



# AléVini | Cycle IV

### **GUIDELINES** for applicants to the grant "AléVini, Regional Mobility 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 Indian Ocean Region

> Reference: IOC/CCI/2024/056 – Cycle 4

Launch Date: 18 April 2025 Submission Deadline: 02 June 2025



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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 Indian Ocean Region**

#### 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 the Indian Ocean Region. The project beneficiaries include the IOC Member States as well as Mozambique. La Reunion, which is not a direct beneficiary of the project, is part of its project intervention prism.

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

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

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

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

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

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

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

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

#### 1. OBJECTIVES OF GRANT PROGRAMMES

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

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

As part of the CCI 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 2.2: "Creating a regional mobility fund for female and male cultural operators" and calls for applications (CfA) for awarding the "AléVini, **regional mobility fund**" grant.

The objectives of this grant are to:

- 1. **Promote inter-island cultural and artistic exchanges** to strengthen the CCI value chain: creation, production, distribution, and dissemination.
- 2. **Develop the region's artistic and cultural market** by promoting the creation of professional networks.

As the CCI 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 current call covers two categories of support:

- i. Support for the individual's regional mobility: the amount requested in this category must not exceed **EUR 2,500.**
- ii. Support for the export of artwork: the amount requested in this category must not exceed **EUR 500**.
- iii. The budget allocated to the cycle IV **EUR 52,500.**

The two grants could be combined, but applicants could not apply for the export grant alone.

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 ALEVINI

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

#### 3.1. GENERAL ELIGIBILITY CRITERIA

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

- (1) The actors:
  - The **applicant**, i.e. 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 (Lead Applicant and Co-Applicant)<sup>1</sup>

#### Lead partner

To be eligible for this grant, the applicant must:

- Individual, citizen from one of the beneficiary countries of the CCI project: **Union of the Comoros, Madagascar, Mauritius, Seychelles and Mozambique;**
- Be directly responsible for the action preparation and management, and not act as an intermediary;
- Working in the cultural and/or creative sectors.
- Comply with the compliance rules defined by the IOC and AFD and not be subject to any restriction and sanction measures by technical and financial partners at the national and international level.

Following applicants are not eligible to this call for proposals or to receive grants:

- Potential applicant who finds themselves in one of the situations described in the Declaration of Integrity in Appendix A;
- Applicant having a conflict of interest with the CCI project team and the IOC (family members, technical and financial partners of the IOC, representatives of States to the IOC);
- Applicant with an ongoing grant's contract with the IOC.

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

#### <u>Duration</u>

The expected initial duration of an activity cannot be less than **5 days** nor more than **10 days** (excluding travelling days).

The mobility activity must take place between **31 July to 31 January 2026.** 

#### <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;
- Digital arts;
- Multidisciplinary forms of creative expression.

#### **Destination**

Union of the Comoros, Madagascar, Mauritius, Seychelles, Mozambique, Reunion/France Countries

outside the Indian Ocean region (in specific case)

#### Types of activities

The following activities are eligible for this grant:

- **Networking mobility**: meetings with different operators and partners, in order to identify or develop a common project and establish new collaborations;
- **Creative mobility**: participation in a creative residency or an artistic and cultural exchange program with the objective of creating and/or producing an artistic or a research work;
- **Skills development mobility:** participation in training workshops or thematic meetings, with a view to developing or acquiring knowledge in a CCI field as participants or trainers.

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:

- Meetings as part of an event dedicated to promoting women in CCIs that can contribute to the creation of networks between women;
- Participation in a residency or exchange programme with the objective of creating and/or producing an artistic work on a theme related to the advancement of women;
- Training workshop and artistic production aimed at combating discrimination and gender roles in CCI professions;
- Activities organised by a structure led by a woman.

#### The following activities **are not eligible**:

- Participation in a diploma training course that can be associated to a scholarship;
- Participation in an event for solely promoting a commercial art piece.

#### <u>Visibility</u>

Each beneficiary must ensure the visibility of this mobility grant "AléVini", in accordance with the **communication guide** provided by the IOC, by using the logos of the IOC, its CCI 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.

