



KINGDOM OF BELGIUM

Minister of Development Cooperation
and of Major Cities Policy

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/LC/HUM.04.04.03/2022/6047/1

to be quoted in all correspondence

date

15 JULI 2022

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)” – 250.000 EUR - AB 54 52.35.60.83 – PJ/2022/03

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 250.000 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)” – 250.000 EUR.

Please find enclosed a copy of the Ministerial Decree awarding 250.000 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# 10558

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 Director General 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@diplobel.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

