



KINGDOM OF BELGIUM

Minister of Development Cooperation
and of Major Cities Policy

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

our reference

D5.1/NVD/HUM.04.04.03/2021.05/10810/1

to be quoted in all correspondence

date

**Subject : Humanitarian projects – AB 14 54 52 35.60.83 – Grant to WFP :
7.500.000 EUR – PJ/2021/05**

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 7.500.000 EUR, for the following project, under the Terms and Conditions of the Contribution as stated in this letter:

« Emergency Food Assistance and Support to Logistic activities (Ethiopia, Jordan, Lebanon, OPT, Syria) »

This contribution is to be used for the following operations, which were selected in consultation with WFP:

Ethiopia	1.500.000 EUR
Jordan	1.000.000 EUR
Lebanon	1.000.000 EUR
Occupied palestinian territory (OPT)	2.000.000 EUR
Syria	2.000.000 EUR

Please find enclosed a copy of the Ministerial Decree awarding 7.500.000 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 Europe Plc, Belgium Branch
Tribes Central Station
Rue des Colonies, 56
1000 Brussels, Belgium
IBAN: BE62 5706 2677 5561
SWIFT CODE: CITIBEBX

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

- WFP'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.
- WFP's formal claim for the payment of the contribution, to be sent to : invoice@diplobel.fed.be. WFP's formal claim for payment has to state WFP'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 WFP of the terms and conditions specified in this letter, and the written project proposal « **Emergency Food Assistance and Support to Logistic activities (Ethiopia, Jordan, Lebanon, OPT, Syria)** » 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, Directorate Humanitarian Aid and 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. Subject to WFP's Regulations and Rules, food shall be bough locally and possibly through the P4P program when possible and appropriate.



2.4 In all projects, a special attention shall be provided to the implementation of WFP gender policy.

2.5 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.

2.6 The Parties agree to apply the final harmonized SEAH language of July 2021 as set forth in the Annex to this Specific Agreement. It is understood that the references to "Donor" in the Annex refer to the Government of Belgium and the references to "Recipient" in the Annex refer to WFP.

2.7 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.

2.8 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 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 7.500.000 EUR.

3.3 Each Party hereby affirms that it has a zero tolerance approach to fraud and recognizes the importance of taking all necessary precautions to avoid corrupt, fraudulent or collusive practices. To this end, WFP shall maintain standards of conduct governing the performance of its officers, employees, agents, contractors and sub-contractors, including the prohibition of corrupt, fraudulent or collusive practices in connection with the granting and administration of any resources provided pursuant to this Agreement, as set forth in WFP Regulations and Rules, including, without limitation, WFP's Anti-Fraud and Anti-Corruption Policy, as may be amended from time to time. Any request by the donor for investigation reports substantiating actual or attempted violations of the anti-fraud and anti-corruption policy will be submitted and processed in accordance with the policy for the disclosure of oversight reports (as may be amended from time to time).

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. WFP will also inform the DGD of these communications by sending an email Com.DGD@diplobel.fed.be and 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 WFP 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 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.

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. Correspondence

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

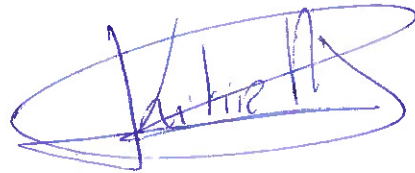
For WFP
WFP-Roma

For Belgium
Embassy of Belgium in Rome -
Permanent Representation to FAO, WFP
and IFAD

Via Cesare Giulio Viola, 68/70
00148 Rome

Via Giuseppe de Notaris, 6
00197 Rome

Yours faithfully,



Meryame Kitir

Enclosure(s): Copy of the Ministerial Decree

