



KINGDOM OF BELGIUM

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

Mr. Pierre Lazzarini
Commissioner-General
Headquarters UNRWA
Bayader Wadi Seer
PO Box 140157, Amman 11814

D5.1/NL/HUM 04.03.02/2025.11/8305/3

Brussels,

Dear Sir,

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 UNRWA, the amount of 9.000.000 EUR, for the following program, under the Terms and Conditions of the Contribution as stated in this letter:

"Support to UNRWA's Education, Health, Emergency Relief, and Digital Archiving Programmes" –
9.000.000 EUR

Please find enclosed a copy of the Ministerial Decree awarding 9.000.000 EUR towards UNRWA.

Terms and Conditions of the Contribution

1. Payment conditions

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

Bank	Bank Austria
Account Number	00290 573 500
SWIFT Code	BKAUATWW
IBAN	AT391100000290573500

1.2 The contribution will be paid in two installments upon receipt of:

- a) The first installment of 4.500.000 EUR (50%) will be paid upon receipt of:
- UNRWA'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 statement of claim for 4.500.000 EUR sent electronically to einvoice@diplobel.fed.be

An electronic version of these two documents shall also be sent to the administrative manager (contact person mentioned in the letterhead).

- b) The balance of 4.500.000 (50%) shall be paid at the earliest at the end of the ninth month of the program implementation, upon receipt of:
- an interim report and proof that 75% of the first tranche, i.e., 3.375.000 EUR has been spent, sent by post or e-mail to D5.1@diplobel.fed.be;
 - A statement of claim for 4.500.000 EUR sent electronically to einvoice@diplobel.fed.be.

An electronic version of these two documents shall also be sent to the administrative manager.

- c) UNRWA plans to request the second tranche of funding before the end of 2026.

1.3 This letter of the Belgian Minister for Development Cooperation, the written acceptance by UNRWA of the terms and conditions specified in this letter, and the written project proposal "Support to UNRWA's Education, Health, Emergency Relief, and Digital Archiving Programmes" constitute the specific agreement for the award and use of the contribution. UNRWA 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 24 months, starting from the date of signature of the Ministerial Decree.

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

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

2.4 The contribution will be subject exclusively to the internal and external auditing procedures of UNRWA. If the External Auditors' audit opinion includes observations about the way the contribution, regulated by the present convention, is used, UNRWA 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 UNRWA.

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

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 their written approval. Requests for extension of the program's duration have to be submitted at least two months before the program's initial end date.

3. Justification and reporting

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

3.2 UNRWA commits to inform the DGD in case of credible allegations or substantiated cases of fraud or corruption affecting donor's funds, in line with UNRWA policies. UNRWA 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, UNRWA will acknowledge the Belgian contribution to the program or its activities in publications, speeches, press releases or similar communications. UNRWA 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 UNRWA 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 UNRWA or the DGD giving three months written notice. Nevertheless contractual obligations entered into force between UNRWA and any third party prior to the receipt of the notice of termination, will not be affected by the termination.

6. Consultation

6.1 UNRWA 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 the program.

6.2 UNRWA will grant DGD representative(s) access to the program 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 UNRWA's field operations and only if the security situation permits. The costs of such participation will be borne by DGD. UNRWA 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 UNRWA activities and functioning that has not been publicly disclosed by UNRWA and more generally all non-public information, including personal data of the beneficiaries of the UNRWA's humanitarian programs, 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 UNRWA, the DGD shall oppose the disclosure and inform the authorities concerned that the information requested constitutes Confidential Information of UNRWA 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 UNRWA to share with the DGD any information whose disclosure may jeopardize any operation or activity of UNRWA or endanger the security of its employees or the beneficiaries of UNRWA'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 UNRWA 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 UNRWA:

External Relations Department
UNRWA Headquarters
Bayader Wadi Seer
PO Box 140157, Amman 11814
Jordan

Yours sincerely,



Maxime PREVOT

Enclosure(s):

Annex 1 – Ministerial Decree

Annex 2 – Harmonized SEAH language adopted July 2021