

GRANT AGREEMENT

How to fill out these Special Conditions:

- Text highlighted in yellow and enclosed in <...> must be replaced with the relevant information for this Grant Agreement.
- Italic text is informative and indicates the nature of the information to be provided. It must be deleted.
- Sentences shaded in grey and enclosed in [] must be included only where necessary.
- Where several alternative options are proposed, particularly where they are shown in red or introduced by “either ... or”, one of the proposed options must be selected and completed where necessary; the other options and all instructions must be deleted from the final version.

No other part of these template instructions may be amended under any circumstances.

This Grant Agreement template comprises two parts:

- Part A, which consists of these Special Conditions and must be completed;
- Part B, which consists of the General Conditions of the Grant Agreement and may not be amended under any circumstances.

Any derogation from the General Conditions, where necessary, must be included in Article 7 of the Special Conditions.

The template of the Agreement must be respected. It comprises the following documents:

- This Grant Agreement including Parts A and B as well as the following Annexes:
- Annex I :Proposal for action, including the results framework planning operational, budget and financial planning
- Annex II :Reporting formats ;
- Annex III :Model for applying for funds.
- Annex IV :Model for transfer of ownership of assets]
- Annex V :Legal entity page (private or public)
- Annex VI :Financial Data Sheet
- Annex VII : Reasons for exclusion
- Annex VIII :Principles of public contracts to be followed (in the case of a private contracting beneficiary)

Each Agreement must be identified by an external reference number.

As soon as the Grant Agreement has been signed, it must be encoded in GMT.

The text in italics and yellow is an instruction or information, and will therefore have to be erased from the final version.

DO NOT FORGET TO DELETE ALL INSTRUCTIONS!

GRANT AGREEMENT

PART A: SPECIAL CONDITIONS

UNDER <PROJECT/PROGRAMME: <insert project name and code>

Grant Agreement number <insert the external reference number of the Grant Agreement>

BETWEEN:

Enabel, the Belgian development agency, represented by Mr/Ms <names of the two signatories to the Agreement in accordance with the delegation-of-authority policy>, with its registered office at Rue Haute 147, 1000 Brussels

On the one hand,

and

<full name and acronym of the public or private institution>, represented by Mr/Ms <name of the representative>, with its registered office at <address> (hereinafter referred to as the “Contracting Beneficiary”)

On the other hand,

PRELIMINARIES

Having regard to the Law of 21 December 1998 establishing the “Belgian Technical Cooperation” in the form of a company governed by public law, Article 8, amended by Article 5 of the Law of 20 January 2014;

Having regard to the law of 23 November 2017 amending the name of the Belgian Technical Cooperation and the definition of the missions and operation of Enabel, Belgian Development Agency;

Having regard to the Royal Decree of 23 February 2018 on the granting of grants by Enabel and their control and its update of 15 January 2019;

Having regard to <the Specific Agreement and its annexes, or the agreement with another donor and its annexes> <reference of the Specific Agreement or third-party agreement>;

[Having regard to the notice of call for proposals of <date>] in the case of a Call for Proposals;

[Having regard to the request to submit an action proposal dated <date>] in the case of a direct award;

[Having regard to the evaluation report on the proposal dated <date>;]

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

The following was agreed:

ARTICLE 1 – PURPOSE OF THE AGREEMENT

The purpose of this Agreement is the award by Enabel of a grant for implementation of the Action described in Annex I and hereinafter referred to as the “Action”.

The general objective of the action is: <indicate the general objective>

The specific objective(s) of the Action is/are: <insert the specific objective(s)>

ARTICLE 2 – GRANT AMOUNT

The total budget of the Action amounts to <insert the amount in figures and words> euros.

The maximum amount of the grant awarded by Enabel is <insert the maximum amount in figures and words> euros.

ARTICLE 3 – DURATION OF THE AGREEMENT AND PERIOD OF EXECUTION OF THE ACTIVITIES

The Grant Agreement shall enter into force on the date on which it is signed by the last party.

The period of execution of the activities shall run from <insert the start date; this date may not precede the date on which the Agreement enters into force> to <insert the end date; ensure consistency with the duration of the Action and the closing period>.

The closing period shall begin on the day following the end of the period of execution of the activities and shall end on <insert the end date of the closing period; this period must last at least three months and end no later than one month before the end of the Specific Agreement or, for GP projects, one month before the end of the project>.

ARTICLE 4 – ELIGIBLE COSTS

4.1 Structure costs

(Choose option)

Either

[Structure costs amount to <x%> of operational costs].

