



KINGDOM OF BELGIUM  
Minister of Development Cooperation  
and Major Cities Policy

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Mr Rasmus Egendal  
Director Public Partnerships and Resourcing a.i.  
World Food Programme  
Via Cesare Giulio Viola, 68/70  
00148 Rome  
Italy

your communication of	your reference	our reference	date
		D5.1/IC/HUM.04.04.03/2023/	29.11.2023

**Subject: Humanitarian Aid Projects (A.B. 14 54 52 35.60.83) - Grant to World Food Programme "WFP Activities in Niger, Mali, DRC and Syria: Emergency Assistance, School Feeding in Emergency Context and UNHAS": 7.500.000 EUR -- PJ/2023/01**

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 (DGD) has decided to make available to the World Food Program (WFP), the amount of 7.500.000 EUR, for the following project, under the Terms and Conditions of the Contribution as stated in this letter:

**"WFP Activities in Niger, Mali, DRC and Syria: Emergency Assistance, Schoolfeeding in Emergency Context, Innovation and UNHAS"**

Please find enclosed a copy of the Ministerial Decree awarding 7.500.000 EUR to WFP.

## Terms and Conditions of the Contribution

### 1. Payment conditions

1.1. The contribution will be paid in one instalment, upon receipt of WFP's written acceptance of the terms and conditions described in this letter, together with a formal claim of the payment of the contribution stating WFP's bank account.

1.2. The payment will be done into the following bank account:

Account Name	UNITED NATIONS-WORLD FOOD PROGRAMME
Bank	Citibank Europe Plc, Belgium Branch Tribes Central Station, Rue des Colonies, 56 1000 Brussels, Belgium
SWIFT Code	CITIBEBX
IBAN	BE62 5706 2677 5561

1.3. WFP's written acceptance of the terms and conditions described in this letter will 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.

1.4. The formal claim for the payment of the contribution will 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. WFP's formal claim for payment has to state WFP's bank account for payment, as mentioned above under 1.1.

1.5. 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 "Emergency Food Assistance, School Feeding in Emergency Context, and UNHAS activities (Niger, Mali, DRC and Syria)" 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. Use and administration of the contribution

2.1. Funds made available by Belgium will be exclusively used for the project "WFP Activities in Niger, Mali, DRC and Syria: Emergency Assistance, Schoolfeeding in Emergency Context, Innovation and UNHAS" starting from the date of signature of the Ministerial Decree, respecting the duration mentioned on the project proposals, not exceeding 14 months.

2.2. The administration of the contribution and procurement of goods and services will be governed by WFP's Regulations and Rules, which will 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. However, no foods derived from biotechnology (GM/Biotech Foods) will be bought with this contribution.
- 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 will be officially requested to the Director General of the DGD and must receive its written approval.
- 2.6. Ownership of equipment, supplies and other property financed from the contribution will be vested in WFP. Matters relating to the transfer of ownership by WFP will be determined in accordance with WFP's Regulations and Rules.
- 2.7. Special attention will be provided to the implementation of WFP's gender policy.
- 2.8. Food will be bought locally and possibly through the P4P program when possible and appropriate.
- 2.9. The Parties agree to apply the final harmonized SEAH language of July 2021 as set forth in the Annex I 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.
- 2.10. 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 will 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).
- 2.11. DGD 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 eco-system.
- 2.12. 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.
- 2.13. Given the humanitarian nature of the contribution, WFP shall transfer the possible unspent balance to WFP's Immediate Response Account. The final financial statement of account,



stating the total amount of the balance, shall be provided by WFP according to WFP's Regulations and Rules.

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

- 3.1. Each instalment of the contribution will be recorded by WFP, for accounting purposes, in the equivalent United States Dollar (USD) value at the prevailing United Nations operational rate of exchange applicable on the date of written confirmation of the contribution by Belgium.
- 3.2. WFP will prepare for the contributing donors an annual narrative report on its activities: WFP Annual Report. The report will not be specific in respect of the Belgium contribution and will include components that are not funded by Belgium.
- 3.3. The Government of Belgium will also be provided with the annual "Report on the utilization of WFP's strategic financing mechanisms".
- 3.4. The contribution will be subject exclusively to the internal and external auditing procedures provided for in WFP's Regulations and Rules.

### **4. Visibility**

When appropriate and in line with WFP's Regulations and Rules, WFP undertakes to guarantee the visibility of the contribution of the Belgian government, which will 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, WFP will indicate that the contribution related to the project or its activities has been made by the "Belgian government".

### **5. Interpretation and dispute**

- 5.1. Any dispute concerning the interpretation or implementation of the contribution will be settled by negotiation or by any other non-judicial means including arbitration, as agreed upon by WFP and DGD.
- 5.2. 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, will not be affected by the termination.



## 6. Correspondence

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

For WFP

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

For Belgium

Directorate-General for Development Cooperation (DGD)  
Federal Public Service of Foreign Affairs  
Rue des Petits Carmes, 15  
1000 Brussels- Belgium

Yours Faithfully,



Caroline Gennez

Enclosures: Copy of the Ministerial Decree



