

### Grant Agreement template

This Grant Agreement template is provided for information purposes as an appendix to this Call for Proposals. It enables applicants to familiarise themselves with all the legal provisions that will apply if they are awarded a grant.

It is **not** necessary to complete or sign this document at this stage of the procedure.

## GRANT AGREEMENT

under the framework of **Trade for Development Centre - Call for Proposals for the implementation of a strategy and/or an action plan to be more sustainable and more respectful of decent income and decent work**

BEL22010-10023

**Number of the Grant Agreement** <fill in the identification number of the Grant Agreement>

## BETWEEN:

**Enabel**, represented by Mr/Mrs <Name of the Resident Representative or the project manager, depending on the amount of the Grant Agreement>, address

*On one hand,*

*And*

<full name of the public of private institution, acronym >, represented by Mr/Mrs <name of the representative> with registered office at <address> (hereinafter referred to as "the contracting beneficiary")

*On the other hand;*

## PREAMBLE

Having regard to the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company with social purposes, Article 8, amended by Article 5 of the Law of 20 January 2014;

Having regard to the Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency;

Having regard to the Belgian Royal Decree 23 February 2018 on the Award of Grants by Enabel and control thereof, as modified by RD of 16 December 2018;

Having regard to the implementation agreement between the Federal Government and Enabel on the implementation of the Trade for Development Centre 2023-2028 programme;

Having regard to the Call for Proposals published on 25 September 2023;

Having regard to the evaluation report dated < date >;

Having regard to the award decision **no.** of < date>;

THE FOLLOWING HAS BEEN AGREED UPON:

**ARTICLE 1 – OBJECT OF THE AGREEMENT**

The object of this agreement is the awarding by Enabel of a grant in view of the achievement of the action described in Annexe I, which hereinafter is referred to as "the action".

The general objective of the action is:

The specific objective(s) of the action is/are:

*<Briefly describe the results and activities that the intervention will finance>*

The logical framework and operational planning are given in Annexe I

**ARTICLE 2 – VALUE OF THE GRANT**

The action will be financed by Enabel up to a maximum of 90% of the eligible expenditure presented in the final financial report. The remaining minimum 10% will be borne by the contracting beneficiary.

	Amount in figures, in EUR	Amount in words, in euros
Total amount of the project:		
<b>The total maximum value of the grant awarded by Enabel is:</b>		
The co-financing by the contracting beneficiary is at least:		

The budget and financial planning are given in Annexe I.

**ARTICLE 3 – ENTRY INTO FORCE AND PERIOD OF IMPLEMENTATION**

The Grant Agreement enters into force on the day of signature of the last party and ends on **31 December 2027**.

The period of execution of the activities starts the day of entry into force of the Agreement and ends 3 months before the end of the Agreement, i.e. **30 September 2027**.

**ARTICLE 4 – ELIGIBLE COSTS**

**4.1. Eligible costs**

The type of costs that Enabel can subsidise are:

- 1° Operational costs;
- 2° Management costs.

‘Operational costs’ are the necessary and indispensable costs for achieving the objectives and results of the action, including the cost for achieving verifiable deliverables;

‘Management costs’ are identifiable costs related to management, supervision, coordination, monitoring, control, evaluation and financial audit which specifically originate in the implementation of the action or the justification of the Grant;

Under this framework, the following direct costs of the contracting beneficiary are eligible as **operational costs** or **management costs**:

