



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

MINUTE - 28/03/18 - Coulon Véronique – D5.1
Service Humanitaire (D5.1)

Votre personne de contact:
Tine Meyfroodt
Tel: 02 501 44 13
E-mail: tine.meyfroodt@diplobel.fed.be

Monsieur Alexander De Croo
Vice-Premier Ministre et Ministre de la Coopération au
Développement, de l'Agenda numérique, des
Télécommunications et de la Poste

à

la Représentation permanente de la Belgique
auprès de l'Office des Nations Unies (O.N.U.) et des
institutions spécialisées

à Genève

N5 USAGE INTERNE

nos références

D5.1/TM/HUM.04.01.01/MU/2018/04/3120/2

n° d'ordre Copie à date

13

29 MAART 2018

Objet: Contributions au budget général de l'UNHCR pour un engagement sur 3 ans (2018-2020) de 24.000.000 EUR, avec une liquidation de 8.000.000 EUR par an – A.B. 14 54 52.35.40.81 – MU/2018/04

Veuillez trouver ci-joint 1 exemplaire original de la lettre-convention signée par le Ministre, ainsi que la copie de l'arrêté ministériel octroyant le subside de 24.000.000 EUR à l'UNHCR, pour trois années.

Je vous saurais gré de transmettre ces documents à l'organisation et d'assurer la bonne réception de leur accord sur les termes de la lettre-convention.

Je vous prie également de nous transmettre leur lettre de créance demandant le versement de ce subside assorti du compte de l'organisation (avec mention du numéro IBAN et SWIFT).

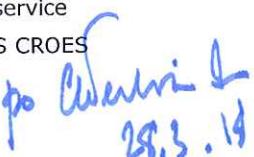
Ce document nous permettra de démarrer la procédure de libération de ces fonds.

Dans ce but, je me permets de rappeler que les **déclarations de créance** doivent être impérativement envoyées au **Service B&B** pour leur inscription officielle (Avec copie informative au service gestionnaire, D5.1).

Merci d'avance pour votre collaboration.

Peter VAN ACKER
Directeur D5

Annexes :- 1 lettre-convention + 1 AM = ph

minutée par A VÉRI 	nom et visa du chef de service S CROES  28.3.18	nom et visa du directeur D5 P VAN ACKER 	.be
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KINGDOM OF BELGIUM

Deputy Prime Minister
Minister for Development Cooperation,
Digital Agenda, Post and Telecommunications

06 MARS 2018 CJ

MINUTE - 09/02/18 - Meyfroodt Tine - D5.1

D5.1 Humanitaire Hulp

Your contact person:
Tine Meyfroodt
Tel: 02 501 44.13
E-mail: tine.meyfroodt@diplobel.fed.be

**Mr Filippo GRANDI
United Nations High Commissioner for
Refugees (UNHCR)**

UNHCR Geneva Head Office
Case Postale 2500
CJ-1211 Genève 2
Suisse

our reference

D5.1/TM/HUM.04.01.01/2018/MU/04 13120/1

to be quoted in all correspondence

date

28/03/2018

Dear High Commissioner,

Objet: Voluntary contribution to the general budget of UNHCR 2018-2020

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 twenty four million (24.000.000) EURO for a three year period, covering 2018, 2019 and 2020 as a multiyear financial contribution to the regular resources of UNHCR, Office of The United Nations High Commissioner for Refugees, under the "Terms and conditions of the contribution" as stated in this letter.

The contribution of 24.000.000 EUR will be paid in three installments as follows : 8.000.000 EUR in 2018, 8.000.000 EUR in 2019 and 8.000.000 EUR in 2020.

Please find enclosed a copy of the Ministerial Decree awarding 24.000.000 EUR for a 3 years period (2018-2020), with an annual payment of 8.000.000 EUR.

TERMS AND CONDITIONS OF THE CONTRIBUTION

1. Payment conditions

1.1. The contribution will be paid in three installment:

- The first installment will be paid upon receipt of UNHCR's written acceptance of the terms and conditions described in this letter, together with a formal claim of the payment of the contribution stating UNHCR's bank account.
- The second and third installments will be paid in 2019 and 2020, upon reception of a payment request stating UNHCR's bank account, the last available annual report and the last available consolidated financial and audit report.

minutée par

Tine Meyfroodt

nom et visa du chef de service D5.1

Silvia Croes

nom et visa du directeur D5

Peter Van Acker

.be

1.2 The payment of the contribution will be done into UNHCR's bank account:

Bank's Name :	United Bank of Switzerland (UBS AG)
	Case postale 2770, 1211 Geneva 2, Switzerland
Bank Clearing:	240
Account Name :	UNHCR Voluntary Funds
Account Number :	FP10 2674 2
Swift Code :	UBSWCHZH80A
IBAN :	CH 72 0024 0240 FP10 2674 2

1.3 This letter of the Belgian Minister in charge of Development Cooperation and the written acceptance by UNHCR of the terms and conditions specified in this letter constitute the specific agreement for the award and use of the subsidy.

