

Grant Agreement template

How to fill out this Grant Agreement:

- Text contained between <...> **must be replaced with the relevant information** for the Grant Agreement concerned.
- Text in *<italics>* gives you an idea which kind of information is required. Phrases between [] must only be **included if necessary**.

All other parts of these template instructions must not be changed.

This template of the Grant Agreement must be used along with the award decision, when for a project or programme, Enabel wants to award a grant in accordance with Article 11 of the Enabel Law and with the award conditions given in the 'Grant' Royal Decree of 23 February 2018 to a beneficiary who fulfils the following criteria:

1. *The beneficiary is:*
 - a public-law legal person
 - a regional public-law organisation
 - a non-profit association or a foundation
 - a private legal body for which profit maximisation is not the primary objective.
2. *The beneficiary pursues an objective falling under the objectives of the Belgian Development Cooperation, referred to in Chapter 2 of the Law of 19 March 2013 on the Belgian Development Cooperation;*
3. *The activities of the beneficiary are incorporated in portfolios executed by Enabel.*

In accordance with the Royal Decree of 23/02/2018, the Grant Agreement comprises:

1° The reference to the applicable award decision;

2° The criteria concerning eligibility of costs and the description of ineligible costs;

3° The obligations of the beneficiary concerning the procurement of goods, works and services;

4° The obligation imposed to the beneficiary to inform Enabel of any changes that could change its own admissibility as a beneficiary or negatively impact the implementation of the action;

5° The obligation imposed to the beneficiary to notify Enabel of obtention of additional financing for the action;

6° The modalities for the modification, suspension or termination of the action.

This template always applies and respects the Enabel procedures, which means:

- Respects the separation of duties (see...)
- Respects the principles of good administration such as transparency, equal treatment, non-cumulation, non-retroactivity, duty of care, formal and material justification, impartiality...

The guidelines for elaborating, following up and managing Grant Agreements are laid down in the grant award guide.

The following procedures exist:

- Procedure 1: Call for Proposals
- Procedure 2: Direct award

The award conditions consist of criteria pertaining to:

- 1° *The admissibility of the applicant and, where applicable, of its partners;*
- 2° *The admissibility of the proposal, including the prohibition of double financing;*

3° *The evaluation of the applicant's capacity to implement the action;*

4° *The evaluation of the proposal.*

No offer, gift or payment, no remuneration or advantage of any kind constituting an illegal act or corrupt practice has been given or will be given to anyone, directly or indirectly, in view of or as a compensation for the grant award decision. Any act of this nature is sufficient ground to justify annulment of this agreement.(referto www.enabelintegrity.be)

The template of the agreement must be respected. It consists of the following elements:

- *This Grant Agreement;*
- *Annex III: Template request for payment*
- *Annex IV: Template Transfer of assets ownership]*
- *Annex V: Legal (private or public) entity form*
- *Annex VI: Public procurement principles (for a private contracting beneficiary)*
- *Annex VII Exclusion grounds*

Each agreement must be identified by a number or a specific reference and must be part of an administrative file with a 'Grant file cover page'.

Text in italics and in yellow is for instruction or information purposes and must be deleted from the final version.

DO NOT FORGET TO DELETE ALL INSTRUCTIONS!

GRANT AGREEMENT

UNDER THE FRAMEWORK OF <PROJECT/PROGRAMME: fill in name and Pilot code>

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 or 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 Royal Decree of 23 February 2018 regarding the award of grants by Enabel and their control, and its update of 15 January 2019;

Having regard to the Specific Agreement, < reference of the Specific Agreement project or portfolio concerned >;

[Having regard to the TFF attached; only for pre-Enabel projects/programmes]

[Having regard to the Call for Proposals of ...< date>...] for a Call for Proposals;

[Having regard to the invitation to elaborate an action proposal of ...< date>...] for a direct award;

[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:

The logical framework and operational planning are given in Annexe I

ARTICLE 2 – VALUE OF THE GRANT

The total maximum value of the grant awarded by enabel is < **indicate the maximum value in figures and words** > euros, [where applicable, fill in the equivalent amount in local currency].

