



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

DGeo.5 East and Southern Africa  
Geographical directorate (DGD)

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your communication of	your reference	our reference	date
15/09/2023	Civic Space Initiative 2023	DGEO.6/HH/DEV.11.02.03.02/2023/6537/6	

To be quoted in all correspondence

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## CONVENTION

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  
Represented by Chantal Van Cutsem, Executive Director  
140, Avenue de la Chasse, 1040 Etterbeek, Belgium**

## ARTICLE 1: GENERAL INFO

- 1.1. The donor provides the beneficiary with a grant of 813.000 EUR for the project « Empowering Civil Society and Enhancing Civic Space through Regional Networks ».
- 1.2. The project duration is 36 months, starting 01/12/2023 and ending 30/11/2026.

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: Contribute towards the respect and realization of civil liberties, human rights and the rule of law in East Africa through an empowered civil society.*

*Specific objectives: Empower civil society to actively participate and influence the shaping of norms and policies critical to promote a conducive and enabling environment for human rights and the 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: PAYMENT CONDITIONS

- 2.1. **An original statement of money owed on an organization stationery with official header duly dated and signed (the request for payment) must be produced by the beneficiary, with reference to this agreement and stating the bank details mentioned in article 2.2., which can be formulated as follows:**

**"STATEMENT OF MONEY OWED:**

*The undersigned Chantal Van Cutsem, who represents Avocats Sans Frontières declares that the Belgian State owes the aforementioned association the amount of 813.000 EUR, as the subsidy granted for the implementation of the project « Empowering Civil Society and Enhancing Civic Space through Regional Networks ». This amount can be paid into account BE52 7320 2142 3109 of the bank CBC Bank".*

- 2.2. The contribution will be transferred in 3 installments to the following account: BE52 7320 2142 3109. The first installment of 325.200 EUR will be paid after the receipt of the request for payment. The second installment of a maximum of 406.500 EUR will be paid after the receipt of narrative and financial intermediate reports covering the budget spent and proving that at least 75% of the previous installment has effectively been spent. A final installment of a maximum of 81.300 EUR will be paid after the receipt of complete narrative and financial final reports covering the budget spent, a list of the costs and expenses already taken place, according to the results and divisions of the budget, an external financial audit, and the request for payment. If the final report cannot provide statements of spending of 75% of the



operational costs of the project, the structural costs (fixed at 7% of direct costs forfait), will be adapted to 7% of the exact expenditure of the direct costs (sum of operational costs and management costs).

- 2.3. The grant shall be used within the limits of the following estimated budget: 813.000 EUR.

If the implementation of the project requires the beneficiary may transfer a maximum of 15% of the total grant between the general budget lines without submitting a request to the Donor. A modification exceeding 15% of the total grant must be approved by the corresponding Directorate within the administration in accordance with the ministerial decree of 30 April 2019 on the delegation of powers in financial matters within the Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation, which takes a decision within 60 days of the request. In the absence of a reply within that period, the adjustment shall be deemed to have been accepted. The Beneficiary must submit a written request for a budgetary modification justifying, in detail, the reasons for this request. Budget adjustments can be requested at any time, up to 120 days before the end of the program.

### ARTICLE 3: JUSTIFICATION, REPORTING AND REFUNDING

- 3.1. Maximum 3 months after the launch of the project, the Beneficiary will submit a Baseline that meets the quality criteria allowing a final measurable evaluation.
- 3.2. The Beneficiary will submit a short intermediate narrative report of the activities and a short intermediate financial report, to the Donor at least once a year to inform the Donor of the progress of the project. More information about the costs that are subsidisable and a list of non-subsidisable costs are included in annex 1 to this convention.
- 3.3. The Beneficiary will submit a final narrative report and an externally audited final financial report, (including expenditure of final installment) within 6 months after the end of the implementation of the granted project. After the approval by the department Budget and Management control of the Federal Public Service Foreign Affairs, Foreign Trade and Development cooperation, the project will be definitely closed.
- 3.4. 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.
- 3.5. The beneficiary shall undertake a final external evaluation to assess the program and hand it in at the final report.
- 3.6. For financial control purposes, the accounts and receipts and invoices will be kept available for at least seven years after the end of this project. 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, receipts, and invoices.
- 3.7. In case the grant is not fully used, the beneficiary is required to inform the DGD of the amount of the grant that is unspent within 30 days of the end of the operation. 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 4 OWNERSHIP OF EQUIPMENT

- 4.1. Ownership of equipment, materials or other property financed from the contribution may be transferred to the local partner based on a written agreement with and acknowledgement of receipt by the local partner.