- a) The cost of staff assigned to the action, corresponding to actual gross remuneration and salaries, comprising social security charges and other statutory costs included in the remuneration; provided that this does not exceed the average rates corresponding to the contracting beneficiary’s usual policy on remuneration unless justification is provided that the excess is indispensable for the achievement of the activity;
- b) Travel and subsistence allowances, provided that they are in line with the contracting beneficiary’s usual practices and do not exceed applicable scale at Enabel’s;
- c) The costs for services, works and purchase of equipment specifically destined for the needs of the action (public procurement within the meaning of Article 7.3.);
- d) The costs arising from other contracts substantiated by supportive documents of the contracting beneficiary for the purposes of carrying out the activity; The costs arising directly from requirements imposed by the agreement (dissemination of information, specific evaluation of the activity, audits, translations, reproduction, insurance, etc.), including the costs of any financial services (especially the cost of transfers and financial guarantees where required under the agreement);
- e) Duties, levies and any other charges, including the value-added taxes, which have been paid and cannot be recovered by the contracting beneficiary;
- f) Meals, drinks and snacks are accepted for the activities in the partner country if they are part of and required for these activities, justified and of a reasonable amount.

No structure costs are foreseen in this agreement.

The following costs shall always be considered ineligible:

1. Accounting entries not leading to payments;
2. Provisions for liabilities and charges, losses, debts or possible future debts;
3. Debts and debit interests;
4. Doubtful debts;
5. Currency exchange losses;
6. Loans to third parties;
7. Guarantees and securities;
8. Costs already financed by another grant;
9. Invoices made out by other organisations for goods and services already subsidised;
10. Subcontracting by means of service or consultancy contracts to staff members, Board members or General Assembly members of the subsidised organisation;
11. Any sub-letting to oneself;
12. Purchases of land or buildings;
13. Compensation for damage falling under the civil liability of the organisation;
14. Employment termination compensation for the term of notice not performed;
15. Purchase of alcoholic beverages, tobacco and derived products thereof.
16. Grants to sub-beneficiaries.

#### **4.2 Eligibility criteria of expenses:**

An expense may be charged to the grant as operational cost or management cost if it fulfils the following cumulative conditions:

- 1° It is documented by a supporting document and it is identifiable and controllable, and it is related to an identifiable and verifiable deliverable;
- 2° It is necessary for achieving the results of the action;
- 3° It is committed in accordance with the approved budget of the action;
- 4° It is actually incurred during the duration of the action;
- 5° It complies with the provisions of the tax and social regulations and the applicable procurement regulations.
- 6 ° it does not relate to an ineligible cost

<b>ARTICLE 5 – PAYMENT MODALITIES</b>
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**The funds will be transferred in instalments.**

A first instalment corresponding to 40% of the total amount of the grant will be paid by the Contracting Authority (on the basis of an invoice issued by the contracting beneficiary) within a reasonable period of time after signature of the Grant Agreement.

The remainder of the grant will be paid in several instalments, as shown in the table below.

To receive the next instalment, the contracting beneficiary must provide a financial and narrative report together with proof of expenditure for at least 75% of the previous instalment + at least 10% own contribution (co-financing).

The contracting beneficiary is required to send a financial and narrative report, accompanied by supporting documents, at least once a year.

Once these reports and supporting documents have been validated by Enabel, the next instalment can be paid.

A final instalment of 20% will be reserved for payment following the reception and validation of the final execution report and all supporting documents substantiating the global value of the grant + at least 10% own contribution (co-financing). There will therefore be no advance payment for this final instalment.

Each instalment is considered an independent grant in application of this agreement. The value of all these instalments may in no case exceed the total value of the grant mentioned in Article 2.

The tentative planning of the instalments is given below:

	As a proportion of the total grant
Instalment 1	40%
Instalment 2	40%
Instalment 3 (final balance)	20%

**BANK ACCOUNT:**

The funds are solely disbursed into the separate bank account mentioned in the Financial Identification Form in Annex VI.

The payments are made in euros, for both funds transferred to the contracting beneficiary and for any recovery (see Article 10).

**ARTICLE 6 - ACCOUNTING**

When carrying out the activities, the contracting beneficiary uses its own accounting, internal control and auditing procedures provided that these procedures follow international standards in this area and do not conflict with the provisions of this agreement.

