



KINGDOM OF BELGIUM

Minister of Development Cooperation
and 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

your communication of

your reference

our reference

date

D5.1/CJ/HUM.02.02/2022/3851/1

02 SEP. 2022

to be quoted in all correspondence

Object: Belgium's Contribution to the Country Based Pooled Fund in Ukraine for 2022 / OCHA – 9.000.000 EUR - FF/2022/01

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 foreseen a contribution of 9.000.000 EUR for 2022 to the Ukraine Country Based Pooled Fund (CBPF), under the "Terms and Conditions of the Contribution" as stated in this letter.

Please find enclosed a copy of the Ministerial Decree awarding 9.000.000 EUR to the above mentioned humanitarian fund for 2022.

Terms and Conditions of the Contribution

1. Payment conditions

- 1.1. The contribution will be paid in a single installment. This installment will be paid upon receipt of OCHA's written acceptance of the terms and conditions described in this letter, together with a payment request stating OCHA's bank account.
- 1.2. The payment will be done into the following bank account with the mention "OCHA CBPFs".

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 2022 payment:	OCT#10396

- 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 (with D5.1@diplobel.fed.be in copy). OCHA's formal claim for payment has to state OCHA's bank account for payment, as mentioned above under 1.1.
- 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 contribution will be used for the replenishment of the following Country-based Pooled Fund :

Year	Disbursement	CBPF
2022	9.000.000 EUR	Ukraine

- 2.2. The General conditions under which the Government of Belgium contributes to the above mentioned humanitarian funds are those set out in the 2015 Operational



Handbook for Country-based Pooled Funds and in the specific Terms of Reference of each of these funds.

- 2.3. Eligible expenses will only start at the date of signature of the Ministerial decree awarding the funds.
- 2.4. Any modification of the present agreement shall be officially requested to the Director General of the DGD and must receive its written approval.
- 2.5. Special attention shall be provided to the implementation of OCHA's gender policy.
- 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. 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).
- 2.8. 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 CBPFs/RhPFs (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. 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.
- 2.11. While this contribution is normally spent within the year in which it is allocated, any unspent portion of the grant will remain in the funds' budget until fully used in accordance with the CBPF 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 CBPF 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 one-year contribution of 9.000.000 EUR to the Ukraine CBPF has been made by the 'Belgian Government'.

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 donor's own expense.

6. Interpretation and dispute

- 6.1. 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.

7. Correspondence

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


For OCHA

Donor Relations Section
Partnerships and Resource Mobilization
Branch
OCHA Geneva

For Belgium

Permanent Mission of Belgium to the United
Nations
Geneva

Yours faithfully,


Noted by
Corinna Schmidt
Head, Cash and Grants Management Unit, a.i.
Executive Office, UN OCHA, Geneva



Meryame Kitir

19 September 2022

Enclosure(s):
Copy of the Ministerial Decree
Final version harmonized SEAH language adopted July 2021



KONINKRIJK BELGIE

**FEDERALE OVERHEIDSDIENST
BUITENLANDSE ZAKEN, BUITENLANDSE
HANDEL EN
ONTWIKKELINGSSAMENWERKING**

MINISTERIEEL BESLUIT HOUDENDE
TOEKENNING VAN EEN SUBSIDIE AAN OCHA
VOOR DE FINANCIERING VAN HET COUNTRY-
BASED POOLED FUND IN OEKRAÏNE.

**DE MINISTER VAN
ONTWIKKELINGSSAMENWERKING,**

Gelet op de wet van 22 mei 2003 houdende de organisatie van de begroting en van de comptabiliteit van de federale Staat, artikelen 33 en 121 tot 124;

Gelet op de wet van 19 maart 2013 betreffende de Belgische Ontwikkelingssamenwerking, gewijzigd bij de wet van 9 januari 2014 en van 16 juni 2016;

Gelet op de wet van 23 december 2021 houdende de algemene uitgavenbegroting voor het begrotingsjaar 2022, inzonderheid op sectie 14 – FOD Buitenlandse Zaken, Buitenlandse Handel en Ontwikkelingssamenwerking, Organisatieafdeling 54 – Directie-generaal Ontwikkelingssamenwerking;

Gelet op de wet van 3 juli 2022 houdende de derde aanpassing van de algemene uitgavenbegroting voor het begrotingsjaar 2022;

Gelet op het koninklijk besluit van 16 november 1994 betreffende de administratieve en begrotingscontrole, artikel 14;

Gelet op het koninklijk besluit van 19 april 2014 betreffende de humanitaire hulp, gewijzigd bij het koninklijk besluit van 14 juni 2017;

Gelet op het koninklijk besluit van 14 juni 2022 houdende derde verdeling van het provisioneel krediet ingeschreven in het programma 06-90-1 van de wet van 23 december 2021 houdende de algemene uitgavenbegroting voor het begrotingsjaar 2022 en bestemd tot het dekken van gerechtskosten en schadevergoedingen en andere diverse uitgaven;

Gelet op het advies van de inspecteur van financiën, gegeven op 17 augustus 2022;

BESLUIT:

Artikel 1. Een bedrag van 9.000.000 EUR wordt verrekend ten laste van de algemene uitgavenbegroting voor het begrotingsjaar 2022, sectie 14 - FOD Buitenlandse Zaken, Buitenlandse Handel en Ontwikkelingssamenwerking; organisatieafdeling 54, activiteitenprogramma 52, basisallocatie 35.60.82.

