



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

MINUTE - 05/06/18 - 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

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/AV/HUM.04.03.02.2018.01/7814/2

n° d'ordre Copie à date

23

06 JUNI 2018

**Objet: Contribution au CICR – Programme " ICRC activities in Democratic Republic of the Congo" (Operations Appeal 2018-2019) – Montant : 6.000.000 EUR - PG/2018/01**

Veillez 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 6.000.000 EUR au CICR.

Cette contribution sera versée en 2 tranches aux conditions suivantes :

- Une première tranche de 4.500.000 EUR après réception de la lettre de créance du CICR demandant le versement de ce subside sur son compte (avec mention du numéro IBAN et SWIFT).
- Une seconde tranche de 1.500.000 EUR après la demande de versement de la 2ème tranche qui sera accompagnée d'un rapport de suivi qui sera introduit minimum 9 mois après le début de ce programme ainsi que la preuve de l'utilisation de 75 % de la 1ère tranche.

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.

minutée par

V COULON

FF.

nom et visa du chef de service

S CROES

FF

nom et visa du directeur D5

P VAN ACKER

.be

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



KINGDOM OF BELGIUM

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

MINUTE - 08/05/18 - Veri Alessia - D5.1

Your contact person:  
Alessia Veri  
Tel: +32 2 501 41 12  
E-mail: alessia.veri@diplobel.fed.be

M. Peter Maurer  
President

International Committee of the Red Cross  
19 Avenue de la Paix  
CH - 1202 Geneva

your communication of your reference

our reference

date

D5.1/AV/HUM.04.03.02.2018.01

17814/1

06 juin 2018

to be quoted in all correspondence

**Object: Humanitarian aid program – BA 14 54 51 35.60.26 – General budget 2018 – Grant to ICRC : "ICRC activities in DRC" – 6.000.000 EUR – PG/2018/01**

Dear Sir,

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 ICRC, the amount of **6.000.000 EUR**, for the following programme, under the Terms and Conditions of the Contribution as stated in this letter:

- '**ICRC activities in DRC**' based on the 'Operations Appeal 2018-2019'

Please find enclosed a copy of the Ministerial Decree awarding 6.000.000 EUR towards ICRC.

minutée par

Alessia Veri

nom et visa du chef de service

Silvia Croes

nom et visa du directeur D5

Peter Van Acker

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 ICRC's bank account:

Bank : UBS SA  
P.O. Box 2600  
CH – 1211 Geneva 2  
Account number : 240-C0129986.5  
Code SWIFT : UBSWCHZH80A  
IBAN : CH 25 0024 0240 C012 9986.5

**1.2** The contribution will be **paid in two installments**:

- **a first installment of 4.500.000 EUR** upon receipt of ICRC's written acceptance of the terms and conditions described in this letter. ICRC's letter with the written acceptance has to state ICRC's bank account for payment, as mentioned above under 1.1, and has to state a formal claim for the payment of the first installment of the contribution;
- and **a second and final installment of 1.500.000 EUR** after a first progress report to be submitted minimum 9 months after the start of the program and a 75% utilization of the first installment. ICRC has to submit a formal claim to DGD for the payment of the second installment of the contribution.

**1.3** This letter of the Belgian Minister for Development Cooperation, the written acceptance by ICRC of the terms and conditions specified in this letter, and the written program proposal "**ICRC activities in DRC**" constitute the specific agreement for the award and use of the contribution.

### 2. Administration of the contribution

**2.1** The contribution covers a two year period, starting from the date of signature of the Ministerial Decree.

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

**2.3** 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, ICRC commits to inform the DGD of it and to update the DGD of its answer and potential actions to correct the situation.



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

**2.5** 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.

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

**3.1** The ICRC 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, the ICRC shall provide an individual "Confirmation of Expenses" statement for this contribution of 6.000.000 EUR.

**3.3** ICRC 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.

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

**4.1** Where appropriate and in line with its rules, ICRC will acknowledge the contribution in references to the programme 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 ICRC 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 ICRC or DGD giving three months written notice. Nevertheless contractual obligations entered into force between ICRC 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 ICRC responsible for and in charge of the implementation of the program which is the object of the Belgian contribution, shall provide the representatives of the Belgian Development Cooperation, on request and within the frame of ICRC'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 program.



**5.2** Upon request and as coordinated with ICRC, 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 ICRC  
ICRC Headquarter  
Geneva

For Belgium  
The Permanent Mission of Belgium to the  
United Nations and ICRC in Geneva

Yours faithfully,



Alexander De Croo

Enclosure: Ministerial Decree

