



COMMISSION DE
L'OCEAN INDIEN



COMMISSION DE
L'OCEAN INDIEN

TAFÀ

Study grant



(c) Catmouise James

GUIDELINES
for applicants to the "Tafà, Study grant"

Contracting Authority:
Indian Ocean Commission

AFD Financing Agreement:
CZZ2656 01 G and CZZ2656 02 H and its Amendment n°1

Project Title:
Regional project for the development of the Cultural and Creative Industries (CCI) in the Indianoceanie

Reference:
COI/ICC/AAP/2024/041

Launch Date: 12th June 2024
Submission Deadline: 12th July 2024



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REMARQUE

This is an open call for proposals. All documents must be submitted at the same time. After the eligibility and evaluation of the complete applications, shortlisted applicants will be verified on the basis of the supporting documents requested by the Contracting Authority and the signed "Applicant Declaration", sent together with the complete application.

Table of Contents

BACKGROUND	5
1. OBJECTIVES OF GRANT PROGRAMMES	7
2. AMOUNT OF THE FINANCIAL PACKAGE GRANTED BY THE CONTRACTING AUTHORITY 7	
3. RULES APPLICABLE TO TAFÀ	8
3.1. General Eligibility Criteria	8
3.1.1. Applicant Eligibility	8
3.1.2. Eligible actions.....	8
3.1.3. Cost eligibility.....	9
3.2. APPLICATION SUBMISSION AND PROCEDURES TO BE FOLLOWED	12
3.2.1. Applications.....	12
3.2.2. When and how to send the applications?	12
3.2.3. Other information about the applications	12
3.3. EVALUATION AND SELECTION OF APPLICATIONS	14
Step 1: Opening, administrative verification	14
Step 2: Evaluation of the complete application by the members of the jury.....	14
Step 3: Validation by the Chargée de mission	15
Step 4: Publication of the results	15
4. CONTRACTING	15
4.1. Changes allowed	16
5. CONDITIONS FOR IMPLEMENTATION AFTER THE DECISION OF THE CONTRACTING AUTHORITY TO AWARD A GRANT	17
Annex A- Declaration of integrity :	19
Annex B : Projet de contrat	24

Regional project for the development of the Cultural and Creative Industries (CCI) in the Indianoceanie

BACKGROUND

The Indian Ocean Commission (IOC) is an intergovernmental organisation that brings together five Member States: The Union of the Comoros, France under Reunion, Madagascar, Mauritius and Seychelles. As the only regional organisation in Africa entirely made up of islands, it promotes the specificities of its Member States on the continental and international scenes.

With the active support of a dozen international partners, including the French Development Agency (AFD), the IOC embodies regional solidarity through cooperation projects covering a wide range of sectors: sustainable management of natural environments and resources, public health, maritime safety, culture, etc. This experience accumulated over the course of the projects has now made the IOC a leading player in the regional diplomatic landscape participating in the achievement of the Sustainable Development Goals. For nearly 40 years, the IOC has led the collective action of a region, Indianoceania, vulnerable by nature and ambitious by choice.

The French Development Agency (AFD) implements the French policy on development and international solidarity. Through its activities of financing the public sector and NGOs, its research (Editions AFD), training on sustainable development (Campus AFD) and awareness-raising work and publications in France, the Agency finances, supports and accelerates the transitions to a fairer and a more resilient world.

www.afd.fr

In February 2022, IOC and AFD signed a financing agreement amounting to EUR 5.1 million over five years for implementing the regional cultural and creative industries (CCI) development project in Indianoceania. The project beneficiaries include the IOC Member States as well as Mozambique. La Reunion, which is not a direct beneficiary of the project, is part of its project intervention prism.

By targeting cultural actors and creative sectors, the project will also contribute to the revitalisation of CCIs that are likely to act as important levers of socio-economic development, both at the local and regional levels.

Since the adoption of this cultural strategy, the IOC decision-making bodies have reasserted the interest in this sector, encouraging the General Secretariat to seek from development partners the means to implement regional action.

Taking into account the double leverage the cultural sector plays, the IOC General Secretariat, with the AFD support, has set up this regional project which aims to "Build more inclusive human societies through the stimulation of the regional cultural sector" and is divided into 25 activities clustered into 4 components corresponding to the project specific objectives, namely:

1. Strengthening cultural infrastructures to provide territories with adequate spaces and **harnessing a rich and meaningful heritage** for the populations;
2. **Fostering the cultural ecosystem** to create wealth and promote equal access to culture;
3. **Building the skills** of cultural actors through quality training that can permeate the cultural ecosystem
4. **Supporting the sector governance** in order to ensure a favourable framework for developing CCIs and to improve the employment quality.

This project, classified as DAC2 in the OECD criteria, contributes to valuing diversity and will seek to reduce gender inequalities based on gender stereotypes and socio-economic imbalances between women and men.

Therefore, all project interventions must include **specific attention to gender issues** in order to ensure that this project contributes to strengthening gender equality.

Also, in order to ensure that this project contributes to strengthening gender equality, a gender sectoral diagnosis was conducted from October to December 2022. This diagnosis made it possible to develop a gender action plan (GAP) around three priority objectives:

1. Strengthening women's representation and inclusion in CCIs
2. Addressing Gender-Based Violence (GBV) in CCIs
3. Promoting women's economic empowerment in CCIs

1. OBJECTIVES OF GRANT PROGRAMMES

To promote the development of cultural and creative industries, the IOC through its ICC project, is setting up different grants open to existing operators and initiatives in the region.

The ICC project aims to support inter-island exchanges and collaborations but also to promote access to regional markets, while strengthening the ICC value chain. Priority will be given to projects that have an impact on equality by promoting the full participation and inclusion of women.

