



**KINGDOM OF BELGIUM**  
Deputy Prime Minister and Minister of Social Affairs and  
Public Health, in charge of Development Cooperation and  
Major Cities Policy

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Ms Magnhild Vasset  
Director of Field Operations  
Norwegian refugee Council  
Prinsensgate 2  
0152 Oslo

your communication of

your reference

our reference

date

D5.1/NVK/HUM.04.04.03/2022/10250/1

to be quoted in all correspondence

**16 NOV. 2022**

**Object: Humanitarian Aid Projects (AB 54 52.35.60.83) - Grant to the Norwegian Refugee Council" – Enhancing the protection of conflict-affected civilian populations in Ukraine - 2.000.000EUR – PJ/2022/10- PRISMA 4352**

Dear Ms Vasset,

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 decided to make available to the Norwegian Refugee Council (NRC) the amount of 2.000.000 EUR, for the following project, under the Terms and Conditions of the Contribution as stated in this letter:

**"Enhancing the protection of conflict-affected civilian populations in Ukraine " – 2.000.000 EUR.**

Please find enclosed a copy of the Ministerial Decree awarding 2.000.000 EUR to the NRC.

## **TERMS AND CONDITIONS OF THE CONTRIBUTION**

### **1. Payment conditions**

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

**Bank :** DNB BANK ASA  
Dronning Eufemias gate 30  
Oslo 0191

**Account number :** NO31 8210 6070 365

**SWIFT code:** DNBANOKKXXX

**IBAN :** NO31 8210 6070 365

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

- NRC's written acceptance of the terms and conditions described in this letter addressed to the General Director of the Directorate-General for Development Cooperation and Humanitarian Aid (DGD) (Att: D5, Directorate Humanitarian Aid and Transition) – Rue des Petits Carmes, 15 – 1000 Bruxelles.
- NRC's formal claim for the payment of the contribution stating the bank account for payment, as mentioned above under 1.1, to be sent to : [invoice@diplobel.fed.be](mailto:invoice@diplobel.fed.be).

These two documents will also be sent by email to the Humanitarian aid unit ([D5.1@diplobel.fed.be](mailto:D5.1@diplobel.fed.be)).

1.3 The present letter, the written acceptance by NRC of the terms and conditions specified in this letter, the formal claim of NRC for the payment of the contribution and the written project proposal "Improved coordination for the effective and efficient use of humanitarian resources", constitute the specific agreement for the award and use of the subsidy.

### **2. Administration of the contribution**

2.1 The contribution covers a period of 12 (twelve) months starting from the date of signature of the Ministerial Decree awarding the grant.

2.2 The contribution shall be managed and the activities shall be carried out in accordance with the Law on Development Cooperation of March 19<sup>th</sup> 2013, modified by the law of January 9<sup>th</sup> 2014 and the Royal Decree on Humanitarian aid of April 19<sup>th</sup> 2014, modified by the Royal Decree of June 14<sup>th</sup> 2017.

2.3 The activities shall be carried out in accordance with the proposal sent to the Humanitarian aid unit on June 15<sup>th</sup> 2022. Therefore, the contribution shall be used in accordance with the foreseen objectives and the budget as written here after under 2.4.



2.4 The budget of the intervention is:

4	Project materials, goods, services, Implementing partner costs	574.498
5	Personnel costs	882.284
6	Premises, communication,	366.594
7	Total costs travel, transport etc	70.519
81/82	Financial items (net)	1.839
<b>TOTAL DIRECT COSTS (excl. Indirect costs)</b>		<b>1.895.735</b>
5,5%	<b>Indirect costs</b>	<b>104.265</b>
<b>TOTAL PROJECT COSTS</b>		<b>2.000.000</b>

2.5 Any modification of more than 15% in the main categories of expenses shall be officially requested to the Director General of the DGD no later than two months before the end of the project and must receive a written approval.

2.6 During the implementation of the project, implementation of NRC's gender policy shall be emphasized.

2.7 One no-cost extension of maximum 6 months that can be requested to the Director of Humanitarian Aid and Transition (D5) no later than two months before the end of the project must receive a written approval.

2.8 Any modification of the objectives of the project shall be officially requested to the Director of Humanitarian Aid and Transition (D5) no later than two months before the end of the project and must receive a written approval.

