

**MEMORANDUM OF UNDERSTANDING (MOU)**

BETWEEN

**THE GOVERNMENT OF THE KINGDOM OF BELGIUM**  
THROUGH THE FEDERAL PUBLIC SERVICE OF FOREIGN AFFAIRS, FOREIGN  
TRADE AND DEVELOPMENT COOPERATION (Donor)

AND

**THE OFFICE OF THE HIGH COMMISSIONER FOR HUMAN RIGHTS (OHCHR),**  
THROUGH THE **UNITED NATIONS JOINT HUMAN RIGHTS OFFICE (UNJHRO),**  
hereafter (OHCHR)

TO SUPPORT THE

**“UNJHRO’s ACTIVITIES ON TRANSITIONAL JUSTICE, FIGHT AGAINST IMPUNITY  
AND PROTECTION IN THE DEMOCRATIC REPUBLIC OF THE CONGO (Kasai, North  
and South Kivu, Tanganyika and Ituri)**

**2021 to 2022**

WHEREAS the Donor and OHCHR signed a Framework Arrangement on 23 September 2016 setting out their intentions to cooperate closely in the form of a partnership for development,

WHEREAS, in line with the Framework Arrangement, the Donor hereby agrees to provide a specific contribution not exceeding 1,500,000 € (One million five hundred thousand EURO) ("the Contribution") to support the **“UNJHRO’s activities on transitional justice, fight against impunity and protection in the Democratic Republic of the Congo (Kasai, North and South Kivu, Tanganyika and Ituri)”** ("the Project") as set out in the attached project proposal,

WHEREAS OHCHR is prepared to receive and administer the contribution for the implementation of the project,

WHEREAS OHCHR’s field presence in the DRC, the United Nations Joint Human Rights Office (UNJHRO), will be implementing the project,

NOW THEREFORE, OHCHR and the Donor hereby agree as follows:

**Article I. The Contribution**

1.1. The Donor shall, in accordance with the schedule of payments set out below, contribute to **OHCHR** the amount of 1,500,000 € (One million five hundred thousand EURO). The contribution shall be deposited in the following bank account:

1.2.

Bank Name	<b>UBS AG</b>
Bank Address	<b>Rue du Rhône 8, CH-1211 Geneva 2, Switzerland</b>
SWIFT code/BIC	<b>UBSW CH ZH 80A</b>
IBAN	<b>CH85 0024 0240 FP10 0381 0</b>
Account number	<b>240-FP100381.0</b>
Account name	<b>United Nations (CHUB7)</b>
Reference	<b>OHCHR / DRC transitional justice 2021-2022</b>

Schedule of payments

The Belgian contribution will be transferred in two installments:

- A first installment of 50% of the contribution upon signature of the MoU by both parties.
- A second installment of 50% once the first installment has been properly accounted for.

**OHCHR** should notify the KINGDOM OF BELGIUM, using Annex 2, that the payment has been received.

1.3. The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the **OHCHR** of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, **OHCHR** shall inform the Donor with a view to determining whether any further financing could be provided by the Donor. Should such further financing not be available, the assistance to be provided to the project may be reduced, suspended or terminated by **OHCHR**.

1.3. The above schedule of payment takes into account the requirement that the payments shall be made in advance of the execution/implementation of planned activities. It may be amended to be consistent with the progress of programme/project delivery.

1.4 **OHCHR** shall receive and administer the contribution in accordance with the United Nations Financial regulations and rules.

1.5. **OHCHR** will keep separate records and accounts for the project expressed in US dollar. All reporting obligations to the Donor shall be expressed in Euro (using the official United Nations exchange rate at the date of receipt of the contribution).

**Article II. Utilization of the Contribution**

2.1. The implementation of the responsibilities of **OHCHR** pursuant to this Agreement and the project document shall be dependent on receipt by **OHCHR** of the contribution in accordance with the schedule of payment as set out in Article I, paragraph 1, above.

2.2. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph 2 above is not forthcoming from the Donor or other sources, the assistance to be provided to the project under this Agreement may be reduced, suspended or terminated by **OHCHR**.

2.3. Any interest income attributable to the contribution may be used by **OHCHR** to supplement the project funds.

2.4. The contribution is earmarked for the **Project to support UNJHRO's activities on transitional justice, fight against impunity and protection in the Democratic Republic of the Congo (Kasaï, North and South Kivu, Tanganyika and Ituri)**.

### **Article III. Administration and reporting**

3.1. Project management and expenditures shall be governed by the regulations, rules and directives of **the United Nations**.

3.2 **OHCHR** shall provide to the Donor all or parts of the following reports prepared in accordance with its accounting and reporting procedures.

- (a) An intermediate financial report, covering at least 75% of first installment, in order to allow payment of the second installment.
- (b) A final report summarizing project activities, the achieved results and impact of activities (incl. sources of verification), the encountered difficulties and/or lessons learned, as well as provisional financial data, within six months after the date of completion of the project or termination of the Agreement.
- (c) A final financial report, incl. a certified financial statement, to be submitted no later than 30 June of the year following the financial closing of the project or termination of the Agreement.

