

Indianoceanie Co-creation Fund

GUIDELINES for applicants to the "Indianoceanie Co-Creation Fund"

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/2024/043

Launch Date: 01 July 2024 Submission Deadline: 12 September 2024





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.

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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.

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.

Therfore, 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 2 "Fostering the cultural ecosystem to create wealth and promote equal access to culture", the project implements the following activity 2.1: "Creation of a Regional co-Creation investment fund in the Indian Ocean" and is launching a call for applications (CFA) for the **"Indianoceania co-creation Fund"** grant

The present grant's objectives are:

- 1. **Foster inter-island artistic and creative collaboration** to produce works that reflect the region's cultural diversity;
- 2. **Broaden the prospects offered to artists and cultural operators** by stimulating and strengthening partnerships in the Indian Ocean and Africa;
- **3. Develop the artistic and creative offer** by encouraging the implementation of coproduction agreements and professionalising regional creation and production.

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 **one hundred twenty thousand euros (EUR 120,000)**. 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 20,000**.

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 THE "INDIANOCEANIE CO-CREATION FUND"

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 individual or a legal entity¹ in existence over at least three years;
- Not have profit as the activity's sole purpose;
- Belong, as a legal entity, to one of the following categories of organisation: nongovernmental organisation, public sector operator;
- Be established² in one of the ICC project beneficiary countries: Comoros Union, Madagascar, Mauritius, Seychelles and Mozambique;
- Be directly responsible for the preparation and management of the project, and not act as an agent;
- 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. Lead applicants, co-applicants (if any) and, in the case of legal persons, persons authorised for representation, decision or control over them shall be informed that, if they are in one of the

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

² The place of domiciliation is determined on the basis of the organisation's articles of association, which must show that it was created by an act governed by the domestic law of the country concerned and that its registered office is located in an eligible country. In this respect, no legal entity whose statutes have been drawn up in another country can be considered an eligible local organisation, even if the statutes are registered locally or a MoU has been concluded.

situations of early detection or exclusion, their details (business or legal name, first name for natural person, address/registered office, legal form and surname and first name of persons authorised for representation, decision or control, if legal person) may be registered in the early detection and exclusion system and communicated to the persons and entities involved in the award or execution of a grant contract.

If awarded the grant contract, the lead applicant becomes the beneficiary identified as the coordinator. The coordinator shall be the sole interlocutor with the contracting authority. S.he represents any other beneficiaries and acts on their behalf. S.he coordinates the action development and implementation.

Co-Applicants

Co-applicants participate in the development and implementation of the action. Costs they incur are eligible in the same way as those incurred by the lead applicant.

Co-applicants must meet the same eligibility criteria as those that apply to the lead applicant her.himself, that is:

- Be an individual, or, a legal entity in existence over at least three years;
- Not have profit as the activity's sole purpose ;
- Belong, as a legal entity, to one of the following categories of organisations: nongovernmental organisation, public sector operator;
- Be established in one of the ICC project beneficiary countries: **Comoros Union**, **Madagascar**, **Mauritius**, **Seychelles**, **Mozambique and la Reunion (France)**;
- Be established in a different country from the lead applicant';
- Abide by the rules of compliance defined by the IOC and AFD in the Declaration of Integrity and not be subject to any restriction or sanction from technical and financial partners at national or international level.

Co-applicants must also sign the declaration of integrity attached to the contract, presented in Annex A. In the event of their being awarded the grant contract, co-applicants become beneficiaries under the action (together with the co-ordinator).

The project Must involve at least two different countries.

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

<u>Duration</u>

The duration of the training may not be less than **3 months** nor exceed **12 months**.

<u>Sector</u>

Applicants must work in one of the following sectors:

- Visual arts;
- Performing arts;
- Music;
- Audiovisual/cinema;
- Literature and books;
- Architecture and design;
- Fashion and craft
- Cooking tradition and gastronomy
- Plurisdisciplinary expression

Types of activities

The following activities are eligible for this grant:

- Creation of new artistic works ;
- Production of a cultural or artistic project;
- Organization of events allowing the development of partnerships and co-production agreements;
- Creation of labels and regional brands.

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:

- Creation of works or artistic projects that encourage collaboration between women artists in the region;
- Production of works dealing with themes contributing to gender equality;
- Events and partnerships promoting the dissemination of works by women.