**ARTICLE 7 – GENERAL OBLIGATIONS OF THE CONTRACTING BENEFICIARY**

7.1. The contracting beneficiary undertakes to use the funds granted under this agreement solely for the ends for which the grant is awarded, and to respect the award conditions listed in this agreement. It ensures that the object of this agreement is executed correctly and will take appropriate measures where necessary to remedy any problems found during the implementation period;

7.2. It undertakes to use the funds in conformity with the principles of economy, effectiveness, efficiency, and transparency;

7.3. It undertakes to notify Enabel of obtaining additional funding for the action;

7.4. It undertakes to implement procurement of services, works or supplies in accordance with principles described in Annex VIII of the Grant Agreement; It is not allowed to subcontract all of an action by means of a single contract. Moreover, the budget of each contract financed by means of the grant can only correspond to a limited part of the total amount of the grant;

7.5. The contracting beneficiary undertakes to take all necessary precautions to avoid conflicts of interests and shall inform Enabel without delay of any situation constituting or likely to lead to any such conflict. There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person;

7.6. It also undertakes to take appropriate measures to avoid instances of irregularity, fraud, corruption or any other illegal activity in the management of the activities. All suspected and proven instances of irregularity, fraud and corruption related to this agreement, as well as the measures taken in this context by the contracting beneficiary, must be immediately reported to Enabel through the platform [www.enabelintegrity.be](http://www.enabelintegrity.be);

7.7. It undertakes to inform Enabel of any changes that could change its own admissibility as a beneficiary or impact the implementation of the action in a negative manner;

7.8. In order to promote sustainable development, the parties agree that it is necessary to promote respect for environmental and social standards recognised by the international community such as the basic conventions of the International Labour Organisation (ILO) and the international environmental protection agreements.

To this end, the contracting beneficiary undertakes to include in its public contracts and, where applicable, in its tender documents, a clause according to which the parties undertake to observe these standards in compliance with applicable laws and regulations in the country where the subsidised activity is realised.

Such commitments will have to be extended to any subcontractors. Enabel reserves the right to ask the contracting beneficiary for a report on the environmental and social conditions in which the activity will be conducted.

**ARTICLE 8 – LIABILITY**

8.1. The contracting beneficiary is solely liable for complying with all its legal obligations under this agreement.

8.2. Enabel may not, under any circumstances or in any way whatsoever, be held liable for any damage that may have been caused during the implementation of this agreement.

#### **ARTICLE 9 – REJECTION OF REQUESTS FOR PAYMENT, SUSPENSION AND TERMINATION**

Enabel reserves the right to defer or definitively reject any request for payment and to suspend or terminate the agreement if one of the following occurs:

- a) The contracting beneficiary fails to provide the justifications referred to in Article 11 or to submit itself to the control provided for in Article 12 of this agreement;
- b) The beneficiary does not use the grant for the ends for which it was awarded;
- c) Unlawful act: It is or becomes unlawful or impossible for the contracting beneficiary to perform any of its obligations under this agreement;
- d) Abandonment or suspension of the activity;
- e) Acts of corruption or fraud;
- f) Change in the situation of the contracting beneficiary by which it no longer falls under the scope of application of contracting beneficiaries eligible for grants awarded by Enabel (see **Error! Reference source not found.** Law);
- g) Non-compliance with grant award conditions or any stipulation of this agreement by the contracting beneficiary;
- h) One of the grounds for exclusion in Annex VII is no longer respected by the contracting-beneficiary.

#### **ARTICLE 10 – RECOVERY**

Enabel will recover all or part of the grant awarded, in the following cases:

- 1° The beneficiary does not respect the grant conditions;
- 2° The beneficiary does not use the grant for the ends for which it was awarded;
- 3° The beneficiary hinders control;
- 4° The beneficiary fails to submit the necessary supporting documents in order to justify the use of the grant.

#### **ARTICLE 11 –JUSTIFICATION: PLANNING, NARRATIVE REPORTS AND FINANCIAL REPORTS**

The global budget and the financial and operational planning of the first year of implementation is given in Annex I of this agreement. In case of a multi-year agreement, the contracting beneficiary will provide a new operational and financial planning at the end of each year of implementation for the following year.

