



**KINGDOM OF BELGIUM**

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

Mr Mark MANLY  
Head of Donor Relations and Resource  
Mobilization  
UNHCR Geneva Head Office  
Case Postale 2500  
CJ-1211 Genève 2  
Suisse

Your contact person: Annemarie Van der Avort  
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your communication of

your reference

our reference

date

MD8/JJD/HUM.04.01.01/2022/9844

12 DEC. 2022

to be quoted in all correspondence

**Re: Grant to UNHCR: " Improving Climate Resilience in Refugee Hosting Districts in Kigoma Region, Tanzania" – 4.000.000 EUR –AB 14 54 61 54.52.01**

Dear Mr Manly,

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 Cooperation and Humanitarian Affairs - DGD), has decided to make available to the United Nations High Commissioner for Refugees (UNHCR), the amount of 4.000.000 EUR, for the following project, under the Terms and Conditions of the Contribution as stated in this letter:

**"Improving Climate Resilience in Refugee Hosting Districts in Kigoma Region, Tanzania"**  
4.000.000 EUR

## 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: UBS Switzerland 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 three installments as follows:

- First Installment: 1.750.000 EUR on or before December 31<sup>st</sup> 2022
- Second Installment: 1.150.000 EUR
- Third Installment: 1.100.000 EUR

The first installment will be paid 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 - DGD (MD8, Climate and Environment Directorate) - Rue des Petits Carmes, 15 - 1000 Bruxelles ;
- a formal claim for the payment of the first installment of the contribution, to be sent to: [invoice@diplobel.fed.be](mailto:invoice@diplobel.fed.be). UNHCR's formal claim for payment must state UNHCR's bank account for payment, as mentioned above under 1.1.

The second and third installment will be paid upon submission by UNHCR of a financial report, as mentioned under 3.1 a) showing that at least 70% of the previous installment has been spent and/or committed.

A copy of all documents will be sent also by e-mail to the person in charge of your file in the DGD 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 "**Improving Climate Resilience in Refugee Hosting Districts in Kigoma Region, Tanzania**" 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 (MD8, Climate and Environment Directorate).

### 2. Administration of the contribution

2.1 The contribution covers a period of 36 months, starting from 15 December 2022.

2.2 The contribution shall be managed by UNHCR in accordance with UNHCR's rules, policies, procedures and practices, including the financial rules for voluntary funds administered by the High Commissioner for Refugees ("UNHCR Financial Rules").



**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** In line with the single audit principle, UNHCR shall be audited solely in accordance with the UN Financial Regulations and the UNHCR Financial Rules. All financial transactions and related activities covered by the UN Financial Regulations and the UNHCR Financial Rules shall be subject to audit by internal auditors and the United Nations Board of Auditors. 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** The Parties agree to apply the final harmonized Sexual Exploitation, Abuse and Sexual Harassment (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.

**2.6** 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.

**2.7** 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 must be submitted at least two months before the project's initial end date.

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

**3.1** UNHCR shall make available the following reports, which shall be prepared in accordance with the UNHCR Financial Rules and submitted in UNHCR's standard reporting format:

a) UNHCR will provide an interim narrative report together with a financial report showing that at least 70% of the previous installment has been spent and/or committed in support of the project (as per para. 1.2). The two documents will represent the interim report for the current Gregorian calendar year.

b) Within 4 months after the implementation of all Activities funded by the Donor, UNHCR shall provide to the Donor a financial report certified by UNHCR's Division of Financial and Administrative Management and a final narrative report, both reports covering the whole period of implementation of the Activities.

**3.2** UNHCR will provide the Donor with a quarterly briefing on completed investigations and UNHCR response in relation to material fraud, corruption or other forms of misconduct. It should be noted that the possible financial implications in relation to fraud, corruption or other forms of misconduct might not be known at the stage of the briefing.

**3.4** All remaining funds exceeding 5,000 USD (five thousand US Dollars) other than those irrevocably committed in good faith before the date of termination and those agreed between the UNHCR and the donor as being required to finalize activities, will be returned to the donor.