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.

The period of execution of the activities starts on < **indicate the date (at the earliest the day the agreement comes into force)** > and ends on < **indicate the date (consistent with the closing period)** >.

The closing period starts the day after the end date of the period of execution and ends on < **indicate date** > (the closing period must be a minimum of 3 months and end at least 1 month before the end of the Specific Agreement or, for GP projects, 1 month before the end of the implementation period) >.

ARTICLE 4 – ELIGIBLE COSTS

4.1. Eligible costs

The type of costs that Enabel can subsidise are:

1° Operational costs;

2° Management costs:

3° Structure 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;

‘Structure costs’ are costs related to the achievement of the social purpose of the beneficiary, which even though they are influenced by the implementation of the action are neither identifiable or attributable to the budget of this action.

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

Only keep the eligible costs applicable to this Grant Agreement

[

- 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;
- 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 7.4.);
- 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.
- g) [Sub-grants to sub beneficiaries] *(if those are allowed, the following points must be described in annexI)*
 1. *The description of the objectives and results to be achieved with these sub- grants, the fundamental principles, the key concepts, the mechanisms, the actors and their role in the management process;*
 2. *The criteria and modalities for the allocation of grants, accessibility conditions sub-beneficiaries, conditions for the admissibility of sub-projects, eligibility conditions for activities, costs and expenses;*
 3. *The procedures and procedures for examining and awarding applications;*
 4. *The maximum amount that can be allocated by sub-beneficiary;*
 5. *The terms of contractualisation with the sub-beneficiary;*
 6. *The procedures and modalities for disbursing resources;*
 7. *The procedures and modalities for technical and financial monitoring;*
 8. *The procedures and modalities of control.*

To be inserted if sub-grants to sub-beneficiaries are allowed:

[In all cases, only one rank of sub-beneficiaries is allowed. Sub-beneficiaries can never use the grants received to award grants to a second rank of sub-beneficiaries. And the sub-beneficiaries must belong to the natural beneficiaries / partners of the contracting-beneficiary, consistent with its mandate and mission]

Either

[The **structure costs** are lump sum and represent maximum **<x %>** of the operational costs (*never above 7 % of the operational costs*), as verified and agreed upon beforehand by **<fill in independent entity (can be Enabel)>**]

Or

[No structure costs are foreseen in this agreement]

To be inserted if sub-grants to sub-beneficiaries are allowed:

[the maximum amount of the structural costs (sum of the structural costs of the contracting beneficiary and of the sub-beneficiaries) will remain the same (maximum 7% of the operational costs of the initial grant), whether or not there are grants to sub-beneficiaries]

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], *(except where the objective of the action is the award of guarantee)¹*;
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 personnel members, Board members or General Assembly members of the organisation subsidised;
11. Any sub-letting to oneself;
12. [Purchases of land or buildings], *(except where absolutely necessary for direct implementation of the action)²* Erreur ! Signet non défini.;
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]. *(except if explicitly allowed in bullet g) above and described in annex 1)²* Erreur ! Signet non défini.
17. [Bonuses²] (optional in bilateral projects but always ineligible in the case of grants financed within the framework of GP projects)

Other ineligible costs may be added to this list according to the specific context of each action.

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: Namely, it is committed before the end of the period of execution of the activities and paid before the end of the closing period. However, any expenses relating to the final audit and final evaluation may be incurred and paid during the closing period.

¹ Do not forget to remove the yellow sections in ineligible costs that are not applicable in the grant agreement templates attached to the guidelines in calls for proposals or in requests for submission of a proposal to direct grantees

² A bonus is to be understood as a payment of a “bonus” triggered by the participation of a staff member in the Action financed by Enabel or that is in any way linked to the performance of the person in the Action or the performance of the Action itself. It is not an eligible cost. However, there are payments that might be called in a similar way and which could still be considered as a part of the normal salary package and therefore eligible (i.e. variable parts of the salary). Those payments have to be paid independently of the participation of the staff member in the Action financed by Enabel.

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.