<u>Visibility</u>

Each beneficiary must ensure the visibility of this 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

- The lead applicant may not submit more than one application under the same grant;
- Applicants with an ongoing grant, cannot submit a new application;
- The lead applicant cannot be a co-applicant in another application for the same grant at the same time;
- A co-applicant cannot be a co-applicant in more than two application(s) per grant.

3.1.3. Cost eligibility: what costs can be considered?

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

- Services (technician, consultant, moderator, speaker)
- Inter-island travel for beneficiaries and implementing partners (air ticket and per diem)
- Artistic production (artist's fee, supplies)
- Technical management (equipment hire and installation, one-off staff)
- Production of communication tools (printing, networks, video)
- Purchase of materials and equipment costing less than €250 per unit.

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, for more than 250 euros;
- Infrastructure construction and rehabilitation;
- Exchange rate losses
- Loans to third parties.

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			
Service	Artist's fee: contract with the artist, proof of payment			
	(remittance, cheque, cash receipt);			
	Technical services: service contract, proof of payment			
	(remittance, cheque, cash receipt);			
	Consultancy fees: Consultancy contract, proof of payment			
	(remittance, cheque, cash receipt) and consultant's report			
Travel expenses	Air Transport: air ticket + invoice + boarding pass			
	Land, rail and sea transport: ticket + invoice			
	All invoices for the purchase of tickets must clearly indicate the			
	name of the traveller, the destination, the date and the cost of the			
	journey.			
	Per diem: Receipt/ payment details duly signed by the			
	beneficiary			
	Visa: Receipt of visa payment, copy of visa received			
Production costs	Purchase of equipment: Signed and stamped invoice, delivery			
	note, order form			
	Venue rental : Invoice and proof of payment (remittance,			
	cheque, cash receipt) order form			
	Equipment hire : Invoice and proof of payment (remittance,			
	cheque, cash receipt) order form			
	Caterer : Invoice and proof of payment (remittance, cheque, cash receipt), daily attendance sheet, order form			
	Communication tools: Invoice, proof of payment (remittance,			
	cheque, cash receipt) and at least two samples per deliverable,			
	purchase order			

Supporting documents must be submitted electronically. The beneficiary commits to keep 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 applicants' interest to provide a **realistic and cost-effective budget**.

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 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: <u>
« Co-creation fund» - Application form (Organization)</u> <u>
« Co-creation fund » - Application form (Individual)</u>

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 5 of the application form)
- 3. Tentative budget

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

Failure to sign the declaration of integrity and the letter of gender 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 <u>www.kiltir.org</u> by **Thursday 12th September 2024.**

To submit your application, click <u>HERE</u>.

Electronic submission by email 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 12 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 "Indianoceanie Co-creation"

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 **Monday 01 September 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 <u>www.kiltir.org</u> 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**. <u>ICC Konèk – Registration Session 25 July 2024</u>

Indicative Timeline

	DATE
1. Information meeting	25 July 2024
Deadline by which any requests for clarification should be sent to the Contracting Authority	31 August 2024
3. Deadline for the Contracting Authority to respond to requests for clarification	02 September 2024
4. Deadline for submission	12 September 2024
8. Notification of the award	06 November 2024
9. Signing of contract	25 November 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 <u>eligibility criteria</u> 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 proposal to the grant objectives and priorities, specific themes/sectors/areas or any other specific requirements mentioned in the guidelines for applicants? Do the expected outcome of the action meet the priorities set out for applicants?	5
1.2. To what extent does the proposal promote artistic collaboration between women artists in the region?	5
1.3. To what extent is the proposal relevant to opening up the Indian Ocean region to regional and international markets?	5
1.4. To what extent will the proposal contribute to better participation and dissemination of women production?	5
1.5. Can the proposal help to reduce discrimination and violence against women or enhance their contribution to the cultural and creative industries?	5
2. Design of the Action	25
2.1. How coherent is the project's overall design? Does the proposal indicate the results expected from the co-creation project?	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
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,	5

Criteria	Score
rights of minorities and rights of indigenous peoples, youth in the targeted	
country/region (s)?	
3. Financial and operational capacity	15
3.1. Do the applicants and, if applicable, their affiliated entity(ies) have sufficient internal project management experience?	5
3.2. Do the applicants and, if applicable, their affiliated entity(ies) have sufficient in-house technical expertise?	5
3.3. Does the lead applicant have stable and sufficient sources of funding? Other than this grant	5
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: financially (e.g. funding for follow-up activities, sources of income to cover all future operating and maintenance costs) institutionally (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?) environmentally (if applicable) (will the action have a positive/negative impact on the environment?) 	5
5. Budget and cost-effectiveness of the action	20
5.1. Are activities appropriately reflected in the budget?	/ 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 platform <u>www.kiltir.org</u> as well as the IOC website and its social media channels. 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.

