



**KINGDOM OF BELGIUM**

Minister of Development Cooperation  
and Major Cities Policy

your communication of your reference

our reference

date

D2.5/HJ/DEV.01/2021/15174/1

to be quoted in all correspondence

## **FINANCIAL CONTRIBUTION AGREEMENT**

In execution of the decision taken by the Belgian Government, the following agreement is signed between:

**The Donor:** The Federal Government of Belgium, represented by the Minister of Development Cooperation, Rue des Petits Carmes 15, PO Box 1000 Brussels, Belgium

And

**The Beneficiary:** Avocats Sans Frontières (ASF)  
Chantal van Cutsem – Exécutive Director  
Avenue de la Chasse 140  
1040 Etterbeek  
Belgium

### **Article 1**

**1.1.** The donor provides the beneficiary with a grant of 250.000 EUR for the project «Protecting Civic Space: A Public Interest Litigation Approach ».

**1.2.** The project duration is 24 months, starting 01/12/2021 and ending 01/12/2023. The beneficiary will notify the donor when the project implementation covered by this grant has started on a later date.

A no cost extension or a change within the program can be allowed by the donor, provided that a reasonable motivation is given and that the overall objective is maintained. The request and the approval will be produced via an exchange of letters. The letter and the answer will constitute an additional clause to this agreement.

### **1.3. The project consists of the following activities:**

The project articulates several of the call for proposals' specific objectives. The project relies on the strengthening of capacities of effective, democratically functioning, accountable and sustainable local civil society organizations and the strengthening of regional cooperation and



networking between local civil society organizations as a strategy to promote opportunities for open dialogue between governments and civil society.

General objective: Contribute to a Rule of Law compliant and Human-rights based approach to Eastern Africa's socio economic development through regional cooperation and networking between local civil societies organizations.

Specific objective: CSOs influence decision makers and stakeholders to foster the realization of human rights and Rule of Law

Further information on the project is provided in the attached project proposal, detailed budget breakdown and result indicators, which form an integral part of this agreement.

## **Article 2**

**2.1.** The grant shall be used within the limits of the following estimated budget: 250.000 EUR.

## **Article 3**

**3.1.** The contribution will be transferred in 2 installments to the following account: BE52 7320 2142 3109. The first installment of 150.000 EUR will be paid after the receipt of the request for payment. The second installment of a maximum of 100.000 EUR will be paid after the receipt of narrative and financial reports covering the budget spent and proving that at least 70% of the previous installment has effectively been spent, and the request for payment.

**3.2.** An **original statement of money owed on an organisation stationery with official header duly dated and signed** must be produced by the beneficiary, with reference to this agreement and stating the bank details mentioned in article 3.1., which can be formulated as follows:

**"STATEMENT OF MONEY OWED:**

*The undersigned [xxx], who represents Avocats Sans Frontières (ASF) declares that the Belgian State owes the aforementioned association the amount of 250.000 euro, as the subsidy granted for the implementation of the project « Protecting Civic Space: A Public Interest Litigation Approach » This amount can be paid into account BE52 7320 2142 3109. (SWIFT: CREGBEBBXXX) of the bank CBC BANQUE S.A. BRUXELLES".*

**3.3.** A final narrative and financial report (including expenditure of final installment) has to be produced by the beneficiary within 3 months after the end of the implementation of the granted project. Once approved by the donor, the project will be definitely closed.

## **Article 4**

**4.1.** The financial report consists of a certified financial statement regarding the (un)spent balances, and a list of the costs and expenses already taken place. The donor is entitled to ask for additional elements.

**4.2.** The accounts and original receipts and invoices will be kept available during at least seven years after the end of this project. Certified copies (on digital supports as CD-Rom or USB sticks) have to be delivered to the donor for control purposes.

**4.3.** During the period of this agreement, the beneficiary will allow representatives of the donor to verify and assess the implementation of the project including the accounts and original receipts and invoices at the beneficiary's office, provided that reasonable advance notice is given.



5

4.4. The donor can also undertake or ask the beneficiary to undertake an external evaluation and/or an external audit to assess the program.

#### **Article 5**

5.1. Unspent parts of the grant will be reported and must be reimbursed to the Belgian government on the account mentioned in the established entitlements.

#### **Article 6**

6.1. If there is any doubt about the interpretation of this agreement, the beneficiary will consult the donor. Each decision will be subject to an exchange of letters.

6.2. Legal conflicts regarding this agreement are subject to the jurisdiction of the Belgian Courts.

#### **Article 7**

7.1 The Donor and the beneficiary have a zero tolerance for inaction approach to tackling sexual exploitation and abuse ("SEA")<sup>1</sup> and sexual harassment (SH)<sup>2</sup>. This means the beneficiary and its implementing partners will take all reasonable steps to prevent SEA or SH by both its employees and any implementing partner and respond appropriately when reports of SEA or SH arise, in accordance with their regulations, rules, policies and procedures.

7.2 The donor and the beneficiary agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, the beneficiary shall maintain standards of conduct to govern the performance of its staff, including of corrupt practices in connection with the award and administration of contracts, grants, or other benefits, in accordance with their regulations, rules, policies and procedures. Where appropriate and in line with its financial regulations, rules and procedures, the beneficiary will provide as soon as possible information and corrective measures to the Donor relating to any instances of credible allegation of fraud or corruption with regards to the contribution.

#### **Article 8**

8.1. All correspondence between the donor and the beneficiary will pass to the following donor agency directly.

The Directorate General for Development Cooperation & Humanitarian Aid – D2.5  
Federal Public Service of Foreign Affairs, Foreign Trade and Development Cooperation  
Rue des Petits Carmes 15  
1000 Brussels  
Belgium

#### **Article 9**

9.1. The visibility of Belgian development cooperation will be ensured through the inclusion on all written and audiovisual promotional documents (website, invitations, brochures, etc.) of the following indications, in proportion to the importance of the subsidy:

<sup>1</sup> See UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse.

<sup>2</sup> See the UN System Model Policy on Sexual Harassment and the UN Secretary-General's Bulletin ST/SGB/2019/8 for the uniform definition of sexual harassment in the UN System.



- 1° With the support of Belgian Development Cooperation - DGD, Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation" accompanied by the official logo and the website address of Belgian Development Cooperation;  
2° In case of lack of space, the official logo of the Belgian Development Cooperation.

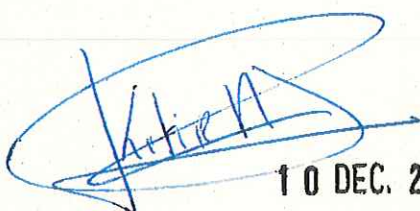
**Article 10**

**10.1.** The present Agreement will be put into application on the date of its official notification by the donor.

Done in duplicate on \_\_\_\_\_,

On behalf of the donor

On behalf of the beneficiary



10 DEC. 2021

Meryame Kitir,  
Minister of Development Cooperation  
and Major Cities Policy,



14/12/2021

Name  
Position  
Organization

Charbel van Cutsem  
Executive Director  
Avocats Sans Frontières

Enclosures:  
Project proposal

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