Within the framework of the ICC project and in accordance with its specific objective 3 "*To ensure the reinforcement of the skills of cultural players through quality training capable of irrigating the cultural eco-system*", the project implements the following activity 3.4: "Study grants" and to this end launches a call for applications (CFA) for the award of a «**Tafà Study Grant**».

The objectives of this grant are:

1. **Professionalise cultural players** in the CCI value chain: creation, production, distribution and access in order to strengthen CCIs at national and regional level
2. **Develop the academic offer** by consolidating the teaching staff in the countries and encourage regional training.

As the ICC project aims for structural change for gender equality in culture, priority will be given to projects that have an impact on equality by promoting the full participation and inclusion of women.

2. AMOUNT OF THE FINANCIAL PACKAGE GRANTED BY THE CONTRACTING AUTHORITY

The indicative total amount made available under this call for application is fifty-six thousand euros (EUR 56,000). The contracting authority reserves itself the right not to allocate all the funds available.

Amount of grants

Any grant requested under this call for proposals must not exceed **EUR 8,000**.

The balance (i.e. the difference between the total cost of the activity and the amount requested from the contracting authority) must be financed from sources other than the IOC budget (own funds, other external financing sources).

3. RULES APPLICABLE TO TAFÀ

These guidelines set out the rules for submitting, selecting and implementing actions funded under the grants awarded by the IOC under the ICC project.

3.1. GENERAL ELIGIBILITY CRITERIA

There are three sets of eligibility criteria, which concern respectively:

(1) The actors:

- The **applicant**, i.e. the organisation or individual who submits the application form and who will sign the grant award contract with the IOC and will be responsible for managing the granted funds (section 3.1.1)

(2) Actions:

actions eligible for a grant (section 3.1.2);

(3) The costs:

- the types of costs that can be taken into account in the calculation of the grant amount (section 3.1.3).

3.1.1. Applicant Eligibility

Applicant

To qualify for this grant, the applicant must:

- Be an individual¹ from one of the ICC project beneficiary countries: **Comoros Union, Madagascar, Mauritius, Seychelles and Mozambique;**
- Be a direct beneficiary, not acting as an intermediary;
- Abide by the rules of compliance defined by the IOC and AFD in the Declaration of Integrity, not subject to any restriction or penalty from technical and financial partners at national or international level.

(2) Potential applicants in one of the situations described in Article 2 of the Declaration of Integrity in Annex A may not participate in calls for applications or be beneficiaries of a grant.

3.1.2. Eligible actions: which actions can an application be submitted for?

Duration

The duration of the training may not be less than 1 month nor exceed 12 months.

The training must mandatorily take place during the 2024-2025 academic year.

Geographical reach

This grant is open to all training courses leading to certification, with no geographical restrictions.

However, priority will be given to courses available in one of the following countries: **Comoros Union, Madagascar, Mauritius, Seychelles, Réunion/France.**

¹ Applicants on the lists of persons, groups and entities subject to IOC restrictive measures (relating to the interruption or reduction, in whole or in part, of the IOC's economic and financial relations with one or more third countries, where such restrictive measures are necessary for the achievement of the common protection and security objectives) at the time of the award decision cannot be awarded a grant

Types of activities

The following activities are eligible for this grant:

- **Short courses:** technical or vocational training leading to certification recognised at national, regional or international level, in a well-defined subject area and over a period not exceeding 6 months.
- **Academic training:** course leading to a Master's or PhD, lasting more than 6 months;
- **Inter-university exchanges:** capacity-building programme for faculty with a view to providing a diversified academic offer in the cultural and artistic field.

Activities can be organised in-person or hybrid (in-person and online) and must have a **regional scope**.

Under this grant, and in line with the objective **of promoting gender equality**, priority will be given to activities including:

- Short-cycle training aimed at fighting discrimination and gendered roles in CCI professions;
- Academic training to promote women's access to positions of responsibility in the CCI sector;

The following activities **are not eligible**:

- Participation in non-certified training;
- Participation in a diploma course that has no appeal or impact on the CCI sector in the Indian Ocean region.

Visibility

Each beneficiary must ensure the visibility of the "Tafà" study grant, in accordance with the **communication guide** provided by the IOC, by using the logos of the IOC, its ICC project and the AFD. When communicating about the activities financed by the grant towards the project, they should mention *"This activity is supported by the Indian Ocean Commission as part of the regional project for the development of cultural and creative industries in the Indian Ocean region, funded by AFD"*.

As far as possible, actions should include information and communication activities designed to raise awareness among specific or general audiences of the rationale for these actions and IOC and AFD support for such actions in the country or region concerned, as well as the results and impact of this support.

Number of applications and grants per applicant

- Applicants may not submit more than one application under the same grant cycle ;
- Applicants with a current grant towards, with IOC, which no justification has been provided and which has not been closed may not submit a new application.

3.1.3. Cost eligibility: what costs can be considered?

Only **the following eligible costs** may be covered by this grant:

- Travel expenses
- Registration fees
- Living cost
- Tuition fees
- Visa fee
- Family assistance

The following costs **are not eligible**:

- Recurring expenses of beneficiaries (monthly rent, electricity and water bill);
- debts and debt charges (interest);
- Provisions for losses or potential future liabilities;
- Costs declared by the beneficiary (ies) and financed by another action or work programme benefiting from an IOC grant;
- Purchases of technical materials and equipment;
- Infrastructure construction and rehabilitation;
- Exchange rate losses
- Loans to third parties.

Terms of payments

The schedule of payments is as follows:

Type of activity	Conditions of payment
Short courses	- 60% upon signing the contract - 40% after submission of the final report, within three months of the last day of training.
Academic training	- 30% on signing the contract - 30% at the end of the first semester - 30% at the end of the second semester - 10% after submission of the final report and/or dissertation, within three months of the last day of the course.
Inter-university exchanges	- 60% upon signing the contract - 40% after submission of the final report, within three months of the last day of the course.

