



KINGDOM OF BELGIUM

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

Ms. Karin Manente
Director Public Partnerships and Resourcing WFP
Via Cesare Giulio Viola, 68/70
Rome
00148
Italy

your communication of	your reference	our reference	date
22/11/2022		D5/IC/MUL.09.02/2022.11/12089/1 to be quoted in all correspondence	

**RE: Ukrainian Grain Initiative Twinning Opportunity- Basic Needs and Logistic Support Projects
(A.B. 14 54 16 35.60.49) - Grant to WFP : 10.000.000 EUR – MO/2022/01**

Dear Ms. Manente,

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 World Food Program/WFP, the amount of 10.000.000 EUR, for the following project, under the Terms and Conditions of the Contribution as stated in this letter:

« Grain from Ukraine Initiative for Sudan »

Please find enclosed a copy of the Royal Decree awarding 10.000.000 EUR to the WFP.

As this Belgian contribution is to be paid on our 2022 budget, may I ask you to send us the signed agreement and payment request before December 23rd.

TERMS AND CONDITIONS OF THE CONTRIBUTION

1. Payment conditions

1.1. The payment of the contribution will be done into the WFP bank account:

Bank: Citibank Europe Plc, Belgium Branch
Tribes Central Station
Rue des Colonies, 56
1000 Brussels, Belgium

IBAN: BE62 5706 2677 5561

SWIFT CODE: CITIBEXX

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

- The WFP'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.
- The WFP'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: einvoice@diplobel.fed.be. WFP's claim for payment has to state WFP's bank account for payment, as mentioned above under 1.1.

This document confirming both items will be sent by email to the Directorate for Humanitarian aid and Transition (D5@diplobel.fed.be) and your contact person (isabelle.cammaert@diplobel.fed.be).

1.3. This letter of the Belgian Minister in charge of Development Cooperation, the written acceptance by WFP of the terms and conditions specified in this letter, and the written project proposal « **Grain from Ukraine Initiative for Sudan** » constitute the specific agreement for the award and use of the contribution. WFP 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 project has a duration of 12 months, starting from the date of signature of the Royal Decree.

2.2. The contribution shall be managed by WFP in accordance with WFP's Regulations and Rules, which shall mean WFP's General Regulations and General Rules, Financial Regulations and Financial Rules, internal policies, circulars, directives, manuals, procedures, internal practices and legal framework, as applicable.

2.3. In all projects, a special attention shall be provided to the implementation of WFP gender policy.

2.4. 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 WFP.



2.5. Ownership of equipment, supplies and other property financed from the contribution shall be vested in WFP. Matters relating to the transfer of ownership by WFP shall be determined in accordance with WFP's Regulations and Rules.

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.

3. Justification, reporting and refunding

3.1. WFP shall justify the use of these funds by providing a standardized annual financial report, Annual Country Report. This report shall be made in accordance with WFP's Regulations and Rules.

3.2. The contribution shall be subject exclusively to the internal and external auditing procedures provided for in WFP's Regulations and Rules.

3.3. Each Party hereby affirms that it is highly risk averse towards fraud, corruption, theft, collusive, coercive and obstructive practices, money laundering and financing of terrorism (the "Prohibited Practices") in its activities and operations and has zero tolerance for inaction. To this end, WFP shall maintain standards of conduct governing the performance of its officers, employees, agents, contractors and sub-contractors, including the prohibition of Prohibited Practices in connection with the granting and administration of any resources provided pursuant to this Agreement, as set forth in WFP's Regulations and Rules, including, without limitation, WFP's Anti-Fraud and Anti-Corruption policy, as may be amended from time to time. Any request by the DGD for investigation reports substantiating actual or attempted violations of the WFP Anti-Fraud and Anti-Corruption Policy will be submitted and processed in accordance with the WFP Policy for the Disclosure of Oversight Reports (as may be amended from time to time).

3.4. WFP shall allocate any unspent balance to similar projects in other most vulnerable OECD-DAC ODA Recipient countries identified by WFP. In the case that there are no such similar projects, the unspent balance will be credited to WFP's General Fund and subsequently allocated in accordance with WFP's Regulations and Rules. DGD welcomes feedback on the development of either scenario. The financial Annual Country Report, stating the total amount of the balance upon the project end, shall be provided by WFP according to WFP's Regulations and Rules.

3.5. All supporting documentation shall be officially sent to: Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation, rue des Petits Carmes / Karmelietenstraat 15 - 1000 Brussels - Belgium or by email to D5@diplobel.fed.be and the contact person.

4. Visibility, interpretation and dispute

4.1. When appropriate and in line with WFP's Regulations and Rules, WFP will acknowledge the contribution of the Belgian government in references to the project or its activities in publications, speeches, press releases or similar communications. WFP will also inform the DGD of these communications by sending an email Com.DGD@diplobel.fed.be and D4.3@diplobel.fed.be copied to the designated contact person of the Humanitarian Aid and Transition Directorate 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 WFP 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 WFP or DGD giving three months written notice. Nevertheless contractual obligations entered into force between WFP 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 WFP 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, and within the framework of WFP's Regulations and Rules, with every information concerning the use of the funds object of this letter as well as regarding the progress of the project.

5.2. WFP shall grant donor representative(s) access to project sites 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. WFP assumes no responsibility or liability for the life safety or property of visitors to its field offices, who are advised to carry appropriate insurance.

6. Correspondence

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

For WFP

WFP-Roma
Via Cesare Giulio Viola, 68/70
00148 Rome
Italy

For Belgium

DGD – D5 Humanitarian Aid and Transition
Ministry of Foreign Affairs
Rue des Petits Carmes 15
1000 Bruxelles
Belgique

Yours faithfully,



Frank Vandembroucke

Enclosure(s): Harmonised SEAH Language 2021