The contracting beneficiary shall justify the use of the funds received in the annual (narrative and financial) progress reports assembled in accordance with templates in Annexe II, where it has to clearly demonstrate that the funds transferred have been used for the ends for which they were awarded, and each request for payment will also comprise an updated financial report.

The annexes to the financial report contain at least the copies of invoices.

A final narrative and financial report, comprising a final evaluation of the results of the action, will be elaborated at the end of the action and transferred by 31 December 2027 at the latest. Where applicable, the final report must be accompanied of a copy of the document transferring the assets to the final beneficiaries (Annex IV).

Templates for progress reports and final reports are given in Annex II, including required annexes to these reports.

#### **ARTICLE 12 – CONTROL MODALITIES**

Enabel will control whether the use of the grant complies with the provisions of the grant agreement and the award decision. To this end, Enabel will carry out a control of all the components of the justification requested,

as referred to in Article 11. During the control, both the financial and technical aspects will be checked, as well as the consistency between them.

Enabel may at any time, on its own initiative, have the subsidised action controlled. By the mere fact of accepting the grant, the contracting beneficiary acknowledges the right of Enabel to carry out or to have this control carried out on site.

When controlling the justification of the grants, Enabel may request additional supporting documents to those provided in the reports.

The contracting-beneficiary contributes to the control that is carried out on behalf of Enabel, either in the country where the action is implemented or at the head office of the organisation.

Considering those control activities, it shall keep its accounts available as well as any other document justifying compliance with the conditions under which the grant was awarded, in accordance with the provisions of the award decision and the grant agreement. Consequently, the contracting beneficiary undertakes to keep available all documents related to this agreement for five years after the final payment.

For control activities, Enabel can call upon third parties such as recognised auditing firms and organisations specialised in external evaluations.

Enabel will inform the grant beneficiary in writing of the results of the controls and their possible consequences.

#### **ARTICLE 13 – FORCE MAJEURE**

In case of “force majeure” and after consultation, the parties may fully or partially suspend implementation of the activities, if the circumstances make their continuation too difficult or too dangerous. In such case, each party undertakes to inform the other party, and to provide all necessary details as soon as possible, as well as the expected date of resumption. If the agreement is not terminated, the contracting beneficiary, with the agreement of Enabel, will do everything possible to resume or further pursue activities once circumstances allow.

#### **ARTICLE 14 – ADAPTATION, SUSPENSION OR STOPPAGE OF THE INTERVENTION UNDER WHICH THE ACTION FALLS**

14.1 When executing the subsidised action, the contracting beneficiary may not:

a) Redefine or modify the action or the objectives as described in Article 1 and Annex I;

However, budgetary flexibility is authorized without the need to resort to an amendment in the following cases:

- Modification between results leading to a variation not greater than 15% of amounts initially planned.
- Modification between activities of the same result leading to a variation not greater than 25% of the amounts initially planned.

Changes between operational costs (A) and management costs (B) are not allowed without an amendment.

b) Implement other missions than those expressly assigned to it by this grant agreement.

The contracting beneficiary informs Enabel without delay of any significant change to its procedures or systems, legal, financial, technical or organisational situation as well as any other circumstances that could influence, slow down or compromise the implementation of the action or all or part of the requirements that the contracting beneficiary must meet.

Enabel reserves the right to demand additional measures, in order to remedy this situation, or the right to terminate this agreement (see above).



14.2. When this grant agreement is part of an intervention which has to be wholly or partly adapted, suspended or stopped pursuant to Article 32, § 2, 7° of the Law defining the missions and functioning of Enabel, and that these changes affect the implementation of the action, Enabel informs the beneficiary of:

- 1° the necessary adaptations of the action;
- 2° the duration of the complete or partial suspension of the action;
- 3° the complete or partial termination of the action.

Following this communication, the award decision, the grant agreement and, where applicable, the budget will be modified in consultation between Enabel and the contracting beneficiary.