#### **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. Where possible, UNHCR will inform the DGD of these communications by sending an email to [Com.DGD@diplobel.fed.be](mailto:Com.DGD@diplobel.fed.be), copied to the designated contact person of the Climate and Environment 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 UNHCR and DGD.

**4.3** This Agreement may be terminated early as follows:

**4.3.1** by DGD, in the event that UNHCR, without providing to DGD reasonable explanation therefor, (a) substantially deviates from agreed plans and budgets or (b) fails to provide narrative and financial reports in accordance with the terms of this Agreement. In this case, DGD shall inform UNHCR in a written notice setting out the alleged shortcomings of UNHCR. UNHCR shall be given a period of at least 30 days within which to reply to DGD to explain the reasons for the alleged shortcomings and suggest solutions to avoid such a situation arising with DGD in the future. In the event that DGD and UNHCR are unable to resolve the matter, DGD may terminate this Agreement by giving UNHCR written notice which shall take effect immediately upon receipt of such notice by UNHCR; or

**4.3.2** by mutual agreement with effect as from such date as may be agreed upon among the Parties; or

**4.3.3** by UNHCR, in the event that the activities that have received funding from DGD are suspended due to force majeure for such a period that UNHCR reasonably determines that it is no longer reasonable or desirable to implement the activities that have received funding from the Donor using the Grant. In the event that UNHCR wishes to terminate this Agreement early pursuant to the foregoing, UNHCR shall to the extent possible give DGD reasonable advance notice in writing.

**4.4** In the event of early termination of this Agreement, UNHCR will take all necessary steps to bring the activities that have received funding from the Donor to a close in an orderly and prompt manner and shall make every effort to keep expenditures for this purpose to a minimum. Until all activities that have received funding from DGD are brought to an orderly conclusion, UNHCR shall continue to hold unutilized advance payments until all eligible commitments and liabilities incurred in the implementation of the activities that have received funding from DGD are satisfied, it being understood that all commitments and liabilities incurred prior to the effective date of termination and reasonable expenditure incurred to bring activities to a close shall be met exclusively by funds from the Grant. If the funds paid in advance to UNHCR prior to the effective date of termination are not sufficient to meet UNHCR's obligations under legally binding commitments incurred prior to the effective date of termination or to meet necessary expenditures incurred in bringing the activities to an orderly conclusion, then UNHCR will submit a written request for such amount within 90 days after the effective date of termination and DGD undertakes to promptly transfer to UNHCR the amount thereof provided that the Donor's contribution to UNHCR shall not in any event, in aggregate, exceed the total amount of the contribution granted hereunder.



## **5. Consultation**

5.1 UNHCR shall make reasonable efforts to provide the representatives of the Belgian Development Cooperation, on request and according to jointly-agreed modalities, with relevant, reasonable and readily-available at no additional cost to UNHCR information concerning the use of the funds object of this letter as well as regarding the progress of project.

5.2 UNHCR will provide to the Donor, where feasible and subject to operational realities, the opportunity to participate in annual donor missions, as well as ad hoc missions, to visit UNHCR's field operations relating to the activities that have received funding from the Donor. Any costs relating to visits by the Donor's own agents shall be covered 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.

## **6. Correspondence**

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

### **For UNHCR:**

Mr Mark MANLY  
Head of Donor Relations and Resource Mobilization  
The UNHCR Geneva Head Office  
Case Postale 2500  
CJ-1211 Genève 2  
Suisse

### **For Belgium:**

FPS Foreign Affairs, Foreign Trade and Development Cooperation  
Directorate-General for Development Cooperation and Humanitarian Affairs  
Luc Jacobs, director MD8  
Karmelietenstraat 15, 1000 Brussel  
Belgium

Email: [luc.jacobs@diplobel.fed.be](mailto:luc.jacobs@diplobel.fed.be), in cc: [Annemarie.vanderavort@diplobel.fed.be](mailto:Annemarie.vanderavort@diplobel.fed.be) and [fanny.heylen@diplobel.fed.be](mailto:fanny.heylen@diplobel.fed.be)

Yours faithfully,



Frank Vandenbroucke

Enclosure(s): agreed SEAH language