Each beneficiary will receive a contract proposal (Appendix B) indicating all the terms and conditions governing the grant as well as the financial terms related thereto.

In the event that the grant is awarded to the applicant, the beneficiaries will receive:

- 60% upon signing the contract
- 40% after submitting the final report

Deliverable submitted by the grantees will have to be approved by the IOC. If the project's deliverable is different from the initial agreement, IOC will request the refund of the whole grant.³.

4.1. Changes allowed

Any changes must be notified to IOC for approval.

Only the following changes will be allowed:

- Change in the dates of the activity, without exceeding the total duration granted;
- Change in the names of the people involved in the production of the co-creation project

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

- Change of production project and deliverable;
- Change in the countries involved in the co-creation activity.

In the event of a radical change to the project or cancellation of the activity, the beneficiary will be required to repay the financial advance granted.

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 activity has started and the force majeure event occurs, but it is possible to maintain the project virtually
- If the situation remains complex in the planned academic cycle, a grant in cycles 2 or 3 may be considered.

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 beinf 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: Indianoceanie Co-creation Fund

(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 onlending 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;
 - 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;

⁴ In the case of a consortium, enter the grouping's name

- d) Be subject to an exclusion order issued by the World Bank and be on the list published at the following e-mail address <u>http://www.worldbank.org/debarr</u> (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

For lists maintained by France, the following website can be consulted: <u>https://www.tresor.economie.gouv.fr/services-aux-entreprises/sanctions-economiques/dispositif-national-de-gel-des-avoirs</u>

⁵ For information purposes, the Retrocedor provides the following references:

For the lists maintained by the United Nations, the following website can be consulted: <u>https://www.un.org/sc/suborg/frlsanctions/un-sc-consolidated-list</u>

For lists maintained by the European Union, the following website can be consulted: <u>https://www.</u> <u>sanctionsmap. Eu ou https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-</u> <u>sanctions fr</u>

- 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.
 - 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

⁶ For information purposes only: <u>https://www.afd.fr/fr/ressources/lutte-contre-la-corruption-politique-generale-du-groupe-afd-2020</u> (the link is liable to be modified on the AFD website)

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

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 website^{8.}

- 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 which 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.

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 Indianoceania 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.

⁸For information purposes and without the Beneficiary being able to rely on the references provided, the guide as published on 27 January 2015 can be consulted at the following URL:

https://www.tresor.economie.gouv.fr/Institutionnel/Niveau3/Pages/13d1cb87-cf27-49ca-ad57dc2855a2b26e/files/af9b595d-2404-4d95-9e56-2b61e2ed55be

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 : Modèle de contrat d'attribution de subvention

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 Nom du demandeur Désignée, ci-après par « **Bénéficiaire** », d'autre part,

CONTEXTE

L'Agence Française de Développement, ci-après dénommée « l'AFD », et La Commission de l'Océan Indien (COI) ont signé l'Accord de Financement n°CZZ265601G, signée le 18 février 2022, pour la mise en œuvre du projet régional de développement des Industries Culturelles et Créatives en Indianocéanie (ICC).

ATTENDU QUE :

1. Le « Client » a approuvé le projet soumis par le « Bénéficiaire » tel que présenté dans **l'Annexe A** au Contrat (ci-après intitulée "l'**Activité**") ;

2. Le.la Bénéficiaire, ayant démontré au Client qu'il a la capacité professionnelle, l'expertise et les ressources techniques requises, et s'engage à exécuter son activité conformément aux termes et conditions arrêtés au Contrat ;

3. Le Client a reçu un financement de l'Agence Française de Développement (appelée ciaprès l'"**AFD**") en vue de contribuer au financement du coût des Services 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 « **Fonds de co-création Indianocéanie** » (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'Eligibilité de la subvention

Section III : Les Annexes

- Annexe A : Présentation détaillée de l'activité approuvée ;
- 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 : Activité approuvée (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.la Bénéficiaire réalisera l'activité conformément aux conditions du Contrat, et telle que décrite 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 :