ROYAUME DE BELGIQUE

**SERVICE PUBLIC FEDERAL AFFAIRES
ETRANGERES, COMMERCE EXTERIEUR ET
COOPERATION AU DEVELOPPEMENT**

ARRETE MINISTERIEL
PORTANT OCTROI D'UN SUBSIDE A OCHA
POUR LE FINANCEMENT DU COUNTRY-BASED
POOLED FUND EN UKRAINE.

**LA MINISTRE DE LA COOPERATION AU
DEVELOPPEMENT,**

Vu la loi du 22 mai 2003 portant organisation du budget et de la comptabilité de l'Etat fédéral, articles 33 et 121 à 124;

Vu la loi du 19 mars 2013 relative à la coopération belge au développement, modifiée par la loi du 9 janvier 2014 et du 16 juin 2016;

Vu la loi du 23 décembre 2021 contenant le budget général des dépenses pour l'année budgétaire 2022, notamment section 14 – SPF Affaires Etrangères, Commerce Extérieur et Coopération au Développement, division organique 54 – Direction générale de la Coopération au Développement;

Vu la loi du 3 juillet 2022 contenant le troisième ajustement du budget général des dépenses pour l'année budgétaire 2022 ;

Vu l'arrêté royal du 16 novembre 1994 relatif au contrôle administratif et budgétaire, article 14;

Vu l'arrêté royal du 19 avril 2014 relatif à l'aide humanitaire modifié par l'arrêté royal du 14 juin 2017;

Vu l'arrêté royal du 14 juin 2022 portant troisième répartition du crédit provisionnel inscrit au programme 06-90-1 de la loi du 23 décembre 2021 contenant le budget général des dépenses pour l'année budgétaire 2022 et destiné à couvrir des frais de justice et dédommagements et autres dépenses diverses;

Vu l'avis de l'inspecteur des finances, donné le 17 août 2022 ;

ARRETE:

Article 1^{er}. Un montant de 9.000.000 EUR est imputé à charge du budget général pour l'année budgétaire 2022, notamment la section 14 - SPF Affaires étrangères, Commerce extérieur et Coopération au Développement, division organique 54, programme d'activités 52, allocation de base 35.60.82.

Art. 2. Het bedrag vermeld in artikel 1 wordt toegekend OCHA en dient voor de financiering van de Country Based Pooled Fund (CBPF) in Oekraïne in het jaar 2022.

Deze hulp zal uitgevoerd worden volgens de modaliteiten die het voorwerp uitmaken van de specifieke overeenkomst van deze humanitaire interventie.

Art. 3. De betaling van de subsidie zal gebeuren door overschrijving op de volgende rekening :

Bank : UBS AG, CH-1211 Geneva 2, Switzerland
Begunstigde : UN Geneva General Fund
IBAN : CH85 0024 0240 FP10 0381 0
Rekening Nummer : 240-FP100381.0
SWIFT Code : UBSW CH ZH 80A
Referentie voor betaling 2021 : OCT#10396

Art 4. OCHA zal de ontvangen fondsen verantwoorden zoals voorzien in de overeenkomst.

Elke overdracht van schuldvorderingen betreffende deze subsidie is verboden.

Art 5. Dit besluit treedt in werking op de datum van zijn ondertekening.

Brussel, **02 SEP. 2022**

Art. 2. Le montant mentionné à l'article 1^{er} est octroyé à OCHA et servira à financer le Country Based Pooled Fund (CBPF) en Ukraine pour l'année 2022.

Cette aide sera exécutée selon les modalités qui font l'objet de la convention spécifique de cette intervention humanitaire.

Art. 3. La liquidation du subsidie se fera par virement au compte suivant :

Banque : UBS AG, CH-1211 Genève 2, Suisse
Bénéficiaire : UN Geneva General Fund
IBAN : CH85 0024 0240 FP10 0381 0
Compte bancaire : 240-FP100381.0
SWIFT Code : UBSW CH ZH 80A
Référence pour paiement 2021 : OCT#10396

Art 4. OCHA justifiera l'utilisation de la somme reçue comme prévu dans la convention.

Toute cession de créance relative à ce subsidie est interdite.

Art 5. Le présent arrêté entre en vigueur à la date de sa signature.

Bruxelles, le **02 SEP. 2022**



Meryame Kitir

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

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.

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.

(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.