



COMMISSION DE  
L'OCEAN INDIEN



**Support to cultural and  
artistic events  
Cycle 2**

Supporting Events

**Guidelines  
for "Support to cultural and artistic events"  
grant applicants  
Cycle II**

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  
cultural and creative industries (ICC) in Indianoceanica**

Référence:  
**COI/ICC/2025/51**

**Launch date: February 07, 2025  
Submission deadline: Mars 24, 2025**

## **NOTE**

This is an open call for proposals. All documents must be submitted at the same time. After the eligibility check and evaluation of applications, the creditworthiness of provisionally selected applicants will be verified on the basis of the supporting documents requested by the contracting authority and the signed "Applicant's Declaration", sent at the same time as the complete application.

## Table of Contents

<b>CONTEXT</b> .....	5
<b>CONDITIONS FOR THE AWARD OF GRANTS</b> .....	<i>Erreur ! Signet non défini.</i>
<b>1. Objectives of the subsidy program</b> .....	<i>Erreur ! Signet non défini.</i>
<b>2. Amount of grant envelope</b> .....	<i>Erreur ! Signet non défini.</i>
<b>3. General Rules</b> .....	<i>Erreur ! Signet non défini.</i>
3.1. Profile of applicants .....	8
3.2. Eligible Actions.....	<i>Erreur ! Signet non défini.</i>
3.3. Eligible costs and budget.....	<i>Erreur ! Signet non défini.</i>
<b>4. Request's Presentation and Procedures to be Followed</b> .....	14
4.1. Preparing your application .....	14
4.2. Submitting your application .....	<i>Erreur ! Signet non défini.</i>
4.3. Further information about requests .....	<i>Erreur ! Signet non défini.</i>
<b>5. Selection process</b> .....	<i>Erreur ! Signet non défini.</i>
5.1. Step 1: Opening, Administrative Check .....	16
5.2. Stage 2: assessment of the complete application by the jury members.....	16
5.3. Step 3: Validation of the allocation list.....	17
5.4. Step 4: Publication of results .....	17
<b>6. Contractualisation</b> .....	18
6.1. Permissible changes .....	<i>Erreur ! Signet non défini.</i>
<b>CONDITIONS OF IMPLEMENTATION FOLLOWING THE CONTRACTING</b>	
<b>AUTHORITY'S DECISION TO AWARD A GRANT</b> .....	<i>Erreur ! Signet non défini.</i>
<b>Appendix A: Declaration of integrity</b> – .....	20
<b>Appendix B: Model grant award contract</b> .....	26
<b>Appendix C: Grant payment terms</b> .....	30
<b>Appendix D: Model payment request</b> .....	31
<b>Appendix E: Agreement transferring ownership of equipment and materials to the beneficiary</b> .....	32

## Regional project for the development of cultural and creative industries (CCI) in Indianoceanica

### CONTEXT

The Indian Ocean Commission (IOC) is an intergovernmental organisation comprising five member states: the Union of the Comoros, France on behalf of La Réunion, Madagascar, Mauritius and the Seychelles. The only regional organisation in Africa made up exclusively of islands, it defends the specific characteristics of its member states on the continental and international stages.

With the active support of some ten international partners, including the Agence française de développement (French Development Agency, AFD), the IOC gives substance to regional solidarity through cooperation projects covering a wide range of sectors: sustainable management of natural environments and resources, public health, maritime safety, culture... This accumulated experience has turned the IOC into a key player in the region's diplomatic landscape, helping to achieve the Sustainable Development Goals. For almost 40 years, the IOC has been spearheading collective action in the Indian Ocean region, which is vulnerable by nature but ambitious by choice.

Agence française de développement (AFD) implements France's development and international solidarity policies. Through its funding activities destined to public sector players and NGOs, its research and publications (Editions AFD), its training on sustainable development (Campus AFD) and its awareness-raising activities in France, AFD finances, supports and accelerates France's development and international solidarity policies.

[www.afd.fr](http://www.afd.fr)

In February 2022, the IOC and AFD signed a five-year, EUR 5.1 million financing agreement for the implementation of the regional project for the development of creative and cultural industries (CCI) in Indianoceanica. The beneficiaries of the project are the IOC member states and Mozambique. La Réunion, which is not a direct beneficiary of the project, is included in its scope of intervention.

By targeting cultural players and creative industries, the project will also help to boost CCIs, which are likely to act as important levers for socio-economic development, both locally and regionally.

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

Taking into account the double leverage represented by the cultural sector, the IOC General Secretariat, with the support of AFD, has set up this regional project, which aims to "Build more inclusive human societies through the stimulation of the regional cultural sector", and is broken down into 25 activities grouped into four components corresponding to the project's specific objectives, namely :

1. Strengthen cultural infrastructures to provide territories with adequate spaces and **promote a heritage that is rich in meaning** for the local population;
2. **Stimulate the cultural ecosystem** to create wealth and promote equal access to culture;
3. **Strengthen the skills of cultural players** through high-quality training programs that can benefit the cultural ecosystem.
4. **Support the sector's governance** to ensure a favorable framework for the development of CCIs and improve the quality of jobs.

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

All the project's interventions must therefore include **specific attention to gender issues**, to ensure that the project contributes to strengthening gender equality.

In order to ensure that the project contributes to strengthening gender equality, a gender diagnosis was carried out from October to December 2022. This diagnosis led to the development of a gender action plan (GAP) based on three priority objectives:

1. Strengthen the representation and inclusion of women in CCIs
2. Combat gender-based violence (GBV) in CCIs
3. Promote women's economic empowerment in CCIs

## CONDITIONS FOR THE AWARD OF GRANTS

### 1. Objectives of the subsidy program

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

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

The present "Support for cultural and artistic events" grant will be awarded under a call for project proposals (APP) and aims to:

1. **Support cultural and artistic events** that promote the development of the Indian Ocean art market, with a view to ensuring their long-term survival;
2. **Promote inter-island exchanges** and the creation of professional networks in CCIs;
3. **Increase the visibility of cultural and artistic events** in the Indian Ocean, both regionally and internationally.