Conditions particulières	
Droit applicable	Le contrat est régi par les lois et règlementation applicables dans le pays :
	Maurice
Les adresses :	Adresse du client :
	COMMISSION DE L'OCEAN INDIEN
	BLUE TOWER - Rue de l'Institut
	Étage/Numéro de bureau : 3 ^{ème} ; Ébène
	Pays : MAURICE
	Adresse Bénéficiaire :
	Nom de l'entité :
	Adresse exacte :
	Pays :
	Email :
	Tel : (+)
Montant de la	Le prix du Contrat est de : Montant en EUR
subvention	
Dépenses éligibles dans	Section 3.1.3
le cadre de la	
subvention	
Modalités de paiement	Le calendrier de paiement se présente comme suit : • 60% à la signature du contrat
	 40% après avoir soumis, le livrable, le rapport final avec les pièces
	justificatives jugées conformes.
Paiement :	Les intitulés de compte sont :
	Pour les paiements en Monnaie :
	Banque :
	Adresse de la banque :
	SWIFT :
	N° du compte:
	IBAN :
	Banque intermédiaire (le cas échéant): Banque :
	Adresse de la banque :
	SWIFT :
	N° du compte:
Rapport d'activité	Le.la bénéficiaire est tenu de soumettre un rapport d'activités à l'issue de son
	projet, en utilisant le modèle fourni en Annexe B.
Paiement du reliquat et	Le paiement du reliquat sera effectué après la validation du livrable et du
pièces justificatives	rapport par le Client et la vérification des pièces suivantes selon le type d'aide.
	Les pièces devront être envoyés par voie électronique, en même temps que le
	rapport d'activités.
Communication	Le.la bénéficiaire devra assurer la visibilité de la subvention sur tout support de
	communication, en intégrant les logos de la COI et de l'AFD précédés de la
	mention « <i>Cette activité est soutenue par la Commission de l'océan Indien dans</i>
	le cadre du projet régional de développement des industries culturelles et
	créatives en Indianocéanie, financé par l'AFD ».
	Le.la bénéficiaire est invité.e à fournir des photos et des éléments de
	communication produits au cours de l'action tels que mentionnés dans le guide
<u> </u>	de communication.
Changement sur	Seuls les changements suivants seront autorisés sur l'action telle qu'approuvée
l'activité	en Annexe A et après approbation de la COI :

Conditions particulières				
	Changement de date et sans excéder la durée totale accordée ;			
	Changement des noms des personnes prises en charge.			
Remboursement des	Si les cas ci-dessous se présente, le. La bénéficiaire devra rembourser la totalité			
dépenses engagés	des fonds et/ou avance engagés sous peine de poursuite judiciaire et légale :			
	 En cas d'annulation de l'activité 			
	 En cas de changement radical du projet présenté 			
	Le.la bénéficiaire ne justifie pas dans un délai de trois mois les dépenses			
	engagées dans le cadre de l'action			
	 Les reliquats des fonds non consommés sont à reverser à la COI. 			
Modification et	Aucun changement ne sera autorisé sauf pour les cas de force majeure			
changement du projet	mentionnés ci-dessous :			
	 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.			
Manquement aux	···· · · · · · · · · · · · · · · · · ·			
obligations	poursuite judiciaire et d'inéligibilité automatique aux autres activités du projet			
contractuelles	ICC et ceux de la COI.			

Annexe C : Conditions de paiement de la subvention

Le paiement de la subvention se fera en deux tranches :

- Premier versement de 60% du montant approuvé
- Deuxième versement de 40% du montant approuvé

1. Conditions de paiement de la première tranche (60%)

Afin de procéder au paiement, le bénéficiaire devra soumettre les documents suivants :

- Contrat de subvention dûment signé
- Attestation de réussite à la formation sur l'égalité des genres et la prévention des violences basées sur le genre
- Budget final détaillé de l'activité intégrant les recommandations des évaluateurs
- Demande de paiement
- Relevé d'identité bancaire dédié à l'activité et précisant les données suivantes :

Intitulé : Banque : Code banque : Code agence : Numéro de compte : Clé RIB : IBAN : SWIFT code : Banque intermédiaire : IBAN-SWIFT

Le versement de la première tranche est effectué dans un délai de 15 jours à compter de la validation des documents par la COI.

2. Conditions de paiement de la deuxième tranche (40%)

Afin de procéder au paiement du reliquat, le bénéficiaire devra soumettre les documents suivants après la fin de l'activité :

- Preuve de la réalisation du projet de co-création
- Rapport narratif d'activités accompagné de tout élément de communication
- Rapport financier détaillé accompagné des pièces justificatives
- Demande de paiement

Les pièces devront être envoyés par voie électronique et en originale.

