



KINGDOM OF BELGIUM

Deputy Prime Minister and Minister of Foreign Affairs,
European Affairs and Development Cooperation

Mr Filippo GRANDI
United Nations High Commissioner for Refugees
UNHCR Geneva Head Office
Case Postale 2500
CJ-1211 Genève 2
Suisse

D5.1/HUM 04.04.03/2025.02/7735/3

Brussels, 17 november 2025

Dear High Commissioner,

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 the United Nations High Commissioner on Refugees (UNHCR) the amount of 3.000.000 EUR, for the following project, under the Terms and Conditions of the Contribution as stated in this letter:

"Contribution in support of people of concern to UNHCR in Burundi and the Democratic Republic of Congo" – 3.000.000 EUR

Please find enclosed a copy of the Ministerial Decree awarding 3.000.000 EUR towards UNHCR.

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 : United Bank of Switzerland (UBS 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 one installment 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 (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 : einvoice@diplobel.fed.be. UNHCR's formal claim for payment has to state UNHCR's bank account for payment, as mentioned above under

A copy of all documents will also be sent by e-mail to the person in charge of UNHCR'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 UNHCR of the terms and conditions specified in this letter, and the written project proposal "Contribution in support of people of concern to UNHCR in Burundi and the Democratic Republic of Congo" 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 (D5, Directorate Humanitarian Aid and Transition).

2. Use and administration of the contribution

2.1 The contribution covers a period of 12 months, starting from the date of signature of the Ministerial Decree.

2.2 The contribution will be managed by UNHCR 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 UNHCR's Accountability to Affected Populations Framework.

2.4 The contribution will be subject exclusively to the internal and external auditing procedures of UNHCR. If the External Auditors' audit opinion includes 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 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 will be vested in UNHCR. Matters relating to the transfer of ownership by UNHCR will be determined in accordance with the relevant policies and procedures of UNHCR.

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 and reporting

3.1 UNHCR will justify the use of these funds by providing standardized annual activity and financial reports. These reports will be made in accordance with UNHCR's regulations, rules, directives and procedures.

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

4. Visibility

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. UNHCR will also inform the DGD of these communications by sending an email Com.DGD@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 UNHCR 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 UNHCR or the DGD giving three months written notice. Nevertheless contractual obligations entered into force between

UNHCR and any third party prior to the receipt of the notice of termination, will not be affected by the termination.

6. Consultation

6.1 UNHCR 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 UNHCR will grant DGD representative(s) access to programmes 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 UNHCR's field operations and only if the security situation permits. The costs of such participation will be borne by DGD. UNHCR 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 UNHCR's activities and functioning that has not been publicly disclosed by UNHCR and more generally all non-public information, including personal data of the beneficiaries of UNHCR's humanitarian programmes, relating to or owned or controlled by UNHCR 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 UNHCR, the DGD shall oppose the disclosure and inform the authorities concerned that the

information requested constitutes Confidential Information of UNHCR 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 UNHCR or endanger the security of its employees or the beneficiaries of UNHCR'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 UNHCR of its privileges and immunities as an international organization.

9. Correspondence

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

For DGD:

Directorate-General for Development Cooperation
D5 Directorate Humanitarian Aid and Transition
Rue des Petits Carmes 15
1000 BRUSSELS

For UNHCR:

The UNHCR Geneva Head Office
Case Postale 2500
CJ-1211 Genève 2
Suisse

Yours Faithfully,



Maxime PREVOT

Enclosure(s):

Annex 1 - Copy of the Ministerial Decree
Annex 2 - Harmonized SEAH language adopted July 2021