ARTICLE 5 – PAYMENT MODALITIES

Either

[The funds will be transferred in instalments on the basis of a request, the template for which is given in Annex III. 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.

Except for the first instalment, at least 75 % of the preceding instalment must be spent before the next instalment is paid.]

With the exception of the request for the first tranche, each request for funds will be accompanied by an updated financial report and its annexes as stipulated in Article 11.

[A final instalment of <5 to 10 %> 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.]

The tentative planning of the instalments is given below

Insert indicative planning of instalments

Or

[The funds will be transferred in instalments as reimbursements of expenses actually incurred by the contracting beneficiary, based on requests, for which the template is given in Annex III. The value of all these instalments may in no case exceed the total value of the grant mentioned in Article 2.

Each request for funds will be accompanied by an updated financial report and its annexes as stipulated in Article 11.

The tentative planning of the reimbursement instalments is given below:

Insert indicative planning of reimbursements

BANK ACCOUNT:

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

(In the case of pre-financing in installments, this account must be a separate bank account, except derogation by "Manager Controlling" Enabel. In the case of refunds, the opening of a separate bank account is not mandatory.)

The payments are made in euros, *(except derogation validated by Enabel)*, 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. *For public contracting beneficiaries* It undertakes to implement infrastructure works or procure goods and services in accordance with the public procurement regulations of <the 'beneficiary's country'>. *(or other system if the country system is not rated positively)* ;

or

For private contracting beneficiaries, not subject to public procurement law, 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.

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.

7.9 He undertakes to inform Enabel of any developments in the security situation which could call into question the implementation of activities in one of the intervention zones, with a view to the possible application of article 13.

(section 7.10 is mandatory for beneficiaries who do not have their headquarters in the country where the action takes place unless the assets concerned are absolutely necessary for the sustainability of the action)

Either

[7.10 It undertakes to transfer the equipment and materials financed by the action budget to the local intermediate or final beneficiary organizations of the action before submission of the final report. Copies of the transfer certificates for equipment and vehicles with a unit purchase value greater than EUR 5,000 will be attached to the final report. The supporting documents are kept by the Contracting Beneficiary for purposes of control.]

Or

[7.10 It undertakes to transfer the equipment and materials financed by the action budget as defined in Annex IVB, before submission of the final report. Copies of the transfer certificates for equipment and vehicles with a unit purchase value greater than EUR 5,000 will be attached to the final report. The supporting documents are kept by the Contracting beneficiary for purposes of control]

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 **Erreur ! Source du renvoi introuvable.** 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 < *specify frequency* > (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 are at least: *indicate here the annexes that must be attached by default to the financial report (example: Bank statement, general ledger extract, copies of invoices, list of investments, audit report, ...)*

A final narrative and financial report, including a final evaluation of the results of the action, will be elaborated at the end of the action and transferred by < *specify period or deadline for reception after end of activities* > 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.

The exchange rate system to use is: < *Indicate the exchange rate system to use for reporting. Describe the system if the partner's system is used or, without a viable system, the weighted average exchange rate will be used* >

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 10 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.

If applicable, describe here ex ante controls (object of the control(s) and processes) that will be carried out by Enabel such as NOs on Terms of reference, commitments, payments etc...

ARTICLE 13 – FORCE MAJEURE

In the event of force majeure, the parties, after consultation, may totally or partially suspend the implementation of the activities, and/or, possibly, adapt the action as described in article 14.4 if the circumstances make the implementation too difficult or too dangerous, particularly due to the deterioration of the security situation.

In this case, each party undertakes to inform the other party and provide it with all the necessary details, as quickly as possible, as well as the expected date of resumption. If the agreement is not terminated, the contracting-beneficiary, with the agreement of Enabel, endeavours to resume the course of activities as soon as circumstances permit.

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 redefine or modify the action or the objectives as described in Article 1 and Annex I. These modifications must be the subject of an amendment to the agreement.

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 **xx% (maximum 15%)** of amounts initially planned.
- Modification between activities of the same result leading to a variation not greater than **xx% (maximum 25%)** of the amounts initially planned.

