



KINGDOM OF BELGIUM

Minister of Development Cooperation
and of Major Cities Policy

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**
15/09/2021

our reference
D5.1/NLA/HUM 04.04.03.2021.09/12538/1

date

to be quoted in all correspondence

**Subject: Humanitarian Projects – AB 14 54 52 35.60.83 – General budget 2021
- Grant to UNHCR : “Contribution in support of people of concern to UNHCR in
Syrian Arab Republic, Niger, Mali and Uganda” – 8.000.000 EUR – PJ/2021/06**

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 **8.000.000 EUR,**
as a **Belgian contribution (ref. PJ/2021/06),**
for the following project:
**“Contribution in support of people of concern to UNHCR in Syrian Arab
Republic, Niger, Mali and Uganda”**

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

Please find enclosed a copy of the Ministerial Decree awarding 8.000.000 EUR towards UNHCR.

Terms and Conditions of the Contribution

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 : SPF Affaires étrangères, Commerce extérieur et Coopération au Développement - DG D (D5, Directorate Humanitarian Aid and Transition) - Rue des Petits Carmes, 15 - 1000 Bruxelles.
- A formal claim for the payment of the contribution, to be sent to : einvoice@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 Syrian Arab Republic, Niger, Mali and Uganda" 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, Directorate Humanitarian Aid and Transition).

2. Administration of the contribution

2.1 The contribution covers a period 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 Rules and 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 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.

2.6 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 The Parties agree to apply the final harmonized SEAH language of July 2021 as annexed to this letter. 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 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 UNHCR's regulations, rules, directives and procedures.

3.2 Furthermore, UNHCR shall provide an individual "Confirmation of Expenses" statement for this contribution of 8.000.000 EUR for its activities in Syria, Niger, Mali and Uganda.

3.3 UNHCR commits to inform the DGD in case of credible allegations or substantiated cases of fraud or corruption affecting donor's funds, in line with UNHCR policies. UNHCR will also inform DGD on the measures taken by the organization to mitigate and resolve the identified problem(s).

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 Belgian contribution to the projects or its activities in publications, speeches, press releases or similar communications. UNHCR will also inform the DGD of these communications by sending an email Com.DGD@diplobel.fed.be and martine.warck@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 the 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 UNHCR shall provide the representatives of the Belgian Development Cooperation, on request and according to jointly-agreed modalities, with relevant and reasonable information concerning the use of the funds object of this letter as well as regarding the progress of 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.

5.4 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

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

Enclosure(s): Copy of the Ministerial Decree