#### ARTICLE 5: SEA, SH AND CORRUPTION

- 5.1. 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.
- 5.2. 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 6: DISPUTE PROCEDURES

- 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: CORRESPONDENCE

- 7.1. All correspondence between the donor and the beneficiary will pass to the following donor agency via the embassy of Belgium, responsible for the place of the operation.
- 7.2. If necessary or not possible through the Embassy, correspondence may be directed at  
The Directorate General for Development Cooperation & Humanitarian Aid – D2.5 or DGEO  
Federal Public Service of Foreign Affairs, Foreign Trade and Development Cooperation  
Rue des Petits Carmes 15  
1000 Brussels  
Belgium

<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.

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## ARTICLE 8: VISIBILITY AND INTERPRETATION

8.1. The visibility of Belgian development cooperation will be ensured according to the context. The requirements will be discussed in advance taking into account the local context. This may be 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.

The recognized organization mentions the Belgian State as donor or co-donor in public communications and in relations with local authorities by using the following formula: *"(Established) with the support of the Belgian Development Cooperation"*.

In documents of actions where opinions are set forth or conveyed (programs and invitations to debates, books, magazines, pedagogical tools, etc.), the formula in paragraph 1 shall be followed by the following formula: *"The opinions set forth by our organization do not necessarily reflect those of the Belgian State and in no way bind the latter."*

## ARTICLE 9: SIGNATURE

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

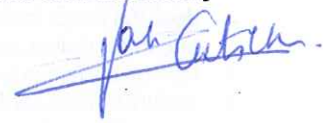
Done in duplicate on 4 december 2023.

On behalf of the donor



Caroline Gennez  
Minister of Development Cooperation and  
Major Cities Policy

On behalf of the beneficiary



Chantal Van Cutsem  
Executive Director  
Avocats Sans Frontières

Enclosures:  
Project proposal



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## ANNEX 1 TO THE CONVENTION

**Management costs** are defined as: "the stand-alone costs related to the management, supervision, coordination, monitoring, control, evaluation, or financial audit that are specifically generated by the implementation of the development cooperation intervention or accountability of the grant. Management costs are not fixed and must be justified. The subsidy for management costs is a maximum of 10% of the total direct costs. Direct costs are operational and management costs, both related to the specific objective of the financed project.

**Structural costs** are costs associated with achieving the social objective of the subsidized organization which, although influenced by the implementation of the development cooperation intervention, are not separable and cannot be charged to the budget for this intervention. The budget for structural costs represents a fixed percentage of 7%. The subsidy for structural costs is not adjusted to the direct costs incurred, provided that at least 75% of the project operational costs is spent.

An expense may be charged to the grant as a **direct cost** if and only if it meets all the following cumulative conditions:

- ✓ It is documented by a voucher, is identifiable, and verifiable.
- ✓ It is necessary to achieve the outcomes or management of the program and is incurred in accordance with the approved budget and program during the period of program implementation;
- ✓ It complies with applicable tax, social and procurement regulations, and the internal rules of the grantee organization;
- ✓ It is not subject to any other funding;
- ✓ it is undertaken in accordance with a partnership agreement, a memorandum of understanding or a collaboration agreement when it is not carried out by the organization to which the grant has been awarded
- ✓ It is not a non-subsidisable cost from the following list of non-subsidisable costs, unless all three of the following conditions are met:
  - The expenditure or cost is necessary to achieve the outcomes or to manage the program;
  - It is demonstrated that there is no intent to defraud;
  - the expenditure or the nature of the costs has been explicitly agreed upon in the grant decree or has been the subject of a prior favorable decision by the Director General of the Directorate General for Development Cooperation, for which a favorable opinion has been obtained from the Inspection des Finances.

### **List of non-subsidisable costs:**

The eligible costs listed below are not eligible for subsidy:

1. accounting entries that do not result in a disbursement unless they result from a legal obligation due to the project;
2. provisions for liabilities and charges, losses, debts or possible future debts;
3. debit debts and interest, unless such interest is the direct consequence of a delay in the payment of a statement of claim;
4. doubtful debts, including actual or estimated losses resulting from irrecoverable amounts receivable and other claims, and legal costs associated with their recovery;
5. foreign exchange losses;
6. credits to third parties;
7. guarantees and sureties;
8. costs already covered by another grant;
9. invoices issued by other organizations for products and services already funded;
10. subcontracting or consultancy contracts for essential project tasks that are part of the grantee's core business;
11. subcontracting through service or consultancy contracts to staff members, board members or general assembly members of the subsidized organization;
12. subletting of any kind to oneself;
13. purchases of land and buildings;

14. Costs related to compensation for losses arising from the organization's civil liability;
15. termination payments for the period of notice not given, unless required by law;
16. expatriation-related expenses (moving expenses, installation allowance, airfare for spouse and dependents) for contracts of less than 12 months;
17. the purchase of alcoholic beverages, tobacco and their derivatives;
18. directors' fees;
19. depreciation;
20. Housing allowances for the owners of their homes.