The reimbursement of eligible costs is made on the costs actually incurred and disbursed by the beneficiary (ies) and subject to the validation of the following requested supporting documents:

Eligible Costs	Supporting documents
Travel expenses	Air transport: Flight ticket + invoice + boarding pass Land, rail and sea transport: ticket + invoice <i>All invoices for the purchase of tickets must clearly state the traveler's name, destination, date, and cost of travel.</i>
Registration fees	Certificate of enrolment stating the purpose and duration of the course Invoice and receipt for registration fees from the institution providing the training
Living Expenses	Remittance acknowledgement for funds issued by the bank Payment receipt/statement duly signed by the beneficiary
Tuition fees	Invoice and receipt for payment of tuition fees from the institution providing the course Copy of certificate and/or diploma received Training report and/or copy of final dissertation
Visa fee	Receipt of visa payment, copy of visa received or response to application
Family assistance	Family record book or birth certificate

Supporting documents must be submitted electronically. The beneficiary undertakes not to relinquish the original copies for a period of 5 years and to make them available to the IOC, which reserves the right to request their shipping.

The applicants agree that the verifications of the expenses referred to in the grant contract (Annex B) will be carried out by the contracting authority, which reserves the right to reject certain costs.

Consequently, it is in the interest of applicants to provide all the documents necessary to assess the relevance of the training and the value obtained for the money staked. The IOC reserves the right to request other supporting documents deemed relevant

Sound management is expected from beneficiaries within the contractual arrangements established with the IOC, and in particular those governing financial and administrative management. It's up to beneficiaries to ensure that the "Tafà" study grant is used wisely and in accordance with IOC guidelines.

The IOC reserves the right to carry out a solvency investigation during the evaluation of applications and before contracting.

3.2. APPLICATION SUBMISSION AND PROCEDURES TO BE FOLLOWED

3.2.1. Applications

Applications must be submitted in accordance with the instructions in these guidelines and must follow the application form available at the following links:

["Tafà, Study Grant"- Application form](#)

Applicants must provide as a separate file:

1. The complete application form together with the signed Declaration of Integrity and Gender Commitment Letter (Appendix A)
2. Checklist items (section 4 of the application form).

Applicants must submit their application in **either French or English**.

Failure to sign the declaration of integrity and the letter of commitment will result in the application's ineligibility.

Any error or major deviation from the instructions found in the application files may result in the rejection of the application.

The Contracting Authority has the right to request clarification when the information provided does not allow them to carry out an objective evaluation.

Lead applicants should complete the full application form as carefully and clearly as possible to facilitate its evaluation.

It is worth noting that only the complete application form and its annexes (declaration) will be sent to the evaluators (and to assessors, if applicable,). It is therefore very important that these documents contain ALL relevant information about the action.

The lead applicant must also enclose with his/her application the additional documents as cited in the checklist (section 1.4 of the application form).

3.2.2. When and how to send the applications?

Complete applications (completed application form and signed declaration) must be submitted through www.kiltir.org by **Friday 12th July 2024**

Electronic submission is not admissible and incomplete applications will be rejected.

3.2.3. Other information about the applications

Applicants may email their questions no later than 10 days prior to the submission deadline to the addresses listed below, clearly indicating the grant reference to: culture@coi-ioc.org; smc@coi-ioc.org

With the subject: **IOC-ICC | Application "Tafà" Bursary**

Replies will be provided no later than 10 days prior to the deadline for submission of complete applications.

The Contracting Authority is not required to provide clarification on questions received after **Friday 05th July 2024**.

In order to ensure equal treatment of applicants, the Contracting Authority cannot give prior opinion on the eligibility of lead applicants, co-applicants or an action.

No individual replies will be given to the questions asked. All questions and their answers, as well as other important information communicated to applicants during the assessment procedure, will be published on the website www.kiltir.org as required. It is therefore recommended to regularly visit these websites to be informed of the questions and answers published.

A monthly briefing will be held every **last Thursday of the month**.
[ICC Konèk – Registration Session 27 June 2024](#)

Indicative Timeline

	DATE
1. Information meeting	27 June 2024
2. Deadline by which any requests for clarification should be sent to the Contracting Authority	02 July 2024
3. Deadline for the Contracting Authority to respond to requests for clarification	05 July 2024
4. Deadline for submission	12 July 2024
8. Notification of the award	02 September 2024
9. Signing of contract	09 September 2024

3.3. EVALUATION AND SELECTION OF APPLICATIONS

Applications will be reviewed and evaluated by the Contracting Authority assisted by external assessors. All applications will be reviewed following the steps and criteria described below.

If the examination of the application reveals that the proposed action does not meet the eligibility criteria set out in Section 3.1, the application will be rejected on this sole ground.

Step 1: Opening, administrative verification

At the administrative verification stage, the following will be assessed:

- Compliance with the deadline. Otherwise, the application will be automatically rejected;
- Applicant's compliance with all criteria mentioned in the form and checklist.

If any of the requested information is missing or incorrect, the application may be rejected on this basis **alone** and will be deemed **non-compliant**.

Only compliant applications will be considered for evaluation.

Step 2: Evaluation of the complete application by the members of the jury

All applications found to be compliant will be reviewed by a evaluation committee made up of ICC and IOC team members.

The **evaluation criteria** are classified by headings and subheadings.

Each subheading is assigned a score between 1 and 5 as follows: 1 = very weak; 2 = weak; 3 = satisfactory; 4 = good; 5 = very good.

