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Mr. Jean Verheyden Chief, Donor Relations Section **UN OCHA** 

Palais des Nations CH-1211 GENEVA 10 **SWITSERLAND** 

your communication your reference

our reference

date

D5.1/GG/HUM.04.01.03/MU/2020.01/5897

To be quoted in all correspondence

#### RE: Additional voluntary contribution to the general budget of OCHA 2020

Dear Mr. Verheyden,

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 and humanitarian Aid (DGD) has for 2020 foreseen an additional contribution of four million (4.000.000) EURO to the regular resources of the UN Office for the Coordination of Humanitarian Affairs, under the "Terms and conditions of the contribution" as stated in this letter.

Please find enclosed a copy of the Ministerial Decree awarding 4.000.000 EUR for 2020.

#### TERMS AND CONDITIONS OF THE CONTRIBUTION

# 1. Payement conditions

- 1.1 The contribution will be paid upon receipt of OCHA's written acceptance of the terms and conditions described in this letter, together with a formal claim of the payment of the contribution stating OCHA's bank account.
- 1.2 The payment of the contribution will be done into OCHA's bank account:

Bank's Name:

**UBS AG** 

Address:

Rue de Rhône 8, Case Postale 2600

CH-1211 Geneva 2, Switzerland

Account Name:

UN Geneva General Fund

Account Number: 240-FP100381.0 Swift Code:

UBSW CH ZH 80A

IBAN:

CH85 0024 0240 FP10 0381.0

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

#### 2. Use and administration of the contribution

- The contribution shall be used for any budgeted activities under OCHA's budget and strategic plan relevant for the period of the contribution (2020). An amount of 100.000 EUR is specifically destined to finance the activities of OCHA's Centre for Humanitarian Data relating to the expansion of the use of the model developed to understand the impact of COVID-19 on locations with a humanitarian response plan (HRP).
- 2.2. Administration of the contribution and procurement of goods and services shall be governed by OCHA's Financial Rules and Regulations and by the Financial Rules and Regulations of the United Nations.
- In all projects, a special attention shall be provided to the implementation of OCHA's gender policy.
- In any case, eligible expenses will only start at the date of signature of the Ministerial decree awarding the funds.



- Any modification of the present agreement shall be officially requested to the Director General of the DGD and must receive his written approval.
- 2.6. OCHA commits to inform the DGD in case of (suspected) active or passive fraud or corruption. OCHA will also inform DGD on the measures taken by the organization to mitigate and resolve the identified problem(s).
- 2.7. Ownership of equipment, supplies and other property financed from the contribution shall be vested in OCHA. Matters relating to the transfer of ownership by OCHA shall be determined in accordance with the relevant policies and procedures of OCHA.
- 2.8. While this contribution is normally spent within the year in which it is allocated, any unspent portion of the grant will remain in OCHA's general fund until fully used in accordance with OCHA's regulations, rules, directives and procedures.

# 3. Justification and reporting

- 3.1. OCHA 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, OCHA shall submit at least one annual narrative progress report on the implementation of its activities. OCHA's Annual 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 OCHA's Financial Rules and Regulations, and other applicable directives of OCHA. If the External Auditors' audit opinion should include observations about the way the contribution, regulated by the present convention, is used, OCHA 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 OCHA responsible for and in charge of the implementation of the programmes and projects 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 programmes and projects.





# 4. Visibility

4.1. Where appropriate and in line with its rules, OCHA will acknowledge the Belgian contribution to the programme or its activities in publications, speeches, press releases or similar communications. OCHA will also inform the DGD of these communications by sending an email to <a href="mailto:p&C3@diplobel.fed.be">p&C3@diplobel.fed.be</a> and <a href="mailto:chris.simoens@diplobel.fed.be">chris.simoens@diplobel.fed.be</a> copied to the designated contact person of the Humanitarian Aid Unit of the DGD (<a href="mailto:griet.gregoir@diplobel.fed.be">griet.gregoir@diplobel.fed.be</a>). In its reports, and whenever possible towards the beneficiaries, OCHA shall indicate that an additional contribution to OCHA of 4.000.000 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 OCHA 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 OCHA or DGD giving three months written notice. Nevertheless contractual obligations entered into force between OCHA 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 OCHA, donor representatives will be welcome to participate in program reviews and evaluations, at the donors own expense.
- 6.2 OCHA and DGD will organize a bilateral consultation every two years to discuss OCHA's general policies and priorities as well as the progress in the implementation of activities financed by DGD.
- 6.3 Belgium is 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 eco-system. 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 OCHA

For Belgium

The UN OCHA Geneva Office

The Permanent Mission of Belgium to the United Nations in Geneva

Yours Faithfully,

Alexander De Croo

Enclosure: Belgian Ministerial Decree