As the ICC project aims to bring about 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 grant envelope

The indicative total amount made available under this call for projects is **seventy-five thousand euros (EUR 75,000)**. The contracting authority reserves itself the possibility not to allocate all available funds.

Any grant requested under this call for proposals must not exceed **fifteen thousand euros (15,000 EUR)**.

At the request of the beneficiary, an « **Assistance for the Export of Works** » of up to **2,000 EUR** may be awarded in addition to this grant..

The two subsidies may be combined, but applicants may not apply for the export subsidy alone.

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

### 3. General Rules

These guidelines define the rules for the submission, selection and implementation of actions financed under the CCI project grants awarded by the IOC.

#### 3.1. Profile of applicants

To be eligible for a grant, applicants must:

- Be an organisation that has been in existence for at least one year (non-governmental organisation, association, foundation, sector operator);
- Not have profit as its sole purpose of activity;
- Be established<sup>1</sup> in one of the ICC project's beneficiary countries: **Comoros Union, Madagascar, Mauritius, Seychelles, Mozambique;**
- Be directly responsible for the preparation and management of the project, and not act as an intermediary;
- Abide by the compliance rules defined by IOC and AFD, and not be subject to any restriction or sanction imposed by national or international technical and financial partners.

The following are not eligible to participate in calls for proposals or to receive grants:

- Potential applicants in one of the situations described in the Declaration of Integrity in Appendix A.
- Applicants in a situation of conflict of interest with the ICC project team and the IOC (family members, technical and financial partners of the IOC, representatives of States to the IOC).
- Applicants with an unfinished grant contract with the IOC.

#### 3.2. Eligible Actions

##### Sector of activity:

Applicants must work in one of the following sectors:

- Visual arts ;
- Performing arts;
- Music;
- Audiovisual/cinematography;
- Literature and publishing;
- Architecture and design ;
- Digital Arts;
- Multidisciplinary Expressions.

##### Duration

The initial duration of an action may not be less than **five days** nor exceed **30 days**.

##### Geographical coverage

Actions must be implemented in one of the following countries: **Comores Union, Madagascar, Mauritius, Seychelles, La Réunion/France, Mozambique.**

##### Types of activity

The following activities are eligible within the framework of this grant:

- Organisation of a recurring cultural and/or artistic event such as a festival, fair, competition or exhibition;
- Organisation of meetings cycles such as conferences, roundtables, seminars and forums;
- Training workshops on organisational management of cultural structures.



These activities can be organised either face-to-face or in a hybrid format, and must be **regional in scope**.

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

- The organisation of a cultural and/or artistic event promoting the participation and representation of women;
- Organisation of thematic meetings on the valorisation of women in CCIs and/or aimed at combating gender-based violence in the sector;
- Training workshop for the development of an internal policy for the prevention of discrimination and gender-based violence.

Priority will be given to activities carried out by women-led organisations..

The following activities are not eligible:

- First edition of a cultural and/or artistic event;
- Construction or rehabilitation of a site for the organisation of events;
- Meetings aimed solely at the production or creation of an artistic work.

### Visibility

Each beneficiary must ensure the visibility of the event support fund, in accordance with the communication guide provided by the IOC, using the latter's logo, its ICC project's and the AFD'. When communicating on its activities financed by the grant, it will mention "*This activity is supported by the Indian Ocean Commission within the framework of the regional project for the development of cultural and creative industries in Indianoceanica, financed by AFD*".

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

Applicants must respect the objectives and priorities and ensure the visibility of IOC funding in accordance with the communication guide provided by the contracting authority.

### Number of applications and grants per applicant

- Applicants may not submit more than one application for this grant;
- Applicants with a current grant who have not yet obtained validation of the final activity report may not submit a new application;
- The applicant can not be at the same time a partner in another application concerning the same grant.

### *3.3. Eligible Costs and Budgets*

Only the following costs can be eligible for this grant:

- Human resources (coordination, administration and finance, programming, communication)
- Services (technician, consultant, moderator, speaker)
- Cost incurred by operators invited to the event (airfare and per diem)
- Conference organisation costs (room rental, catering)
- Artistic production (artist's fee, supplies)
- Technical management (equipment rental and installation, temporary staff)
- Production of communication tools (printing, networks, video)
- Purchase of materials and equipment under 250 euros each.

The following costs **are not eligible**:

- Beneficiaries' recurring expenses (monthly rent, electricity and water bills), which are

nonetheless partly covered by indirect administrative costs expressed as a percentage of final eligible costs in the budget;

- Debts and debt servicing costs (interest);
- Provisions for possible future losses or debts;
- Costs declared by the beneficiary(ies) and financed by another action or work program benefiting from an IOC grant;
- Purchases of materials and technical equipment costing more than 250 euros each, unless these purchases are essential for the direct implementation of the action, in which case their ownership must be transferred at the end of the activity in accordance with Appendix D;
- Infrastructure construction and rehabilitation;
- ForEx losses;
- Loans to third parties.

In addition, the applicant may apply for "*Aid for exporting works*", according to **the eligible costs** below:

- Additional luggage
- Air and sea freight
- Customs and transit fees
- Logistical services (forwarding agent, administrative facilitation, parcel delivery, packaging, insurance, overland transport, handling).