Criteria	Score
1. Relevance	25
1.1. How relevant is the training to the grant objectives and priorities, specific themes/sectors/areas or any other specific requirements mentioned in the guidelines for applicants? Do the expected outcomes of the action meet the priorities set out for applicants?	5
1.2. Have participants clearly defined their career objectives in relation to this training? Have their needs and constraints been clearly defined and adequately addressed in the proposal?	5
1.3. Is there a consistent link between the applicant's career path and the chosen training?	5
1.4. Does the proposal contain elements that bring particular added value in the participation, inclusion and empowerment of women?	5
1.5. Does the proposal improve the situation of women in CCIs? Does it help to recognise and value their contribution?	5
2. Design of the Action	25
2.1. To what extent is the overall design of the action coherent? Does the proposal indicate the results that the action should achieve?	10
2.2. Does the design reflect a robust analysis of existing issues, as well as the capabilities of relevant stakeholders?	5
2.3. Are the activities achievable and consistent with the expected outcomes (including timeline)?	5

Criteria	Score
2.4. To what extent does the proposal take into account relevant cross-cutting issues, such as environmental/climate change issues, promotion of gender equality and equal opportunities, needs of persons with disabilities, rights of minorities and rights of indigenous peoples, youth in the targeted country/region (s)?	5
3. Financial and operational capacity	15
3.1. Do applicants have sufficient inhouse management capacity?	5
3.2. Other than this grant, does the applicant have sufficient stable sources of funding?	10
4. Sustainability of the Action	15
4.1. Is the action likely to have a tangible impact on the target groups?	5
4.2. Is the action likely to have multiplier effects, including the possibility of replication, extension, leveraging of experience and knowledge sharing?	5
4.3 Are the expected results of the proposed action sustainable: <ul style="list-style-type: none"> - financially (<i>e.g. funding for follow-up activities, sources of income to cover all future operating and maintenance costs</i>) - institutionally (<i>will the structures be able to maintain the action results at the end of this action? Will there be local "ownership" of the action results?</i>) - environmentally (if applicable) (<i>will the action have a positive/negative impact on the environment?</i>) 	5
5. Budget and cost-effectiveness of the action	20
5.1. Is the cost of training appropriate and in line with the existing offer?	/ 10
5.2. Is the estimated-costs-to-expected-results ratio satisfactory?	/ 10
Maximum total score	100

If the total score for Section 3 (Financial and Operational Capacity) is less than 10, the application is rejected. Similarly, the application is rejected if at least one of the subheadings in section 1 receives a score of less than 2.

Any application with **less than 70/100** will be considered **ineligible**.

After the evaluation of the applications, the evaluation committee makes a final recommendation to the IOC Chargée de Mission for "Education and Training, Culture, Health, Gender and Entrepreneurship", who decides on awarding the grants according to the available budget.

Step 3: Validation by the Chargée de mission

The applications selected by the jury will be validated by the IOC Chargée de Mission for "Education and Training, Culture, Health, Gender and Entrepreneurship", depending on budget available for this first round of awards.

Step 4: Publication of the results

The results of the first round of awards will be published on the IOC website and its social media channels as well as on the platform www.kiltir.org. The decision is final, with no further possible appeal.

Beneficiaries will be notified officially by email and must confirm the acceptance of the grant by sending an official letter to the IOC Chargée de Mission for Education and Training, Culture, Health, Gender and Entrepreneurship.

4. CONTRACTING

Each beneficiary will receive a contract proposal (Annex B) setting out all the terms and conditions of the grant which they are entitled to as well as the related financial terms and conditions, depending on the type of grant.

Type of activity	Conditions of payment ²
Short courses	<ul style="list-style-type: none"> - 60% upon signing the contract - 40% after submission of the final report, within three months of the last day of training.
Academic training	<ul style="list-style-type: none"> - 30% on signing the contract - 30% at the end of the first semester - 30% at the end of the second semester - 10% after submission of the final report and/or dissertation, within three months of the last day of the course.
Inter-University Exchanges	<ul style="list-style-type: none"> - 60% upon signing the contract - 40% after submission of the final report, within three months of the last day of the course.

If the supporting documents required for payment are not submitted by the deadline, the IOC will request reimbursement of the full amount of the grant³.

4.1. Changes allowed

Any changes must be notified to IOC for approval.

Only the following changes will be allowed:

- Change of course date, without exceeding the total duration of the course;
- Change of training format: virtual, hybrid or face-to-face.

The following are not authorised, even if they have no financial impact:

- Change of destination, training and sector ;
- Increase or decrease in the number of months ;
- Modification of flight tickets.

In case of event cancellation, the beneficiary must:

- Refund the flight tickets (if applicable);
- Refund the cash advance.

No change in the amount granted will be allowed except for the cases of force majeure mentioned below:

- New national restrictions on freedom of movement related to COVID-19 or other health crises (or in case of infection);
- War/major political crisis;
- Natural Disaster
- Unexpected family obligations (pregnancy, death, serious illness).

In this context, changes may be considered, for exceptional circumstances, subject to IOC approval for the following cases:

- The training course has started and the force majeure event occurs, but it is possible to maintain the training project virtually
- If the course has not started, and the beneficiary has been notified of the change, of the possibility of postponing enrolment to a later date, not exceeding 6 months;
- If the situation remains complex in the planned academic cycle, a grant in cycles 2 or 3 may be considered.

² Depending on the training

³ Any breach of contractual obligations is liable to prosecution and automatic ineligibility for other ICC project activities.

5. CONDITIONS FOR IMPLEMENTATION AFTER THE DECISION OF THE CONTRACTING AUTHORITY TO AWARD A GRANT

Once a decision has been made to award a grant, the beneficiary (ies) shall be offered a contract based on the standard grant contract (Annex B).