Or

[No structure costs are provided for under this Agreement.]

4.2 [Specific eligible costs] **(include only where necessary)**

[By way of derogation from Article 3.2 of the General Conditions, the following costs are eligible: select from the list below the costs exceptionally authorised for this particular grant. (For sub-grants, financial support, guarantees or wage subsidies, the management arrangements must be properly described in the Action proposal and validated by Enabel).

- Sub-grants to sub-beneficiaries as described in Annex 1.

- Financial support to final beneficiaries as described in Annex I; – Wage subsidies as described in Annex I.

- Guarantees if the purpose of the grant is the provision of guarantees, as described in Annex 1.

- Other : <explain what other cost(s) is (are) eligible if he(s) is (are) not included in Article 3 of the General Conditions>.]

4.3.[Ineligible special costs]/**(include only where necessary)**

[In addition to Article 3.2 of the General Conditions, the following costs are considered ineligible:

<In addition to the list of ineligible cost types included in the General Conditions, some may be added based on the particular context of each “action”.]

ARTICLE 5 – TERMS OF PAYMENT

5.1. PAYMENT OPTIONS

(Choose option : between pre-financing and Reimbursement)

[Pre-financing option]

(To include only if derogatory from Article 6 of the General Conditions)

[By way of derogation from Article 6 of the General Conditions, advances will be paid in such a way as:

<choose monthly, quarterly, annual>

The first instalment of pre-financing is <amount> EUR.

The following pre-financing instalment(s): <indicate the amount> will be paid on the basis of the requirements set out in the financial planning established by the Contracting Beneficiary (see Article 2.1(C of the General Conditions).]

Final tranche

(Choose)

Either

[A final instalment of 10%, as provided for in Article 6 of the General Conditions, shall be retained and may be paid only after submission of the final implementation report and all supporting documents justifying the total grant amount.]

or

[By way of derogation from Article 6 of the General Conditions, a final instalment of <amount> EUR shall be retained and may be paid only after submission of the final implementation report and all supporting documents justifying the total grant amount.]

[Reimbursement option]

[In case of result based funding : <Indicate the conditions of reimbursement and the periodicity>.]

[For other types of reimbursement: <indicate the additional reporting conditions and periodicity>.]

5.2. BANK ACCOUNT :

(Choose option)

[If the specific account already exists prior to the signing of the contract, indicate the bank details below :]

The funds are transferred to the following specific bank account:

TITLE OF THE ACCOUNT :

CODE IBAN :

CODE BIC :

[If the account already exists within the framework of a specific account opening waiver or a post-expired payment (Repayment):]

The funds are transferred to the following bank account :

TITLE OF THE ACCOUNT :

CODE IBAN :

CODE BIC :

[If the specific account doesn't exist yet:]

The funds will be transferred to the bank account mentioned in the financial identification sheet in **Annex VI**.

(In the case of instalment pre-financing, this account is obligatorily a separate bank account except derogation "Manager Contractfin&Legal" Enabel).

ARTICLE 6 – JUSTIFICATION : PLANNING, NARRATIVE AND FINANCIAL REPORTING

6.1. The reporting frequency is :

(Choose option)

Either

[the frequency of reporting is that provided for in Article 2 of the General Conditions.]

or

[Reporting shall be <monthly, quarterly or annual – depending on the risk level validated in GMT>.]

6.2. The exchange rate system to use:

(Choose option)

Either

[the system provided for in Article 2.5 of the General Conditions.]

Wel

[<Indicate the exchange rate system to be used by the partner as part of reporting only if it is not the weighted average exchange rate system>.]

6.3. The documents to be annexed to the financial report are: *<indicate here the annexes that must be attached by default to the financial report (example: Bank statement, ledger excerpt, copies of invoices, list of investments, audit report, ...)>.*

[ARTICLE 7 – ADDITIONAL SPECIAL CONDITIONS](at resume only if necessary)

[7.x- Specific modalities of controls]

If necessary, describe here the a priori controls (the purpose(s) of the control(s) and the process(ies) that will be conducted by Enabel such as ANOS on the terms of references, commitments, payments etc...

[7.y Transfer of Equipment]

Where, for a beneficiary established in the country in which the Action is implemented, it is decided that assets acquired under the grant, or some of them, should be transferred in view of the needs of intermediate and final beneficiaries, one of the following two options must be selected:

(Choose option)

Either

[The beneficiary undertakes to transfer the equipment and materials financed from the budget of the action, prior to the submission of the final report, to the intermediate or final local beneficiary organisations identified in Annex IA]

Or

[The beneficiary undertakes to transfer the equipment and materials financed from the action budget as defined in Annex IVB, prior to the submission of the final report.]