The works supported by this grant must be an integral part of the event. The countries of destination must correspond to the place where the project is implemented.

Eligible costs will be reimbursed on the basis of costs actually incurred and disbursed by the beneficiary(ies) and subject to validation of the following requested supporting documents:

Eligible costs	Supporting documents
<b>Human Ressources<sup>2</sup></b> <b>Service</b>	<b>Salary:</b> contract and proof of payment <b>Artist's fee:</b> contract with the artist, proof of payment (bank transfer, cheque, cash receipt); <b>Technical service:</b> service contract, proof of payment (bank transfer, cheque, cash receipt) <b>Consultant's fee:</b> consultancy contract, proof of payment (bank transfer, cheque, cash receipt) and consultant's report
<b>Travel expenses</b>	<b>Air transport:</b> plane ticket + invoice + boarding pass <b>Land, rail and sea transport:</b> ticket + invoice <i>All invoices relating to the purchase of tickets must clearly indicate the name of the traveller, the destination, the date and the cost of the journey.</i> <b>Per diem:</b> Receipt/statement of payment duly signed by the beneficiary <b>Visa:</b> Receipt for payment of visa, copy of visa received or reply to application (if refused)
<b>Production costs</b>	<b>Purchase of equipment:</b> Signed and stamped invoice, delivery note, order form <b>Room hire:</b> Invoice and proof of payment (bank transfer, cheque, cash receipt), order form <b>Equipment hire:</b> Invoice and proof of payment (bank transfer, cheque, cash receipt) order form <b>Catering:</b> Invoice and proof of payment (bank transfer, cheque, cash receipt), daily attendance sheet, order form <b>Communication tools:</b> Invoice, proof of payment (bank transfer, cheque, cash receipt) and at least two copies per deliverable, order form
<b>Overheads<sup>3</sup></b>	<b>Internet connection:</b> simcard invoice + internet package <b>Cost of sending supporting documents:</b> invoice and proof of payment, mail tracking number
<b>Export of works</b>	<b>Additional baggage:</b> Invoice + receipt or proof of payment <b>Air and sea freight:</b> Invoice + receipt or proof of payment, dispatch and delivery note <b>Customs and transit charges:</b> Invoice + receipt or proof of payment <b>Logistics service providers (forwarding agent, administrative facility, parcel dispatch, packaging, insurance, overland transport, handling) :</b> Invoice + receipt or proof of payment

Supporting documents must be submitted in both electronic and original form. The beneficiary must submit the original documents or copies certified as true copies by the IOC.

Applicants agree that checks on the expenditure covered by the grant contract will be carried out by the contracting authority, which reserves itself the right to reject certain expenditure. Supervision missions are planned to ensure unannounced checks on the administrative, financial and technical management of the activity.

Consequently, it is in the applicants' interest to provide a **realistic and cost-effective budget**.

Sound management is expected from beneficiaries within the framework of the contractual arrangements established with the IOC, and in particular those governing financial and administrative management. Beneficiaries are responsible for ensuring that the "Support for Events" grant is used correctly and in accordance with IOC guidelines.

The IOC reserves itself the right to carry out a credit check during the assessment of applications and before the contract is drawn up.

#### Contingency Reserve

The budget may include a contingency reserve not exceeding 5% of the estimated eligible direct costs. This can only be used with **the prior written authorisation** of the contracting authority.

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<sup>2</sup> The amount allocated to human resources must not exceed 25% of the requested budget.

<sup>3</sup> Overheads must not exceed 7% of the requested budget.

## **4. Request's Presentation and Procedures to be Followed**

### *4.1. Preparing your application*

Applications must be submitted online on the [Kiltir.org](http://Kiltir.org) [Call for tenders](#) platform in accordance with the instructions set out in these guidelines and must comply with the grant form available at the following link:

« Event Support » - Application Form

#### **Applicants must provide as separate files :**

1. The completed application form, together with the signed declaration of integrity and letter of commitment (attached to the form).
2. The budget (in the provided template)
3. The checklist (Section 4 of the form).

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

**Failure to sign the form, the declaration of integrity and the letter of commitment will result in the application being considered unreceivable. .**

**Submission of the budget in a format other than that provided on the application form will render the application ineligible.**

Any error or major deviation from the application instructions may result in the application being rejected.

Applicants must complete the full application form as carefully and clearly as possible to facilitate its assessment.

Please note that only the full application form and the published annexes to be completed (budget and declaration) will be sent to the evaluators (and, if applicable, to the assessors). It is therefore very important that these documents contain ALL the relevant information concerning the action.

The lead applicant must also attach the additional documents listed in the checklist (section 1.4 of the application form).

### *4.2 Submitting your application*

Complete applications (completed application form and signed declaration) must be submitted to [www.kiltir.org](http://www.kiltir.org) before **midnight (Mauritius time, GMT+4) on Monday 24 March 2025**.

**To apply, click [HERE](#)**

**<https://kiltir.org/actualites/soutien-aux-evenements-culturels-cycle-ii>**

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

### 4.3 Further information about requests

Applicants may send their questions by e-mail no later than Wednesday 05 February 2025 to the addresses below, clearly indicating the grant reference to: [culture@coi-ioc.org](mailto:culture@coi-ioc.org); [smc@coi-ioc.org](mailto:smc@coi-ioc.org)

With the subject line: **IOC-ICC |Grant application for Event Support**

Responses will be sent no later than 10 days before the deadline for submission of complete applications.

The Contracting Authority is not obliged to provide clarification on questions received after **Friday, February 7, 2025.**

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

Questions will not be answered individually. All questions and answers, as well as other important information provided to applicants during the evaluation process, will be published on [www.kiltir.org](http://www.kiltir.org) and [www.commissionoceanindien.org](http://www.commissionoceanindien.org) as required. Applicants are therefore advised to consult the websites regularly to keep abreast of the questions and answers published.

