



KINGDOM OF BELGIUM

Minister of Development Cooperation
and of Major Cities Policy

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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/LC/HUM.04.04.03/2021.08/14704/1

to be quoted in all correspondence

date

Re: Humanitarian Project - Grant to OCHA, Office for the Coordination of Humanitarian Affairs – “Peer-to-Peer (P2P) Support to Humanitarian Coordinators (HCs) and Humanitarian Country Teams (HCTs)” – 500.000 EUR - AB 54 52.35.60.83 – PJ/2021/08

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 decided to make available to the Office for the Coordination of Humanitarian Affairs (OCHA), the amount of 500.000 EUR, for the following project, under the Terms and Conditions of the Contribution as stated in this letter:

“Peer-to-Peer (P2P) Support to Humanitarian Coordinators (HCs) and Humanitarian Country Teams (HCTs)” – 500.000 EUR.

Please find enclosed a copy of the Ministerial Decree awarding 500.000 EUR to OCHA.

TERMS AND CONDITIONS OF THE CONTRIBUTION

1. Payment conditions

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

Bank :	UBS AG
Bank Address :	Rue du Rhône 8 Case Postale 2600 CH-1211 Geneva 2 Switzerland
Account name :	UN Geneva General Fund
IBAN :	CH85 0024 0240 FP10 0381 0
Account number :	240-FP100381.0
Bank number :	240
SWIFT code :	UBSW CH ZH 80A
Reference for 2021 payment:	OCT#9947

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

- OCHA's written acceptance of the terms and conditions described in this letter addressed to the General Director of the DGD (Att: D5, Directorate Humanitarian Aid and Transition) – Rue des Petits Carmes, 15 – 1000 Brussels.
- OCHA's formal claim for the payment of the contribution stating the bank account for payment, as mentioned above under 1.1, to be sent to : invoice@dipobel.fed.be.

These two documents will also be sent by email to the person in charge of your file in the Humanitarian aid unit mentioned in the header of this letter.

1.3 The present letter, the written acceptance by OCHA of the terms and conditions specified in this letter, the formal claim of OCHA for the payment of the contribution and the written project proposal "Peer-to-Peer (P2P) Support to Humanitarian Coordinators (HCs) and Humanitarian Country Teams (HCTs)", constitute the specific agreement for the award and use of the subsidy.

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 awarding the grant.

2.2 The contribution shall be managed by OCHA in accordance with its financial regulations and other applicable rules, procedures and practices pertaining to other resources (non-core).

2.3. 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.

2.4 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.

2.5 One single extension of the project duration for a maximum of six months can be requested to the Director for Humanitarian Aid and Transition (D5) and must receive its written approval. A request for extension of the project duration has to be submitted at the least two months in advance of the project's initial end date.

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 OCHA.

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.

3. Justification, reporting and refunding

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. 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).

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. Visibility, interpretation and dispute

4.2 When appropriate and in line with its rules, OCHA will acknowledge the contribution of the Belgian government in references to the project or its activities in publications, speeches, press releases or similar communications. OCHA 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.

4.3 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 the OCHA 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 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.

6. Correspondence

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

For OCHA
The UN OCHA Geneva Office

For Belgium
DGD – Humanitarian aid unit (D5.1)
Ministry of Foreign Affairs
Rue des Petits Carmes 15
1000 Bruxelles
Belgique



Meryame Kitir

Enclosure(s):
Copy of the Ministerial Decree
Harmonized SEAH language of July 2021 Annex



Annex
Final harmonized SEAH language July 2021

1.

a. Sexual exploitation and abuse

The Donor and the Recipient have a zero tolerance for inaction approach to tackling sexual exploitation and abuse ("SEA").¹ This means the Recipient and its implementing partners will take all reasonable steps to prevent SEA by both its employees and any implementing partner and respond appropriately when reports of SEA arise, in accordance with their regulations, rules, policies and procedures.

Unless inconsistent with a specific regulation, rule, policy or procedure governing the Recipient, the Recipient will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse (Annex I) and the following principles and practices when implementing the activities under this arrangement and provide evidence to demonstrate this where required:

- a) Adherence to the IASC-Minimum Operation Standards on "Protection from sexual exploitation and abuse by own personnel" and/or [the] SEA elements of the Core Humanitarian Standard on Quality and Accountability;
- b) A victim/survivor-centred approach² to SEA issues;
- c) Strong leadership and signaling on tackling SEA;
- d) Make all reasonable efforts to address gender inequality and other power imbalances;
- e) Reporting to enhance accountability and transparency;
- f) Ensure that SEA standards from this arrangement are reflected in funding templates with implementing partners, [for UN entities: by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners].

b. Sexual harassment

The Donor and the Recipient have a zero tolerance for inaction approach to tackling sexual harassment ("SH").³ This means the Recipient will take all reasonable steps to prevent SH and respond appropriately when reports of SH arise, in accordance with its regulations, rules, policies and procedures.

