



KINGDOM OF BELGIUM

Minister of Development Cooperation
and Major Cities Policy

D5.1 – Humanitarian Aid

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Chulmin Kang
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your communication of	your reference	our reference	date
		D5.1/AVG/HUM01.01.02.04/2023/3695/1 to be quoted in all correspondence	

**Re: Belgium's voluntary Contribution to the Central Emergency Response Fund 2023-2024 - CERF/
OCHA - 34.000.000 EUR - FF/2023/03**

Dear Sir

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 and Humanitarian Aid (DGD) has foreseen a contribution of 34.000.000 EUR for a two-year period (2023-2024) to the Central Emergency Response Fund (CERF), under the "Terms and Conditions of the Contribution" as stated in this letter.

Please find enclosed a copy of the Ministerial Decree awarding 34.000.000 EUR for a 2-year period (2023-2024), with an annual payment of 17.000.000 EUR.

Terms and Conditions of the Contribution

1. Payment conditions

1.1. The contribution will be paid in two installments:

-The first installment will be paid upon receipt of OCHA's written acceptance of the terms and conditions described in this letter, together with a formal claim of the payment of the contribution stating OCHA's bank account.

-The second installment will be paid in 2024, upon reception of a payment request stating OCHA's bank account, the last available annual report and the last available consolidated financial and audit report.

1.2. The payment will be done into the following bank account with the mention "CERF":

Bank	JP Morgan Chase Bank 270 Park Avenue, New York, NY 10017 USA
Account name	UN General Trust Fund
Account number	485-00-1969
ABA Code	021-000-021
SWIFT code	CHASUS33
Reference	Belgium's Contribution to CERF 2023-2024
Special instruction	Do not charge the beneficiary

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. (to be repeated for the next claim for payment in 2024)."

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. Funds made available by Belgium shall be exclusively used for the purpose of the CERF of OCHA.



- 2.2. The administration of the contribution and procurement of goods and services shall be governed by United Nations Financial Regulations and Rules, as set out in the Secretary-General's Bulletin of 1 January 2020, entitled 'Establishment and Operation of the Central Emergency Response Fund'.
- 2.3. In any case, eligible expenses will only start at the date of signature of the Ministerial decree awarding the funds. While this contribution is normally spent within the course of one year starting from that date, any unspent portion of the grant will remain in the fund's budget until fully used in accordance with the Secretary-General's Bulletin of 1 January 2020.
- 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. OCHA, and its implementing partners, will take all reasonable and adequate steps to prevent sexual exploitation, abuse and harassment ("SEAH") of any person linked to the delivery of this Agreement by both its employees and any implementing partner and respond appropriately when reports of SEAH arise, including the protection of any potential victim, in accordance with United Nations regulations, rules, policies and procedures. OCHA, through OIOS, will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary -General's reporting mechanism (the "Report"). When OCHA 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 OCHA and DGD, OCHA will promptly notify DGD of the report made and the relevant arrangement number, if applicable and provide information containing the level of details that OCHA is aware of. OCHA shall also set up the necessary signaling and detection mechanisms and protect whistleblowers, in accordance with the Secretary-General's bulletin ST/SGB/2017/Rev1: Protection against retaliation for reporting misconduct and for cooperating with duly authorized audits or investigations, and the OCHA Standard Operating Procedures on Sexual Misconduct of August 2020.
- 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's 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.
- 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 and managed in accordance with United Nations rules, regulations, policies and procedures. Matters relating to the transfer of ownership by OCHA shall be determined in accordance with the relevant policies and procedures of the United Nations.
- 2.11. While this contribution is normally spent within the biennium in which it is allocated, any unspent portion of the grant will remain in CERF's budget until fully used in accordance with OCHA's regulations, rules, directives and procedures

3. Justification and reporting

- 3.1. OCHA shall record in its accounts the value of the Belgian contribution in dollars at the United Nations official rate of exchange prevailing at the time of receipt of the contribution and shall keep proper financial records in accordance with its financial rules and regulations.
- 3.2. OCHA shall prepare for the contributing donors an annual narrative report on the activities funded by the CERF. The report shall not be specific in respect of the Belgium contribution and will include components that are not funded by Belgium.
- 3.3. The Government of Belgium will also be provided with an annual financial situation report for the CERF and certified by the finance department of OCHA.

4. Visibility

When appropriate, OCHA 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, OCHA shall indicate that the contribution to the CERF of 34.000.000 EUR has been made by the "Belgian government".

5. Interpretation and dispute

- 5.1. 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.
- 5.2. 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.

6. Correspondence



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

For OCHA

CERF Secretariat, OCHA
UN Headquarters
New York N.Y. 10017
Tel. (1) 212 963 1312

For Belgium

Permanent Mission of Belgium to the United Nations
New York
Tel. (1) 212 378 6300

Yours Faithfully,

Caroline Gennez

Enclosure(s):
- Copy of the Ministerial Decree

