



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

D5.1 Humanitaire Hulp

Your contact person:  
Nathan Lauwens  
Tel: 32 2 501 34 39  
E-mail: nathan.lauwens@diplobel.fed.be

Mr Filippo GRANDI  
United Nations High Commissioner for  
Refugees (UNHCR)

UNHCR Geneva Head Office  
Case Postale 2500  
CJ-1211 Genève 2  
Suisse

your communication of	your reference	our reference	date
		D5.1/TM/HUM.04.04.03/2020/05	
		to be quoted in all correspondence	

**Subject: Humanitarian projects – BA 14 54 52 35.60.83 – General budget 2020 - Grant to UNHCR: “Contribution in support of people of concern to UNHCR in Jordan, Iraq, Democratic Republic of Congo, Uganda, Burkina Faso and Nigeria” - 10.000.000 EUR – PJ/2020/05**

Dear High Commissioner,

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:

**UNHCR,**  
the amount of **10.000.000 EUR,**  
as a **Belgian earmarked contribution (ref.: PJ/2020/05);**  
for the following project:  
**“Contribution in support of people of concern to UNHCR in Jordan, Iraq, Democratic Republic of Congo, Uganda, Burkina Faso and Nigeria”**

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

Please find enclosed a copy of the Ministerial Decree awarding 10.000.000 EUR towards UNHCR.

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

### **1. Payment conditions**

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

Bank's Name : United Bank of Switzerland (UBS AG)  
Case postale 2770, 1211 Geneva 2, Switzerland  
Bank Clearing: 240  
Account Name : UNHCR Voluntary Funds  
Account Number : FP10 2674 2  
Swift Code : UBSWCHZH80A  
IBAN : CH 72 0024 0240 FP10 2674 2

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

- UNHCR's written acceptance of the terms and conditions described in this letter, to be sent to: FPS Foreign Affairs, Foreign Trade and Development Cooperation – DG D (D5, Direction Humanitarian Aid and Transition) – Rue des Petits Carmes 15, 1000 Brussels.
- A formal claim for payment of the contribution, to be sent to: [invoice@diplobel.fed.be](mailto:invoice@diplobel.fed.be). UNHCR's formal claim for payment has to state UNHCR'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 UNHCR of the terms and conditions specified in this letter, and the written project proposal "Contribution in support of people of concern to UNHCR in Jordan, Iraq, Democratic Republic of Congo, Uganda, Burkina Faso and Nigeria" constitute the specific agreement for the award and use of the contribution. UNHCR 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 project has a duration of 12 months, starting from the date of signature of the Ministerial Decree.

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

**2.3** In administering the contribution, due regard shall be provided to the implementation of UNHCR's 2018 Policy on Age, Gender and Diversity.

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

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

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

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

**3.1** UNHCR 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, UNHCR shall provide an individual "Confirmation of Expenses" statement for this contribution of 10.000.000 EUR.

**3.3** UNHCR 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.

**3.4** Given the humanitarian nature of the contribution, UNHCR shall transfer the possible unspent balance to UNHCR's General Means Account. The final financial statement of account, stating the total amount of the balance, shall be provided by UNHCR according to its procedures.

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

**4.1** Where appropriate and in line with its rules, UNHCR will acknowledge the contribution in references to the project or its activities in publications, speeches, press releases or similar communications. UNHCR 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 UNHCR 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 UNHCR or DGD giving three months written notice. Nevertheless contractual obligations entered into force between UNHCR 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 UNHCR 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 UNHCR'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** UNHCR 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. UNHCR 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 UNHCR  
The UNHCR Geneva Head  
Office

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

Yours faithfully,



Meryame KITIR  
Minister of Development  
Cooperation