3.3. If special circumstances so warrant, **OHCHR** may provide more frequent reporting at the expense of the Donor. If needed, the specific nature and frequency of this reporting can be specified in supplementary annex of this Agreement.

3.4. The Donor and **OHCHR** will regularly discuss with regard to the progress of the project and will share any relevant documents.

### **Article IV. Administrative and support services**

4.1. The Donor's contribution to the project will not exceed EUR 1,500,000, including direct project costs, programme support costs of 13% applicable to the management of UN general trust funds, and any cost provision in the project for contingencies. The Donor's contribution shall be subject to cost recovery by for two distinct cost categories related to the provision of support services, namely:

(a) Indirect costs incurred by **OHCHR's** headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the contribution shall be charged a fee equal to 13%.

(b) Direct costs incurred for implementation support services (ISS) provided by **OHCHR**. As long as they are unequivocally linked to the specific project, these costs are built into the project budget against a relevant budget line and, in the case of clearly identifiable transactional services, charged to the project/programme according to standard service rates.

4.2. The aggregate of the amounts budgeted for the project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the project under this Agreement as well as funds which may be available to the project for project costs and for support costs under other sources of financing.

#### **Article V. Equipment**

Ownership of equipment, supplies and other properties financed from the contribution shall vest in **OHCHR**. Matters relating to the transfer of ownership by **OHCHR** shall be determined in accordance with its relevant policies and procedures.

#### **Article VI. Auditing**

The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of **the United Nations**. Should the Audit Report of the United Nations Board of Auditors to its governing body contain observations relevant to the contributions, such information shall be made available to the Donor.

#### **Article VII. Evaluation**

The Donor can decide to organize, by its external evaluation service and on its own expenses, an ex-post evaluation of the Project. **OHCHR** will be informed in advance and provide their full cooperation to the evaluation. The findings of the evaluation will be communicated to **OHCHR**.

#### **Article VIII. Anti-Corruption and responsibility clause**

8.1. No offer, payment, consideration, gift or benefit of any kind, which could be regarded as an illegal or corrupt practice, has or will be made, promised, sought or accepted, neither directly or indirectly, as in inducement or reward, in relation to activities funded under this Project, including tendering, award or execution of contracts. Any such practice will be grounds for the immediate cancellation of this MoU. **OHCHR** will take swift legal action to stop, investigate and if necessary prosecute – in accordance with its applicable law – any person or organization suspected of misuse of resources or corruption.

8.2. **OHCHR** will promptly inform the Donor of any instances of corruption and of the measures taken as referred to above.

8.3. The Donor will not be responsible for the activities of any person or third party engaged by the Project as a result of this MOU, nor will he be liable for any costs incurred in terminating the engagement of any such person.

#### **Article IX. Completion of the Agreement**

9.1. **OHCHR** shall notify the Donor when all activities relating to the project have been completed.

9.2. Notwithstanding the completion of the project, **OHCHR** shall continue to hold unutilized payments until all commitments and liabilities incurred in the implementation of the project have been satisfied and project activities brought to an orderly conclusion.

9.3. If the unutilized payments prove insufficient to meet such commitments and liabilities, **OHCHR** shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.

9.4. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by **OHCHR** in consultation with the Donor.

#### **Article X. Termination of the Agreement**

10.1. After consultations have taken place between the Donor and **OHCHR** and provided that the payments already received are, together with other funds available to the project, sufficient to meet all commitments and liabilities incurred in the implementation of the project, this MoU may be terminated by **OHCHR** or by the Donor. The MoU shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate the MoU.

10.2. Notwithstanding termination of all or part of this MoU, **OHCHR** shall continue to hold up to the date of termination, unutilized payments until all commitments and liabilities incurred in the implementation of all or the part of the project, for which this MoU has been terminated, have been satisfied and project activities brought to an orderly conclusion.

10.3. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by **OHCHR** in consultation with the Donor.

#### **Article XI. Amendment of the MoU**

The MoU may be amended through an exchange of letters between the Donor and **OHCHR**. The letters exchanged to this effect shall become an integral part of the MoU.

#### **Article XII. Settlement of disputes**

**OHCHR** and the Donor shall seek to settle amicably through direct negotiations any differences and disputes arising from or relating to the implementation of this MoU.



**Article XIII. Correspondence**

**OHCHR** and the Donor shall correspond via respectively OHCHR's field presence **UNJHRO** and the Embassy of Belgium in Kinshasa.

**Article XIV. Entry Into Force**

This MoU shall enter into force upon signature and deposit by the Donor of the first contribution-payment to be made in accordance with the schedule of payments set out in Article I, paragraph 1 of this MoU and the signature of the project document by the concerned parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present MoU in the English language in two copies.

For the Donor:

For **OHCHR**



Date: 26 APR. 2021

Meryame Kitir  
Minister of Development Cooperation



Date: 31 May 2021

Michelle Bachelet  
High Commissioner for Human  
Rights