



KINGDOM OF BELGIUM  
Minister of Development Cooperation  
and Major Cities Policy

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your communication of	your reference	our reference	date
		D5.1/AK/HUM.04.01.04/2023.01/12212/1 to be quoted in all correspondence	

**Object: Voluntary contribution to the general budget of UNRWA 2023**

Dear Sir,

*Dear Philippe,*

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 (hereinafter referred to as the "DGD") has foreseen a contribution of two million (2.000.000) EURO as a financial contribution to the regular resources of UNRWA, under the "Terms and Conditions of the Contribution" as stated in this letter.

The contribution of 2.000.000 EUR will be paid in one installment in 2023. Please find enclosed a copy of the Ministerial Decree awarding 2.000.000 EUR for the year of 2023.

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

### **1. Payment conditions**

1.1. The contribution will be paid in one installment:

- The installment will be paid upon receipt of UNRWA's written acceptance of the terms and conditions described in this letter, together with a formal claim of the payment of the contribution stating UNRWA's bank account.
- UNRWA's formal claim for the payment of the contribution to be sent to: [invoice@diplobel.fed.be](mailto:invoice@diplobel.fed.be), stating UNRWA's bank account for payment, as mentioned below under 1.2.

1.2. The payment of the contribution will be done into the following UNRWA bank account:

Bank	Bank Austria
Account Number	00290 573 500
SWIFT Code	BKAUATWW
IBAN	AT391100000290573500

1.3. UNRWA's written acceptance of the terms and conditions described in this letter, **to be addressed to** SPF Affaires étrangères, Commerce extérieur et Coopération au Développement - DGD (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](mailto:D5.1@diplobel.fed.be).

### **2. Use and administration of the contribution**

- 2.1. The contribution is provided to the Agency to support its activities, operations and services and may be applied at the Agency's discretion, in whole or in part, to support and/or supplement activities, operations and services conducted under its Programme, Emergency Appeals and/or Projects Budgets.
- 2.2. Administration of the contribution and procurement of goods and services will be governed by UNRWA's Financial Rules and Regulations.
- 2.3. In any case, eligible expenses will only start at the date of signature of the Ministerial decree awarding the funds.
- 2.4. In administering the contribution, due regard will be provided to the implementation of UNRWA's Gender Equality Strategy 2016-2021, which is still in effect.
- 2.5. UNRWA will take all reasonable steps in accordance with UNRWA's regulations, rules, directives, and procedures, to prevent sexual exploitation and abuse ("SEA") and sexual harassment ("SH"). UNRWA will report to the DGD any credible allegations of SEA and SH warranting an investigation by UNRWA through its existing reporting mechanisms (annual report by the UNRWA Department of Internal Oversight Services - DIOS). The DGD will also promptly be notified of any credible allegations of SEA warranting an investigation by UNRWA through the SG's reporting mechanism on SEA. In addition,



and where UNRWA has determined that credible SH allegations of an egregious nature exist that would have a significant impact on the partnership between UNRWA and the DGD, UNRWA will promptly notify the DGD and provide information containing the level of detail that UNRWA is aware of and as found in the existing reporting mechanisms. UNRWA's reporting to the DGD will in all cases be subject to considerations of security, data protection, and due process, and be provided to the DGD in accordance with UNRWA's regulations, rules, directives, and procedures.

- 2.6. Subject to and in accordance with UNRWA's regulations, rules, directives and procedures, UNRWA commits to inform the DGD in case of credible allegations or substantiated cases of fraud or corruption affecting the Agency's program budget, provided however that such notification would not, in the opinion of the Department of Internal Oversight Services (DIOS), jeopardize the proper conduct of the investigation into such allegations or the due process rights of the individuals involved. UNRWA will also inform the DGD on the outcome of such investigations, provided that such information would not in the opinion of the Agency, jeopardize the proper conduct of the investigation into such allegations or the due process rights of the individuals involved.
- 2.7. 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.
- 2.8. Ownership of equipment, supplies and other property financed from the contribution will be vested in UNRWA. Matters relating to the transfer of ownership by UNRWA will be determined in accordance with the relevant policies and procedures of UNRWA.
- 2.9. While this contribution is normally spent within the year in which it is allocated, any unspent portion of the grant will remain in UNRWA's general fund until fully used in accordance with UNRWA's regulations, rules, directives and procedures.
- 2.10. Any modification of the present agreement will be officially requested to the Director General of the DGD and must receive its written approval.

### **3. Justification and reporting**

- 3.1. UNRWA will justify the use of these funds by providing standardized annual activity and financial reports. These reports will be made in accordance with the Statutes of the organization.
- 3.2. The staff of UNRWA responsible for and in charge of the implementation of the program and project which are the object of the Belgian contribution, will provide the representatives of the Belgian Development Cooperation, on request, with every information concerning the use of the funds object of this letter as well as regarding the progress of the program and project.



#### 4. Interpretation and dispute

- 4.1 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 UNRWA and DGD.
- 4.2 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 UNRWA or DGD giving three months written notice. Nevertheless contractual obligations entered into force between UNRWA and any third party prior to the receipt of the notice of termination, will not be affected by the termination.

#### 5. Consultation

- 5.1 Upon request and as coordinated with UNRWA, donor representatives will be welcome to participate in program reviews and evaluations, at the donors own expense.
- 5.2 UNRWA and DGD will organize a bilateral consultation every two years to discuss UNRWA general policies and priorities as well as the progress in the implementation of activities financed by DGD.
- 5.3 DGD takes note of the UNRWA's implementation of the Grand Bargain commitments, highlighted in the Grand Bargain self-reports.
- 5.4 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, DGD will consequently and systematically discuss this topic during its meetings and consultations with all relevant stakeholders in the humanitarian ecosystem.



## 6. Correspondence

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

For UNRWA  
External Relations Department  
UNRWA Headquarters

For DGD  
Consulate General of Belgium  
Jerusalem

Yours Faithfully,



Caroline Gennez

Enclosure(s): Copy of Ministerial Decree