ETHICAL RULES AND CODE OF CONDUCT

a) Absence of conflict of interest

The applicants may not be in any situation of conflict of interest or have any link of an equivalent type with other applicants or other parties to the project. Any attempt by an applicant to obtain confidential information, to enter into unlawful agreements with its competitors or to influence the evaluation committee or the contracting administration during the procedure for examining, clarifying, evaluating and comparing applications will result in the rejection of their application and will be subject to administrative sanctions in accordance with the financial regulations in force.

b) Respect for human rights, environmental legislation and core labour standards

The applicants and their staff must comply with human rights. In particular, and in accordance with applicable law, applicants who have been awarded a grant must comply with environmental legislation, including multilateral environmental agreements, as well as applicable core labour standards, as defined in relevant International Labour Organisation conventions (such as conventions on freedom of association and collective bargaining, on the elimination of forced or bounded labour and on the abolition of child labour).

Zero tolerance for sexual exploitation and abuse:

The IOC applies a "zero tolerance" policy with regard to all misconduct affecting the professional credibility of the applicant. Corporal punishment or physical violence, threats of physical violence, sexual abuse or exploitation, bullying harassment and verbal abuse, as well as all other forms of intimidation are prohibited.

c) Fight against corruption

The applicant must comply with applicable anti-corruption laws, regulations and codes of conduct. The IOC reserves the right to suspend or cancel the financing of a project if corrupt practices of any kind are discovered at any stage of the award procedure or during the performance of a contract and if the Contracting Authority does not take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practice" means any offer of unlawful payment, present, gratuity to any person as an inducement or reward for performing or refraining from performing acts relating to the award of a grant or the performance of a contract already entered into with the Contracting Authority.

d) Extraordinary commercial expenses

Any application shall be rejected or any contract terminated if it is found that the award of the grant or the performance of the contract has given rise to extraordinary commercial expenses. Extraordinary commercial expenses are commissions that are not mentioned in the main contract or that do not result from a duly concluded contract referring to the main contract, commissions that are not paid in exchange for an actual legitimate service, commissions paid in a tax haven, commissions paid to an unclear beneficiary or to a company that has every appearance of being a shell company. Beneficiaries of a grant who are convinced that they have paid extraordinary commercial expenses, depending on the seriousness of the facts found, are exposed to the termination of their contract, or even to a permanent exclusion from the benefit of IOC-managed funding.

e) Breach of obligations, irregularities or fraud

The Contracting Authority reserves the right to suspend or cancel the procedure where it is found that the award procedure has been vitiated by a breach of obligations, irregularities or fraud. Where a breach of obligations, irregularities or fraud is discovered after the grant has been awarded, the Contracting Authority may refrain from concluding the contract.

Annex A :
Declaration of integrity - Undertaking on the candidate's honour relating to integrity and the fight against corruption

MADE BY [Applicant' Name]⁴

FOR : The Indian Ocean Commission
(the « **Retrocedor** »)

Title of Grant: Tafà, Scholarship
(the « **Deed of Retrocession** »)

In the name of the beneficiary, which are determined by the Grant Agreement

1. We acknowledge and accept that the Agence française de développement (the "AFD" or the "Agency") finances the Retrocedor's projects only on its own terms, which are determined by the Grant's Agreement that links it directly or indirectly to the Retrocedor. Consequently, there can be no legal link between the AFD and the Beneficiary. The Retrocedor designates the entity that retrocedes, in the Retrocession Deed, the funds initially granted by AFD.
2. We certify that we are not and that none of the members of our consortium, nor our suppliers, contractors, consultants and subcontractors, is in one of the following cases:
 - (a) be in a state of or have been the subject of bankruptcy, liquidation, judicial settlement, safeguard or cessation of activity, or be in any analogous situation resulting from proceedings of a similar nature;
 - (b) Having been the object of :
 - i. A conviction handed down within the last five years by a judgement that has the force of res judicata in the country where the project that is the subject of the on-lending deed is being carried out or in one of the Member States of the European Union, for a Prohibited Practice as defined in article 6 below, committed in the context of the award or execution of a contract or in the case of (co)financing by the European Union for any act provided for under the terms of Article 136 of the Financial Regulation (in the event of such a conviction, we have the option of attaching to this Integrity Statement additional information which would allow us to consider that this conviction is not relevant in the context of this deed of retrocession);
 - ii. An administrative penalty imposed within the last five years by the European Union or by the competent authorities of the country in which we are established or by the competent authorities of one of the Member States of the European Union, for a Prohibited Practice, as defined in Article 6 below, committed in connection with the award or performance of a contract or in the case of (co)financing by the European Union, for any act provided for under the terms of article 136 of the European Union's Financial Regulation (in the event of such a sanction, we may attach to this Integrity Statement any additional information that would make it possible to consider that this penalty is not relevant in the context of this deed of retrocession)
 - iii. A conviction handed down less than five years ago by a judgment that has the force of res judicata, for a Prohibited Practice, as defined in Article 6.1 below, committed in connection with the award or performance of a contract financed by AFD;

