



KINGDOM OF BELGIUM

Minister of Development Cooperation
and of Major Cities Policy

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Mr. Jean Verheyden
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SWITZERLAND

our reference

D5.1/LC/HUM.02.02/2021/08/13003/1

to be quoted in all correspondence

date

Object : Belgium's additional Contributions to the Country Based Pooled Funds in Lebanon and oPt for 2021 / OCHA - 5.000.000 EUR - FF/2021/08

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 5.000.000 EUR for 2021 to the Country Based Pooled Funds (CBPF), under the "Terms and Conditions of the Contribution" as stated in this letter.

This contribution of 5.000.000 EUR will be paid in 2021 as follows: 3.000.000 EUR for the CBPF in Lebanon and 2.000.000 EUR for the CBPF in oPt for 2021.

Please find enclosed a copy of the Ministerial Decree awarding 5.000.000 EUR to the above mentioned humanitarian funds for 2021.

Terms and Conditions of the Contribution

1. Payment conditions

- 1.1. The contribution will be paid in a single installment. This installment will be paid upon receipt of OCHA's written acceptance of the terms and conditions described in this letter, together with a payment request stating OCHA's bank account.
- 1.2. The payment will be done into the following bank account with the mention "OCHA CBPFs".

Bank :	UBS AG
Bank Address :	Rue du Rhône 8 Case Postale 2600 CH-1211 Geneva 2 Switzerland
Account name :	UN Geneva General Fund
IBAN :	CH85 0024 0240 FP10 0381 0
Account number :	240-FP100381.0
Bank number :	240
SWIFT code :	UBSW CH ZH 80A
Reference for 2021 payment:	OCT#9911

- 1.3. OCHA'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 : einvoice@diplobel.fed.be (with D5.1 in copy). OCHA's formal claim for payment has to state OCHA's bank account for payment, as mentioned above under 1.1. .
- 1.5. This letter of the Belgian Minister in charge of Development Cooperation and the written acceptance by OCHA 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. The contribution will be used for the replenishment of the following Country-based Pooled Funds :

Year	Disbursement	CBPF
2021	3.000.000 EUR	Lebanon
2021	2.000.000 EUR	oPt

- 2.2. The General conditions under which the Government of Belgium contributes to the above mentioned humanitarian funds are those set out in the 2015 Operational Handbook for Country-based Pooled Funds and in the specific Terms of Reference of each of these funds.



- 2.3. Eligible expenses will only start at the date of signature of the Ministerial decree awarding the funds.
- 2.4. Any modification of the present agreement shall be officially requested to the Director General of the DGD and must receive its written approval.
- 2.5. Special attention shall be provided to the implementation of OCHA's gender policy.
- 2.6. The Parties agree to apply the final harmonized SEAH language of July 2021 as set forth in the Annex to this Specific Agreement. It is understood that the references to "Donor" in the Annex refer to the Government of Belgium and the references to "Recipient" in the Annex refer to OCHA.
- 2.7. OCHA commits to inform the DGD in case of credible allegations or substantiated cases of fraud or corruption affecting donor's funds, in line with OCHA policies. OCHA will also inform DGD on the measures taken by the organization to mitigate and resolve the identified problem(s).
- 2.8. 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 contributions to CBPFs/RhPFs (2023-2024).
- 2.9. 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.
- 2.10. Ownership of equipment, supplies and other property financed from the contribution shall be vested in OCHA. Matters relating to the transfer of ownership by OCHA shall be determined in accordance with the relevant policies and procedures of OCHA.
- 2.11. While this contribution is normally spent within the year in which it is allocated, any unspent portion of the grant will remain in the funds' budget until fully used in accordance with the CBPF/RhPF regulations, rules, directives and procedures.

3. Justification and reporting

- 3.1. The administration of the contribution shall be governed by the Financial Rules and Regulations of the United Nations. The use of the funds contributed by Belgium to the CBPF/RhPF shall be justified within the framework of the global financial reporting system to the member states.
- 3.2. The contribution shall be subject exclusively to the internal and external auditing procedures provided for in United Nations' Financial Regulations and Rules, and other applicable directives.

4. Visibility

- 4.1. When appropriate, OCHA undertakes actions to guarantee the visibility of the contribution of the Belgian government, which shall be given proper publicity. In its



reports OCHA shall indicate that a one-year contribution of 5.000.000 EUR to the CBPF has been made by the 'Belgian Government'.

5. Consultation

- 5.1 Upon request and as coordinated with OCHA, donor representatives will be welcome to participate in program reviews and evaluations, at the donors own expense.

6. Interpretation and dispute

- 6.1 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 OCHA and DGD. If, at 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 OCHA or DGD giving three months written notice.

7. Correspondence

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

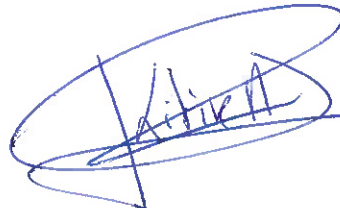
For OCHA

Donor Relations Section
Partnerships and Resource Mobilization
Branch
OCHA Geneva

For Belgium

Permanent Mission of Belgium to the
United Nations
Geneva

Yours Faithfully,



Meryame Kitir

Enclosure(s): Copy of the Ministerial Decree

