



KINGDOM OF BELGIUM

Minister of Development Cooperation
and Major Cities Policy

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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/LA/HUM.04.02.04/2023.08/9212/1

15.11.2023

to be quoted in all correspondence

Object: Belgium's Contribution to the Ukraine Humanitarian Fund 2023 - OCHA - 7.000.000 EUR - FF/2023/08

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 7.000.000 EUR for 2023 to the Ukraine Humanitarian Fund under the "Terms and Conditions of the Contribution" as stated in this letter.

Please find enclosed a copy of the Ministerial Decree awarding 7.000.000 EUR to the above mentioned humanitarian fund for 2023.

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 Ukraine Humanitarian Fund".

Bank :	UBS AG
Bank Address :	Rue du Rhône 8 Case Postale 2600 CH-1211 Geneva 2 Switzerland
Account name :	UNITED NATIONS (CHUB7)
IBAN :	CH85 0024 0240 FP10 0381 0
Account number :	240-FP100381.0
Bank number :	240
SWIFT code :	UBSW CH ZH 80A
Reference for 2023 payment:	OCT#75700

- 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, sent by post or e-mail to D5.1@diplobel.fed.be.
- 1.4.** The formal claim for the payment of the contribution, to be sent to: invoice@diplobel.fed.be. 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. OCHA commits to communicate any update information on the proposal to the DGD (D5, Directorate Humanitarian Aid and Transition).



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
2023	7.000.000 EUR	Ukraine Humanitarian Fund

2.2. The administration of the contribution and procurement of goods and services will be governed by the UN’s Financial Rules and Regulations, the Country-based Pooled Funds Global Guidelines (2022), and in the specific Terms of Reference of each of these funds. The cost of administration and any other expenses incurred by OCHA directly or to the project will not exceed 3%.

2.3. In any case, 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 will be officially requested to the Director General of the DGD and must receive its written approval.

2.5. Special attention will 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 UN 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 detail 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 UN rules, regulations , policies and procedures, and with the CBPFs Global Guidelines. OCHA will also inform DGD on the measures taken by the organization to mitigate and resolve the identified problem(s).

2.8. DGD 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. DGD 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 will be vested in OCHA and managed in accordance with UN rules, regulations, policies and procedures. Matters relating to the transfer of ownership by OCHA will be determined in accordance with the relevant policies and procedures of the UN.
- 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. OCHA will record in its accounts the value of the Belgian contribution in dollars at the UN official rate of exchange prevailing at the time of receipt of the contribution and will keep proper financial records in accordance with its financial rules and regulations.
- 3.2. OCHA will prepare for the contributing donors an annual narrative report on the activities funded by the CBPF. The report will not be specific in respect of the Belgium contribution and will include activities from all donors' contributions.
- 3.3. The Government of Belgium will also be provided with an annual financial situation report for the CBPF under this agreement and certified by the finance department of OCHA.

4. Visibility

- 4.1. When appropriate, OCHA undertakes actions to guarantee the visibility of the contribution of the Belgian government, which will be given proper publicity. In its reports OCHA will indicate that a one-year contribution of 7.000.000 EUR to the Ukraine Humanitarian Fund 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 will be settled by negotiation or by any other non-judicial means including arbitration, as agreed upon by OCHA and DGD.
- 6.2. 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, will not be affected by the termination.

7. Correspondence

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,



Caroline Gennez
Minister of Development Cooperation and Major Cities Policy

Enclosure(s): Copy of the Ministerial Decree



