



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

MINUTE - 28/05/18 - Coulon Véronique – D5.1
Service Humanitaire (D5.1)

Votre personne de contact:
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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 l'Ambassade de Belgique

à Rome

N5 USAGE INTERNE

nos références

D5.1/AP/HUM.04.04.03/2018.06/6619/2

n° d'ordre Copie à date

21 29 MEI 2018

Objet: FAO – Projet humanitaire – « Solar energy to protect and restore agricultural productive capacities and livelihoods in the Gaza Strip » – PJ/2018/06 – Montant : 1.000.000 EUR

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 1.000.000 EUR à la FAO.

Je vous saurais gré de lui transmettre ces documents et d'assurer la bonne réception de l'exemplaire de cet accord.

Je vous prie aussi de nous renvoyer une lettre de créance demandant le versement de ce subside sur son compte (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

minutée par

V COULON

nom et visa du chef de service

S CROES

nom et visa du directeur D5

P VAN ACKER

.be



KINGDOM OF BELGIUM

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

MINUTE D5.1- Humanitarian Aid

Your contact person:
Annick Peeters
Tel: 02 501 47 16
E-mail: annick.peeters@diplobel.fed.be

Dominique Burgeon
Director of Emergency and Rehabilitation
Division
United Nations Food And Agriculture
Organisation (FAO)
Viale delle Terme di Caracalla
00100 Rome

your communication of your reference

our reference

D5.1/AP/HUM.04.04.03/2018.06

to be quoted in all correspondence

date

16619/1
29 MAI 2018

Subject: Humanitarian Project – AB 14 54 52 35.60.83 –Grant to FAO: Solar energy to protect and restore agricultural productive capacities and livelihoods in the Gaza Strip”– 1.000.000 EUR – PJ/2018/06

Dear Sir,

I have the pleasure to inform you that the Government of Belgium, through its Federal Public Service of Foreign Affairs, Foreign Trade and Development Co-operation (DGD), has decided to make available to FAO, the amount of 1.000.000 EUR, for the following project, under the Terms and Conditions of the Contribution as stated in this letter:

“Solar energy to protect and restore agricultural productive capacities and livelihoods in the Gaza Strip”

Please find enclosed a copy of the Ministerial Decree awarding 1.000.000 EUR towards FAO.

minutée par

Annick Peeters

nom et visa du chef de service

Silvia Croes

nom et visa du directeur D5

Peter Van Acker

visa du président CD

Yves DRICOT
Adjoint au Directeur général
DG- Coopération au développement et aide humanitaire

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TERMS AND CONDITIONS OF THE CONTRIBUTION

1. Payment conditions

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

Bank : Citibank N.A.
Canada Square, 33
GB – London E14 5LB
SWIFT Code : CITIGB2L
IBAN: GB96CITI18500817853858
Name of the bank account: FAO Trust Fund (EUR)

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

- FAO'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, Direction aide humanitaire et transition) - Rue des Petits Carmes, 15 - 1000 Bruxelles.
- A formal claim for the payment of the contribution, to be sent to : SPF Affaires étrangères, Commerce extérieur et Coopération au Développement - Direction d'encadrement B&B - Rue des Petits Carmes, 15 - 1000 Bruxelles.

1.3 This letter of the Belgian Minister for Development Cooperation, the written acceptance by FAO of the terms and conditions specified in this letter, and the written project proposal **"Solar energy to protect and restore agricultural productive capacities and livelihoods in the Gaza Strip"** constitute the specific agreement for the award and use of the contribution. FAO commits to communicate any updated information on the proposal to the DGD (D5, Direction aide humanitaire et transition).

2. Administration of the contribution

2.1 The project has a duration of 12 months, starting from the date of signature of the Ministerial Decree.

2.2 The contribution shall be managed by FAO in accordance with its financial regulations and other applicable rules, procedures and practices pertaining to other resources (non-core).

2.3 However, no foods derived from biotechnology (GM/Biotech Foods) shall be bought with this contribution.

2.4 In all projects, a special attention shall be provided to the implementation of FAO gender policy.

2.5 Food shall be bought locally and possibly through the P4P program when existing, when possible and appropriate.

2.6 The contribution shall be subject exclusively to the internal and external auditing procedures provided therein. If the External Auditors' audit opinion should include observations about the way the contribution, regulated by the present convention, is used, FAO commits to inform the DGD of it and to update the DGD of its answer and potential actions to correct the situation.

2.7 Any modification of the present agreement or its annexes shall be officially requested to the Director General of the DGD and must receive its written approval.



2.8 Ownership of equipment, supplies and other property financed from the contribution shall be vested in FAO. Matters relating to the transfer of ownership by FAO shall be determined in accordance with the relevant policies and procedures of FAO.

3. Justification, reporting, and refunding

3.1 FAO shall justify the use of these funds by providing standardized annual activity and financial reports. These reports shall be made in accordance with the Statutes of the organization.

3.2 Furthermore, FAO shall provide an individual "Confirmation of Expenses" statement for this contribution of 1.000.000 EUR.

3.3 FAO 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 to mitigate and resolve the identified problem.

3.4 Given the humanitarian nature of the contribution, FAO shall transfer the possible unspent balance to the SFERA-CRIA. The final financial statement of account, stating the total amount of the balance, shall be provided by FAO according to its procedures.

4. Visibility, interpretation and dispute

4.1 Where appropriate and in line with its rules, FAO will acknowledge the contribution in references to the project or its activities in publications, speeches, press releases or similar communications.

4.2 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 FAO and DGD.

4.3 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 FAO or DGD giving three months written notice. Nevertheless contractual obligations entered into force between FAO 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 FAO 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, on request and within the frame of FAO's rules and regulations, with every information concerning the use of the funds object of this letter as well as regarding the progress of the project.

5.2 FAO shall grant donor representative(s) access to project site(s) with the full concurrence of the recipient government. Timing of such visits will be agreed by all parties. The costs of such participation will be borne by the donor. FAO assumes no responsibility or liability for the life, safety or property of visitors to its field offices, who are advised to carry appropriate insurance.



6. Correspondence

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

For FAO

Dominique Burgeon
Director of Emergency and
Rehabilitation Division
United Nations Food And Agriculture
Organisation (FAO)

Viale delle Terme di Caracalla
00100 Rome
Italy

For Belgium

Belgian Permanent Representation to the UN
agencies in Rome

Yours faithfully,



Alexander De Croo

Enclosure(s): Belgian Ministerial Decree

