



**KINGDOM OF BELGIUM**  
**Minister of Development Cooperation**

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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 04.04.03.2020.04/8721/1	
		to be quoted in all correspondence	

**Subject: Humanitarian Project – AB 14 54 52 35.60.83 – General budget 2020 - Grant to ICRC : “ICRC activities in Burundi, Lebanon, Mali, Niger, Occupied Palestinian Territory, Syria, and Special Appeals : Disability and Mine Action (in DRC), and Response to Sexual Violence (in Burundi and DRC)” – 12.000.000 EUR – PJ/2020/04**

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 (Directorate-General for Development DGD), has decided to make available to ICRC, the amount of 12.000.000 EUR, for the following project, under the Terms and Conditions of the Contribution as stated in this letter:

“ICRC activities in Burundi, Lebanon, Mali, Niger, Occupied Palestinian Territory, Syria, and Special Appeals : Disability and Mine Action (in DRC), and Response to Sexual Violence (in Burundi and DRC)” – 12.000.000 EUR allocated as follows:

Burundi	1.000.000 EUR
Lebanon	1.000.000 EUR
Mali	2.500.000 EUR
Niger	2.500.000 EUR
Occupied Palestinian Territory	1.000.000 EUR
Syria	1.000.000 EUR
Disability and Mine Action Special Appeal (in DRC)	1.000.000 EUR
Response to Sexual Violence Special Appeal (in Burundi and DRC)	2.000.000 EUR

Please find enclosed a copy of the Ministerial Decree awarding 12.000.000 EUR towards ICRC.

## **TERMS AND CONDITIONS OF THE CONTRIBUTION**

### **1. Payment conditions**

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

<u>Bank</u> :	UBS SA P.O. Box 2600 CH – 1211 Geneva 2
<u>Account number</u> :	240-C0129986.5
<u>Code SWIFT</u> :	UBSWCHZH80A
<u>IBAN</u> :	CH 25 0024 0240 C012 9986 5

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

- ICRC'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 Humanitarian Aid and Transition) - Rue des Petits Carmes, 15 - 1000 Bruxelles.
- A formal claim for the payment of the contribution, to be sent to : [invoice@diplobel.fed.be](mailto:invoice@diplobel.fed.be). ICRC's formal claim for payment has to state ICRC's bank account for payment, as mentioned above under 1.1.

A copy of all documents will be send also by e-mail to the person in charge of your file in the Humanitarian aid unit mentioned in the header of this letter.

**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 project proposal "ICRC activities in Burundi, Lebanon, Mali, Niger, Occupied Palestinian Territory, Syria, and Special Appeals : Disability and Mine Action (in DRC), and Response to Sexual Violence (in Burundi and DRC)" constitute the specific agreement for the award and use of the contribution. ICRC commits to communicate any updated information on the proposal to the DGD (D5, Direction Humanitarian Aid and Transition).

### **2. Administration of the contribution**

**2.1** The contribution covers a period of 12 months, 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** In all projects, special attention shall be provided to respect the diversity and inclusion dimensions of the guiding principles of ICRC's Accountability to Affected Populations Framework

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

**2.5** 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.

**2.6** 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. Justification, reporting, and refunding**

**3.1** 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, ICRC shall provide an individual "Confirmation of Expenses" statement for this contribution of 12.000.000 EUR:

Burundi	1.000.000 EUR
Lebanon	1.000.000 EUR
Mali	2.500.000 EUR
Niger	2.500.000 EUR
Occupied Palestinian Territory	1.000.000 EUR
Syria	1.000.000 EUR
Disability and Mine Action Special Appeal (in DRC)	1.000.000 EUR
Response to Sexual Violence Special Appeal (in Burundi and DRC)	2.000.000 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 Belgian contribution to the projects or its activities in publications, speeches, press releases or similar communications. ICRC will also inform the DGD of these communications by sending an email to [P&C3@diplobel.fed.be](mailto:P&C3@diplobel.fed.be) and [chris.simoens@diplobel.fed.be](mailto:chris.simoens@diplobel.fed.be) copied to the designated contact person of the Humanitarian Aid Unit of the DGD.

**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 the 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 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 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 project.

**5.2** ICRC 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. ICRC assumes no responsibility or liability for the life, safety or property of visitors to its field offices, who are advised to carry appropriate insurance.

**5.3** Belgium is very 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 ecosystem.

## **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 the ICRC in Geneva

Yours faithfully,



Meryame KITIR  
Minister of Development  
Cooperation

Enclosure(s): Belgian Ministerial Decree