A monthly information session will be held every **last Thursday of the month** :

ICC Konèk - Registration link for January 30, 2025

#### **Indicative calendar**

	DATE
1. Information meeting	07 March 2025
2. Deadline by which any request for clarification must be sent to the contracting authority	05 March 2025
3. Deadline for the Contracting Authority to respond to requests for clarification	14 March 2025
4. Deadline for submission	24 March 2025
8. Notification of award	15 June 2025
9. Contract signature	15 July 2025

### **5. Selection process**

Applications will be examined and assessed by the contracting authority with the assistance of external assessors. All applications will be assessed according to the stages 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 of Part B, the application will be rejected solely on that ground.

### 5.1. Step 1 : Opening, Administrative Check

At the opening and administrative verification stage, the following elements will be assessed:

- Compliance with the deadline. Failure to do so will result in automatic rejection of the application;

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

Only compliant applications will be considered for assessment.

### 5.2. Step 2 : assessment of the complete application by the jury members

All applications deemed compliant will be examined by a selection committee made up of an external jury under the supervision of the ICC project team.

The **evaluation criteria** are divided into sections and sub-sections.

Each sub-heading is given a score between 1 and 5 as follows: 1 = very inadequate; 2 = inadequate; 3 = satisfactory; 4 = good; 5 = very good.

<b>Criteria</b>	<b>Note</b>
<b>1. Relevance</b>	<b>20</b>
1.1. How relevant is the proposal to the objectives and priorities of the grant, to the specific themes/sectors/areas or to any specific requirements mentioned in the Guidelines for Applicants? Are the expected results of the action in line with the priorities established for applicants?	5
1.2. How relevant is the proposal to the particular needs and constraints of the target country(ies) or region(s)?	5
1.3. Are the participants (final beneficiaries, target groups) clearly defined and strategically relevant? Have their needs and constraints been clearly defined and are they adequately addressed in the proposal?	5
1.4. Does the proposal contain elements that bring particular added value to the participation, inclusion and empowerment of women?	5
<b>2. Design of the action</b>	<b>25</b>
2.1. How coherent is the overall design of the action? Does the proposal indicate what results the action is expected to achieve?	10
2.2. Does the design reflect a sound analysis of the existing problems and the capacities of the stakeholders involved?	5
2.3. Are activities feasible and consistent with expected results (including timetable)?	5
2.4. To what extent does the proposal take into account relevant cross-cutting issues, such as environmental/climate change issues, the promotion of gender equality and equal opportunities, the needs of people with disabilities, minority and indigenous rights, youth in the target country/region?	5
<b>3. Financial and operational capacity</b>	<b>20</b>
3.1. Do the applicants and, if applicable, their affiliated entity(ies) have sufficient in-house project management experience?	5



Criteria	Note
3.2. Do the applicants and, if applicable, their affiliated entity(ies) have sufficient in-house technical expertise (in particular, knowledge of the issues to be addressed)?	5
3.3. Do the applicants and, if applicable, their affiliated body(ies) have sufficient internal management capacity (in particular as regards staff, equipment and the ability to manage the budget for the action)?	5
3.4. Does the lead applicant have stable and sufficient sources of funding? Other than this grant	5
<b>4. Durabilité de l'action</b>	<b>15</b>
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, learning from experience and sharing knowledge?	5
4.3. Are the expected results of the proposed action sustainable? - financially (e.g. funding of follow-up activities, sources of income to cover all future operating and maintenance costs) - institutionally (will the structures enable the results of the action to be maintained once it has ended? Will there be local ownership of the results of the project?) - environmental (if applicable) (will the action have a positive/negative impact on the environment?)	5
<b>5. Budget and cost-effectiveness of the action</b>	<b>20</b>
5.1. Are activities adequately reflected in the budget?	/ 10
5.2. Is the ratio between estimated costs and results satisfactory?	/ 10
<b>Maximum Total Score</b>	<b>100</b>

If the total score for section 3 (Financial and operational capacity) is less than 12, the application is rejected. Similarly, the application will be rejected if at least one of the sub-sections in section 1 receives a score of 1.

Any application scoring **less than 70/100** will be deemed **ineligible**.

After assessing the applications, the evaluation committee makes a final recommendation to the IOC's Education and Training, Culture, Health, Gender and Entrepreneurship Project Officer, who decides on the allocation of grants according to the available budget.

#### 5.3. Step 3 : Validation of the allocation list

Applications selected by the jury will be validated by the Agence française de développement (AFD) and the IOC's Education and Training, Culture, Health, Gender and Entrepreneurship Project Officer, depending on the budget available for this award cycle.

#### 5.4. Step 4 : Publication of results

The results of the award cycle will be published on the [www.kiltir.org](http://www.kiltir.org) platform and the IOC's social networks. There is no appeal recourse; the decision is final.

Beneficiaries will be officially notified by e-mail and must confirm acceptance of the grant by sending an official letter to the IOC's Education and Training, Culture, Health, Gender and Entrepreneurship Project Officer.

## **6. Contractualisation**

Each beneficiary will receive a proposed contract (Appendix B) setting out all the conditions governing the grant and the related financial terms and conditions.

The contracting authority reserves itself the right to cancel the grant if the beneficiary does not meet the conditions or does not provide the documents required to draw up the contract.

If the grant is awarded to the applicant, beneficiaries will receive :

- 60% on signing the contract
- 40% after submission of the final report, within three (3) months of the last day of the event.

If the activity report has not been submitted within this timeframe, with the supporting documents, IOC will request reimbursement of the entire mobility grant<sup>4</sup>.

