



KINGDOM OF BELGIUM
Minister of Development Cooperation
and Major Cities Policy

Your contact person:
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Mrs. Mirjana Spoljaric
President
International Committee of the Red Cross
19 Avenue de la Paix

CH – 1202 Geneva

your communication of	your reference	our reference	date
05/07/2023		D5.1/AV/HUM 04.04.03/2023.05/8807/2 to be quoted in all correspondence	12.10.2023

**Subject: Humanitarian Project – AB 14 54 52 35.60.83 – General budget 2023 - Grant to ICRC :
“ICRC activities in Syria, Ethiopia and Mali, and Addressing Sexual Violence Special Appeal
(DRC)” – 10.000.000 EUR – PJ/2023/05**

Dear Ms. Spoljaric,

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 Aid, hereinafter “DGD”), has decided to make available to International Committee of the Red Cross (hereinafter “ICRC”), the amount of 10.000.000 EUR, for the following project, under the Terms and Conditions of the Contribution as stated in this letter:

“ICRC activities in Syria, Ethiopia and Mali, and Addressing Sexual Violence Special Appeal (DRC)”
– 10.000.000 EUR

Please find enclosed a copy of the Ministerial Decree awarding 10.000.000 EUR towards ICRC.

TERMS AND CONDITIONS OF THE CONTRIBUTION

1. Payment conditions

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

Bank : UBS SA
P.O. Box 2600
CH – 1211 Geneva 2
Account number : 240-C0129986.5
Code SWIFT : UBSWCHZH80A
IBAN : CH 25 0024 0240 C012 9986 5

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

- ICRC'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 (D5, Directorate Humanitarian Aid and Transition) - Rue des Petits Carmes, 15 - 1000 Bruxelles, sent by post or e-mail to D5.1@diplobel.fed.be.

- A formal claim for the payment of the contribution, to be sent to : invoice@diplobel.fed.be. ICRC's formal claim for payment has to state ICRC's bank account for payment, as mentioned above under 1.1.

A copy of all documents will also be sent by e-mail to the person in charge of ICRC's file in the Humanitarian Aid unit mentioned in the header of this letter.

1.3 This letter of the Belgian Minister for Development Cooperation, the written acceptance by ICRC of the terms and conditions specified in this letter, and the written project proposal "ICRC activities in Syria, Ethiopia and Mali, and Addressing Sexual Violence Special Appeal (DRC)" constitute the specific agreement for the award and use of the contribution. ICRC 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 contribution is due from the date of signature of the Ministerial Decree and is allocated for the expenditures that have taken place during 2023.

2.2 The contribution will be managed by ICRC in accordance with its Financial Rules and Regulations (non-core).

2.3 In all projects, special attention will be given to respect the diversity and inclusion dimensions of the guiding principles of ICRC's Accountability to Affected Populations Framework.

2.4 The contribution will be subject exclusively to the internal and external auditing procedures of ICRC. If the External Auditors' audit opinion includes observations about the way the contribution, regulated by the present convention, is used, ICRC 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 ICRC will take all reasonable and adequate steps to prevent sexual misconduct (as defined in its Code of Conduct and related regulations, policies and procedures, but in any case including sexual exploitation, abuse and harassment) in connection with the implementation of the project/program, in accordance with its applicable regulations, rules, administrative issuances, policies and procedures. Absolute prohibition of any form of sexual misconduct, as defined in ICRC policies, applies to all employees and, to the extent specifically mentioned in the ICRC policies, to suppliers and implementing partners.

In the event that the ICRC determines that there are credible allegations of sexual misconduct, the ICRC will take swift and appropriate action, including investigating any person or group of persons suspected of such misconduct and taking disciplinary measures, in accordance with its regulations, policies and procedures.

The ICRC will notify the DGD, without undue delay, of any credible allegation or substantiated case of sexual misconduct that would be of significant impact to its partnership with the DGD and which affects the DGD's funds. The DGD will treat any information provided by the ICRC as strictly confidential and with the same degree of care that it uses to protect its own strictly confidential information to ensure that such notifications will not jeopardize the proper conduct of any investigation, to ensure the safety and security of persons and assets, and to respect the due process rights of all involved. In any case, the ICRC will not disclose any personal information or data when reporting on sexual misconduct in application of this provision.

2.6 Ownership of equipment, supplies and other property financed from the contribution will be vested in ICRC. Matters relating to the transfer of ownership by ICRC will be determined in accordance with the relevant policies and procedures of ICRC.

2.7 Any modification of the present agreement or its annexes will 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 The ICRC will justify the use of these funds by providing standardized annual activity and financial reports. These reports will be made in accordance with ICRC's regulations, rules, directives and procedures.

