



KINGDOM OF BELGIUM
Minister of Development Cooperation
and of Major Cities Policy

Mr. Dominique Burgeon
Director a.i.
FAO
Technical Cooperation Department
Viale delle Terme di Caracalla
00100 Rome

our reference

D5.1/AP/04.02.05.2021.02/3015/1

to be quoted in all correspondence

date

Object : Contribution to FAO's Special Fund for Emergency and Rehabilitation Activities (SFERA) 2021-2022 – 10.000.000 EUR - FF/2021/02

Dear Sir,

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 10.000.000 EUR for a two-year period (2021-2022) to the FAO's Special Fund for Emergency and Rehabilitation Activities (SFERA), under the "Terms and Conditions of the Contribution" as stated in this letter.

This contribution of 10.000.000 EUR will be paid in two installments as follows:

- 5.000.000 EUR in 2021 : 3.500.000 EUR for the window "Agriculture Input Rapid Response Capacity – AIRC" and 1.500.000 EUR for the window "Anticipatory Action".
- 5.000.000 EUR in 2022: 3.500.000 EUR for the window "Agriculture Input Rapid Response Capacity – AIRC" and 1.500.000 EUR for the window "Anticipatory Action".

Please find enclosed a copy of the Ministerial Decree awarding 10.000.000 EUR for a 2-year period (2021-2022), 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 two installments:
- The first installment will be paid upon receipt of FAO's written acceptance of the terms and conditions described in this letter, together with a formal claim of the payment of the contribution stating FAO's bank account.
 - The second will be paid in 2022, upon reception of a payment request stating FAO'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:

Account Name	Food Agr Org – TF EUR
Bank	Citibank 33 Canada Square London, United Kingdom, E14 5LB
SWIFT Code	CITIGB2L
IBAN	GB96 CITI 1850 0817 8538 58

- 1.3. FAO'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, Directorate Humanitarian Aid and Transition) - Rue des Petits Carmes, 15 - 1000 Bruxelles.
- 1.4. The formal claim for the payment of the contribution, to be sent to : invoice@diplobel.fed.be (with me in copy). FAO's formal claim for payment has to state FAO's bank account for payment, as mentioned above under 1.1. (to be repeated for the next claim for payment in 2022)."
- 1.5. This letter of the Belgian Minister in charge of Development Cooperation and the written acceptance by FAO 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

- 2.1. Funds made available by Belgium shall be exclusively used for the window "Agriculture Input Rapid Response Capacity – AIRC" and for the window "Anticipatory Action".
- 2.2. Proposals for the use of the "Agriculture Input rapid Response Capacity" window shall be formulated in response to an UN Appeal or any equivalent recognized document. In general individual proposals shall be in the range of 200.000 to 500.000 EUR and enable the Organization to kick-start its field activities. In case of an L3 crisis FAO can propose to double the amount of the emergency intervention. For the "anticipatory action" window, proposals shall be formulated on the basis of well-established Early Warnings systems in order to anticipate natural disasters (including climate extreme events), pest and disease outbreaks, and conflicts in protracted crisis situations.



Individual proposals shall be in the range of 200.000 to 500.000 EUR and enable the organization to reduce emergency caseloads, disaster losses and damages and decrease costs of the emergency response for the food and agriculture sectors.

In this respect, FAO does not need an agreement from DGD in Brussels, nor from the Belgian Permanent Representation in Rome, nor from the Belgian Embassy (or Belgian Cooperation Bureau) at the field level. FAO has only to communicate its decision to the Belgian Permanent Representation in Rome who will in turn inform DGD in Brussels and the Belgian Embassies (or Belgian Cooperation Bureau) at the field level.

- 2.3. The administration of the contribution and procurement of goods and services shall be governed by FAO's Financial Rules and Regulations.
- 2.4. In any case, eligible expenses will only start at the date of signature of the Ministerial decree awarding the funds.
- 2.5. Any modification of the present agreement shall be officially requested to the Director General of the DGD and must receive its written approval.
- 2.6. Special attention shall be provided to the implementation of FAO's gender policy.
- 2.7. FAO, 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.
- 2.8. FAO commits to inform the DGD in case of credible allegations or substantiated cases of fraud or corruption affecting donor's funds, in line with FAO policies. FAO will also inform DGD on the measures taken by the organization to mitigate and resolve the identified problem(s).
- 2.9. Ownership of equipment, supplies and other property financed from the contribution shall be vested in FAO. Matters relating to the transfer of ownership by FAO shall be determined in accordance with the relevant policies and procedures of FAO.
- 2.10. While this contribution is normally spent within the biennium in which it is allocated, any unspent portion of the grant will remain in SFERA's budget until fully used in accordance with SFERA's regulations, rules, directives and procedures.