Payment of the 40% will be made after validation by IOC of the final mobility report.

<sup>4</sup> Failure to comply with contractual obligations may result in legal action and automatic ineligibility for other ICC project activities.

### 6.1. *Permissible changes*

All changes must be notified to the IOC for approval. Only the following changes will be authorised:

- Change in the date of the event, without exceeding the total duration granted;
- Change of guest names (if applicable).

In the event of definitive cancellation of the action, the beneficiary must inform the IOC and reimburse the expenses incurred, except in the cases of force majeure listed below:

- New national restrictions on freedom of movement linked to COVID-19 or other health crises (or in the event of infection);
- War/Major political crisis;
- Natural disasters.

### ***CONDITIONS OF IMPLEMENTATION FOLLOWING THE CONTRACTING AUTHORITY'S DECISION TO AWARD A GRANT***

Once the decision has been made to award a grant, the beneficiary or beneficiaries are offered a contract based on the standard grant contract (Appendix B).

## **DEONTOLOGY AND CODE OF CONDUCT**

### a) No conflict of interest

No applicant should be in a position of conflict of interest or have any equivalent relationship with other applicants or parties to the project. Any attempt by an applicant to obtain confidential information, to enter into illicit agreements with competitors or to influence the evaluation committee or the contracting authority during the procedure for examining, clarifying, evaluating and comparing applications will result in the rejection of the application and expose the applicant to administrative sanctions in accordance with the financial regulations in force.

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

Applicants and their staff must respect 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 with applicable core labor standards, as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining, on the elimination of forced or compulsory labour, and on the abolition of child labour).

### **Zero tolerance for sexual exploitation and abuse:**

The (European???) IOC has a "zero tolerance" policy with regard to any misconduct affecting an applicant's professional credibility.

Corporal punishment or physical violence, threats of physical violence, sexual abuse or exploitation, harassment and verbal abuse, and all other forms of intimidation are prohibited.

### c) Fighting corruption

Applicants must comply with all applicable anti-corruption laws, regulations and codes of conduct. The IOC reserves itself 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 execution 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 illicit payment, gift or gratuity to any person as an inducement or reward to perform or refrain from performing acts relating to the award of a grant or the execution of a contract already concluded with the contracting authority.

d) Extraordinary Commercial Expenses

Any application will be rejected or any contract terminated if it is found that the award of the grant or the execution of the project has given rise to extraordinary commercial expenses. Extraordinary commercial expenses are commissions which are not mentioned in the main contract or which do not result from a contract duly awarded with reference to the main contract, commissions which are not paid in exchange for an effective legitimate service, commissions paid in a tax haven, commissions paid to a beneficiary who is not clearly identified or to a company which has all the appearance of a shell company.

Grant beneficiaries who are found to have paid unusual commercial expenses are liable, depending on the seriousness of the facts, to have their contracts terminated, or even to be permanently excluded from IOC-managed funding.

e) Failure to meet obligations ; irregularities or fraud

The contracting authority reserves itself the right to suspend or cancel the procedure if the award procedure is found to have been vitiated by a breach of duty, irregularities or fraud. Where a breach of duty, irregularity or fraud is discovered after the contract has been awarded, the contracting authority may refrain from concluding the contract.

**Appendix A : Declaration of integrity –  
Undertaking on the part of the beneficiary concerning integrity and the fight against  
corruption**

DONE BY [Applicant's name]  
(the « **Beneficiary** »)<sup>4</sup>

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

Award's name: AléVini, Regional Mobility's Support Fund  
(the « **Act of Retrocession** »)

On behalf of the Beneficiary,

1. We acknowledge and accept that the Agence française de développement ("AFD" or "the Agency") finances the Grantor's projects only on its own terms, which are determined by the Grant Agreement that links it directly or indirectly to the Grantor. Consequently, there can be no legal link between AFD and the Beneficiary. The Retrocedor refers to the entity which 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:

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<sup>4</sup> The person signing this undertaking on behalf of the consortium shall attach to it the power of attorney granted by each concerned consortium member.

(a) Be in a state of, or having been the subject of, bankruptcy, liquidation, judicial settlement, safeguard or cessation of activity proceedings, or be in any analogous situation resulting from proceedings of a similar nature;

(b) To have been the object of :

- i. A conviction handed down within the last five years by a judgment having the force of res judicata in the country where the project covered by the deed agreement is 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 any additional information which would allow us to consider that this conviction is not relevant in the context of this Act of Retrocession);
  - ii. An administrative sanction pronounced 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 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 article 136 of the European Union's Financial Regulation (in the event of such a sanction, we can attach to this Integrity Statement any additional information that would make it possible to consider that this sanction is not relevant in the context of this Act of Retrocession);
  - iii. A conviction handed down less than five years ago by a judgment having 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 sanction referred to in subparagraphs (i) to (iii) above that was handed down more than five years ago but is currently still being enforced;
    - c) Have been terminated to our exclusive detriment within the last five years for a serious or persistent breach of our contractual obligations during the performance of a contract, provided that this sanction has not been contested by us or given rise to a court decision overturning the termination to our exclusive detriment;
    - d) Not having fulfilled our tax payment obligations in accordance with the legal provisions of the country in which we are established or the country in which the Retrocedor/Grantor is established;
    - e) Be subject to an exclusion decision pronounced by the World Bank and appear as such on the list published at the e-mail address <http://www.worldbank.org/debarr> (in the event of such an exclusion decision, we may attach to this Declaration of Integrity additional information which would allow us to consider that this exclusion decision is not relevant in the context of the present retrocession deed);
    - f) Filing false documents or making false declaration(s) in providing the information required by the Retrocedor under this Deed of Retrocession.
3. We certify that we are not, and none of the members of our consortium or our suppliers, contractors, consultants and subcontractors are, in any of the following conflict of interest situations:
- g) Shareholder controlling the Retrocedor or subsidiary controlled by the Retrocedor, unless the resulting conflict has been brought to the attention of the Retrocedor/Grantor and resolved to its satisfaction.
  - h) Have business or family relationships with a member of the Grantor's staff involved in the call for projects, unless the resulting conflict has been brought to the attention of the Grantor and resolved to her/his satisfaction;
  - i) Control or be controlled by another beneficiary, be under the control of the same company as another beneficiary, receive from another beneficiary or

