



KINGDOM OF BELGIUM
Federal Public Service
**Foreign Affairs,
Foreign Trade and
Development Cooperation**

our reference
D2.5/HJ/2020/MUL.09.02.04/

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: International Service for Human Rights Defenders in Africa
Mr. Phil A. Lynch, Executive Director, Rue Varembe 1, 1202 Genève, Switzerland

Article 1

- 1.1. The donor provides the beneficiary with a grant of 232.800 EUR for the project "Enhancing the recognition and protection of Human Rights Defenders in Africa".
- 1.2. The project duration is 12 months, starting the 1st of November 2020 and ending the 1st of November 2021. 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:

General objective: Enhancing the recognition and protection of human rights defenders in Africa

Specific objectives:

1. *Strengthen the protection and recognition of human rights defenders at a national level*
2. *Support civil society in Africa facing hardship due to Covid-19 restrictive measures*

Further information on the project is provided in the attached project proposal and detailed budget, 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: 232.800 EUR (two hundred thirty-two thousand eight hundred) EUR.

Article 3

- 3.1. The contribution will be transferred in two installments to the following account: IBAN CH39 0027 9279 HU16 2418 3, with the reference for payment: BE contribution to ISHR/2020. The first installment of 200.000 EUR will be paid after the receipt of the request for payment. The second installment of 32.800 EUR will be paid after the receipt of a final report (narrative and financial reports covering the total budget spent).

- 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 association ISHR, declares that the Belgian State owes the aforementioned association the amount of xxx, as the subsidy granted for the implementation of the project Enhancing the recognition and protection of Human Rights defenders in Africa. This amount can be paid into account nr. 279-HU162418,3 (IBAN CH39 0027 9279 HU16 2418 3 SWIFT UBSWCHZH80A of the bank UBS SA, Vermont Nations Chemin Louis Dunant 17bis, 1202 Genève)

- 3.3. A final narrative and financial report (including expenditure of the first installment) has to be produced by the beneficiary. 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 five 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. All correspondence between the donor and the beneficiary will pass to the following donor agency directly, systematically using the reference number D2.5/HJ/2020/MUL.09.02.04/.

The Directorate General for Development Cooperation & Humanitarian Aid

Federal Public Service of Foreign Affairs, Foreign Trade and Development Cooperation

Rue des Petits Carmes 15

1000 Brussels

Belgium

OR

Permanent Representation of Belgium to the United Nations in Geneva

58 Rue de Moillebeau (6e), CH-1209 Genève - Switzerland

Article 8

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

Done in duplicate in Brussels on _____,

On behalf of the donor

On behalf of the beneficiary

Meryame Kitir,
Minister of Development Cooperation

Phil A. Lynch
Executive Director ISHR