3. Justification and reporting

- 3.1. FAO shall record in its accounts the value of the Belgian contribution in US dollars at the market rate of exchange prevailing at the time of receipt of the contribution and shall keep proper financial records in accordance with its financial rules and regulations.
- 3.2. FAO shall prepare for the contributing donors an annual narrative report on the activities funded by the SFERA. The report shall not be specific in respect of the Belgium contribution and will include components that are not funded by Belgium.
- 3.3. Nevertheless the report should indicate how within the programme component of the SFERA, the received Belgian contribution has been split up between the different beneficiary programmes (country or region) with Belgian funding for the "Agriculture Input rapid Response Capacity - AIRC" window and "Anticipatory Action" window.
- 3.4. The Government of Belgium will also be provided with an annual financial situation report for the SFERA and certified by the FAO Finance Division.

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 FAO 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 FAO or DGD giving three months written notice. Nevertheless, contractual obligations entered into force between FAO 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 use of the window AIRC and Anticipatory Action of the programme component of SFERA will systematically be on the agenda of the FAO - Belgium consultation.



6. Correspondence

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

For FAO

Emergency and Rehabilitation
Division
Viale delle Terme di Caracalla
00153 Roma,

Italy

For Belgium

Belgian Permanent Representation to the UN
agencies in Rome
Via Giuseppe De Notaris, 6
00197 Roma, Italy

Yours Faithfully,



Meryame Kitir

Enclosure(s): Copy of the Ministerial Decree



KONINKRIJK BELGIE

**FEDERALE OVERHEIDSDIENST
BUITENLANDSE ZAKEN, BUITENLANDSE
HANDEL EN
ONTWIKKELINGSSAMENWERKING**

MINISTERIEEL BESLUIT HOUDENDE
TOEKENNING VAN EEN SUBSIDIE AAN DE
VOEDSEL EN LANDBOUWORGANISATIE VAN DE
VERENIGDE NATIES (FAO) VOOR DE
FINANCIERING VAN HET "SPECIAL FUND FOR
EMERGENCY AND REHABILITATION
ACTIVITIES" (SFERA)

**DE MINISTER VAN
ONTWIKKELINGSSAMENWERKING,**

Gelet op de wet van 22 mei 2003 houdende de organisatie van de begroting en van de comptabiliteit van de federale Staat, inzonderheid op de artikelen 33 en 121 tot 124;

Gelet op de wet van 19 maart 2013 betreffende de Belgische Ontwikkelingssamenwerking, gewijzigd door de wet van 9 januari 2014 et en de wet van 16 juni 2016;

Gelet op de wet van 22 december 2020 houdende de algemene uitgavenbegroting voor het begrotingsjaar 2021, inzonderheid sectie 14 – FOD Buitenlandse Zaken, Buitenlandse Handel en Ontwikkelingssamenwerking, Organisatieafdeling 54 – Directie-generaal Ontwikkelingssamenwerking;

Gelet op het koninklijk besluit van 16 november 1994 betreffende de administratieve en begrotingscontrole, inzonderheid op artikel 14;

Gelet op het koninklijk besluit van 19 april 2014 betreffende de humanitaire hulp, gewijzigd door het koninklijk besluit van 14 juni 2017;

Gelet op het advies van de Inspecteur van Financiën, gegeven op 18 maart 2021;

BESLUIT:

Artikel 1. Een bedrag van 10.000.000 EUR wordt verrekend ten laste van de algemene uitgavenbegroting voor het begrotingsjaar 2020 sectie 14 - FOD Buitenlandse Zaken, Buitenlandse Handel en Ontwikkelingssamenwerking; organisatieafdeling 54, activiteitenprogramma 52, basisallocatie 35.60.82.

Art. 2. Het bedrag vermeld in artikel 1 wordt toegekend aan het "Special Fund for Emergency and Rehabilitation Activities" van FAO voor de periode 2021-2022.

Deze hulp zal uitgevoerd worden volgens de modaliteiten die het voorwerp uitmaken van de specifieke overeenkomst van deze humanitaire interventie.

