



KINGDOM OF BELGIUM

Minister of Development Cooperation
and Major Cities Policy

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our reference

D5.1/AV/HUM.04.02.03/2023.02/3701/1

to be quoted in all correspondence

date

Subject: Belgium's voluntary contribution to the Disaster Response Emergency Fund (DREF) of the International Federation of Red Cross and Red Crescent Societies (IFCR) 2023-2024 – 7 million EUR (3.5 million EUR in 2023 and 3.5 million EUR in 2024) – FF/2023/02

Dear Sir,

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 and Humanitarian Aid (DGD), has foreseen a contribution of 7 million EUR for a two-year period (2023-2024) to the DREF of the IFRC, under the Agreement as joined to this letter.

The contribution will be paid in two installments of 3.500.000 EUR in 2023 and 3.500.000 EUR in 2024, upon receipt of one signed copy of the Agreement, and an IFRC's letter which states a formal claim for the payment of the contribution.

Please find enclosed a copy of the Ministerial Decree awarding 7.000.000 million EUR towards the DREF (Annex 1).

Agreement

Between

The Belgian State, Belgian Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation, Directorate-General for Development Cooperation and Humanitarian Aid, represented by Mrs Caroline Gennez, Minister of Development Cooperation, with offices at Rue de la Loi 23, 1000 Brussels, Belgium, hereinafter referred to as the **DGD**,

and

The International Federation of Red Cross and Red Crescent Societies, Geneva, Switzerland, hereinafter referred to as the **IFRC**,

Hereinafter referred to as "the Parties",

Concerning

Disaster Response Emergency Fund, emergency response preparedness for, and response to small-scale disasters globally, hereinafter referred to as DREF.

Article 1 – Role, responsibilities and modalities

1.1 Funds made available by DGD will be exclusively used for the DREF of the IFRC, subject to section 1.2 below.

1.2 Under this agreement, the DGD will support the following main components of the DREF:

- the provision of funding to support local responses to small-to-medium scale disasters when no Emergency Appeal will be launched or when support from other donors is not foreseen;
- the provision of start-up funding for wider responses where IFRC and National Societies work together to respond to complex medium- and large-scale emergencies, which is later reimbursed by donor contributions via Emergency Appeals; and
- the provision of funding to finance early actions in advance of predicted hazards, based around an Early Action Protocol or an imminent crisis Emergency Plan of Action designed to save lives before a disaster happens.

1.3 The roles and responsibilities of the IFRC and of the Belgian Red Cross in the implementation of this agreement will be laid out in a separate convention between these two parties. This convention between the IFRC and the Belgian Red Cross will be sent to the DGD for information.

Article 2 - Payment conditions

2.1 The present contribution relates to years 2023 and 2024 and will consist of a payment of 3,5 millions EUR in 2023 and 3,5 millions EUR in 2024.

2.2 The payment of the contribution will be done into IFRC's bank account:

Bank : UBS SA
Rue des Noirettes 35 - 1227 Geneva, Switzerland
International Federation of Red Cross and Red Crescent Societies
SWIFT Code: UBSWCHZH80A
Account number : 240-C0573530.0
IBAN : CH62 0024 0240 C057 3530 0



2.3 The contribution of 3,5 millions EUR for 2023 will be paid following signature of the agreement upon receipt of :

- the IFRC's written acceptance of the terms and conditions described in this letter, to be sent to: FPS Foreign Affairs, Foreign Trade and Development Cooperation – DG D (D5, Directorate Humanitarian Aid and Transition) – Rue des Petits Carmes 15, 1000 Brussels;
- a formal claim for the payment of the contribution, to be sent to: invoice@diplobel.fed.be
IFRC's formal claim for payment has to state the IFRC's bank account for payment, as mentioned under article 2.2.

In addition, a copy of all documents has to be sent by e-mail to the person in charge of your file mentioned in the header of this letter.

2.4 The present notification of the Belgian Minister of Development Cooperation and the written acceptance by the IFRC of the terms and conditions specified in this agreement constitute the agreement for the award and use of the subsidy.

2.5 The contribution of 3,5 millions EUR for 2024 will be paid upon receipt of a formal claim for the payment of the contribution, to be sent to : invoice@diplobel.fed.be. IFRC's formal claim for payment has to state the IFRC's bank account for payment, as mentioned under article 2.2.

Article 3 – Use and administration of the contribution

3.1 This agreement will enter into force on the date of its signature by both signing Parties and will remain valid for 2 years as of this date. The eligibility of this contribution starts at the date of signature of the Ministerial decree awarding the funds.

3.2 The currency used for all allocations from DREF, which are communicated through the IFRC public website, is CHF.

3.3 The cost of administration incurred by the IFRC cannot exceed 7%.

3.4 Ownership of equipment, supplies and other property financed from the contribution will remain the property of the IFRC and/or the implementing National Societies. Matters related to the transfer of ownership by the IFRC to implementing National Societies will be determined in accordance with the relevant policies and procedures of the IFRC.