⁴ En cas de consortium, inscrire le nom du groupement

- iv. A conviction or penalty referred to in subparagraphs (i) to (iii) above, imposed more than five years ago but which is currently still being enforced;
 - b) have been terminated to our exclusive detriment within the last five years because of a serious or persistent breach of our contractual obligations during the performance of a contract, provided that this penalty has not been contested by us or given rise to a court decision overturning the termination to our exclusive detriment;
 - c) Not having fulfilled our obligations relating to the payment of our taxes in accordance with the legal provisions of the country in which we are established or the country in which the Retrocedor is established;
 - d) Be subject to an exclusion order issued by the World Bank and be on the list published at the following e-mail address <http://www.worldbank.org/debarr> (in the event of such an exclusion decision, we may attach to this Integrity Statement additional information which would allow us to consider that this exclusion decision is not relevant in the context of this retrocession deed);
 - e) has produced false documents or been guilty of misrepresentation(s) in providing the information required by the Retrocedor under this Deed of Retrocession.
3. We certify that we are not, and that none of the members of our consortium or our suppliers, contractors, consultants and subcontractors are, in one of the following situations of conflict of interest:
- f) a shareholder controlling the Retrocedor or a subsidiary controlled by the Retrocedor, unless the resulting dispute has been brought to the attention of the Retrocedor and resolved to its satisfaction.
 - g) Have business or family relationships with a member of the Retrocedor's staff involved in the call for projects, unless the resulting conflict has been brought to the attention of the Retrocedor and resolved to its satisfaction;
 - h) Control or be controlled by another beneficiary, be under the control of the same company as another beneficiary, receive grants from another beneficiary or award such grants to another beneficiary, directly or indirectly, have the same legal representative as another beneficiary, maintain directly or indirectly contacts with another beneficiary allowing us to have and give access to the information contained in our respective grant applications, to influence them, or to influence the decisions of the Retrocedor.
 - i) Control or be controlled by another beneficiary, be under the control of the same company as another beneficiary, receive grants from another beneficiary or award such grants to another beneficiary, directly or indirectly, have the same legal representative as another beneficiary, maintain directly or indirectly contacts with another beneficiary allowing us to have and give access to the information contained in our respective grant applications, to influence them, or to influence the decisions of the Retrocedor.
 - j) be engaged on an intellectual service assignment which, by its nature, is likely to prove incompatible with our assignments on behalf of the Retrocedor.
 - k) In the case of the Retrocedor's call for projects procedure;
 - i. Have ourselves prepared or have been associated with a consultant who has prepared the documents used in the context of the call for projects;
 - ii. Be, ourselves, or one of the firms with which we are affiliated, recruited, or about to be recruited, by the Retrocedor, to carry out the supervision or control of the deed of retrocession.
4. We certify that neither we nor any member of our consortium, nor any of our shareholders, suppliers, contractors, consultants or subcontractors, and none of the groups or entities directly or indirectly benefiting from our financial support by means of the Grants' funds are on the lists of financial sanctions adopted by the United Nations,

the European Union and/or France, in particular with regard to the fight against the financing of terrorism and against breaches of international peace and security⁵;

5. We affirm that

- a) no member of our staff, including management, is in a situation that could give rise to a conflict of interest. Without prejudice to its obligations under this Agreement, the Beneficiary shall immediately replace, without compensation from the Retrocedor, any member of its staff who is in such a situation.
- b) our staff must refrain from engaging in any activity or receiving any benefit that conflicts with obligations befalling us under the contract;
- c) we have taken all necessary measures to prevent or put an end to any situation - in particular any conflict of interest - that could compromise the impartial and objective execution of this Deed of Retrocession. A conflict of interest may arise, in particular, from economic interests, political or national affinities, family or sentimental ties, or any other type of relationship or common interest.

6. We certify that we have not committed, in connection with the Retrocedor's call for projects and we undertake, in the context of the implementation of the Deed of Retrocession, not to commit any Prohibited Practice as defined in Agence française de développement's General Policy on Preventing and Combating Corruption, Fraud, Anti-Competitive Practices, Capital Laundering and the Financing of Terrorism, available on the Agence française de développement website⁶.

7. If we are a public establishment or a public company, in order to participate in a competitive call for projects, we certify that we have legal and financial autonomy and that we are managed in accordance with the rules of commercial law.

8. We hereby certify that our own funds or funds invested in the retrocession deed financed by the Retrocedor do not originate from an illicit origin, i.e. funds obtained by:

- a) The perpetration of any of the underlying offences set out in the FATF 40 Recommendations under the heading "designated categories of offences"⁷ or,,
- b) Any act of corruption or,
- c) Where European Union funds are involved, any fraud against the financial interests of the European Union, defined as any intentional act or omission intended to adversely affect the budget of the European Union and involving i) the use or presentation of false, inaccurate or incomplete statements or documents, whose effects include the misappropriation or illegal retention of funds or any illegal reduction in the resources of the general budget of the European Union; ii) non-disclosure of information having the same effect; and iii) misuse of these funds for purposes other than those for which they were originally granted.

⁵ A titre informatif, Le Rétrocédant indique les références suivantes : Pour les listes tenues par les Nations Unies, le site internet suivant peut être consulté : <https://www.un.org/sc/suborg/fr/sanctions/un-sc-consolidated-list>

Pour les listes tenues par l'Union Européenne, le site internet suivant peut être consulté : <https://www.sanctionsmap.eu> ou https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_fr

Pour les listes tenues par la France, le site internet suivant peut être consulté : <https://www.tresor.economie.gouv.fr/services-aux-entreprises/sanctions-economiques/dispositif-national-de-gel-des-avoirs>

⁶ Pour information uniquement: <https://www.afd.fr/fr/ressources/lutte-contre-la-corruption-politique-generale-du-groupe-afd-2020> (le lien étant susceptible d'être modifié au sein du site internet de l'AFD)

⁷ http://www.fatf-gafi.org/media/fatf/documents/recommendations/Recommandations_GAFI.pdf