(<where, by derogation, an organisation not established in the country in which the Action is implemented is authorised to retain certain assets because they are strictly necessary for the sustainability of the Action, identify those assets precisely, preferably by reference to Annex IVC in which they are described>).

or

[By way of derogation from Article 7.2 of the General Conditions, the assets listed in Annex IVC may be retained by the Contracting Beneficiary because they are strictly necessary for the sustainability of the Action.]

[7..z derogation : Others (<specified>)]

(to add if necessary)

ARTICLE 8 – ANNEXES

The following documents are annexed to this Agreement and form an integral part thereof:

Annex I A Proposal for Action

Annex I B Budget, Financial Planning and Reporting

Annex II Reporting Format

Annex III Payment Request Model

Annex IV Model for Transfer of Ownership of Assets

[Annex IVB. Identification of recipient beneficiaries of assets] **(optional)**

[Annex IVC. Identification of assets retained by Contracting Beneficiary]

Annex V Legal Entity Sheet (private or public)

Annex VI Financial Identification Sheet

Annex VII Reasons for Exclusion

Annex VIII Procurement Principles (in the case of a beneficiary-privacy)

In the event of a conflict between the provisions of the Annexes and those of the Grant Agreement, the provisions of the Grant Agreement shall prevail.

Done at <insert place>, in <two or three> original copies, one being handed to a representative of Enabel and one to the Contracting Beneficiary.

For contracting beneficiary

For Enabel

Name

Name

Quality

Quality



Signature

Date

Signature

Date

Name

Quality

Signature

Date

ANNEX IA – ACTION PROPOSAL

<In the case of calls for proposals insert sections 1.3 to 1.4.16 of the proposal (in the case of a one stage Call for Proposals) or sections 2.1 to 2.3.16 (in the case of a two stage Call for Proposals)>

<In the case of a direct award, insert the Action proposal in full>

In all cases, must always be included in Annex 1 :

- A Logical Framework
- an operational planning
- A Detailed Budget
- financial planning

ANNEX I B - BUDGET

ANNEX II - REPORTING FORMATS <INDICATE THE IDENTIFICATION NUMBER OF THE GRANT AGREEMENT>

<Indicate here the instructions (templates) for writing (don't forget to specify for each template the possible annexes to attach)>

- the various implementation reports ('narrative and financial reports');
- of the Final Report
- other reports where applicable

If an audit has taken place, the report of that audit will be attached to the relevant financial report, specifying, where appropriate, also the measures taken or the 'action plan' developed to address the problems identified by the audit.

APPENDIX III- REQUEST FOR FUNDS MODEL <INDICATE THE IDENTIFICATION NUMBER OF THE GRANT AGREEMENT >

Request for funds <...>

Date of request for funds <...>

to the attention of
<Project Management Unit, address>

Name and address of contracting beneficiary : <complete>

Period covered by this request for funds : <complete >

Madame/Sir,

I hereby request payment of instalment [No <number>] or [the balance] under the above-mentioned Grant Agreement.

The amount requested is: <insert amount> euros.

Please find the following supporting documents in the Annex:

- *Execution report (narrative and financial reports)*
- *Audit Reports*
- *Other supporting documents Please specify here, in an exhaustive manner, all other supporting documents that must accompany each request for payment)*

In order for the request for funds to be acceptable, all requested documents will have to be appended. The payment must be made to the bank account stipulated in the Grant Agreement .

I certify on the honour that the information contained in this request for funds is complete, sincere and accurate, that the costs incurred can be considered eligible in accordance with the provisions of the Grant Agreement and that this request for funds is supported by supporting documents that may be subject to control.

Yours faithfully,

<Signature>

ANNEX IVA : ASSET PROPERTY TRANSFER MODEL**transfer ownership of assets**

Entitle of intervention
External reference of the Agreement
Entitled Call for proposals :
Name of the contracting beneficiary of the Grant Agreements :
Name of the final beneficiary of the action:

Actives	Description of article (> EUR 5,000)	Date of acquisition	Acquisition cost in EUR	Transfer Date / Comments
1.				
2.				
3.				
4.				
Etc.				

This list has been established in order to comply with Article 11 of the Grant Agreements. The ownership of each described asset has been transferred. Both the local partner and the final beneficiary agree on the content of this list¹

Done at _____ the _____.