award to another beneficiary directly or indirectly grants, 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 Grantor;

j) Be engaged towards an intellectual service mission which, by its nature, is likely to prove incompatible with our missions on behalf of the Grantor;

c) In the case of the Grantor's call for projects procedures:

i. To have ourselves prepared or 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 Retrocession Act.

4. We certify that neither we nor any of the members of our consortium, nor any of our shareholders, suppliers, contractors, consultants and subcontractors, nor any of the groups or entities directly or indirectly benefiting from our financial support using Grant funds, are on the lists of financial sanctions adopted by the United Nations, the European Union and/or France, relative in particular to combatting the financing of terrorism and breaches of international peace and security<sup>5</sup> ;

5. We hereby certify

a) that 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 the present contract, the Beneficiary shall immediately replace, without compensation from the Grantor, any member of its staff in such a situation..

b) that our staff must refrain from engaging in any activity or receiving any benefit that conflicts with our obligations under the contract;

c) that we have taken all necessary measures to prevent or put an end to any situation - in particular any conflict of interest - which might compromise the impartial and objective execution of this Act 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 any prohibited act in the context of the Retrocedor's call for projects, and we undertake not to do so, in accordance with Agence française de développement's general policy on preventing and combating corruption, fraud, competitive practices, money laundering and the financing of terrorism, which is consultable on the Agence française de développement website<sup>6</sup>.

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

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

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<sup>5</sup> For information purposes, the Grantor provides the following references. For lists maintained by the United Nations, the following website can be consulted: <https://www.un.org/sc/suborg/fr/sanctions/un-sc-consolidated-list>

For lists maintained by the European Union, the following website can be consulted: <https://www.sanctionsmap.eu> ou [https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_fr](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_fr)

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

<sup>6</sup> Solely for information: <https://www.afd.fr/fr/ressources/lutte-contre-la-corruption-politique-generale-du-groupe-afd-2020> (the link being liable to be modified within AFD'S website.

- a) The perpetration of any of the underlying offences listed in the FATF 40 Recommendations under the heading "designated categories of offences"<sup>7</sup> 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 harm the European Union budget and involving i) the use or presentation of false, inaccurate or incomplete statements or documents, resulting in the misappropriation or unlawful retention of funds or any unlawful reduction in the resources of the general budget of the European Union; ii) the non-disclosure of information having the same effect; and iii) the misappropriation of such funds for purposes other than those for which they were originally granted.
9. We hereby certify that we, or any member of our consortium, or any of our suppliers, will not acquire or supply equipment or operate in areas 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 norms adopted 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 the environmental and social risk mitigation measures indicated in the environmental and social management plan provided by the Grantor.
  11. We hereby certify that we have internal procedures which provide that we, our suppliers, agents or employees may not receive or agree to receive from any person or offer or propose to give or procure to any person any gift, gratuity, commission or fee as an inducement or reward for performing or refraining from performing any act in connection with the execution of this Act of Retrocession or for favoring or disfavoring 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 conduct for associations", published on its website<sup>8</sup>.
  13. We undertake to use our best endeavours to avoid providing directly or indirectly financial support 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. The Conventions and Protocols can be consulted from the website: <http://legal.un.org/ola/FR/Default.aspx> or (ii) Any offence referred to in Articles 3 to 10 of Directive (EU) 2017/541 of March 15, 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, by its nature or context, such act is intended to intimidate a population or to compel a government or an international organisation to do or abstain from doing any act.
  14. We undertake to inform without delay the Grantor , that will if necessary inform AFD of any change in the situation during the implementation of the Act of Retrocession,

<sup>7</sup> [http://www.fatf-gafi.org/media/fatf/documents/recommendations/Recommandations\\_GAFI.pdf](http://www.fatf-gafi.org/media/fatf/documents/recommendations/Recommandations_GAFI.pdf)

<sup>8</sup> For information purposes and without the Beneficiary being able to rely on the references provided, the guide as published on January 27, 2015 can be consulted at the following address: <https://www.tresor.economie.gouv.fr/Institutionnel/Niveau3/Pages/13d1cb87-cf27-49ca-ad57-dc2855a2b26e/files/af9b595d-2404-4d95-9e56-2b61e2ed55be>

including any suspicion relating to the prohibited situations referred to in link to points 2 to 13 above, and we will take all necessary steps to remedy any change in the situation in a manner satisfactory to the Grantor, including stopping the use of the Grant granted by the Grantor to finance the activity. The Grantor reserves the right to verify that such measures are appropriate and may require that additional measures be taken if necessary.

15. We, Ourselves, the members of our consortium, our suppliers, contractors, consultants and subcontractors authorise the Grantor and/or AFD, as the case may be, to carry out investigations and in particular to examine the documents and accounting records relating to the call for projects and the execution of the Subproject and to submit them for verification to auditors appointed by AFD, as the case may be.

Name: \_\_\_\_\_ As \_\_\_\_\_<sup>9</sup>:

Duly authorised to sign for and on behalf of: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

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<sup>9</sup> Specify "Consortium Leader" if applicable.



