



**KINGDOM OF BELGIUM**  
Minister of Development Cooperation  
and Major Cities Policy

D5.1 – Humanitarian Aid  
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Mr. Jean Verheyden  
Chief, Donor Relations Section  
UN OCHA

Palais des Nations  
CH-1211 GENEVA 10  
SWITZERLAND

your communication of      your reference

our reference

D5.1/LA/HUM.04.02.02/2023.06/5331/1

to be quoted in all correspondence

07 <sup>date</sup> JUNI 2023

**Subject:      Belgium's Contribution to the Country Based Pooled Funds 2023 - CBPF / OCHA  
                 Syria Cross-border Humanitarian Fund 4.000.000 EUR - FF/2023/06**

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 4.000.000 EUR to be committed and disbursed in 2023 to the Syria Cross-border Humanitarian Fund, under the "Terms and Conditions of the Contribution" as stated in this letter.

Please find enclosed a copy of the Ministerial Decree awarding 4.000.000 EUR to be committed and disbursed in 2023.

## Terms and Conditions of the Contribution

### 1. Payment conditions

- 1.1. The contribution will be paid in one installment: upon receipt of OCHA's written acceptance of the terms and conditions described in this letter, together with a formal claim of the payment of the contribution stating OCHA's bank account as well as the last available annual report, and the last available consolidated financial and audit report.

The contribution will be paid provided that the 2672 UN Security Council Resolution on cross-border humanitarian assistance is renewed.

- 1.2. The payment will be done into the following bank account with the mention "OCHA Syria Cross-border Humanitarian Fund"

Bank :	UBS AG
Bank Address :	Rue du Rhône 8 Case Postale 2600 CH-1211 Geneva 2 Switzerland
Account name :	UNITED NATIONS (CHUB7)
IBAN :	CH85 0024 0240 FP10 0381 0
Account number :	240-FP100381.0
Bank number :	240
SWIFT code :	UBSW CH ZH 80A
Reference :	OCT#75577

- 1.3. OCHA'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 - DG D (D5, Directorate Humanitarian Aid and Transition) - Rue des Petits Carmes, 15 - 1000 Bruxelles.
- 1.4. The formal claim for the payment of the contribution, to be sent to: [invoice@diplobel.fed.be](mailto:invoice@diplobel.fed.be) (with [D5.1@diplobel.fed.be](mailto:D5.1@diplobel.fed.be) in copy). OCHA'S formal claim for payment has to state OCHA's bank account for payment, as mentioned above under 1.1.
- 1.5. This letter of the Belgian Minister in charge of Development Cooperation and the written acceptance by OCHA of the terms and conditions specified in this letter constitute the specific agreement for the award and use of the contribution.



## 2. Use and administration of the contribution

- 2.1. Funds made available by Belgium shall be exclusively used for the purpose of the Syria Cross-border Humanitarian Fund:

CBPF	Amount 2023
Syria Cross-border Humanitarian Fund	4.000.000 EUR

- 2.2. In case of non-renewal of the 2672 UN Security Council Resolution on Cross-Border Humanitarian Assistance, funds should be allocated to the Syria Humanitarian Fund (SHF), in concertation with DGD.
- 2.3. The administration of the contribution and procurement of goods and services shall be governed by the UN Financial Rules and Regulations, the Country-based Pooled Funds Global Guidelines (2022) and in the specific Terms of Reference of each of these funds. The cost of administration and any other expenses incurred by OCHA directly or to the project shall not exceed 3%.
- 2.4. In any case, eligible expenses will only start at the date of signature of the Ministerial decree awarding the funds.
- 2.5. Any modification of the present agreement shall be officially requested to the Director General of the DGD and must receive its written approval.
- 2.6. Special attention shall be provided to the implementation of OCHA's gender policy.
- 2.7. OCHA, and its implementing partners, will take all reasonable and adequate steps to prevent sexual exploitation, abuse and harassment ("SEAH") of any person 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 UN regulations, rules, policies and procedures. OCHA, through OIOS, will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary-General's reporting mechanism (the "Report"). When OCHA reports an allegation of SEA to, or becomes aware of an allegation reported through, the Report that is (i) directly related to the activities funded by this arrangement or, (ii) would have a significant impact on the partnership between OCHA and DGD, OCHA will promptly notify DGD of the report made and the relevant arrangement number, if applicable and provide information containing the level of detail that OCHA is aware of. OCHA shall also set up the necessary signaling and detection mechanisms and protect whistleblowers, in accordance with the Secretary- General's bulletin ST/SGB/2017/Rev1: *Protection against retaliation for reporting misconduct and for cooperating with duly authorized audits or investigations*, and the OCHA Standard Operating Procedures on Sexual Misconduct of August 2020.



- 2.8. OCHA commits to inform the DGD in case of credible allegations or substantiated cases of fraud or corruption affecting donor's funds, in line with UN rules, regulations policies and procedures, and with the CBPF's Global Guidelines. OCHA will also inform DGD on the measures taken by the organization to mitigate and resolve the identified problem(s).
- 2.9. Belgium is very committed to the Grand Bargain. We attach 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 ecosystem.
- 2.10. 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.
- 2.11. Ownership of equipment, supplies and other property financed from the contribution shall be vested in OCHA and managed in accordance with UN rules, regulations, policies and procedures. Matters relating to the transfer of ownership by OCHA shall be determined in accordance with the relevant policies and procedures of the UN.

### **3. Justification and reporting**

- 3.1. OCHA shall record in its accounts the value of the Belgian contribution in dollars at the UN Official rate of exchange prevailing at the time of receipt of the contribution and shall keep proper financial records in accordance with its financial rules and regulations.
- 3.2. OCHA shall prepare for the contributing donors an annual narrative report on the activities funded by the CBPF. The report shall not be specific in respect of the Belgium contribution and will include activities from all donors' contributions.
- 3.3. The Government of Belgium will also be provided with an annual financial situation report for the SCHF and certified by the finance department of OCHA.

### **4. Visibility**

When appropriate, OCHA undertakes to guarantee the visibility of the contribution of the Belgian government, which shall be given proper publicity, at the level of the population, the local authorities, other donors, as well as at the level of the media. In its reports, and whenever possible towards the beneficiaries, OCHA shall indicate that the contribution to the Syria Cross-border Humanitarian Fund of 4.000.000 EUR has been made by the "Belgian government".

### **5. Consultation**

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



## 6. Interpretation and dispute

- 6.1. 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 OCHA and DGD.
- 6.2. If at 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 OCHA or DGD giving three months written notice. Nevertheless, contractual obligations entered into force between OCHA and any third party prior to the receipt of the notice of termination shall not be affected by the termination.

## 7. Correspondence

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

For OCHA  
Donor Relations Section  
Partnerships and Resource Mobilization Branch  
OCHA Geneva

For Belgium  
Permanent Mission of Belgium to the United Nations  
New York  
Tel. (1) 212 378 6300

Nothing in or related to these Terms and Conditions shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Yours Faithfully,



Caroline Gennez  
Minister of Development Cooperation and Major Cities Policy

Enclosure: Copy of the Ministerial Decree

