



ROYAUME DE BELGIQUE

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

Service Humanitaire (D5.1)

Votre personne de contact:
Alice Kabongo

Tel: 02 501 48 73
E-mail: alice.kabongo@diplobel.fed.be

Monsieur Alexander De Croo
Vice-Premier Ministre et Ministre des Finances, chargé de
la Lutte contre la fraude fiscale et Ministre de la
Coopération au Développement
à

la Représentation permanente de la Belgique
auprès de l'Organisation des Nations Unies (O.N.U.)

à New York

nos références

D5.1/AK/HUM.04.04.03/2019.07/ 9519/2

n° d'ordre

105

date

01 OKT. 2019

Objet: UNICEF - Projet « Humanitarian Action for Children (Nigeria, Somalia, South Sudan, Syria) » – PJ/2019/07 – 4.850.000 EUR – 2139

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 4.850.000 EUR à l'UNICEF.

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 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 and minister of Finance,
in charge of the Fight against Tax Fraud,
and minister of Development Cooperation

MINUUT - 09/07/19 - Kabongo Alice
D5.1 Humanitarian Aid

Your contact person:
Alice Kabongo
Tel: 02 501 48 73
E-mail: alice.kabongo@diplobel.fed.be

Ms. Silvia Danailov
Senior Advisor
UNICEF
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/AK/HUM.04.04.03/2019.07/19519/1

01 OCT. 2019

To be quoted in all correspondence

**Subject: Humanitarian projects – AB 14 54 52 35.60.83 – Grant to UNICEF:
4.850.000 EUR –PJ/2019/07**

Dear Madam,

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 **4.850.000 EUR**,
as a **Belgian earmarked contribution (ref. PJ/2019/07)**,
for the humanitarian project **"Humanitarian Action for Children (Nigeria, Somalia, South Sudan, Syria)"**.

This contribution is to be used for the following operations, which were selected in consultation with UNICEF:

Nigeria	1.000.000 EUR
Somalia	2.000.000 EUR
South Sudan	850.000 EUR
Syria	1.000.000 EUR

Please find enclosed a copy of the Ministerial Decree awarding 4.850.000 EUR towards UNICEF.

opgesteld door

Alice Kabongo

naam en visum van het
diensthoofd

Nora Loozen

naam en visum van de directeur
D5

Koen Van Acoleyen

.be

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 one installment upon receipt of:

- The installment will be paid upon receipt of UNICEF's written acceptance of the terms and conditions described in this letter, together with a payment request stating UNICEF's bank account addressed to the General Director of the DGD (Att: D5, Directorate Humanitarian Aid and Transition) – Rue des Petits Carmes, 15 – 1000 Bruxelles.
- UNICEF's formal claim for the payment of the contribution stating the bank account for payment, as mentioned above under 1.1, shall also be sent to: einvoice@diplobel.fed.be.

In addition, a copy of all documents has 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 project proposal "**Humanitarian Action for Children (Nigeria, Somalia, South Sudan, Syria)**" constitute the specific agreement for the award and use of the contribution. UNICEF commits to communicate any updated information on the proposal to the DGD (D5, Directorate Humanitarian Aid and Transition).

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 project has a duration of 12 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 In all projects, implementation of UNICEF's Gender Action Plan 2018-2021 shall be emphasized.

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

3.5 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. Requests for extension of the project's duration have to be submitted at the least two months before the project's initial end date.

3.6 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 4.850.000 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 project will be transferred to UNICEF's Global Humanitarian Thematic Fund and reported on accordingly.



5. Visibility, interpretation and dispute

5.1 When appropriate and in line with its rules, UNICEF will acknowledge the contribution of the Belgian government in references to the project or its activities in publications, speeches, press releases or similar communications.

5.2 UNICEF will also inform the DGD of these communications by sending an email to P&C3@diplobel.fed.be and chris.simoens@diplobel.fed.be copied to the designated contact person of the Humanitarian Aid Unit of the DGD.

5.3 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 UNICEF and DGD.

5.4 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 UNICEF or DGD giving three months written notice. Nevertheless, 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 project.

6.2 UNICEF 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. 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:

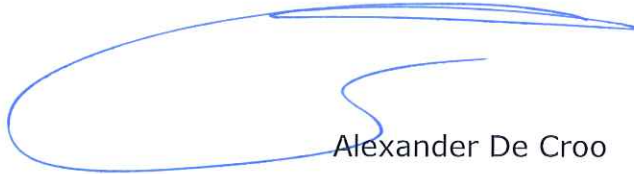
For UNICEF

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(s): Belgian Ministerial Decree