## Gender Commitment Letter

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

Thus, within the Strengthening framework of the Creative and Cultural Industries (CCI) in Indianoceanica implemented by the Indian Ocean Commission (IOC) and financed by the Agence française de développement, in the execution of the present service, the candidate/tenderer undertakes to:

- Identify and take into account gender inequalities in project implementation.
- Systematically prevent the risk of aggravating existing inequalities.
- Contribute to reducing gender inequalities.
- Ensure equitable gender participation in the choice of participants;
- To value and make heard the voices of women in all their diversity
- To refrain from making discriminatory judgments or remarks that may undermine the dignity of women, respecting their culture;
- To act with respect and avoid any act or conduct that could be construed as moral and/or sexual harassment;
- Use inclusive and 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;
- Apply equal pay for men and women 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 aggravated violations such as harassment and sexual abuse that have damaged the project's image.

Name: \_\_\_\_\_ As<sup>10</sup>: \_\_\_\_\_

Duly authorised to sign for and on behalf of: \_\_\_\_\_

Signature : \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

## **Appendix B : Model Grant Award Contract**

**The Indian Ocean Commission**, an intergovernmental organisation with headquarters at Blue Tower, rue de l'Institut, Ebène, Mauritius, represented by JULIETTE JANIN, Project Officer (Chargée de mission).

Designated “ **IOC** ”, on the one hand

Name of the applicant

Hereinafter referred to as the “ **Beneficiary** ”, on the other hand,

### **BACKGROUND**

Agence française de développement, hereinafter referred to as “AFD”, and the Indian Ocean Commission (IOC) have signed Financing Agreement n°CZZ265601G, signed on February 18, 2022, for the implementation of the regional project for the development of Cultural and Creative Industries in Indianoecania (“CCI”).

### **WHEREAS:**

1. The “Customer” has approved the project submitted by the “Beneficiary” as presented in **Appendix A** to the Contract (hereinafter referred to as the “**Activity**”);
2. The Beneficiary, having demonstrated to the Customer that it has the required professional capacity, expertise and technical resources, and undertakes to carry out its Activity in accordance with the terms and conditions set out in the Contract;

The Customer has received funding from the Agence française de développement (hereinafter referred to as the “AFD”) to help finance the cost of the Services and proposes to use part of this funding to settle payments authorised under the Contract, being understood (i) that payments made by the AFD will only be made at the Customer's request and upon approval by the AFD, (ii) that such payments will be subject in all respects to the terms and conditions of the financing agreement between the Customer and AFD, and (iii) that no party other than the Customer may avail itself of any of the rights stipulated in the financing agreement or allege to have a claim on the financing.

NOW THEREFORE, the Parties have agreed as follows:

1. The purpose of this contract is the award, by the Indian Ocean Commission (IOC), of a “**Support for Cultural and Artistic Event**” grant (the “**Action**”) as defined in the Guidelines.

The beneficiary(ies) accept(s) the grant and undertake(s) to implement the Action under their responsibility within the framework of the ICC Project.

2. The following documents attached hereto are considered an integral part of the Contract:

Section I: Contract provisions

- a) General provisions;
- b) Specific provisions.

Section II: Grant Eligibility Criteria and Guidelines

Section III: Appendices

- Appendix A: Detailed presentation of approved activity;
- Appendix B: Activity report template

In the event of any discrepancy between the above documents, the following order of priority shall prevail for their interpretation: Approved activity (Appendix A). Any reference to the Contract shall be construed as including, unless the context otherwise requires, reference to the Appendices.

3. The respective rights and obligations of the Customer and the Beneficiary are those set out in the Contract, in particular:

- a) The Beneficiary shall carry out the activity in accordance with the terms of the Contract, and as described in Appendix A; and
- b) The Customer shall make payments to the Beneficiary in accordance with the provisions of the Contract below.

IN WITNESS WHEREOF, the Parties hereto have signed the Contract in their respective names on the day and year written above:

<b>Special Conditions</b>	
<b>Applicable Law</b>	The contract is governed by the laws and regulations applicable in the country: <b>Mauritius</b>
<b>The Addresses</b>	<u>Customer address</u> : INDIAN OCEAN COMMISSION BLUE TOWER - Rue de l'Institut Floor/Office number: 3 <sup>rd</sup> ; Ébène Country: MAURITIUS

<b>Special Conditions</b>	
	<p><u>Beneficiary address :</u></p> <p>Name of entity: ...</p> <p>Exact address: ...</p> <p>Country : ...</p> <p>Email:...</p> <p>Tel : (+...) ...</p>
<b>Amount of Grant</b>	<b>The Contract price is : Amount in EUR</b>
<b>Expenses eligible for subsidy</b>	Section 3.1.3
<b>Payment terms</b>	<p>The payment schedule is as follows</p> <ul style="list-style-type: none"> <li>- 60% upon signature of the contract</li> <li>- 40% after submission, within 3 months of the last day of the activity, of the final report with supporting documents deemed compliant.</li> </ul>
<b>Payment :</b>	<p><b>The account titles are :</b></p> <p>For payments in currency: ...</p> <p>Bank: ...</p> <p>Bank address: ...</p> <p>SWIFT : ...</p> <p>Account no.: ...</p> <p>IBAN : ...</p> <p><b><u>Intermediary bank (if applicable):</u></b></p> <p>Bank: ...</p> <p>Bank address: ...</p> <p>SWIFT : ...</p> <p>Account no.</p>
<b>Activity report</b>	The beneficiary is required to submit an activity report at the end of the project, using the template provided in Appendix B.

