



ROYAUME DE BELGIQUE
Service public fédéral
Affaires étrangères,
Commerce extérieur et
Coopération au Développement

D5.1 – Humanitarian Aid unit

Your contact person:
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Ms Maghild Vasset
Director of Field Operations
Norwegian Refugee Council
Prinsensgate 2
0152 Oslo
Norway

nos références

date

D5.1/ct/HUM.04.04.01/2017.16/2017/14329/1

16 OCT. 2017

à mentionner dans toute correspondance

**Humanitarian Aid (AB 54 52.35.60.83 – PJ/2017/16) -
Grant to NRC, Norwegian Refugee Council – "Strengthening capacity for use
of cash- and market based responses in humanitarian action" – 492.368 EUR
(PJ/2017/16)**

Dear Ms Vasset

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 decided to make available to the Norwegian Refugee Council (NRC), the amount of 492.368 EUR, for the following project, under the Terms and Conditions of the Contribution as stated in this letter:

- "Strengthening capacity for use of cash- and market based responses in humanitarian action" - 492.368 EUR.

Please find enclosed a copy of the Ministerial Decree awarding 492.368 EUR to NRC.

minutée par 7.9.17 Claire Terlinden 	nom et visa du chef de service Silvia Croes 	nom et visa du directeur Peter Van Acker 		.be
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TERMS AND CONDITIONS OF THE CONTRIBUTION

1. Payment conditions

1.1 The payment of the contribution will be done into NRC's bank account:

Bank : DNB
P.O. Box 1600 Sentrum
0021 Oslo Norway
Account number : 5210.60.70365
Code SWIFT : DNBANOKKXXX
IBAN : NO31 8210 6070 365

1.2 The contribution will be paid in one installment, upon receipt of:

- NRC's written acceptance of the terms and conditions described in this letter addressed to the General Director of the DGD (Att: D5, Thematic Direction) – Rue des Petits Carmes, 15 – 1000 Bruxelles.

- NRC's formal claim for the payment of the contribution stating the bank account for payment, as mentioned above under 1.1, addressed to FPS Foreign Affairs, International Trade and Development Cooperation – Direction d'encadrement B&B – Rue des Petits Carmes, 15 – 1000 Bruxelles

These two documents will also be sent by email to the person in charge of your file in the Humanitarian aid unit mentioned in the header of this letter.

1.3 This letter, the written acceptance by NRC of the terms and conditions specified in this letter, the formal claim of NRC for the payment of the contribution and the written project proposal " Strengthening capacity for use of cash- and market based responses in humanitarian action", constitute the specific agreement for the award and use of the subsidy.

2. Administration of the contribution

2.1 The contribution covers a period of 12 (twelve) months starting from the date of signature of the Ministerial Decree awarding the grant.

2.2 The contribution shall be managed and the activities shall be carried out in accordance with the Law on Development Cooperation of March 19th 2013 modified by the law of January 9th 2014 and the Royal Decree on Humanitarian aid of April 19th 2014, modified by the Royal Decree of June 14th 2017.

2.3 The activities shall be carried out in accordance with the proposal sent to the Humanitarian aid unit on the 20th of July 2017. Therefore, the contribution shall be used in accordance with the foreseen objectives and the budget as written here after under 2.4.



2.4 The budget of the intervention is:

Code	Type of expenditure	Total (EUR)
4	Project materials, goods, services, implementing partner costs	23.626
45	Seminar and teaching costs	10.989
46	Contractor and subcontractor services	12.637
5	Personnel Costs	336.040
50	Salary expat salary agreements	240.776
52	Salary local staff	310.868
	Other costs & benefits/insurance	88.670
6	Premises, communication	94.945
63	Premises costs	94.945
7	Total costs travel, transport, etc	12.088
71	Travel expenses	12.088
	Total direct costs (excluding indirect costs)	466.699
	5,5 % indirect costs	25.668
	Total project costs	492.368

2.5 Any modification of more than 15% in the main categories of expenses shall be officially requested to the Director General of the DGD before the end of the project and must receive a written approval.

2.6 Maintaining the maximum duration of 18 months, as prescribed for the funding of international NGOs, one no-cost extension of maximum 6 months can be requested to the Director of the Thematic Directorate (D5) before the end of the project and must receive a written approval.

