



KINGDOM OF BELGIUM
Minister of Development Cooperation
and Major Cities Policy

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our reference
D5.1/IC/HUM.04.02.04.2023.05/4772/1
to be quoted in all correspondence

date
09 JUNI 2023

**Subject: Belgium's voluntary contribution to WFP's Immediate Response Account 2023-2024 –
10.000.000 EUR – FF/2023/05**

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 a contribution of 10.000.000 EUR for the period 2023-2024 to WFP's Immediate Response Account (IRA), under the "Terms and Conditions of the Contribution" as stated in this letter.

Please find enclosed a copy of the Ministerial Decree awarding 10.000.000 EUR for the period 2023-2024, with an annual payment of 5.000.000 EUR.

Terms and Conditions of the Contribution

1. Payment conditions

1.1. The contribution will be paid in two installments:

Wetstraat 23, 1000 Brussel
Mail: info@gennez.fed.be • <https://diplomatie.belgium.be>
Twitter: @MFABelgium • Facebook: [Diplomatie.belgium](https://www.facebook.com/Diplomatie.belgium) • Instagram: @BelgiumMFA

.be

-The first installment will be paid 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.

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

The contribution made hereunder shall comprise multi year funding support to WFP, which shall be recorded and programmed by WFP in accordance with the payment schedule set forth above.

- 1.2. The payment will be done into the following bank account:

Account Name	UNITED NATIONS-WORLD FOOD PROGRA
Bank	Citibank Europe Plc, Belgium Branch Tribes Central Station, Rue des Colonies, 56 1000 Brussels, Belgium
SWIFT Code	CITIBEBX
IBAN	BE62 5706 2677 5561

- 1.3. WFP's written acceptance of the terms and conditions described in this letter shall be sent to: SPF Affaires étrangères, Commerce extérieur et Coopération au Développement - DGD (D5, Directorate Humanitarian Aid and Transition) - Rue des Petits Carmes, 15 - 1000 Bruxelles.
- 1.4. The formal claim for the payment of the contribution shall be sent to : invoice@diplobel.fed.be with D5.1@diplobel.fed.be in copy. WFP's formal claim for payment has to state WFP's bank account for payment, as mentioned above under 1.1. which is 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 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. Funds made available by Belgium shall be exclusively used for the replenishment of the following humanitarian fund: Immediate Response Account (IRA).
- 2.2. The administration of the contribution and procurement of goods and services shall be governed by WFP's Regulations and Rules, which shall mean WFP's General Regulations and General Rules, Financial Regulations and Financial Rules, internal policies, circulars, directives, manuals, procedures, internal practices and legal framework, as applicable.
- 2.3. However, no foods derived from biotechnology (GM/Biotech Foods) shall be bought with this contribution.



- 2.4. In any case, eligible expenses will only start at the date of signature of the Ministerial decree awarding the funds.
- 2.5. Any modification of the present agreement shall be officially requested to the Director General of the DGD and must receive its written approval.
- 2.6. 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 WFP's Regulations and Rules.
- 2.7. Special attention shall be provided to the implementation of WFP's gender policy.
- 2.8. Food shall be bought locally and possibly through the P4P program when possible and appropriate.
- 2.9. The Parties agree to apply the final harmonized SEAH language of July 2021 as set forth in the Annex I 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.
- 2.10. 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's 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).
- 2.11. 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.
- 2.12. 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.
- 2.13. While this contribution is normally spent within the biennium in which it is allocated, any unspent portion of the grant will remain in IRA's budget until fully used in accordance with WFP's Regulations and Rules.



3. Justification and reporting

- 3.1. Each installment of the contribution shall be recorded by WFP, for accounting purposes, in the equivalent United States Dollar (USD) value at the prevailing United Nations operational rate of exchange applicable on the date of written confirmation of the contribution by Belgium.
- 3.2. WFP shall prepare for the contributing donors an annual narrative report on the activities funded by the IRA (WFP Annual Report on Flexible Funding). 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 the annual "Report on the utilization of WFP's strategic financing mechanisms", which includes the list of all IRA allocations and contributions to the IRA.
- 3.4. The contribution shall be subject exclusively to the internal and external auditing procedures provided for in WFP's Regulations and Rules.

4. Visibility

When appropriate and in line with WFP's Regulations and Rules, 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 10.000.000 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 WFP 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 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.



6. Correspondence

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

Directorate-General for Development Cooperation (DGD)
Federal Public Service of Foreign Affairs
Rue des Petits Carmes, 15
1000 Brussels- Belgium

Yours Faithfully,



Caroline Gennez
Minister of Development Cooperation and Major Cities Policy

Enclosures: Copy of the Ministerial Decree