3.2 ICRC commits to inform the DGD in case of credible allegations or substantiated cases of fraud or corruption affecting donor's funds, in line with ICRC policies. ICRC will also inform DGD on the measures taken by the organization to mitigate and resolve the identified problem(s).

4. Visibility

4.1 Where appropriate and in line with its rules, ICRC will acknowledge the Belgian contribution to the projects or its activities in publications, speeches, press releases or similar communications. ICRC 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 Unit of the DGD.



5. Interpretation and dispute

5.1 In case of any dispute concerning the interpretation or implementation of the specific agreement, both Parties will try to settle this dispute in an amicable way.

This Agreement shall be governed by the laws of Belgium, without regard to its conflict of law principles.

Any dispute, controversy or claim arising out, of or relating, to the specific agreement, or of the breach, termination or invalidity thereof that are not amicably resolved between the Parties within one (1) month shall finally be settled by arbitration to the exclusion of the jurisdiction of local courts, if agreed upon by ICRC and DGD. The arbitration shall be held in accordance with the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules at present in force of which the Parties have taken due notice. The language of arbitration shall be English and the place of arbitration Brussels, Belgium. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award shall be binding and final.

5.2. If, at any time, either Party determines that the purpose of this letter can no longer be effectively or appropriately carried out, the specific arrangement may be terminated at the initiative of either ICRC or the DGD giving three months written notice. Nevertheless contractual obligations entered into force between ICRC and any third party prior to the receipt of the notice of termination, will not be affected by the termination.

6. Consultation

6.1 The ICRC will provide the representatives of the DGD, on request and according to jointly-agreed modalities, with relevant and reasonable information concerning the use of the funds object of this letter as well as regarding the progress of project.

6.2 ICRC will grant DGD representative(s) access to project site(s) with the full concurrence of the recipient government. Timing of such visits will be agreed by all Parties, and will be conducted in such a way as to minimize disruption to ICRC's field operations and only if the security situation permits. The costs of such participation will be borne by DGD. ICRC assumes no responsibility or liability for the life, safety or property of visitors to its field offices, who are advised to conclude appropriate insurance.

6.3 DGD is very committed to the Grand Bargain and attaches 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 eco-system.

6.4 DGD 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.



7. Confidentiality

7.1 Confidential Information” means any information disclosed by either Party (the “**Disclosing Party**”) to the other (the “**Receiving Party**”) in the performance of or in relation to the specific agreement and which is identified by the Disclosing Party as confidential or which a reasonable person would consider confidential. In particular, Confidential Information includes, but is not limited to, all information about ICRC activities and functioning that has not been publicly disclosed by the ICRC and more generally all non-public information, including personal data of the beneficiaries of the ICRC’s humanitarian programmes, relating to or owned or controlled by the ICRC of which the Donor will acquire knowledge in the performance of the Agreement.

7.2 The Receiving Party shall not disclose any Confidential Information to any third party, except (i) to trusted personnel or subcontractors who have a legitimate need to know such Confidential Information and provided such personnel and subcontractors are bound by an obligation of confidentiality substantially identical to the one provided in this provision, or (ii) when prior written consent has been granted by the Disclosing Party.

7.3 Should the Receiving Party be legally required to disclose Confidential Information, it shall give the Disclosing Party prompt written notice of such requirement (unless expressly prohibited in writing in such subpoena, court order, or other legal process) prior to any disclosure. Should the Disclosing Party not consent to the Confidential Information in question being disclosed, the Parties shall cooperate with a view to seeking the best protections available to avoid disclosure. If the DGD is legally prohibited to give notice of such requirement to the ICRC, the DGD shall oppose the disclosure and inform the authorities concerned that the information requested constitutes Confidential Information of the ICRC which is protected by privileges and immunities under national and/or international law.

7.4 Nothing in the specific agreement shall be interpreted as an obligation on the part of the ICRC to share with the DGD any information whose disclosure may jeopardise any operation or activity of the ICRC or endanger the security of its employees or the beneficiaries of the ICRC’s action.

7.5 The present clause shall survive the termination of the specific agreement.

8. No-waiver

8.1 Nothing in the agreement shall be interpreted as an express or implied waiver on the part of the ICRC of its privileges and immunities as an international organization.



9. Correspondence & signatures

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

For ICRC:
ICRC Headquarter
Geneva

For Belgium:
The Permanent Mission of Belgium to the
United Nations and the ICRC in Geneva

The Parties recognize as legally valid and binding the electronic execution/signature of this Agreement and any amendment thereto through (i) digital signature tool or (ii) captioning the signature and inserting it electronically in the appropriate field/s.

Yours faithfully,



Caroline Gennez

Enclosure(s): Copy of the Ministerial Decree