3.5 In all projects, a special attention shall be provided to the implementation of IFRC Strategic Framework for Protection, Gender and Inclusion.

3.6 The IFRC, and its implementing partners, will take all reasonable and adequate steps to prevent sexual exploitation, abuse and harassment (“SEAH”) of any affected person – i.e. a beneficiary or a person from the community being served - linked to the delivery of this Agreement by both its employees and any implementing partner and respond appropriately when reports of SEAH arise, including the protection of any potential victim, in accordance with IFRC's applicable policies and procedures. The Partner will promptly contact through written notice the DGD to report any allegation credible enough to warrant an investigation of SEAH related to this Agreement or, if not related to this Agreement, an investigation of SEAH of material nature and scope that would be of significant impact to the partnership with the DGD. The IFRC shall also set up the necessary signalling and detection mechanisms and protect whistle-blowers in accordance with its applicable policies and procedures.



3.7 The IFRC commits to inform the DGD in case of credible allegations or substantiated cases of fraud or corruption affecting donor's funds provided under this Agreement, in line with IFRC's policies and procedures. The IFRC will also inform DGD on the measures taken by the organization to mitigate and resolve the identified problem(s).

3.8 Any modification of the present agreement must receive prior written approval of the Director General of the DGD and IFRC. Any modification of the annex to the present agreement must receive prior written approval of the Director General of the DGD.

Article 4 - Justification, reporting and refunding

4.1 The IFRC will justify the use of the funds provided under this Agreement by providing the global standardized DREF's annual activity and financial report. This report will be made in accordance with the Statutes of the IFRC.

Article 5 – Interpretation, dispute and termination

5.1 Any dispute concerning the interpretation or implementation of the contribution will first be submitted, in writing (including email), by either Party to the IFRC's Representative and the DGD Representative.

5.2 In case no amicable resolution is found by the parties, the dispute should be settled by arbitration.

5.2 If, at any time, either party determines that the purpose of this Agreement can no longer be effectively or appropriately carried out, the present arrangement may be terminated at the initiative of either the IFRC or the DGD, giving three months written notice.

Article 6 – Privileges and Immunities

6.1 Nothing contained in this Agreement will constitute or be deemed a waiver, express or implied, of any of the privileges and immunities to which the Parties are entitled.

Article 7 – Visibility and Communication

7.1 The IFRC undertakes to guarantee the visibility of the contribution of the DGD, which shall be given proper publicity, in the same manner as for other similar donors and in accordance with IFRC's policies and practices, at the level of the population, the local authorities, other donors, as well as at the level of the media, under the condition that this visibility doesn't jeopardize the execution of an impartial, neutral and independent humanitarian action and cannot have negative effects on the access to beneficiaries or the safety of the organization. In its reports, and whenever possible towards the beneficiaries, the IFRC shall indicate that a contribution of two years to the DREF of 7 millions EUR has been made by the "Belgian State".

7.2 No public statement referencing the other party will be issued without the prior written approval of the other party, except when it concerns information already published or when the other party is legally required to communicate specific information.

7.3 The Parties maintain sole authority over their respective names, emblems, and logos in accordance with applicable international and national law and their respective rules and regulations. None of the Parties is authorized under this Agreement to make use of the other Parties' name, emblem or logo, except as set out herein or separately agreed in writing by the Parties.



7.4 The IFRC shall make publicly available all studies, reports and evaluations related to the DREF, except if this visibility jeopardizes the execution of an impartial, neutral and independent humanitarian action or may have negative effects on the access to beneficiaries or the safety of the organization.

7.5 Any communication relating to this Agreement will be sent to the following addresses:

For the DGD:

The Permanent Mission of Belgium in Geneva
Rue de Moillebeau 58
1209 GENEVA

For the IFRC:

Mrs. Eszter Matyeka
DREF Senior Officer,
International Federation of Red Cross and Red Crescent Societies
Geneva, Switzerland.
Telephone: +41 22 7304236 (direct)
E-mail: eszter.matyeka@ifrc.org

Mrs. Melanie Caruso
Senior Officer, Partnerships and Resource Development
International Federation of Red Cross and Red Crescent Societies
Geneva, Switzerland
Tel.: +41 79 2518007
Email: melanie.caruso@ifrc.org

Article 8 – Final considerations

8.1. 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.

SIGNATURES

For the Belgian State,



04 MEI 2023

Caroline Gennez
Minister of Development Cooperation
and of Major Cities Policy

For the IFRC,



Jagan CHAPAGAIN
Secretary General

Enclosure(s): Annex 1 – Ministerial Decree