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

Modification of the percentage set for structure costs (C) is not authorized.

14.2 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 pursuant to article 9.

14.3. 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.

14.4 In the event of application of article 13, the contracting beneficiary may propose a plan for reallocation of the resource initially allocated in consultation with Enabel, while respecting the initial objectives.

The grant agreement and, where applicable, the budget may be modified by amendment following communication of this reallocation plan, after negotiation between Enabel and the contracting beneficiary.

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 *(If necessary, replace by or add other financial partner)* 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	A. Template Transfer of assets ownership
[Annex IV	B. Identification of beneficiaries] <i>(optional)</i>
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

For Enabel

Name

Capacity

Signature

Date

Name

Capacity

Signature

Date

Name

Capacity

Signature

Date

ANNEX I - ACTION PROPOSAL

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

<For a direct award, include the action proposal in full>

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

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

When sub-grants to sub-beneficiaries are allowed: [the following points must be described in Annex I

1. The description of the objectives and results to be achieved with these sub- grants, the fundamental principles, the key concepts, the mechanisms, the actors and their role in the management process;
2. The criteria and modalities for the allocation of grants, accessibility conditions sub-beneficiaries, conditions for the admissibility of sub-projects, eligibility conditions for activities, costs and expenses;
3. The procedures and procedures for examining and awarding applications;
4. The maximum amount that can be allocated by sub-beneficiary;
5. The terms of contractualisation with the sub-beneficiary;
6. The procedures and modalities for disbursing resources;
7. The procedures and modalities for technical and financial monitoring;
8. The procedures and modalities of control.]

ANNEX II - REPORTING TEMPLATES

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

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 (indicate here exhaustively the other supporting documents which must accompany each payment request)*

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.³

Done at _____ on _____.

Contracting beneficiary
Name and function

Final beneficiary of the Action
Name and function

ANNEX IVB: IDENTIFICATION OF BENEFICIARIES RECIPIENT OF ASSETS

(use only when recipients are predefined to receive these assets)

	Description of asset	Recipient beneficiary
1.		
2.		
3.		
4.		
Etc.		

³ 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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ACCOUNT NAME (1)			
ADDRESS			
TOWN/CITY		POST CODE	
COUNTRY			
CONTACT			
TELEPHONE		TELEFAX	
E - MAIL			

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

COMMENTS:

<u>STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE (both are obligatory)</u>

<u>DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)</u>

- (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	
1) Condemnation or subject of a conviction by final judgment	<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"> 1° involvement in a criminal organisation 2° corruption 3° fraud 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence 5° money laundering or terrorist financing 6° child labour and other trafficking in human beings 7° employment of foreign citizens under illegal status 8° creating or being a shell company. <p>The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.</p>
2) Breach of obligations relating to the payment of taxes or social security contributions	<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>
3) Bankruptcy, liquidation, cessation of activities...	<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>
4) Integrity-related professional misconduct, including: <ul style="list-style-type: none"> - Sexual abuse and/or exploitation - Case of fraud - Case of sexual harassment - False statements - Unfair competition 	<p>When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors 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"> a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019 b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019 c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace 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 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 <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>
5) Conflict of interest	<p>When a conflict of interest cannot be remedied by other, less intrusive measures;</p>
6) Significant or persistent contract performance failures	<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>

	The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.
7) Financial sanctions	<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:</p> <p>https://finance.belgium.be/en/about_fps/structure_and_services/general_administrations/treasury/financial-sanctions/international</p> <p>For the European Union, the lists can be consulted at the following address:</p> <p>https://finance.belgium.be/en/about_fps/structure_and_services/general_administrations/treasury/financial-sanctions/european</p> <p>https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions?locale=en</p> <p>https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf</p> <p>For Belgium:</p> <p>https://finance.belgium.be/en/about_fps/structure_and_services/general_administrations/treasury/financial-sanctions/national</p>
8) Other exclusion grounds	<i>If Enabel is carrying out a project for another funder or donor, additional grounds for exclusion are possible.</i>

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 ante/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.