



KINGDOM OF BELGIUM

Minister of Development Cooperation
and Major Cities Policy

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Commissioner-General Philippe Lazzarini

Headquarters UNRWA
Bayader Wadi Seer

PO Box 140157, Amman 11814
Jordan

your communication of
20-25/07/2022

your reference

our reference

D5.1/AK/HUM 04.04.03/2022.07/7931/1

to be quoted in all correspondence

date

02 SEP. 2022

Subject : Humanitarian Project – AB 14 54 52 35.60.83 – General budget 2022 - Grant to UNRWA: “Education in Emergencies for Palestine Refugee Children-Phase IV - Emergency Cash Assistance to Palestine Refugees in Syria - E-registration phase II” – 4.500.000 EUR – PJ/2022/07

Dear Sir,

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 (Directorate-General for Development DGD), has decided to make available to :

UNRWA,

the amount of **4.500.000 EUR,**

as a **Belgian contribution (ref. PJ/2022/07),** for the following purpose :

“Education in Emergencies for Palestine Refugee Children-Phase IV - Emergency Cash Assistance to Palestine Refugees in Syria - E-registration phase II”

under the Terms and Conditions of the Contribution as stated in this letter. This amount is to be dedicated to the following three operations :

- Education in Emergencies for Palestine Refugee Children - Phase IV – 2.410.000 EUR
- Emergency Cash Assistance to Palestine Refugees in Syria – 1.250.000 EUR
- E-registration phase II – 840.000 EUR

Please find enclosed a copy of the Ministerial Decree awarding 4.500.000 EUR towards UNRWA.

TERMS AND CONDITIONS OF THE CONTRIBUTION

1. Payment conditions

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

Bank : UniCredit Bank Austria AG
Vienna International Center
A-1400 Wien, Wagramerstrasse 5
Vienna, Austria
United Nations Relief and Works Agency for Palestine Refugees in the Near
East, UNRWA
Account : No. 00290 573 500
IBAN No. : AT391100000290573500
BIC : BKAUATWW

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

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

These two documents will also be sent by email to the Humanitarian aid unit (D5.1@diplobel.fed.be).

1.3 This letter of the Belgian Minister for Development Cooperation,, the written acceptance by UNRWA of the terms and conditions specified in this letter, the formal claim of UNRWA for the payment of the contribution constitute the specific agreement for the award and use of the contribution. UNRWA 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 contribution covers a period of 12 months, starting from the date of signature of the Ministerial Decree.

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

2.3 In administering the contribution, due regard shall be provided in accordance with the UNRWA Gender Policy adopted in 2007, the Gender Mainstreaming Strategy adopted in 2008 and the Gender Equality Strategy adopted in the 2016-2022 Medium Term Strategy, this project will ensure that discriminatory practices that cuts across UNRWA registration and service provision are removed.



2.4 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, UNRWA commits to inform the DGD of it and to update the DGD of its answer and potential actions to correct the situation.

2.5 Ownership of equipment, supplies and other property financed from the contribution shall be vested in UNRWA. Matters relating to the transfer of ownership by UNRWA shall be determined in accordance with the relevant policies and procedures of UNRWA.

2.6 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.

2.7 The Parties agree to apply the final harmonized SEAH language of July 2021 as annexed to this letter. 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 UNRWA.

3. Justification, reporting, and refunding

3.1 UNRWA 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, UNRWA shall provide an individual "Confirmation of Expenses" statement for this contribution of 4.500.000 EUR :

- Education in Emergencies for Palestine Refugee Children - Phase IV – 2.410.000 EUR
- Emergency Cash Assistance to Palestine Refugees in Syria – 1.250.000 EUR
- E-registration phase II – 840.000 EUR

3.3 UNRWA commits to inform the DGD in case of – suspected – active or passive fraud or corruption as well as the measures the organization has taken in to mitigate and resolve the identified problem.

3.4 All supporting documentation shall be officially sent to : Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation, rue des Petits Carmes / Karmelietenstraat 15 - 1000 Brussels - Belgium or by email to D5.1@diplobel.fed.be.

3.5 Given the humanitarian nature of the contribution, UNRWA shall transfer the possible unspent balance to UNRWA's Program Budget. The final financial statement of account, stating the total amount of the balance, shall be provided by UNRWA according to its procedures.



4. Visibility, interpretation and dispute

4.1 Where appropriate and in line with its rules, UNRWA will acknowledge the Belgian contribution to the projects or its activities in publications, speeches, press releases or similar communications. UNRWA will also inform the DGD of these communications by sending an email Com.DGD@diplobel.fed.be and D4.3@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 UNRWA 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 UNRWA or the DGD giving three months written notice. Nevertheless contractual obligations entered into force between UNRWA 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 UNRWA 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 UNRWA'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 UNRWA 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. UNRWA 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 eco-system.

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 UNRWA :
External Relations Department
UNRWA Headquarters

For Belgium:
Consulate General of Belgium
Jerusalem

Yours faithfully,



Meryame Kitir

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