ROYAUME DE BELGIQUE

**SERVICE PUBLIC FEDERAL AFFAIRES
ETRANGERES, COMMERCE EXTERIEUR ET
COOPERATION AU DEVELOPPEMENT**

ARRETE MINISTERIEL PORTANT OCTROI D'UN
SUBSIDE A L'ORGANISATION DES NATIONS
UNIES POUR L'ALIMENTATION ET
L'AGRICULTURE (FAO) POUR LE FINANCEMENT
DU "FONDS SPECIAL POUR LES ACTIVITES
D'URGENCE ET DE RELEVEMENT" (SFERA)

**LA MINISTRE DE LA COOPERATION AU
DEVELOPPEMENT,**

Vu la loi du 22 mai 2003 portant organisation du budget et de la comptabilité de l'Etat fédéral, notamment les articles 33 et 121 à 124;

Vu la loi du 19 mars 2013 relative à la coopération belge au développement, telle que modifiée par la loi du 9 janvier 2014 et la loi du 16 juin 2016;

Vu la loi du 22 décembre 2020 contenant le budget général des dépenses pour l'année budgétaire 2021, notamment la section 14 – SPF Affaires Etrangères, Commerce Extérieur et Coopération au Développement, division organique 54 – Direction générale de la Coopération au Développement;

Vu l'arrêté royal du 16 novembre 1994 relatif au contrôle administratif et budgétaire, notamment l'article 14;

Vu l'arrêté royal du 19 avril 2014 relatif à l'aide humanitaire, tel que modifié par l'arrêté royal du 14 juin 2017;

Vu l'avis de l'Inspecteur des Finances, donné le 18 mars 2021 ;

ARRETE:

Article 1^{er}. Un montant de 10.000.000 EUR est imputé à charge du budget général des dépenses pour l'année budgétaire 2021, section 14 - SPF Affaires étrangères, Commerce extérieur et Coopération au Développement ; division organique 54, programme d'activités 52, allocation de base 35.60.82.

Art. 2. Le montant mentionné à l'article 1^{er} est octroyé au Fonds spécial pour les activités d'urgence et de relèvement (SFERA) de la FAO pour la période 2021-2022.

Cette aide sera exécutée selon les modalités qui font l'objet de la convention spécifique de cette intervention humanitaire.

Art. 3. De betaling van de subsidie zal gebeuren door overschrijving op de volgende rekening :

Begunstigde : Food Agr Org – TF EUR
Bank : Citibank
SWIFT : CITIGB2L
IBAN : GB96CITI18500817853858

Art 4. De subsidie zal uitbetaald worden in 3 schijven als volgt :

5.000.000 EUR in 2021
5.000.000 EUR in 2022

a) De eerste schijf zal uitbetaald worden na de officiële kennisgeving van dit besluit en na voorlegging van een schuldvordering door de begunstigde;

b) De uitbetaling van de tweede schijf zal gebeuren zoals voorzien in de intentiebrief.

Elke overdracht van schuldvorderingen betreffende deze subsidie is verboden.

Art 5. Dit besluit treedt in werking op de datum van zijn ondertekening.

Brussel,

25 MAART 2021

Art. 3. La liquidation du subsidie se fera par virement au compte suivant :

Bénéficiaire : Food Agr Org – TF EUR
Banque : Citibank
SWIFT : CITIGB2L
IBAN : GB96CITI18500817853858

Art 4. Le subsidie sera payé en 2 tranches comme suit :

5.000.000 EUR en 2021
5.000.000 EUR en 2022

a) La première tranche sera mise en paiement après notification de cet arrêté et après réception d'une déclaration de créance établie par le bénéficiaire ;

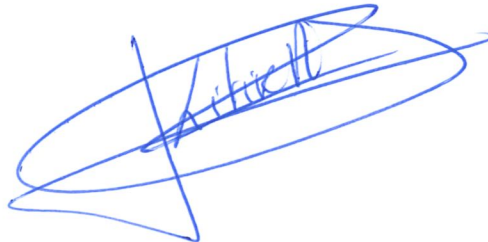
b) Le versement de la 2ème tranche s'effectuera selon les modalités prévues par la lettre d'intention.

Toute cession de créance relative à ce subsidie est interdite.

Art 5. Le présent arrêté entre en vigueur à la date de sa signature.

Bruxelles, le

25 MAART 2021



Meryame Kitir