9. We certify that we, or any member of our consortium, or one of our suppliers, will not acquire or supply equipment and will not operate in sectors under embargo by the United Nations, the European Union or France..
10. We undertake to respect and to ensure that all our suppliers respect the environmental and social standards recognised by the international community, including the fundamental conventions of the International Labour Organisation (ILO), the conventions on freedom of association and collective bargaining, on the elimination of forced and compulsory labour, on the elimination of discrimination in respect of employment and occupation and on the abolition of child labour, and the international conventions for the protection of the environment, in accordance with the laws and regulations applicable in the country where the act of retrocession is carried out. In addition, we undertake to implement measures to mitigate environmental and social risks where these are indicated in the environmental and social management plan provided by the Retrocedor
11. We certify that we have internal procedures which provide that we, our suppliers, agents or employees shall not receive or agree to receive from any person, nor offer or propose to give or procure for any person, any gift, gratuity, commission or remuneration by way of inducement or reward for performing or refraining from performing any act in connection with the execution of this Deed of Retrocession or for favouring or disadvantaging any person in connection therewith.
12. If we are incorporated as an association, we undertake, for the purposes of preventing the risk of terrorist financing, to take the measures recommended by the French Ministry of Europe and Foreign Affairs in its document "Risk of terrorist financing: Guide to good practice for associations", published on its website⁸.
13. We undertake to exercise our best endeavours to avoid providing financial support directly or indirectly or any other resources to any person or entity who commits, attempts to commit, advocates, facilitates or participates in Acts of Terrorism, or has committed, attempted to commit, advocated, facilitated or participated in such Acts; for the purposes of this paragraph, "Act of Terrorism" means: (i) Any act prohibited by the United Nations Conventions and Protocols relating to the fight against terrorism or (ii) Any offence referred to in Articles 3 to 10 of EU Directive 2017/541 of 15 March 2017 on combating terrorism ; or iii) Any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking a direct part in the hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organisation to do or to abstain from doing any act.
14. We undertake to inform the Retrocedor without delay, who will inform the AFD if necessary, of any change in the situation during the implementation of the retrocession deed, including any suspicions relating to the situations referred to in points 2 to 13 above, and we shall take all necessary steps to remedy any change in the situation in a manner satisfactory to the Retrocedor, including stopping the use of the Grant financing the activity. The Retrocedor reserves the right to verify that such measures are appropriate and may require that additional measures be taken if necessary.
15. We, the members of our consortium, our suppliers, contractors, consultants and subcontractors authorise the Retrocedor and/or, where applicable, the AFD, to carry out investigations and, in particular, to examine the documents and accounting records relating to the call for projects and the implementation of the Subproject and to submit them for verification to auditors appointed, where applicable, by the AFD.

⁸ A titre d'information et sans que le Bénéficiaire puisse se prévaloir des références fournies, le guide tel que publié le 27 janvier 2015 peut être consulté à l'adresse suivante :

<https://www.tresor.economie.gouv.fr/Institutionnel/Niveau3/Pages/13d1cb87-cf27-49ca-ad57-dc2855a2b26e/files/af9b595d-2404-4d95-9e56-2b61e2ed55be>

Gender Commitment Letter

By signing this document, the candidate / tenderer undertakes to respect the principles of gender equality and to ensure that his/her subcontractors and/or employees also respect these principles.

Thus, within the framework of the project to strengthen the cultural and creative industries (ICC) in Indianoceanica implemented by the Indian Ocean Commission (IOC) and funded by the Agence française de développement, in carrying out the present service, the candidate/tenderer undertakes to:

- Identify and take into account gender inequalities in the project's execution.
- Systematically prevent the risks of worsening existing inequalities.
- Contribute in reducing gender inequalities
- Ensure an equitable gender balance in the choice of speakers
- Promote women's voices and ensure they are heard in their full diversity
- Keep away from being judgemental or holding discriminatory opinions liable to harm the dignity of women and the respect of their culture.
- Behave with respect and avoid any act or conduct that could be construed as moral and/or sexual harassment;
- Use inclusive, gender-sensitive language;
- Take measures to ensure the protection and respect of women and their rights in the implementation of the activity ;
- Contribute to a healthy and safe environment for women;
- Pay men and women equal wages for similar work;
- Promote gender equality by adopting a policy that complies with the Convention on the Elimination of All Forms of Discrimination against Women and the ILO Declaration on Fundamental Principles and Rights at Work.

The IOC reserves itself the right to monitor or have monitored the correct application of this commitment. In the event of discrimination, the IOC may require the candidate/tenderer to take the necessary measures to ensure compliance with the principle of gender equality.

In the event of non-compliance with the provisions on gender equality, measures and sanctions may be taken in accordance with cantonal law (exclusion from the procedure or exclusion from any tender procedure for a defined period, revocation of the award, administrative fine).

The IOC also reserves itself the right to cancel the contract in the event of an aggravated violation such as harassment or sexual abuse having damaged the image of the project.

Annexe B : Projet de contrat

La Commission de l'Océan Indien, organisation intergouvernementale dont le siège est situé au Blue Tower, rue de l'Institut, Ebène, Maurice, représentée par JULIETTE JANIN / Chargée de mission

Désignée « **COI** », d'une part

<Madame/Mademoiselle/Monsieur NOM PRENOM>, <Adresse officielle complète>, Désignée, ci-après par « **Bénéficiaire** », d'autre part,

ATTENDU QUE :

1. Le Client a demandé au Bénéficiaire de réaliser les activités définies dans la ligne directrice d'attribution « Bourse d'études » repris dans **l'Annexe A** au Contrat de subvention (ci-après intitulée "**BOURSE**") ;
2. Le bénéficiaire, ayant démontré au Client le besoin d'un soutien pour couvrir les frais liés à sa formation et s'engage à l'exécuter conformément aux termes et conditions arrêtés au Contrat de subvention ;
3. **La Commission de l'Océan Indien** a reçu un financement de l'Agence Française de Développement (appelée ci-après l'"**AFD**") en vue de contribuer au financement du coût des bourses d'études et se propose d'utiliser une partie de ce financement pour régler les paiements autorisés dans le cadre du Contrat, étant entendu (i) que les paiements effectués par l'AFD ne seront effectués qu'à la demande du Client et sur approbation de l'AFD, (ii) que ces paiements seront soumis à tous égards aux termes et conditions de l'accord de financement entre le Client et l'AFD, et (iii) qu'aucune partie autre que le Client ne peut se prévaloir de l'un quelconque des droits stipulés dans l'accord de financement ni prétendre détenir une créance sur le financement.