The amounts that the contracting beneficiary had already disbursed at the time of the communication referred to in paragraph 1 will not be claimed by Enabel, provided that these expenses meet the conditions stipulated in Article 4.2 and that they are duly justified.

#### **ARTICLE 15 – APPLICABLE LEGISLATION AND REGULATIONS**

This agreement is governed by Belgian law.

In the event of any dispute relating to the execution of this agreement, the parties will make every effort to reach an amicable solution.

In the absence of an amicable solution, only the Courts of Brussels shall be competent.

#### **ARTICLE 16 – CONFIDENTIALITY**

Enabel and the contracting beneficiary undertake to maintain the confidentiality of all documents, information or other materials that are communicated confidentially.

#### **ARTICLE 17 – VISIBILITY**

The contracting beneficiary shall mention the Belgian State and Enabel as donor or joint donor of this action in general communication related to the action subsidised.

#### **Annexes**

The following documents are attached to this agreement and are an integral part thereof:

Annex I	Action proposal
Annex II	Reporting templates
Annex III	Template Request for payment
Annex IV	Template Transfer of assets ownership
Annex V	Legal (private or public) entity form
Annex VI	Financial identification sheet
Annex VII	Exclusion grounds
Annex VIII	Procurement principles (for a private contracting beneficiary)

In case of conflict between provisions of the Annexes and those of the Grant Agreement, the latter prevail.

Done at <fill in the place> in <two or three> copies, one of which is for a representative of Enabel and one of which is for the contracting beneficiary.



**For the contracting beneficiary**

Name

Capacity

Signature

Date

**For Enabel**

Name

Capacity

Signature

Date

*<In case of a Call for Proposals insert section 2.2.1 to 2.2.6 of the proposal*

In either case, the following must always be included in Annex 1

- Logical framework
- Operational planning
- Detailed budget
- Financial planning

ANNEX II - REPORTING TEMPLATES

- < *Include instructions for preparing*
- *the various execution reports (narrative and financial reports):*
  - *the Final report*

If an audit has been carried out, the report thereof will be attached to the relevant financial report, also specifying, if applicable, the measures taken or the 'action plan' that has been elaborated to remedy the problems found by the audit.

ANNEXE III: TEMPLATE REQUEST FOR PAYMENT <FILL IN THE IDENTIFICATION NUMBER OF THE GRANT AGREEMENT>

**Request for payment, no <...>**

Date of the Request for payment <...>

To the attention of  
<ITA Project Management Unit, address>

Name and address of the contracting beneficiary: < >

Period covered by the Request for payment: < >

Dear Ms, Mr,

I hereby request payment of instalment no **or** [the balance] under the above-mentioned Grant Agreement.

The amount requested is: <fill in the amount> euros

Please find the following supporting documents in attachment:

- *Execution report (narrative and financial reports)*
- *Audit reports*
- *Other supporting documents*

**For the request for payment to be approved, all required documents must be attached.** Payment is due on the bank account given in the Grant Agreement:

I declare on honour that the information in this request for payment is complete, sincere and exact, that the costs presented can be considered eligible in conformity with the provisions of the Grant Agreement and that this request for payment is substantiated by supporting documents that can be controlled.

Yours truly,

<signature>

ANNEX IV: TEMPLATE TRANSFER OF ASSETS OWNERSHIP

TRANSFER OF ASSETS OWNERSHIP

Title of the intervention
No Pilot
Title of the Call for Proposals:
Grant Agreement number:
Name of the contracting beneficiary of the Grant Agreement:
Name of the final beneficiary of the action:

Assets	Description of the item (> EUR 5 000)	Acquisition date	Acquisition cost in EUR	Date of transfer / Comments
1.				
2.				
3.				
4.				
Etc.				

This list was drawn up in order to comply with Article 11 of the Grant Agreement. The ownership of each asset item described has been transferred. The local partner and final beneficiary agree on the contents of this list.<sup>1</sup>

Done at \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
Contracting beneficiary  
Name and function

\_\_\_\_\_  
Final beneficiary of the Action  
Name and function

<sup>1</sup> A list is completed for each final beneficiary.