2. Use and administration of the contribution

- 2.1. The contribution shall only be used for any budgeted activities under the Global Appeals of UNHCR relevant for the period of the contribution (2018-2020).
- 2.2. Administration of the contribution and procurement of goods and services shall be governed by UNHCR's Financial Rules and Regulations and by the Financial Rules and Regulations of the United Nations.
- 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 shall be officially requested to the Director General of the DGD and must receive its written approval.
- 2.5. UNHCR commits to inform the DGD in case of (suspected) active or passive fraud or corruption. UNHCR will also inform DGD on the measures taken by the organization to mitigate and resolve the identified problem(s).
- 2.6. Ownership of equipment, supplies and other property financed from the contribution shall be vested in UNHCR. Matters relating to the transfer of ownership by UNHCR shall be determined in accordance with the relevant policies and procedures of UNHCR.
- 2.7. While this contribution is normally spent within the triennium in which it is allocated, any unspent portion of the grant will remain in UNHCR's general fund until fully used in accordance with UNHCR's regulations, rules, directives and procedures.

3. Justification and reporting

- 3.1. UNHCR shall justify the use of these funds within the framework of its global financial reporting system, through the UN General Assembly and the Office of Internal Oversight Services.
- 3.2. Within the framework of its overall reporting responsibilities to the member states, UNHCR shall submit at least one annual narrative progress report on the



implementation of its activities. UNHCR's annual Global Report can be considered as the requested annual narrative report.

- 3.3. The contribution shall be subject exclusively to the internal and external auditing procedures provided by UNHCR's Financial Rules and Regulations, and other applicable directives of UNHCR. If the External Auditors' audit opinion should include observations about the way the contribution, regulated by the present convention, is used, UNHCR commits to inform the DGD of it and to update the DGD of its answer and potential actions to correct the situation.
- 3.4. The staff of UNHCR responsible for and in charge of the implementation of the program and project which are the object of the Belgian contribution, shall 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. Visibility

- 4.1. When appropriate, UNHCR undertakes to guarantee the visibility of the contribution of the Belgian government, which shall be given proper publicity, at the level of the targeted population, the local authorities, other donors, as well as at the level of the media. In its reports, and whenever possible towards the beneficiaries, UNHCR shall indicate that a three year contribution to UNHCR of 8.000.000 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 UNHCR 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 UNHCR or DGD giving three months written notice. Nevertheless contractual obligations entered into force between UNHCR and any third party prior to the receipt of the notice of termination, shall not be affected by the termination.

6. Consultation

- 6.1 Upon request and as coordinated with UNHCR, donor representatives will be welcome to participate in program reviews and evaluations, at the donors own expense.
- 6.2 UNHCR and DGD will organize a bilateral consultation every two years to discuss UNHCR general policies and priorities as well as the progress in the implementation of activities financed by DGD.
- 6.3 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. Moreover, the effective translation of these commitments into concrete



action will be taken into account when Belgium will decide on its new financing cycle for core contributions (2021-2023).

7. Correspondence

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

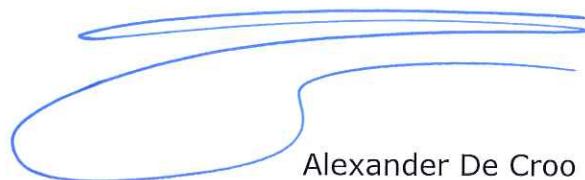
For UNHCR

The UNHCR Geneva Head Office

For Belgium

The Permanent Mission of Belgium to the
United Nations in Geneva

Yours Faithfully,



Alexander De Croo

Enclosure: Belgian Ministerial Decree



Finance Tower • Boulevard du Jardin Botanique 50/61, B-1000 Brussels
Tel. +32 2 792 99 00 • Fax +32 2 792 99 01 • Mail: info@decroo.fed.be
<http://diplomatie.belgium.be> • Twitter: @MFABelgium • Facebook: Diplomatie.Belgium