EN CONSÉQUENCE, les Parties ont convenu ce qui suit :

1. Le présent contrat a pour objet l'attribution, par la Commission de l'Océan Indien (COI), d'une subvention dans le cadre de « Tafà, Bourse d'études » à destination des artistes et opérateurs.trices de la région (l'«action») tel que défini dans les lignes directrices. Le(s) bénéficiaire(s) acceptent la subvention et s'engagent à mettre en œuvre l'action sous leur responsabilité dans le cadre du Projet ICC.
2. Les documents suivants ci-joints sont considérés comme partie intégrante du Contrat :
Section I : Dispositions du contrat
 - a) Les dispositions générales ;
 - b) Les dispositions particulières.

Section II : Les lignes directrices et les Critères d'Éligibilité pour l'attribution des bourses d'étude.

Section III : Les Annexes

- Annexe A : Présentation détaillée du projet d'étude (incluant la Déclaration d'Intégrité et la lettre d'engagement genre signée) ;
- Annexe B : Modèle du rapport d'activités

En cas de différence entre les documents ci-avant, l'ordre de priorité ci-après prévaudra pour leur interprétation : projet de formation validée (Annexe A). Toute référence audit Contrat s'entendra comme incluant, à moins que le contexte ne le permette pas, la référence aux Annexes.

3. Les droits et obligations respectifs du Client et du Bénéficiaire sont ceux figurant au Contrat, en particulier :

- a) Le Bénéficiaire réalisera l'action conformément aux conditions du Contrat, et au projet de formation tel que décrit dans l'Annexe A ; et
- b) Le Client effectuera les paiements au Bénéficiaire conformément aux dispositions du Contrat ci-dessous.

EN FOI DE QUOI, les Parties au Contrat ont signé celui-ci en leurs noms respectifs le jour et l'an ci-dessus

Disposition du contrat	
Les adresses :	<p>Adresse du client :</p> <p>Client : COMMISSION DE L'OCEAN INDIEN Immeuble : BLUE TOWER - Rue de l'Institut Étage/Numéro de bureau : 3ème Ville : Ébène Pays : MAURICE</p> <p><u>Adresse Bénéficiaire</u> <u>Nom de l'entité :</u> <u>Adresse exacte :</u> <u>Pays :</u> Email : Tel :</p>
Montant de la bourse	Le prix du Contrat est de : [MONTANT DE LA SUBVENTION], Le prix du contrat à décaissé au bénéficiaire est : [MONTANT],
Modalités de paiement	Le calendrier de paiement se présente comme suit : [Modalités en fonction du type de formation]
Paiement :	Les intitulés de compte sont : Pour les paiements en Monnaie : euro Banque : Adresse de la banque SWIFT : N° COMPTE : IBAN : Banque intermédiaire : Euro :
Dépenses éligibles dans le cadre de la subvention	<ul style="list-style-type: none"> • Frais de déplacement • Frais d'inscription • Frais de vie • Frais de scolarité • Frais de visa • Aide familiale
Rapport d'activité	Le bénéficiaire est tenu de soumettre un rapport d'activités à l'issue de sa formation, en utilisant le modèle fourni. Si le rapport d'activité n'a pas été soumis dans un délai de 3 mois. Le Client demandera le remboursement de la totalité de la bourse.
Paiement du reliquat	Le paiement du reliquat sera effectué après la validation du rapport par le Client et la vérification des pièces suivantes selon le type de bourses. Les pièces devront être envoyés par voie électronique, en même temps que le rapport d'activités, et garder les originaux pour

	suivi et vérification ultérieur.
Communication	Le bénéficiaire devra prendre toutes les mesures nécessaires pour faire savoir que le projet ICC est mis en œuvre par la COI sur financement de l'AFD. Il utilisera les logos fournis et lorsqu'il communiquera, il précisera « <i>Cette activité est soutenue par la Commission de l'océan Indien dans le cadre du projet régional de développement des industries culturelles et créatives en Indianocéanie, financé par l'AFD</i> ».
Changement sur la formation	Seuls les changements suivants seront autorisés : <ul style="list-style-type: none"> • Changement de date de la formation et sans excéder la durée totale accordée ; • Changement du format de la formation : virtuelle, hybride ou en présentiel. Aucun changement sur le montant accordé ne sera autorisé sauf pour les cas de force majeure mentionnés ci-dessous : <ul style="list-style-type: none"> • Nouvelles restrictions nationales à la liberté de circulation liées au COVID-19 ou à d'autres crises sanitaires (ou en cas d'infection) ; • Guerre/crise politique majeure ; • Catastrophe naturelle ; • Obligations familiales inattendues (grossesse, décès, maladie grave).
Remboursement des dépenses engagés	Si les cas ci-dessous se présentent, le bénéficiaire devra rembourser la totalité des fonds et/ou avance engagés sous peine de poursuite judiciaire et légale : <ul style="list-style-type: none"> • En cas d'annulation de la formation, • Le bénéficiaire n'assiste pas ou ne complète pas la formation ; • Si le rapport d'activité n'a pas été soumis dans les trois mois, à compter du jour de retour dans le pays de résidence, la COI demandera le remboursement de la totalité de la bourse.
Modification et changement du projet	Ne sont pas autorisés, même sans aucune incidence financière : <ul style="list-style-type: none"> • Changement de destination, de formation et de filière ; • Augmentation et diminution du nombre de mois ; • Modification du billet d'avion.
Manquement aux obligations contractuelles	Tout manquement est aux dispositions du présent contrat est passible de poursuite judiciaire et d'inéligibilité automatique aux autres activités du projet ICC et ceux de la COI.