Unless inconsistent with a specific regulation, rule, policy or procedure governing the Recipient, the Recipient will apply the following principles and practices when implementing the activities under this arrangement:

- a) A victim/survivor-centred approach to SH issues;
- b) Strong leadership and signaling on tackling SH;
- c) Make all reasonable efforts to address gender inequality and other power imbalances;
- d) Reporting to enhance accountability and transparency;

2. The Recipient will adhere to the following requirements:

a. Allegations of SEA

(i) The Recipient will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary-General's reporting mechanism (the "Report").

(ii) When the Recipient reports an allegation of SEA to, or becomes aware of an allegation reported through, the Report that is (i) directly related to the activities funded by this arrangement or, (ii) would have a significant impact on the partnership between the Recipient and the Donor, the Recipient will promptly notify [Donor point of contact] of the report made and the relevant arrangement number, if applicable and provide information containing the level of detail that the Recipient is aware of.

¹ See UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse.

² A victim/survivor centered-approach is one for which the victim/survivor's dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the UN Protocol on Allegations of SEA Involving Implementing Partners, the victim/survivor should be informed, consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the victim/survivor and/or handling information regarding the allegation will maintain confidentiality, ensure safety of the victim/survivor, and apply victim/survivor-centered principles which are safety, confidentiality, respect, and non-discrimination. When the victim/survivor is a child, the approach will consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

³ See the UN System Model Policy on Sexual Harassment and the UN Secretary-General's Bulletin ST/SGB/2019/8 for the uniform definition of sexual harassment in the UN System.



(iii) Upon request from the Donor, the Recipient agrees to provide further available relevant information the Recipient is aware of for allegations notified under paragraph 2a (ii) including about subsequent measures taken by the Recipient, unless disclosure of such information would be inconsistent with the Recipient's regulations, rules, policies and procedures concerning disclosure of information

b. Allegations of SH

(i) The Recipient will report allegations of sexual harassment and measures taken through existing reporting mechanisms.

(ii) Where the Recipient has determined that the allegations would have a significant impact on the partnership between the Recipient and the Donor, the Recipient will promptly notify [Donor point of contact] and provide information containing the level of detail of the existing reporting mechanisms.

(iii) Upon request from the Donor, the Recipient agrees to provide further available relevant information, that the Recipient is aware of unless disclosure of such information would be inconsistent with the Recipient's regulations, rules, policies and procedures concerning disclosure of information.

3. It is understood and accepted that the Recipient's arrangement to report on SEA and SH will be performed in accordance with the Recipient's regulations, rules, policies and procedures, including its rules on confidentiality, and is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.

4. When the Recipient becomes aware of reasonable suspicions, complaints or reports of SEA or SH by its personnel, the Recipient will, as appropriate under its regulations, rules, policies, and procedures, take reasonable, swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for potential criminal matters), as appropriate and when safe to do so, after considering the wishes of the victim/survivor.

5. The Donor or any of its duly authorized representatives may, in accordance with agreed mutually accepted terms of reference, carry out reviews or evaluations or other assessment measures to verify the Recipient's zero tolerance for SEA and SH, provided that such measures are consistent with the single audit principle governing the UN, if applicable. The Recipient will fully cooperate within the scope of the terms of reference with any such reasonable requests by the Donor or any of its duly authorized representatives or agents to carry out such measures.

6. Any information or documentation provided in accordance with these provisions will be treated by the Donor with utmost discretion in order to ensure, *inter alia*, the probity of any investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. The Donor will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to the Donor will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the Recipient. The Donor will obtain the express written authorization of the Recipient before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law applicable to the Donor and is not subject to the Recipient's privileges and immunities under international and/or national law (such as information/documentation constituting UN archives).

7. Unless the regulations, rules, policies, and procedures applicable to the Recipient are amended at an earlier stage, and/or there are other substantive changes to any of the referenced policies, processes or mechanisms, the above provisions are subject to possible review two years after the date of the Donors' mutual decision on their text with the Recipient. Any changes to the above provisions that may be mutually decided following such a review will take effect at least four years after the date of the Donors' mutual decision on the present text with the Recipient, until which time the above provisions will continue to apply.