<b>Special Conditions</b>	
	If the activity report has not been submitted within 10 days, the Customer will request reimbursement of the entire grant.
<b>Payment of balance and supporting documents</b>	Payment of the balance will be made after validation of the report by the customer and verification of the following documents, depending on the type of assistance. The documents must be sent electronically, at the same time as the activity report.
<b>Communication</b>	The beneficiary must ensure the visibility of the grant on all communication media, by integrating the IOC and AFD logos preceded by the words “ <i>This activity is supported by the Indian Ocean Commission within the framework of the regional project for the development of cultural and creative industries in Indianoceanica, financed by AFD</i> ”.The beneficiary is invited to provide photos and communication features produced during the mobility project as mentioned above.
<b>Change in activity</b>	Only the following changes will be authorised on the action as approved in Appendix A and after IOC approval: <ul style="list-style-type: none"> <li>- Change of date, without exceeding the total duration of the project;</li> <li>- Change in the names of the persons covered.</li> </ul>
<b>Refund of expenses incurred</b>	In the event of any of the following, the beneficiary will have to reimburse the totality of the funds and/or advance engaged under penalty of legal proceedings: <ul style="list-style-type: none"> <li>- In the event of cancellation of the event</li> <li>- One or more invited guests cancel their participation</li> <li>- The beneficiary fails to justify the expenses incurred in connection with the event within three months.</li> <li>- Unused funds are to be returned to the IOC.</li> </ul>
<b>Project modification and change</b>	<ul style="list-style-type: none"> <li>• No changes will be authorised except in the following cases of force majeure: <ul style="list-style-type: none"> <li>- New national restrictions on freedom of movement linked to COVID-19 or other health crises (or in the event of infection);</li> <li>- War/Makor political crisis;</li> <li>- Natural disasters.</li> </ul> </li> </ul>
<b>Breach of contractual obligations</b>	Failure to comply with the provisions of this contract may result in legal action and automatic ineligibility for other ICC and IOC project activities.

## **Appendix C: Grant payment terms**

The grant will be paid in two instalments:

- First instalment of 60% of the approved amount
- Second instalment of 40% of the approved amount

### **1. Terms of payment for the first instalment (60%)**

In order to proceed with payment, the beneficiary will have to submit the following documents:

- Duly signed grant contract
  - Certificate of successful completion of the training course on gender equality and the prevention of gender-based violence
  - Detailed final budget for the activity, incorporating the evaluators' recommendations
  - Payment request
  - Bank statement dedicated to the activity and specifying the following data:
    - Title:
    - Bank:
    - Bank code:
    - Branch code:
    - Account Number:
    - RIB Key:
    - IBAN:
    - SWIFT code:
    - Intermediary bank: IBAN-SWIFT

The first instalment will be paid within 15 days of validation of the documents by the IOC.

### **2. Terms of payment for the second instalment (40%)**

In order to obtain payment of the balance, the beneficiary must submit the following documents at least three months after the end of the activity:

- Narrative activity report with all communication elements
- Detailed financial report with supporting documents
- Payment request

Documents must be sent electronically and in original version.

The final amount of the balance is established on the basis of duly eligible expenditure approved by the IOC. The balance will be paid within 30 days of validation of the documents by the IOC.

### **3. Retrocession**

By the end of the eligibility period unutilised funds will be transferred by the beneficiary to the IOC's ICC project account, at least two months after validation of the financial report by the IOC.

## Appendix D: Model payment request

Partner's letterhead

<Date of payment request>

To the attention of  
Indian Ocean Commission  
Regional project for the development of  
cultural and creative industries (CCI) in  
Indianoceania

Grant contract reference number :  
Grant contract title :  
Name and address of beneficiary :  
Payment request number :

Dear Sir/Madam,

I have the honour of requesting [payment of the amount] under the above-mentioned contract. The amount requested is <in accordance with the appendix to the contract : ...> euros. The supporting documents enclosed are as follows:  
- [depending on the request for payment]

The payment must be made to the following bank account: <indicate the account number shown on the bank details provided to identify this account > whose bank details (RIB) are attached to the contract.

*Declaration on honour*

*I certify that the information provided in this application for payment is complete, reliable and true, and is supported by adequate and verifiable supporting documents.*

*I also certify that the costs declared have been incurred in accordance with the provisions of the contract and that they may be considered eligible in accordance with the provisions of the contract.*

Yours faithfully

## **Appendix E: Agreement transferring ownership of equipment and materials to the beneficiary**

Project title: **Regional project for the development of cultural and creative industries (CCI) in Indianoceanica**

Grant title and reference: **Support for cultural events**, ref xxx

Title of activity approved for grant:

Contract number:

At the date of this document, the equipment and materials listed below:

<b>Item number</b>	<b>Item description</b>	<b>Identification number<sup>11</sup></b>	<b>Quantity</b>	<b>Original purchase cost</b>

are transferred under the following conditions :

Organisation from which the assets are being transferred :

Name of the organisation transferring the equipment :

Name of representative :

Title :

Organisation to which assets are transferred :

Name of the organisation to which the equipment is being transferred :

Name of representative :

Title :

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<sup>11</sup> If the item being transferred has a unique identification number, please indicate this (e.g. computer serial number, etc).



Both parties acknowledge that, as part of this transfer of ownership, all rights and obligations in respect of the equipment and materials are transferred to *[insert name of organisation to which property is transferred]*.

Where the property in question requires administrative registration and taxes, *[insert name of organisation to which property is transferred]* undertakes to complete the required formalities relating to the property and to pay the relevant taxes.

*[insert name of organisation to which goods are transferred]* also agrees to allow IOC, AFD or auditors appointed by them, access to the goods for the purpose of carrying out controls relating to the project in question.