**PRIVATE COMPANY LEGAL ENTITY FORM**

LEGAL FORM:
NAME:
ACRONYM:
ADDRESS:
POSTAL CODE:
POST BOX:
CITY:
COUNTRY:
TELEPHONE:
FAX:
E-MAIL
VAT no. (1):
PLACE OF REGISTRATION:
DATE OF REGISTRATION:
REGISTER no. (2):
Names and positions of the persons authorized to engage the responsibility of the organisation:

DATE AND SIGNATURE OF THE AUTHORISED REPRESENTATIVE

THIS 'LEGAL ENTITY' FORM MUST BE COMPLETED, SIGNED AND ACCOMPANIED BY:

(1) A COPY OF THE VAT LIABILITY DOCUMENT IF THIS IS APPLICABLE AND IF THE VAT No. DOES NOT APPEAR ON THE OFFICIAL DOCUMENT MENTIONED IN POINT 2.

A COPY OF ANY OFFICIAL DOCUMENT (E.G. 'BELGIAN OFFICIAL GAZETTE/MONITEUR BELGE', COUNTRY'S OFFICIAL JOURNAL, THE TRADE REGISTER....) ENABLING IDENTIFICATION OF THE NAME OF THE LEGAL ENTITY, THE ADDRESS OF ITS REGISTERED OFFICE AND ITS REGISTRATION NUMBER WITH THE NATIONAL AUTHORITIES.

**DATE AND SIGNATURE OF THE AUTHORISED REPRESENTATIVE**

**PUBLIC-LAW LEGAL ENTITY FORM**

LEGAL FORM:
NAME:
ACRONYM:
ADDRESS:
POSTAL CODE:
POST BOX:
CITY:
COUNTRY:
TELEPHONE:
FAX:
E-MAIL
VAT no. (1):
PLACE OF REGISTRATION:
DATE OF REGISTRATION:
REGISTER no. (2):
Names and positions of the persons authorized to engage the responsibility of the organisation:

THIS 'LEGAL ENTITY' FORM MUST BE COMPLETED, SIGNED, STAMPED AND ACCOMPANIED BY

- A COPY OF THE RESOLUTION, LAW, ORDER OR DECISION ESTABLISHING THE ENTITY CONCERNED
- IN THE ABSENCE THEREOF, ANY OTHER OFFICIAL DOCUMENT WHICH PROVES THE ESTABLISHMENT OF THE ENTITY CONCERNED BY THE NATIONAL AUTHORITIES

***STAMP***

***DATE, NAME, FUNCTION AND SIGNATURE OF THE AUTHORISED REPRESENTATIVE***



ANNEX VI	FINANCIAL IDENTIFICATION SHEET
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<b>ACCOUNT NAME (1)</b>			
<b>ADDRESS</b>			
<b>TOWN/CITY</b>		<b>POST CODE</b>	
<b>COUNTRY</b>			
<b>CONTACT</b>			
<b>TELEPHONE</b>		<b>TELEFAX</b>	
<b>E - MAIL</b>			

<b><u>BANK (2)</u></b>			
<b>NAME OF BANK</b>			
<b>ADDRESS (OF BRANCH)</b>			
<b>TOWN/CITY</b>		<b>POST CODE</b>	
<b>COUNTRY</b>			
<b>ACCOUNT NUMBER</b>			
<b>IBAN (3)</b>			
<b>NAME OF SIGNATORIES</b>	<b>NAME &amp; FORENAME</b>	<b>FUNCTION</b>	

**COMMENTS:**

**STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE (both are obligatory)**

**DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)**

*(1) The name or title under which the account was opened and not the name of the authorised representative.*

*(2) It is preferable to attach a copy of a recent bank statement. Please note that the bank statement must provide all the information indicated above under "ACCOUNT NAME" and "BANK". In this case, the bank's stamp and the signature of its representative are not required. The signature of the account holder is obligatory in all cases.*

