



**KINGDOM OF BELGIUM**

Minister of Development Cooperation  
and Major Cities Policy

Your contact person:  
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M. Peter Maurer  
President  
International Committee of the Red Cross  
19 Avenue de la Paix  
CH – 1202 Geneva  
SWITZERLAND

your communication of  
03/08/2022

your reference

our reference

D5.1/AV/HUM 04.04.03/2022.02/8166/1

to be quoted in all correspondence

date

**28 SEP. 2022**

**Subject : Humanitarian Project (AB 14 54 52 35.60.83) – General budget 2022 - Grant to ICRC :  
"ICRC activities in Ukraine" – 8.000.000 EUR – PJ/2022/04**

Dear Sir,

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 ICRC, the amount of 8.000.000 EUR, for the following project, under the Terms and Conditions of the Contribution as stated in this letter:

"ICRC activities in Ukraine" – 8.000.000 EUR

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

## TERMS AND CONDITIONS OF THE CONTRIBUTION

### **1. Payment conditions**

1.1 The payment of the contribution will be done into ICRC's bank account:

Bank : UBS SA  
P.O. Box 2600  
CH – 1211 Geneva 2  
Account number : 240-C0129986.5  
Code SWIFT : UBSWCHZH80A  
IBAN : CH 25 0024 0240 C012 9986 5

1.2 The contribution will be paid in one installment upon receipt of :

- ICRC'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 - Directorate-General for Development Cooperation and Humanitarian Aid (DGD) (Att: 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](mailto:einvoice@diplobel.fed.be). ICRC's formal claim for payment has to state ICRC'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 Humanitarian aid unit ([D5.1@diplobel.fed.be](mailto:D5.1@diplobel.fed.be)).

1.3 This letter of the Belgian Minister for Development Cooperation, the written acceptance by ICRC of the terms and conditions specified in this letter, and the written project proposal "ICRC activities in Ukraine" constitute the specific agreement for the award and use of the contribution. ICRC 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 18 months, starting from the date of signature of the Ministerial Decree.

2.2 The contribution shall be managed by ICRC in accordance with its Financial Rules and Regulations (non-core).

2.3 In all projects, special attention shall be provided to respect the diversity and inclusion dimensions of the guiding principles of ICRC's Accountability to Affected Populations Framework.

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, ICRC commits to inform the DGD of it and to update the DGD of its answer and potential actions to correct the situation.

2.5 The ICRC will take all reasonable and adequate steps to prevent sexual misconduct (as defined in its Code of Conduct and related regulations, policies and procedures, but in any case including sexual exploitation, abuse and harassment, "SEAH") in connection with the



implementation of the project/program in accordance with its applicable regulations, rules, administrative issuances, policies and procedures. Absolute prohibition of any form of sexual misconduct, as defined in ICRC policies, applies to all employees and, to the extent specifically mentioned in the ICRC policies, to suppliers and implementing partners.

In the event that the ICRC determines that there are credible allegations of sexual misconduct, the ICRC will take swift and appropriate action, including investigating any person or group of persons suspected of such misconduct and taking disciplinary measures, in accordance with its regulations, policies and procedures.

The ICRC will notify the DGD as soon as practical of any credible allegation or substantiated case of misconduct that would be of significant impact to its partnership with the DGD and which affects the donor's funds. The DGD will treat any information provided by the Partner as strictly confidential and with the same degree of care that it uses to protect its own strictly confidential information to ensure that such notification(s) will not jeopardize the proper conduct of any investigation, to ensure the safety and security of persons and assets, and to respect the due process rights of all involved. In any case, the ICRC shall not disclose any personal information/data when reporting on misconduct in application of this provision.

**2.6** Ownership of equipment, supplies and other property financed from the contribution shall be vested in ICRC. Matters relating to the transfer of ownership by ICRC shall be determined in accordance with the relevant policies and procedures of ICRC.

**2.7** Any modification of the present agreement or its annexes shall be officially requested to the Director General of the DGD no later than two months before the project's initial end date and must receive its written approval.

### **3. Justification, reporting, and refunding**

**3.1** The ICRC shall justify the use of these funds by providing standardized annual activity and financial reports. These reports shall be made in accordance with ICRC's regulations, rules, directives and procedures.

**3.2** Furthermore, ICRC shall provide an individual "Confirmation of Expenses" statement for this contribution of 8.000.000 EUR for its activities in Ukraine.

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

### **4. Visibility, interpretation and dispute**

**4.1** Where appropriate and in line with its rules, ICRC will acknowledge the Belgian contribution to the projects or its activities in publications, speeches, press releases or similar communications. ICRC will also inform the DGD of these communications by sending an email [Com.DGD@diplobel.fed.be](mailto:Com.DGD@diplobel.fed.be) and [D4.3@diplobel.fed.be](mailto:D4.3@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 ICRC 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 ICRC or the DGD giving three months written notice. Nevertheless contractual obligations entered into force between ICRC 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 ICRC 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** ICRC 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. ICRC 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 and attaches 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 eco-system.

**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. Confidentiality**

**6.1** The Parties undertake to respect the confidentiality of any information marked as confidential, which is shared, collected, handled by the Parties in relation to or within the frame of this agreement, including all information marked as confidential concerning the Parties and their activities.

**6.2** Such respect includes neither sharing confidential information, under any circumstances, with anyone other than the intended recipient, nor permitting its use in any communication with any third party, unless the prior written consent of the other Party to this agreement has been obtained.

**6.3** Should a party be legally required to disclose confidential information, this party shall inform the other party of such request prior to any disclosure as soon as possible. Should that other party not consent to the confidential information in question being disclosed, or in case of a request in the context of the exercise by parliament of its right of control on governmental activities and expenditures in the form of (written and oral) questions and interpellations, the parties shall



cooperate in view of seeking the best protections available for the information marked as confidential.

## 7. No-waiver

7.1 Nothing in the agreement shall be interpreted as an express or implied waiver on the part of the ICRC of its privileges and immunities as an international organization.

## 8. Correspondence

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

For ICRC:  
ICRC Headquarter  
Geneva

Daniel Littlejohn-Carrillo  
Head of Resource Mobilization

Benjamin Eckstein  
Country Manager, Resource Mobilization Division

For Belgium:

The Permanent Mission of Belgium to the  
United Nations and the ICRC in Geneva

Yours faithfully,

*P.P. Fayat/Hoaini*  
*B.E.*  


Meryame Kitir

Enclosure(s): Copy of the Ministerial Decree