Le montant final du reliquat est établi en fonction des dépenses dûment éligibles et approuvées par la COI. Le versement du reliquat est effectué dans un délai de 30 jours à compter de la validation des documents par la COI.

3. Rétrocession

Les fonds non utilisés à la fin de la période d'éligibilité seront reversés par le bénéficiaire à la COI sur le compte du projet ICC, au moins deux mois après la validation du rapport financier par la COI.

Annexe D : Modèle de demande de paiement

En-tête du Partenaire

<Date de la demande de paiement>

À l'attention de Commission de l'océan Indien Projet régional de développement des industries culturelles et créatives (ICC) en Indianocéanie

Numéro de référence du contrat de subvention : Intitulé du contrat de subvention : Nom et adresse du bénéficaire : Numéro de la demande de paiement :

Madame, Monsieur,

J'ai l'honneur de vous demander [le versement du montant] au titre du contrat mentionné cidessus.

Le montant demandé est < conformément à l'article 4 de l'annexe III du contrat : ...> euros. Les pièces justificatives jointes sont les suivantes :

[en fonction de la demande de paiement]

Le paiement doit être effectué sur le compte bancaire suivant : <<mark>indiquez le numéro de compte figurant sur le Relevé d'identité bancaire fourni pour l'identification de ce compte> dont le Relevé d'identité bancaire (RIB) est annexé au contrat.</mark>

Déclaration sur l'honneur

Je certifie que les renseignements fournis dans la présente demande de paiement sont complets, fiables et sincères, et étayés par des pièces justificatives adéquates et vérifiables. Je certifie également que les coûts déclarés ont été supportés conformément aux dispositions du contrat et qu'ils peuvent être considérés comme éligibles conformément aux dispositions du contrat.

Veuillez agréer, Madame, Monsieur, l'expression de notre haute considération.

Signature Nom du représentant Titre

Annexe E : Convention de transfert de propriété d'équipements et de matériels au bénéficiaire

Titre du projet : **Projet régional de développement des industries culturelles et créatives** (ICC) en Indianocéanie

Titre et référence de la subvention : **Fonds de co-création Indianocéanie,** ref xxx Titre de l'activité approuvée pour subvention : Numéro du contrat :

A la date du présent document, l'équipement et les matériels dont la liste figure ci-dessous:

Article numéro	Description de l'article	Numéro d'identification ⁹	Quantité	Coût d'achat à l'origine

sont transférés sous les conditions suivantes :

<u>Organisation de laquelle les biens sont transférés :</u> Nom de l'organisation transférant l'équipement : Nom du représentant : Titre :

<u>Organisation à laquelle les biens sont transférés :</u> Nom de l'organisation à laquelle l'équipement est transféré : Nom du représentant : Titre :

Les deux parties reconnaissent que, dans le cadre de ce transfert de propriété, tous les droits et obligations concernant l'équipement et le matériel sont transférés à [insérer le nom de l'organisation à laquelle les biens sont transférés].

Quand le bien en question nécessite un enregistrement administratif et des taxes, [insérer le nom de l'organisation à laquelle les biens sont transférés] s'engage à mener à bien les formalités imposées relatives aux biens et à payer les taxes afférentes.

[insérer le nom de l'organisation à laquelle les biens sont transférés] accepte aussi de laisser la COI, l'AFD ou les auditeurs qu'elles nomment, à accéder aux biens pour procéder aux contrôles concernant le projet cité.

Fait à ______ le _____

Organisation de laquelle les biens sont transférés Organisation à laquelle les biens sont transférés

Signature Nom du représentant Titre Signature Nom du représentant Titre

<Date de la demande de paiement><Date of payment request>

⁹ Si l'article transferé a un numéro unique d'identification, veuillez l'indiquer (par exemple le numéro de série de l'ordinateur, etc)

[le versement du montant] [the payment of the amount]

<conformément à l'article 4 de l'annexe III du contrat :> <in accordance with Article 4 of Annex III to the contract:>

[en fonction de la demande de paiement] [depending on the payment request]

<indiquez le numéro de compte figurant sur le Relevé d'identité bancaire fourni pour l'identification de ce compte> <insert the account number shown on the Bank Identification Statement provided for the identification of this account>

[insérer le nom de l'organisation à laquelle les biens sont transférés]. [insert name of organisation to which assets are transferred]