



**KINGDOM OF BELGIUM**

**Minister of Development Cooperation  
and Major Cities Policy**

Your contact persons:  
Thomas Vanstraelen  
Tel: 02 501 31 83  
E-mail: thomas.vanstraelen@diplobel.fed.be

Mrs. Karin Manente  
Director Public Partnerships and Resourcing  
WFP  
Via Cesare Giulio Viola, 68/70  
00148 Rome  
Italy

**your communication of**  
18/07/2022

**your reference**

**our reference**

D5.1/TV/HUM.04.04.03/2022.09/8116/1

to be quoted in all correspondence

**date**

**06 SEP. 2022**

**Object: Humanitarian Aid Projects (A.B. 14 54 52 35.60.83) - Grant to WFP : 7.500.000 EUR – PJ/2022/09**

Dear Mrs. Manente,

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 World Food Program/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, Mali, Niger, Syria, DR Congo) »**

Please find enclosed a copy of the Ministerial Decree awarding 7.500.000 EUR to the WFP.

## **TERMS AND CONDITIONS OF THE CONTRIBUTION**

### **1. Payment conditions**

1.1 The payment of the contribution will be done into the WFP 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:

- The WFP's written acceptance of the terms and conditions described in this letter addressed to the General Director of the Directorate-General for Development Cooperation and Humanitarian Aid (DGD) (Att: D5, Directorate Humanitarian Aid and Transition) – Rue des Petits Carmes, 15 – 1000 Bruxelles.
- The WFP'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](mailto:invoice@diplobel.fed.be). WFP's claim for payment has to state WFP'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](mailto:D5.1@diplobel.fed.be))

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, Mali, Niger, Syria, DR Congo) » 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 bought 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.

**3.5** 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](mailto:D5.1@diplobel.fed.be).

### **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](mailto: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.

**4.2** 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, upon request, with every information concerning the use of the funds object of this letter as well as regarding the progress of the project.

**5.2** Upon request and as coordinated with WFP, 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 NRC  
WFP-Roma  
Via Cesare Giulio Viola, 68/70  
00148 Rome

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

Yours faithfully,



Meryame Kitir

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