*(3) If the IBAN code (international bank account number) is applicable in the country where your bank is situated.*

ANNEXE VII: EXCLUSION GROUNDS

Exclusion grounds	
<p><b>1) Condemnation or subject of a conviction by final judgment</b></p>	<p>The counterparty or one of its 'directors[1]' was found guilty following an indefeasible judgement for one of the following offences:</p> <ul style="list-style-type: none"> <li>1° involvement in a criminal organisation</li> <li>2° corruption</li> <li>3° fraud</li> <li>4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence</li> <li>5° money laundering or terrorist financing</li> <li>6° child labour and other trafficking in human beings</li> <li>7° employment of foreign citizens under illegal status</li> <li>8° creating or being a shell company.</li> </ul> <p>The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.</p>
<p><b>2) Breach of obligations relating to the payment of taxes or social security contributions</b></p>	<p>The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3.000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.</p>
<p><b>3) Bankruptcy, liquidation, cessation of activities...</b></p>	<p>The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;</p>
<p><b>4) Integrity-related professional misconduct, including:</b></p> <ul style="list-style-type: none"> <li>- Sexual abuse and/or exploitation</li> <li>- Case of fraud</li> <li>- Case of sexual harassment</li> <li>- False statements</li> <li>- Unfair competition</li> </ul>	<p>When Enabel can demonstrate by any appropriate means that the counterparty <b>or any of its directors</b> has committed serious professional misconduct which calls into question his integrity.</p> <p>Are among others considered such serious professional misconduct:</p> <ul style="list-style-type: none"> <li>a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019</li> <li>b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019</li> <li>c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace</li> <li>d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information</li> <li>e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition</li> </ul> <p>The presence of this counterparty on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.</p>
<p><b>5) Conflict of interest</b></p>	<p>When a conflict of interest cannot be remedied by other, less intrusive measures;</p>
<p><b>6) Significant or persistent contract performance failures</b></p>	<p>When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.</p> <p>Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.</p>

	<p>The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.</p>
<p><b>7) Financial sanctions</b></p>	<p>Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.</p> <p>The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:  For the United Nations, the lists can be consulted at the following address:  <a href="https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies">https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies</a></p> <p>For the European Union, the lists can be consulted at the following address:  <a href="https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue">https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue</a></p> <p><a href="https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en">https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en</a></p> <p><a href="https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf">https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf</a></p> <p>For Belgium:  <a href="https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorierie/contr%C3%B4le-des-instruments-1-2">https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorierie/contr%C3%B4le-des-instruments-1-2</a></p>

ANNEX VIII: Procurement principles (for a private contracting beneficiary)
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If the implementation of an Action requires procurement by the Contracting Beneficiary, the contract must be awarded to the tender offering best value for money (i.e. the tender offering the best price-quality ratio) or, as appropriate, to the tender offering the lowest price. In doing so, the Contracting Beneficiary shall avoid any conflict of interests and respect the following basic principles:

- Where the Contracting Beneficiary does not launch an open tender procedure it shall justify the choice of tenderers that are invited to submit an offer.
- The Contracting Beneficiary shall evaluate the offers received against objective criteria which enable measuring the quality of the offers and which take into account the price (the offer with the lowest price shall be awarded the highest score for the price criterion).
- The Contracting Beneficiary shall keep sufficient and appropriate documentation with regard to the procedures applied and which justify the decision on the pre-selection of tenderers (where an open tender procedure is not used) and the award decision.

The Contracting Beneficiary may decide to apply the procedures provided for in the Belgian Public Procurement Legislation. If these procedures are correctly followed the principles above will be deemed complied with.

Enabel will carry out *ex post* checks (see article 12) on the Contracting Beneficiary's compliance with the principles above. Failure to comply with these principles or rules would render the related expenditure ineligible for funding.

The provisions of this Annex apply *mutatis mutandis* to contracts to be concluded by the co-applicants, partners of the Contracting Beneficiary.