



ROYAUME DE BELGIQUE

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

MINUTE - 06/11/18 - Coulon Véronique - D5.1
Service Humanitaire (D5.1)

Votre personne de contact:
Thomas Hiergens
Tel: 02 501 40 15
E-mail: thomas.hiergens@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'Organisation des Nations Unies (O.N.U.)
à New York

nos références

D5.1/TH/HUM.04.03.02/2018.04/16002/2

n° d'ordre

71

date

07 NOV. 2018

Objet: Contribution à l'UNICEF - Programme « Provision of life-saving child protection services for conflict affected children in Yemen » - PG/2018/04 - Montant : 2.791.351 EUR - 1529

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 2.791.351 EUR à l'UNICEF.

Cette contribution sera versée en 2 tranches aux conditions suivantes :

- Une première tranche de 2.093.513 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 697.838 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 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.

minutée par

V COULON

 6/11/18

nom et visa du chef de
service a.i.

N LOOZEN



nom et visa du directeur D5 a.i.

K VAN ACOLEYEN



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Dans ce but, je me permets de vous informer que – dorénavant - les **déclarations de créance** doivent être envoyées électroniquement à l'adresse einvoice@diplobel.fed.be pour leur inscription officielle (avec copie informative au service gestionnaire, D5.1).

Merci d'avance pour votre collaboration.

Koen Van Acoleyen
Directeur D5 a.i

Annexes : 1 lettre-convention + 1 AM



KINGDOM OF BELGIUM

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

MINUTE - 11/10/18 - Hiergens Thomas - D2.1

Your contact person:
Thomas Hiergens
Tel: +32 (0)2 501 40 15
E-mail: thomas.hiergens@diplobel.fed.be

Ms. Silvia Danailov
Senior Adviser
Public Partnerships Division (PPD)
UNICEF New York

3 UN Plaza
New York, N.Y. 10017

your communication of your reference

our reference

date

D5.1/TH/HUM.04.03.02/2018.04

16002/1

to be quoted in all correspondence

Re: Humanitarian program: 'Provision of life-saving child protection services for conflict affected children in Yemen' – PG/2018/04 - PRISMA 1529 - 2.791.351 EUR - BA 14 54 51 35.60.26

Dear Mrs.,

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 contribute to:

UNICEF,
the amount of **2.791.351 EUR,**
as a **Belgian earmarked contribution (ref. PG/2018/04),**
for the humanitarian program **'Provision of life-saving child protection services for conflict affected children in Yemen',**

under the Terms and Conditions of the Contribution as stated in this letter.

Please find enclosed a copy of the Ministerial Decree awarding 2.791.351 EUR to UNICEF.

minutée par

Thomas Hiergens

nom et visa du chef de
service a.i.

Nora Loozen

nom et visa du directeur a.c.

Koen Van Acoleyen

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TERMS AND CONDITIONS OF THE CONTRIBUTION

1. Accordance with the Framework Arrangement

1.1 All the provisions applicable to earmarked contributions to humanitarian programmes / projects of the Framework Arrangement signed between UNICEF and the Government of Belgium on September 23rd, 2016, apply to the present Terms and Conditions of the Contribution.

2. Payment conditions

2.1 The payment of the contribution will be done into UNICEF's bank account:

Bank : Commerzbank AG
Business Banking
Kaiserstrasse 30
D-60311 Frankfurt am Main
Germany
Account : UNICEF NY Cashiers
Account number : 9785 255 01
Code SWIFT : COBADEFFXXX
IBAN : DE84 5008 0000 0978 5255 01

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

- **a first installment of 2.093.513 EUR** upon receipt of:
 - UNICEF's written acceptance of the terms and conditions described in this letter, to be sent to: FPS Foreign Affairs, Foreign Trade and Development Cooperation – DGD (D5, Direction Humanitarian Aid and Transition) – Rue des Petits Carmes 15, 1000 Brussels;
 - a formal claim for payment of the first installment of the contribution, to be sent to: einvoice@diplobel.fed.be. UNICEF's formal claim for payment has to state UNICEF's bank account for payment, as mentioned above under 2.1;
- **a second and final installment of 697.838 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. UNICEF has to submit a formal claim for the payment of the second installment, to be sent to: einvoice@diplobel.fed.be. UNICEF's formal claim for payment has to state UNICEF's bank account for payment, as mentioned above under 2.1.

In addition, a copy of all documents have to be send by e-mail to the person in charge of your file in the Humanitarian aid unit mentioned in the header of this letter.

2.3 This letter of the Belgian Minister for Development Cooperation, the written acceptance by UNICEF of the terms and conditions specified in this letter, and the written program proposal '**Provision of life-saving child protection services for**



conflict affected children in Yemen', constitute the specific agreement for the award and use of the contribution.

2.4 In line with paragraph 4.6 of the Framework Arrangement, UNICEF will apply 8% of the contribution towards UNICEF's indirect programme support costs in accordance with the Executive Board decision on UNICEF's cost recovery policy (2013/5) adopted on February 8th, 2013.

3. Administration of the contribution

3.1 The contribution covers a duration of 24 months, starting from the date of signature of the Ministerial Decree.

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

3.3 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 is used, UNICEF commits to inform the DGD of it and to update the DGD of its answer and potential actions to correct the situation.

3.4 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.

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

4. Justification, reporting and refunding

4.1 UNICEF shall justify the use of these funds by providing narrative annual reports and financial reports, as stipulated in paragraph 8.1 and 8.3 of the Framework Arrangement signed on September 23, 2016. These reports shall be made in accordance with the Statutes of the organization.

4.2 Furthermore, UNICEF shall provide an individual 'Confirmation of Expenses' statement for this contribution of 2.791.351 EUR.

4.3 UNICEF 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.

4.4 Given the humanitarian nature of the contribution, any unspent balances at the time of the financial closing of the program will be transferred to UNICEF's Global Humanitarian Thematic Fund and reported on accordingly.

5. Visibility, interpretation and dispute



5.1 Where appropriate and in line with its rules, UNICEF refer to the contribution with regards to the project or its activities in publications, speeches, press releases or similar communications.

5.2 Any dispute concerning the interpretation or implementation of the contribution shall be settled by negotiation, as agreed upon by UNICEF and DGD.

5.3 If, any time, a 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 UNICEF or DGD giving thirty days written notice, in accordance with the procedure provided for by paragraph 7.5 of the Framework Arrangement signed on September 23rd, 2016. Contractual obligations entered into force between UNICEF and any third party prior to the receipt of the notice of termination, shall not be affected by the termination.

6. Consultation

6.1 UNICEF shall provide the representatives of the Federal Public Service of Foreign Affairs, Foreign Trade and Development Co-operation, on request and within the frame of UNICEF's rules and regulations, with every information concerning the use of the contribution and the progress of the program.

6.2 UNICEF shall grant donor representative(s) access to program site(s) with the approval 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. UNICEF assumes no responsibility or liability for the life, safety or property of visitors to its field offices, who are advised to carry appropriate insurance.

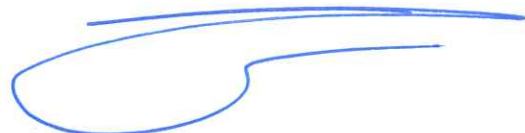
7. Correspondence

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

For UNICEF
UNICEF
Public Partnerships Division
3 United Nations Plaza
New York, N.Y. 10017

For Belgium
Permanent Mission of Belgium to the UN
885 2nd Avenue 41st floor
New York, N.Y. 10017

Yours faithfully,



Alexander De Croo

Enclosure: Ministerial Decree