2.9 All charges exceeding the amount of 250.000 EUR, including exchange rate charges, are NRC's own responsibility.

2.10 Any local, national, regional or international purchase exceeding the amount of 30.000 EUR (VAT excluded) shall be subjected to the comparative assessment of tenders from 3 different suppliers. The tender offering the best value shall be selected. If for specific reasons inherent to the context of the intervention, it is not possible to meet the obligation of comparative assessment as described in the preceding paragraph, the organization needs to request for a derogation of this procedure, clearly justified, to the Director of Humanitarian Aid and Transition (D5) of DGD.

2.11 If at the end of the intervention there are material, equipment or items, financed with this contribution, that were not distributed, NRC shall inform the DGD and suggest ways to use them.

2.12 Assignment of a receivable is forbidden.



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

**3.1** NRC shall justify the use of these funds by providing, no later than 3 months after the end of the intervention, a final report comprising:

1° A final narrative report which shall have a focus on results and shall mention initial objectives, results achieved, challenges faced and solutions found. Should some activities not have been carried out, the report will highlight the reasons, the measures taken to mitigate the challenges and the way the funding has been used for the implementation of other activities. The final narrative report shall also mention the amendments to the specific agreement, including the rationale and their impact on the implementation of the activities.

2° A financial report which shall present the real expenses that occurred during the implementation of the financed activities, keeping the same structure than in the initial budget as agreed by the DGD.

This report shall state the total amount of contributions received for this project, including contributions of other donors.

3° A final evaluation on the use of the contribution.

4° An external audit report.

A soft copy will be sent for information to the person in charge of your file mentioned in the header of this letter.

**3.2** NRC commits to inform the DGD in case of – suspected – active or passive fraud or corruption as well as the measures the organization has taken in order to mitigate and resolve the identified problem.

**3.3** External audit report and external or internal evaluation report shall be sent together with the final reports.

**3.4** The original expenses documentation (receipts, vouchers, bank statements,...) related to this contribution will be kept at NRC's headquarters, at the disposal of the FPS Foreign Affairs, Foreign Trade and Development Cooperation.

**3.5** All supporting documentation as mentioned under 3.1, 3.2 and 3.3 shall be officially sent to:

FPS Foreign Affairs, Foreign Trade and Development Cooperation  
DGD – D5 – Humanitarian aid and Transition  
Rue des Petits Carmes, 15  
1000 Bruxelles

Or by email to [D5.1@djplobel.fed.be](mailto:D5.1@djplobel.fed.be).

**3.6** The reports will be certified "true and complete" by the legal representative of your organization.



3.7 NRC's representatives should be able to provide the representatives of the Permanent Mission of Belgium to the United Nations and other international organizations established in Geneva with all information concerning the use of the funds resulting from this grant and the progress of the above mentioned intervention.

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

4.1 As regards the visibility to be given to this operation, and provided that it does not jeopardize the implementation of impartial, neutral and independent humanitarian action, access to beneficiaries or the safety of the beneficiaries or of the humanitarian actors themselves, the contribution of the Belgian Government will have to be clearly mentioned both to the assisted populations, the local authorities and other donors and to the media in the broad sense (in all communications concerning this operation on radio, television, the written press, the Internet, etc.). The packaging and boxes containing the supplies intended for the operation's target population must be marked "Donated by the Belgian Government". This inscription must also be in the language of the beneficiaries.

4.2 When appropriate and in line with its rules, NRC will acknowledge the contribution of the Belgian government in references to the project or its activities in publications, speeches, press releases or similar communications. NRC 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.

4.3 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 the NRC and DGD.

4.4 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 NRC or DGD giving three months written notice. Nevertheless contractual obligations entered into force between NRC 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 staff of NRC responsible for and in charge of the implementation of the project which is the object of the Belgian contribution, shall provide the representatives of the Belgian Development Cooperation, upon request, with every information concerning the use of the funds object of this letter as well as regarding the progress of the project.

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



## 6. Correspondence

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

For NRC

Norwegian refugee Council  
Prinsensgate 2  
0152 Oslo

For Belgium

DGD – Humanitarian aid unit (D5.1)  
Ministry of Foreign Affairs  
Rue des Petits Carmes 15  
1000 Bruxelles  
Belgique

Yours faithfully,



Frank Vandenbroucke

Enclosure(s): copy of the Ministerial Decree



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Twitter: @MFABelgium • Facebook: Diplomatie.belgium • Instagram: @BelgiumMFA

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