUE

SERVICE PUBLIC FEDERAL AFFAIRES  
ETRANGERES, COMMERCE EXTERIEUR ET  
COOPERATION AU DEVELOPPEMENT

ARRETE MINISTERIEL PORTANT OCTROI D'UN  
SUBSIDE AU COMITE INTERNATIONAL DE LA  
CROIX ROUGE POUR LE PROJET "ACTIVITES  
DU CICR EN ETHIOPIE"

LA MINISTRE DE LA COOPERATION AU  
DEVELOPPEMENT,

Vu la loi du 22 mai 2003 portant organisation du  
budget et de la comptabilité de l'Etat fédéral,  
notamment les articles 33 et 121 à 124;

Vu la loi du 19 mars 2013 relative à la  
coopération belge au développement, modifiée  
par la loi du 9 janvier 2014 et la loi du 16 juin  
2016;

Vu la loi du 22 décembre 2020 contenant le  
budget général des dépenses pour l'année  
budgétaire 2021, notamment la section 14 -  
SPF Affaires Etrangères, Commerce Extérieur et  
Coopération au Développement, division  
organique 54 - Direction générale de la  
Coopération au Développement;

Vu l'arrêté royal du 16 novembre 1994 relatif au  
contrôle administratif et budgétaire, notamment  
l'article 14;

Vu l'arrêté royal du 19 avril 2014 relatif à l'aide  
humanitaire, modifié par l'arrêté royal du 14  
juin 2017;

Vu l'avis de l'Inspecteur des Finances, donné le  
23 mars 2021 ;

**ARRETE:**

**Article 1<sup>er</sup>.** Un montant de 4.000.000 EUR est  
imputé à charge du budget général des  
dépenses pour l'année budgétaire 2021, section  
14 - SPF Affaires étrangères, Commerce  
extérieur et Coopération au Développement  
division organique 54, programme  
d'activités 52, allocation de base 35.60.83.

**Art. 2.** Le montant mentionné à l'article 1<sup>er</sup> est  
octroyé au Comité International de la Croix-  
Rouge (CICR) et servira à financer le projet:  
"Activités du CICR en Ethiopie".

Cette aide sera exécutée selon les modalités qui  
font l'objet de la convention spécifique de cette  
intervention humanitaire.

**Art. 3.** De betaling van de subsidie zal gebeuren door overschrijving op de volgende rekening:

Bénéficiaire: Comité International de la Croix-Rouge

Banque: UBS

SWIFT: UBSWCHZH80A

IBAN: CH25 0024 0240 C012 9986 5

De uitbetaling zal gebeuren na de officiële kennisgeving van dit besluit en na voorlegging van een schuldvordering door de begunstigde.

ICRK zal de ontvangen fondsen verantwoorden zoals bepaald in de specifieke overeenkomst van deze humanitaire interventie.

Elke overdracht van schuldvorderingen betreffende deze subsidie is verboden.

**Art 4.** Dit besluit treedt in werking op de datum van zijn ondertekening.

Brussel, 2/04/2021

**Art. 3.** La liquidation du subside se fera par virement au compte suivant:

Bénéficiaire: Comité International de la Croix-Rouge

Banque: UBS

SWIFT: UBSWCHZH80A

IBAN: CH25 0024 0240 C012 9986 5

Le versement s'effectuera après notification de cet arrêté et après réception d'une déclaration de créance établie par le bénéficiaire.

Le CICR justifiera les fonds reçus comme stipulé dans la convention spécifique de cette intervention humanitaire.

Toute cession de créance relative à ce subside est interdite.

**Art 4.** Le présent arrêté entre en vigueur à la date de sa signature.

Bruxelles, le 2/04/2021



Meryame Kitir