Contracting Beneficiary / Final beneficiary of the Action
Name & FunctionName & Function

¹ A list shall be completed for each final beneficiary

Annex IVB: Identification of final beneficiaries receiving assets
(to be used only where the recipients of these assets have been predefined)

	Description of the Article	Recipient beneficiary
1.		
2.		
3.		
4.		
Etc.		

Annex IVC: Identification of assets RETAINED by the Contracting Beneficiary
By way of derogation Article 7.2 of the General Conditions)

(to be used only where the Contracting Beneficiary may retain certain assets for the purposes of the Action)

	Description of the Article
1.	
2.	
3.	
4.	
Etc.	

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 VII :Exclusive grounds

	Exclusion grounds	Explanation
1	Conviction or final judicial decision	²The counterparty or one of its directors³ has, within the past five years, been convicted by a final judicial decision of any of the following offences: 1° participation in a criminal organisation; 2° corruption; 3° fraud; 4° terrorist offences, offences linked to terrorist activities, or inciting, aiding, abetting or attempting to commit such an offence; 5° money laundering or terrorist financing; 6° child labour and other forms of trafficking in human beings; 7° employment of illegally staying third-country nationals; 8° incorporation or establishment of an offshore company.
2	Failure to pay taxes and social security contributions	The counterparty has failed to fulfil its obligations relating to the payment of taxes or social security contributions for an amount exceeding EUR 3,000, unless the counterparty can demonstrate that it holds one or more claims against a contracting authority that are certain, due and free of any commitment to third parties. The value of those claims must be at least equal to the amount of its outstanding tax or social security debts.
3	Bankruptcy, liquidation or cessation of activities	The counterparty is bankrupt, in liquidation, has ceased its activities, is undergoing judicial reorganisation, has filed for bankruptcy, is the subject of liquidation or judicial reorganisation proceedings, or is in any analogous situation arising from a similar procedure provided for under other national laws.
4	Professional misconduct affecting integrity, including: - Sexual exploitation and/or abuse - Fraud - Sexual harassment - Misrepresentation - Distortion of competition	Where Enabel can demonstrate by any appropriate means that the counterparty or one of its directors has committed grave professional misconduct that calls its integrity into question. The following, among others, are considered grave professional misconduct: a. a breach of Enabel's Policy on Sexual Exploitation and Abuse – June 2019; b. a breach of Enabel's Policy on Fraud and Corruption Risk Management – June 2019; c. a breach of a regulatory provision of the applicable local legislation on sexual harassment at work; d. the counterparty has been guilty of serious misrepresentation or has submitted false documents when providing the information required to verify the absence of exclusion grounds or compliance with the selection criteria, or has concealed such information; e. Enabel has sufficiently plausible evidence to conclude that the counterparty has entered into acts, agreements or arrangements intended to distort competition. The counterparty's inclusion on Enabel's exclusion list on the basis of such an act, agreement or arrangement is considered sufficiently plausible evidence.
5	Conflict of interest	A conflict of interest is traditionally understood as a situation in which a person engaged in a professional activity finds themselves, or places themselves, in circumstances that may cast doubt on the motives underlying their decisions, their impartiality, their objectivity or their independence.

		A personal conflict of interest arises where a staff member has personal interests that could influence, or appear to influence, the manner in which they perform their duties and responsibilities. The concept of personal interests must be interpreted broadly. Such interests may be direct or indirect, financial or non-financial, and may concern the staff member themselves, their relatives, or persons or organisations with which the staff member has, has had or intends to establish business or professional relations. The following are some examples of situations that may give rise to a risk of conflict of interest: ▪ a staff member of the counterparty has personal or family ties with an Enabel staff member involved in the award procedure; ▪ an Enabel staff member privately holds a position on the counterparty's administrative, executive or management bodies and is responsible for evaluating the tenders; ▪ a former Enabel staff member has been employed by the counterparty for less than two years; ▪ the entity, or one of its employees or directors, has itself drawn up or has been involved in any way in preparing the specifications, terms of reference or other documents used in the procedure for awarding a grant or public contract; This conflict-of-interest situation may constitute grounds for exclusion where the conflict of interest cannot be effectively remedied by other, less intrusive measures. • Further information and examples are available on the Integrity Office intranet page: Conflict of interest
6	Significant or persistent deficiencies in contract performance	Significant or persistent deficiencies on the part of the counterparty have been identified in the performance of an essential obligation under a previous contract or a previous contract concluded with another public authority, and those deficiencies have led to ex officio measures, damages or another comparable sanction. 'Significant deficiencies' include failure to comply with applicable obligations under environmental, social and labour law established by national law, collective agreements or international provisions on environmental, social and labour law. The counterparty's inclusion on Enabel's exclusion list on the basis of such a deficiency is considered evidence of that finding.
7	Financial sanctions	Restrictive measures have been imposed on the counterparty with the aim of bringing an end to violations of international peace and security, such as terrorism, human rights violations, destabilisation of sovereign States and the proliferation of weapons of mass destruction. The counterparty or one of its directors appears on a list of persons, groups or entities subject to financial sanctions imposed by the United Nations, the European Union or Belgium.
8	Other grounds for exclusion	Where Enabel implements a project on behalf of another funder or donor, additional grounds for exclusion may apply.

