



KINGDOM OF BELGIUM

Minister of Development Cooperation
and of Major Cities

Your contact person :
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Mr. Jean Verheyden
Chief, Donor Relations Section
UN OCHA

Palais des Nations
CH-1211 GENEVA 10
SWITZERLAND

our reference

D5.1/GG/HUM.04.01.04/2021/07/4500/1

to be quoted in all correspondence

date

**Object : Voluntary contribution to the general budget of OCHA 2021-2023 –
MU/2021/07**

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 (DGD) has foreseen a contribution of 17.400.000 EUR for a three year period (2021-2023) as a multi-year financial contribution to the regular resources of OCHA, under the "Terms and Conditions of the Contribution" as stated in this letter.

This contribution of 17.400.000 EUR will be paid in three installments as follows: 5.800.000 EUR in 2021, 5.800.000 EUR in 2022 and 5.800.000 EUR in 2023.

Please find enclosed a copy of the Ministerial Decree awarding 17.400.000 EUR for a 3 years period (2021-2023), with an annual payment of 5.800.000 EUR.

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 2022 and 2023, upon reception of a payment request stating OCHA's bank account, the last available annual report and the last available consolidated financial and audit report.
- 1.2. The payment will be done into the following bank account with the mention "OCHA Programme".

Bank	UBS AG Rue de Rhône 8, Case Postale 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. OCHA'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.
- 1.4. The formal claim for the payment of the contribution, to be sent to : invoice@diplobel.fed.be (with D5.1 in copy). OCHA's formal claim for payment has to state OCHA's bank account for payment, as mentioned above under 1.2. (to be repeated for the next 2 claims for payment in 2022 and 2023)."
- 1.5. 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 subsidy.

2. Use and administration of the contribution

- 2.1. The contribution shall only be used for any budgeted activities under the budget and the strategic work plan of OCHA.
- 2.2. Administration of the contribution and procurement of goods and services shall be governed by OCHA's Financial Rules and Regulations.
- 2.3. In any case, eligible expenses will only start at the date of signature of the Ministerial decree awarding the funds.
- 2.4. Special attention shall be provided to the implementation of OCHA's gender policy.



- 2.5. OCHA, and its implementing partners, will take all reasonable and adequate steps to prevent sexual exploitation, abuse and harassment ("SEAH") of any person linked to the delivery of this Agreement by both its employees and any implementing partner and respond appropriately when reports of SEAH arise, including the protection of any potential victim.

OCHA shall also set up the necessary signaling and detection mechanisms and protect whistleblowers for its staff, in accordance with the Secretary-General's bulletin ST/SGB/2017/2/Rev.1: *Protection against retaliation for reporting misconduct and for cooperating with duly authorized audits or investigations*, and the OCHA Standard Operating Procedures on Sexual Misconduct of August 2020.

DGD will be promptly notified of allegations of Sexual Exploitation and/or Sexual Abuse received/under investigation by the Office of Internal Oversight Services, the investigation service of the UN Secretariat, as well as of any allegations credible enough to warrant an investigation received from OCHA's implementing partners, through the Secretary-General's reporting mechanism on Sexual Exploitation and Sexual Abuse (the "Report") without prejudice to the status of OCHA.

In addition, and where OCHA has determined that credible sexual harassment allegations of an egregious nature exist regarding its staff that would be of significant impact to the partnership between OCHA and the DGD, OCHA will promptly notify the DGD and provide information containing the level of detail that OCHA is aware of and as found in the existing reporting mechanisms. OCHA's reporting to the DGD will in all cases be subject to considerations of security, data protection, and due process, and be provided to the DGD in accordance with United Nations regulations, rules, directives, and procedures.

- 2.6. OCHA commits to inform the DGD in case of credible allegations or substantiated cases of fraud or corruption affecting donor's funds, in line with OCHA policies. OCHA will also inform DGD on the measures taken by the organization to mitigate and resolve the identified problem(s).
- 2.7. 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.
- 2.8. 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.
- 2.9. Any modification of the present agreement shall be officially requested to the Director General of the DGD and must receive its written approval.



3. Justification and reporting

- 3.1. OCHA 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. The contribution shall be subject exclusively to the internal and external auditing procedures provided by OCHA's Financial Rules and Regulations. 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.
- 3.3. The staff of OCHA responsible for and in charge of the implementation of the program and project 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 program and project.

4. Interpretation and dispute

- 4.1. 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.
- 4.2. 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.

5. Consultation

- 5.1. Upon request and as coordinated with OCHA, donor representatives will be welcome to participate in program reviews and evaluations, at the donors own expense.
- 5.2. 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. 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 (2024-2026).
- 5.3. 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. Correspondence

6.1. 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,

10 MEI 2021



Corinna Schmidt
Budget and Finance



Meryame Kitir

Enclosure(s): Copy of the Ministerial Decree

