



KINGDOM OF BELGIUM
Deputy Prime Minister and Minister of Social Affairs and
Public Health, in charge of Development Cooperation and
Major Cities Policy

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your communication of

your reference

our reference

date

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16 NOV. 2022

to be quoted in all correspondence

**Subject: Contribution to WFP's Immediate Response Account 2022 of 2.500.000 EUR -
FF/2022/03**

Dear Madam,

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 an additional contribution of 2.500.000 EUR to WFP's Immediate Response Account (IRA), under the "Terms and Conditions of the Contribution" as stated in this letter.

This contribution of 2.500.000 EUR will be paid in a single installment in 2022.

Please find enclosed a copy of the Ministerial Decree awarding 2.500.000 EUR for the year 2022.

Enclosure(s): Copy of the Ministerial Decree

Terms and Conditions of the Contribution

1. Payment conditions

- 1.1 The contribution will be paid in a single installment upon receipt of WFP's written acceptance of the terms and conditions described in this letter, together with a formal claim of the payment of the contribution stating WFP's bank account.
- 1.2 The payment will be done into the following bank account:

Beneficiary: UNITED NATIONS-WORLD FOOD PROGRAMME
Bank: Citibank Europe Plc, Belgium Branch
Tribes Central Station,
Rue des Colonies, 56
1000 Brussels, Belgium
IBAN: BE62 5706 2677 5561
SWIFT CODE: CITIBEBX
- 1.3 WFP'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 : einvoice@diplobel.fed.be (with D5.1 in copy). WFP's formal claim for payment has to state WFP'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 WFP 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 humanitarian fund: Immediate Response Account (IRA).
- 2.2 The General conditions under which the Government of Belgium contributes to the IRA are those that are set out in in WFP's rules and regulations.
- 2.3 However, no foods derived from biotechnology (GM/Biotech Foods) shall be bought with this contribution.
- 2.4 In all projects, special attention should be paid to the implementation of the WFP gender policy.
- 2.5 Subject to WFP's Regulations and Rules' food shall be bought locally and possibly through the P4P program when possible and appropriate.
- 2.6 In any case, eligible expenses will only start at the date of signature of the Ministerial decrees awarding the funds.



- 2.7 Any modification of the present agreement shall be officially requested to the Director General of the DGD and must receive its written approval.
- 2.8 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.
- 2.9 Each Party hereby affirms that it is highly risk averse towards fraud, corruption, theft, collusive, coercive, and obstructive practices, money laundering and financing of terrorism (the "Prohibited Practices") in its activities and operations, and has zero tolerance for inaction. 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 Prohibited 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 DGD for investigation reports substantiating actual or attempted violations of the WFP Anti-Fraud and Anti-Corruption Policy will be submitted and processed in accordance with the WFP Policy for the Disclosure of Oversight Reports (as may be amended from time to time).
- 2.10 While this contribution is normally spent within the biennium in which it is allocated, any unspent portion of the grant will remain in the IRA until fully used in accordance with WFP's regulations, rules, directives and procedures.

3 Justification and reporting

- 3.1 The administration of the IRA shall be governed by the Financial Rules and Regulations of the WFP. The use of the funds contributed by Belgium to the IRA 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 WFP's Financial Regulations and Rules, and other applicable directives.
- 3.3 The Government of Belgium will also be provided with an annual financial situation report for the IRA and certified by the WFP Finance Division.

4. Visibility

When appropriate, WFP undertakes to guarantee the visibility of the contribution of the Belgian government, which shall be given proper publicity, at the level of the population, the local authorities, other donors, as well as at the level of the media. In its reports, and whenever possible towards the beneficiaries, WFP shall indicate that the contribution to IRA of 2.500.000 EUR has been made by the "Belgian government".

5. Interpretation and dispute

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. 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 WFP or DGD giving three months written notice.



6. Correspondence

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

For WFP: WFP Headquarter Rome Via Cesare Giulio Viola, 68/70 00148 Rome Italy	For Belgium: Federal Public Service of Foreign Affairs - Directorate- General for Development Cooperation (DGD) Rue des Petits Carmes, 15 1000 Brussels- Belgium
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Yours faithfully,



Frank Vandenbroucke