ANNEX VIII :Public procurement principles (in the case of a private contracting-beneficiary)

I. Scope

This Annex applies to any supply, works, service or consultancy contract concluded by the Contracting Beneficiary or, where applicable, a Co-beneficiary in connection with implementation of the financed Action, where the cost of the contract is charged in whole or in part to the grant awarded. It also applies, mutatis mutandis, to contracts concluded by partners, subcontractors, co-applicants or other entities involved in implementation of the Action where they incur expenditure eligible for financing.

This Annex shall apply without prejudice to the stricter rules provided for in the financing agreement, the Special Conditions, the program documents or any mandatory provision of the applicable law. Where the contracting beneficiary voluntarily applies the procedures laid down by Belgian legislation on public procurement contracts, those procedures shall be deemed to meet the requirements of this Annex provided that they are properly followed.

II. General principles

When the implementation of an action requires the award of contracts by the Contracting Beneficiary(ies), the latter (these) shall allocate the contract to the most economically advantageous tender, understood as the offer having the best quality/price ratio, or, where the consultation documents so provide, to the offer at the lowest price.

Contracts must be prepared, launched, analysed and awarded in accordance with the principles of transparency, equal treatment, non-discrimination, proportionality and no conflict of interest.

Where the contracting beneficiary does not resort to an open procedure, it justifies the choice of economic operators invited to tender and shall ensure a sufficient level of competition.

The contracting beneficiary evaluates the offers received according to objective criteria, which make it possible to measure the quality of offers and which take into account the price (the highest score is awarded to the cheapest offer for the price criterion).

III. Thresholds and competitive procedures

3.1 Contracts of more than EUR 500 and less than or equal to EUR 30,000

For procurement contracts with an estimated value of more than EUR 500 and less than or equal to EUR 30,000 (excluding VAT), Contracting Beneficiary shall ensure an appropriate level of competition proportionate to the subject matter of the contract.

It must consult several economic operators, request offers or carry out a market analysis on the basis of publicly available information, including by electronic means. A minimum of three price requests will have to be requested.

The purchase decision shall be documented in a report or a justification note containing at least the elements giving rise to the choice of the supplier, the justification of the competition implemented or, where appropriate, the reasons for the lack of competition.

3.2 Contracts of more than EUR 30,000

For procurement contracts with an estimated value exceeding EUR 30,000 excluding VAT, the Contracting Beneficiary shall conduct a competitive procedure suited to the nature, complexity and value of the contract.

Depending on the circumstances, this competition may take the form:

- (a) an open procedure , allowing any interested economic operator to submit a tender;
- (b) a **restricted procedure**, in which only previously selected candidates are invited to submit an offer;

(c) a **negotiated procedure**, in which Contracting Beneficiary may negotiate with one or more bidders, provided that the basic conditions of the consultation are not modified during the process.

The procedure shall include, as appropriate, the publication or dissemination of a competitive tender, the receipt of tenders, their evaluation on the basis of previously defined criteria and the award of the contract to the most economically advantageous tender.

Contracting Beneficiary shall ensure that economic operators are given sufficient time to prepare and submit their offer and retains all the documents to demonstrate the regularity and traceability of the procedure.

IV. Documentation and transparency

Contracting Beneficiary maintains a complete and appropriate record for each contract. This dossier shall include at least the justification of the need, the justification for the choice of the procedure, the list of operators consulted, the evidence of publicity where applicable, the tenders received, the analysis report, the award decision, the notification to the holder and, where appropriate, the elements relating to the management of conflicts of interest.

Where the procedure is not open, the file must also contain documents justifying the choice of tenderers invited to submit a tender. All documents must be retained in a manner that permits ex ante or ex post verification by the donor or any mandated auditor.