2.7 Any modification of the objectives of the project shall be officially requested to the Director of the Thematic Directorate (D5) and must receive a written approval.

2.8 All charges exceeding the amount of 492.368 EUR, including exchange rate charges, are NRC's own responsibility.

2.9 Any local, national, regional or international purchase exceeding the amount of 30.000 EUR (VAT excluded) shall be subjected to the comparative assessment of tenders from 3 different suppliers. The tender offering the best value shall be selected. If for specific reasons inherent to the context of the intervention, it is not possible to meet the obligation of comparative assessment as described in the preceding paragraph, the organization needs to request for a derogation of this procedure, clearly justified, to the Director of the Thematic Directorate Humanitarian Aid and Transition (D5) of DGD.

2.10 If at the end of the intervention there are material, equipment or items, financed with this contribution, that were not distributed, NRC shall inform the DGD and suggest ways to use them.

2.11 Assignment of a receivable is forbidden.



3. Justification, reporting and refunding

3.1 NRC shall justify the use of these funds by providing, no later than 3 months after the end of the intervention, a final report comprising:

1° A final narrative report which shall have a focus on results and shall mention initial objectives, results achieved, challenges faced and solutions found. Should some activities not have been carried out, the report will highlight the reasons, the measures taken to mitigate the challenges and the way the funding has been used for the implementation of other activities. The final narrative report shall also mention the amendments to the specific agreement, including the rationale and their impact on the implementation of the activities.

2° A financial report which shall present the real expenses that occurred during the implementation of the financed activities, keeping the same structure than in the initial budget as agreed by the DGD.

This report shall state the total amount of contributions received for this project, including contributions of other donors.

3° A final evaluation on the use of the contribution.

4° An external audit report.

A soft copy will be sent for information to the person in charge of your file mentioned in the header of this letter.

3.2 NRC commits to inform the DGD in case of – suspected – active or passive fraud or corruption as well as the measures the organization has taken in order to mitigate and resolve the identified problem.

3.3 External audit report and external or internal evaluation report shall be sent together with the final reports.

3.4 The original expenses documentation (receipts, vouchers, bank statements,...) related to this contribution will be kept at NRC's headquarters, at the disposal of the FPS Foreign Affairs, International Trade and Development Cooperation.

3.5 All supporting documentation as mentioned under 3.1, 3.2 and 3.3 shall be officially sent to:

FPS Foreign Affairs, International Trade and Cooperation Development
DGD – D5 – Humanitarian aid and Transition
Rue des Petits Carmes, 15
1000 Bruxelles

3.6 The reports will be certified "true and complete" by the legal representative of your organization.

3.7 NRC's representatives should be able to provide the representatives of the Embassy of Belgium with all information concerning the use of the funds resulting from this grant and the progress of the above mentioned intervention.



4. Visibility, interpretation and dispute

4.1 Where appropriate and in line with a principled humanitarian action, not putting at risk the access to the beneficiaries, the beneficiaries and humanitarian workers security, NRC will acknowledge the Belgian contribution in publications, speeches, press releases or similar communications on the project or its activities.

4.2 NRC commits to provide, if possible, a brief press release to the Humanitarian aid unit (D5.1) in order to ensure the visibility of this contribution on DGD's and NRC's websites.

4.3 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 the NRC and DGD.

4.4 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 NRC or DGD giving three months written notice. Nevertheless contractual obligations entered into force between NRC and any third party prior to the receipt of the notice of termination, shall not be affected by the termination.

5. Consultation

5.1 The staff of NRC responsible for and in charge of the implementation of the project which is the object of the Belgian contribution, shall provide the representatives of the Belgian Development Cooperation, upon request, with every information concerning the use of the funds object of this letter as well as regarding the progress of the project.


5.2 Upon request and as coordinated with NRC, donor representatives will be welcome to participate in program reviews and evaluations, at the donors own expense.

6. Correspondence

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

For NRC
NRC Headquarter
Oslo

For Belgium
DGD – Humanitarian aid unit (D5.1)
Ministry of Foreign Affairs
Brussels



Alexander De Croo

Annexe(s):

- Copy of the Ministerial Decree.



