



KINGDOM OF BELGIUM

Minister of Development Cooperation
and Major Cities Policy

Marie RICARDO
Strategic Director
Federatie COC Nederland
Nieuwe Herengracht 49
1011RN Amsterdam
THE NETHERLANDS

your communication of **your reference**

our reference

date

D2.5/HJ/DEV.01/2021/15321/1

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: **Federatie COC Nederland (COC)**
Marie Ricardo – Strategic Director
Nieuwe Herengracht 49
1011 RN Amsterdam
The Netherlands

Article 1

1.1. The donor provides the beneficiary with a grant of 250.000 EUR for the project « Nafasi Tanzania ».

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 overall objective of this project is "Ensuring LGBTI people are not left behind through strengthening of LGBTI communities to claim back civic space, using a grassroots, community based and constructive local alliance building approach".

This also means striving towards equality for all regardless of their SOGIESC, equal protection under the (domestic and international) laws for LGBTI individuals, and (public) services that are both adequate and accessible for LGBTI persons. Societal norms and values would be inclusive and recognize a diversity of SOGIESC.

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: NL84ABNA0518861457. 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 stationary 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 Federatie COC Nederland (COC) 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 « Nafasi Tanzania ». This amount can be paid into account NL84ABNA0518861457 (SWIFT: ABNANL2A) of the bank ABN AMRO Amsterdam".

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.

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")¹ and sexual harassment (SH)². 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

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

² 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.



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:

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



07 DEC. 2021

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



Name Marie Ricardo
Position Strategic Director (E.D.)
Organization COC Nederland

Enclosure:
Project proposal

