



KINGDOM OF BELGIUM

Minister of Development Cooperation
and of Major Cities

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our reference

D5.1/AP/HUM.04.01/2021/01/1955/1

to be quoted in all correspondence

date

**Object: Voluntary contribution to the general budget of WFP 2021-2023
MU/2021/01**

Dear Madam,

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 (DGD) has foreseen a contribution of 15.000.000 EUR for a three year period (2021-2023) as a multi-year financial contribution to the regular resources of WFP, under the "Terms and Conditions of the Contribution" as stated in this letter.

Belgium takes note of the WFP's implementation of the Grand Bargain commitments, highlighted in the Grand Bargain self-reports.

This contribution of 15.000.000 EUR will be paid in three installments as follows: 5.000.000 EUR in 2021, 5.000.000 EUR in 2022 and 5.000.000 EUR in 2023.

Please find enclosed a copy of the Ministerial Decree awarding 15.000.000 EUR for a 3 years period (2021-2023), with an annual payment of 5.000.000 EUR.

Terms and Conditions of the Contribution

1. Payment conditions

- 1.1. The contribution will be paid in three installments:
 - The first installment will be paid upon receipt of WFP's written acceptance of the terms and conditions described in this letter, together with a formal claim of the payment of the contribution stating WFP's bank account.
 - The second and third installments will be paid in 2022 and 2023, upon reception of a payment request stating WFP's bank account, the last available annual report and the last available consolidated financial and audit report.
- 1.2. The payment will be done into the following bank account:

Bénéficiaire: World Food Programme
Banque : Citibank N.A.
SWIFT : CITIGB2L
IBAN: GB55 CITI 185008 13321495
- 1.3. This letter of the Belgian Minister in charge of Development Cooperation and the written acceptance by WFP of the terms and conditions specified in this letter constitute the specific agreement for the award and use of the subsidy.

2. Use and administration of the contribution

- 2.1. The contribution shall only be used for any budgeted activities under the budget and the strategic work plan of WFP.
- 2.2. Administration of the contribution and procurement of goods and services shall be governed by WFP's Financial Rules and Regulations.
- 2.3. In any case, eligible expenses will only start at the date of signature of the Ministerial decree awarding the funds.
- 2.4. Special attention shall be provided to the implementation of WFP's gender policy.
- 2.5. WFP, and its implementing partners, will take all reasonable and adequate steps to prevent sexual exploitation, abuse and harassment ("SEAH") of any person linked to the delivery of this Agreement by both its employees and any implementing partner and respond appropriately when reports of SEAH arise, including the protection of any potential victim. The Partner will promptly contact through written notice the DGD to report any allegation credible enough to warrant an investigation of SEAH related to this Agreement or, if not related to this Agreement, an investigation of SEAH that would be of significant impact to the partnership with the DGD. The Partner shall also set up the necessary signaling and detection mechanisms and protect whistleblowers.
- 2.6. WFP commits to inform the DGD in case of credible allegations or substantiated cases of fraud or corruption affecting donor's funds, in line with WFP policies. WFP 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 WFP. Matters relating to the transfer of ownership by WFP shall be determined in accordance with the relevant policies and procedures of WFP.
- 2.8. While this contribution is normally spent within the triennium in which it is allocated, any unspent portion of the grant will remain in WFP's general fund until fully used in accordance with WFP's regulations, rules, directives and procedures.
- 2.9. Any modification of the present agreement shall be officially requested to the Director General of the DGD and must receive its written approval.

3. Justification and reporting

- 3.1. WFP 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. The contribution shall be subject exclusively to the internal and external auditing procedures provided by WFP's Financial Rules and Regulations. If the External Auditors' audit opinion should include observations about the way the contribution, regulated by the present convention, is used, WFP commits to inform the DGD of it and to update the DGD of its answer and potential actions to correct the situation.
- 3.3. The staff of WFP responsible for and in charge of the implementation of the program and project 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 program and project.

4. Interpretation and dispute

- 4.1. 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 WFP and DGD.
- 4.2. 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 WFP or DGD giving three months written notice. Nevertheless contractual obligations entered into force between WFP and any third party prior to the receipt of the notice of termination, shall not be affected by the termination.

5. Consultation

- 5.1. Upon request and as coordinated with WFP, donor representatives will be welcome to participate in program reviews and evaluations, at the donors own expense.
- 5.2. 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. 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 (2024-2026).



- 5.3. Belgium wants to underline the centrality of protection that should be ensured in humanitarian action and recalls in this regard the commitment taken by the humanitarian community through IASC Principals' Statement in 2013 on The centrality of Protection in Humanitarian Action, based on and in accordance with international human rights law and international humanitarian law as well as internationally recognized protection standards.

6. Correspondence

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

For WFP

WFP Headquarter
Rome

For Belgium

Federal Public Service of Foreign Affairs -
Directorate-General for Development
Cooperation (DGD)
Rue des Petits Carmes, 15
1000 Bruxelles

Yours Faithfully,

Meryame Kitir

Enclosure(s): Copy of the Ministerial Decree

