



**KINGDOM OF BELGIUM**

Minister of Development Cooperation  
and Major Cities Policy

**Ms. Amy E. POPE**

**Director-General of IOM**  
International Organization for Migration  
17 Route des Morillons  
P.O. Box 17  
CH- 1211 Geneva 19  
Switzerland

your communication of

your reference

our reference

date

D0\_Migration/DD/MUL.17.02.02/2023

20.11.2023

to be quoted in all correspondence

**Re: IOM – Contribution to the project Sustainable Water Supply System Recovery For Upstream Communities Affected By The Kakhova Dam Breach – BA 14 54 31 35.40.02 – 2023 – 2.000.000 EUR – IN 4879**

Dear Ms. Pope,

I have the pleasure to inform you that the Government of Belgium, through its Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation – Directorate-General for Development Cooperation (DGD) has decided to make available to IOM a financial contribution of an amount of 2.000.000 EUR, for the project “Sustainable Water Supply System Recovery For Upstream Communities Affected By The Kakhova Dam Breach”.

This contribution is to be used under the Terms and Conditions as stated in this letter.

Please find enclosed a copy of the Royal Decree awarding 2.000.000 EUR to IOM.

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

### **1. In accordance with the Framework Arrangement**

**1.1** The provisions applicable to the Framework Arrangement signed between IOM and the Government of Belgium on September 22nd, 2016 (hereinafter the "Framework Arrangement"), apply to the present Terms and Conditions of the Contribution. The Framework Arrangement and the specific conditions set forth below apply to this contribution.

### **2. Payment conditions**

**2.1** The payment of the Contribution will be transferred into IOM's bank account:

Bank Name: CITIBANK, N.A., LONDON

Address: Citigroup Centre, Canary Wharf, London E14 5LB, United Kingdom

SWIFT Code / BIC: CITIGB2L

Account Name: International Organization for Migration, OIM/IOM

EUR Account Number: 10810614

IBAN: GB57 CITI 1850 0810 8106 14

**2.2** The Contribution will be paid in one installment upon receipt of

- IOM's written acceptance of the terms and conditions described in this letter, to be sent to the Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation – D0\_Migration – Rue des Petits Carmes, 15 – 1000 Bruxelles.
- A formal request for the payment of the contribution stating IOM's bank account for payment as mentioned under 2.1

A copy of all documents will be send also by email to the person in charge of your file, as mentioned in the header of this letter.

**2.3** This letter of the Belgian Minister for Development Cooperation, the written acceptance by IOM of the terms and conditions specified in this letter, and the IOM narrative project proposal "Sustainable Water Supply System Recovery For Upstream Communities Affected By The Kakhova Dam Breach", as well as the "IOM Ukraine\_Kakhova Dam Response\_Budget" constitute the specific agreement for the award and use of the contribution. IOM commits to communicate any updated information on the proposal to the DGD (D0\_Migration – Service of the Special Envoy on Migration, Directorate-General Development Cooperation and Humanitarian Aid).

### **3. Administration of the contribution**

**3.1** The Contribution covers a duration of 12 months, starting from the date of signature of the Royal Decree.

**3.2** The Contribution shall be exclusively used for the activities described in the IOM narrative project proposal.

**3.3** The Contribution shall be managed by IOM in accordance with its financial regulations and other applicable rules, procedures and practices as stipulated in paragraph 4.4. e) of the Framework Arrangement.



**3.4** IOM will carry out the monitoring, evaluation and reporting function in accordance with the paragraphs 4.4. h) and i) of the Framework Agreement.

**3.5** Any modification of the present agreement and proposal, shall be officially requested to the Director General of the DGD and must receive its written approval. Requests for extension of the project duration have to be submitted at least two months before the projects initial end date.

#### **4. Justification, reporting and refunding**

**4.1** IOM shall justify the use of the Contribution by providing standardized annual activity and financial reports, carried out in accordance with paragraphs 4.4. e) and i) of the Framework Agreement, in particular for earmarked contributions based on specific programs and projects.

**4.2** The contribution shall be subject exclusively to the internal and external auditing procedures provided in paragraphs 4.4. e) and h) of the Framework Arrangement. If the external Auditor's audit opinion should include observations about the way the Contribution is used, IOM commits to inform the DGD in this regard and to update the DGD of its answer and potential actions to correct the situation.

**4.3** IOM will, without prejudice to its privileges and immunities, provide as soon as possible information relating to any instances of credible allegation of fraud or corruption with regards to an earmarked contribution in accordance with its internal oversight and accountability mechanisms. IOM's obligation to provide information is subject to the condition that such notification shall not, in the opinion of IOM, jeopardize the proper conduct of an investigation into credible allegations or the safety or security or due process and privacy rights of the individuals involved. Any information provided to the Government of Belgium shall be treated by the Government of Belgium as strictly confidential and shall be restricted on a legitimate "need to know" basis.

**4.4** Article 4.4. f) of the Framework Arrangement signed between IOM and the Government of Belgium on September 22<sup>nd</sup>, 2016 applies to any unspent balances at the time of the financial closing of the project.

#### **5. Visibility, interpretation and dispute**

**5.1** Where appropriate and in line with its rules, IOM will refer to the Contribution with regards to the project or its activities in publications, speeches, press releases or similar communications. IOM will also inform the DGD of these communications by sending an email to the person in charge of your file mentioned under the heading of this letter.

**5.2** Any dispute concerning the interpretation or implementation of the Contribution shall be settled by negotiation, as agreed upon by IOM and DGD.

**5.3** If, any time, a Party determines that the purpose of this agreement can no longer be effectively or appropriately carried out, the present agreement may be terminated at the initiative of either IOM or DGD giving thirty (30) days written notice. Contractual obligations entered into force between IOM and any third party prior to the receipt of the notice of termination, shall not be affected by the termination.



## 6. Consultation

IOM shall provide the representatives of the Federal Public Service of Foreign Affairs, Foreign Trade and Development Co-operation, on request and within the frame of IOM's rules and regulations, with information concerning the use of the Contribution and the progress of the project.

## 7. Correspondence

The offices responsible for all matters related to Specific Agreement are:

### For IOM

International Organization for  
Migration  
Route des Morillons, 17  
CH-1217 Geneva  
Switzerland

### For Belgium

Permanent Mission of Belgium to the UN in  
Geneva  
Rue de Moillebeau, 58  
CH-1209 Geneva  
Switzerland

Controller/Director  
Department of Financial  
Administrative Management  
Joseph S. Appiah

Directorate-General Development  
Cooperation and Humanitarian Aid  
Special Envoy on Migration and Asylum  
Hugo Verbist ([hugo.verbist@diplobel.fed.be](mailto:hugo.verbist@diplobel.fed.be))  
Rue des Petits Carmes, 15  
1000 Brussels  
Belgium

Yours faithfully,



Caroline Genez

Enclosure(s): copy of the Royal Decree

