



**KINGDOM OF BELGIUM**

Minister of Development Cooperation  
and of Major Cities

Your contact person:  
Griet Gregoir  
Tel: +32 2 501 49 11  
E-mail: griet.gregoir@diplobel.fed.be

Chulmin Kang  
Chief of Finance and Administration  
CERF Secretariat, OCHA

2 United Nations Plaza (DC2)  
East 44th street (13th floor)  
United Nations, New York

**our reference**

D5.1/GG/HUM.04.02.01/2021/03/4674/1

to be quoted in all correspondence

**date**

**Object : Belgium's Contribution to the Central Emergency Response Fund  
2021-2022 - CERF / OCHA - 34.000.000 EUR - FF/2021/03**

Dear Sir,

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 34.000.000 EUR for a two-year period (2021-2022) to the Central Emergency Response Fund (CERF), under the "Terms and Conditions of the Contribution" as stated in this letter.

This contribution of 34.000.000 EUR will be paid in two installments as follows: 17.000.000 EUR in 2021 and 17.000.000 EUR in 2022.

Please find enclosed a copy of the Ministerial Decree awarding 34.000.000 EUR for a 2-year period (2021-2022), with an annual payment of 17.000.000 EUR.

## Terms and Conditions of the Contribution

### 1. Payment conditions

- 1.1. The contribution will be paid in two 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 installment will be paid in 2022, 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 "CERF".

Bank	JP Morgan Chase Bank 270 Park Avenue, 23rd Floor, New York, NY 10172-0003, USA
Account name	UN General Trust Fund
Account number	485-00-1969
ABA Code	021-000-021
SWIFT code	CHASUS33
Reference	Belgium's Contribution to CERF 2021-2022
Special instruction	Do not charge the beneficiary

- 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](mailto: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 1.1. (to be repeated for the next claim for payment in 2022)."
- 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 contribution.

### 2. Use and administration of the contribution

- 2.1. The General conditions under which the Government of Belgium contributes to the CERF are those set out in the Secretary-General's Bulletin of 23 April 2010, entitled 'Establishment and Operation of the Central Emergency Response Fund'.
- 2.2. Eligible expenses will only start at the date of signature of the Ministerial decree awarding the funds. While this contribution is normally spent within the course of one year starting from that date, any unspent portion of the grant will remain in the fund's budget until fully used in accordance with the regulations set out in the Secretary-General's Bulletin of 23 April 2010.



- 2.3. Any modification of the present agreement shall be officially requested to the Director General of the DGD and must receive its written approval.
- 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. 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 contributions to flexible funds (2023-2024).
- 2.9. 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.



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

### 3. Justification and reporting

- 3.1. The administration of the contribution shall be governed by the Financial Rules and Regulations of the United Nations. The use of the funds contributed by Belgium to the CERF shall be justified within the framework of the global financial reporting system to the member states.
- 3.2. The contribution shall be subject exclusively to the internal and external auditing procedures provided for in United Nations' Financial Regulations and Rules, and other applicable directives.

### 4. Visibility

- 4.1. When appropriate, OCHA undertakes actions to guarantee the visibility of the contribution of the Belgian government, which shall be given proper publicity. In its reports OCHA shall indicate that a two-year contribution of 34.000.000 EUR to the CERF 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. If, at 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.

### 6. Correspondence

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

For OCHA

CERF Secretariat, OCHA  
UN Headquarters  
New York N.Y. 10017  
Tel. (1) 212 963 1312

For Belgium

Permanent Mission of Belgium to the  
United Nations  
New York  
Tel. (1) 212 378 6300

Yours Faithfully,



Meryame Kitir

10 MEI 2021

Enclosure(s): Copy of the Ministerial Decree