Applicants must comply with 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

- The lead applicant may not submit more than one application under the same grant;
- The lead applicant cannot be a co-applicant in another application for the same grant at the same time.

#### 3.1.3. Cost eligibility: what costs can be considered?

i. Support for invidual mobility

Only **the following eligible costs** may be covered by this grant: Inter-island and inter-regional travel costs Living expenses Visa fee Family assistance

ii. Support for artwork

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

- Additional luggage
- Air and sea freight
- Customs and transit fees
- Logistics services (freight forwarding, administrative support, parcel delivery, packaging, insurance, ground transportation, handling)

The following costs **are not eligible**:

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

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

Eligible Costs	Supporting documents
Travel expenses	Air transport: Flight ticket + invoice + boarding pass
	Land, rail and sea transport: ticket + invoice
	All invoices for the purchase of tickets must clearly state the traveler's name, destination, date, and cost of travel.
Living expenses	<b>Perdiem</b> : Receipt/payment statement duly signed by the beneficiary
	<b>Internet connection</b> : simcard invoice + internet package
Visa fee	Receipt of visa payment, copy of visa received or response to application (if refused)
Family assistance	Family record book or birth certificate
Extra luggage	Invoice + receipt/proof of payment
Air or sea freight	Invoice + receipt/proof of payment
	Bordereau d'expédition et de livraison
	All invoices should mention name of the beneficiary,
	destination, date and cost
Customs and transit fees	Invoice + receipt/proof of payment
Logistic services	Invoice + receipt/proof of payment
	All invoices should mention name of the beneficiary, destination, date and cost

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

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

Therefore, it is in the interest of applicants 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 is the responsibility of the beneficiaries to ensure that the AléVini grant is used correctly 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 grant form available at the following links: <u>AléVini 4, Application form</u>

#### Applicants must provide as a separate file:

- 1. The complete application form accompanied by the signed Declaration of Integrity and Gender Commitment Letter (Annexes to Application form)
- 2. Checklist items (section 4 of the application form).

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

### Failure to sign the declaration of integrity and the letter of 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.

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 the published annexes that must be completed 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 listed in the checklist (section 1.4 of the application form):

- Application form and annexes signed
- Passeport
- CV and portfolio
- Invitation letter mentioning dates and cost coverage (if any)
- Estimated volume of artworks (number of extra luggage, in kilos)

#### 3.2.2. When and how to send the applications?

Complete applications (completed application form and signed declaration) must be submitted on the IOC website <u>www.kiltir.org</u> by **Monday 02 June 2025 at midnight (Mauritius time, GMT+4).** 

#### To submit your application, click HERE

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

#### 3.2.3. Other information about the applications

Applicants may email their questions no later than 12 days prior to the submission deadline to the addresses listed below, clearly indicating the grant reference to:

With the subject: IOC-CCI | Application for the "AléVini, Regional Mobility Fund" Grant

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 **Thursday 19 May 2025.** 

In order to ensure equal treatment of applicants, the Contracting Authority cannot give prior opinion on the eligibility of 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> and <u>www.commissionoceanindien.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>CCI Konèk – Registration 24 April 2025</u> <u>CCI Konèk – Registration 29 May 2025</u>

#### Indicative Timeline

	DATE
1. Information meeting	24 April 2025 29 May 2025
2. Deadline by which any requests for clarification should be sent to the Contracting Authority	19 May 2025
3. Deadline for the Contracting Authority to respond to requests for clarification	29 May 2025
4. Deadline for submission	02 June 2025
8. Notification of the award	07 July 2025
9. Signing of contract	31 July 2025

#### 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 evaluated following the steps and criteria described below.

If the examination of the application reveals that the proposed action does not meet the <u>eligibility</u> <u>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 will be examined and assessed by the contracting authority with the support of external assessors.

Criteria	Score
Project's relevance To what extent does the mobility project meet the objectives of the scheme (mobility for creation / networking / exploration / skills development)?	20
Mobility's relevance To which extent is this mobility relevant in the context of the Indian Ocean Region?	20
Quality of the mobility project Does the mobility seem well enough prepared?	15
Impacts of the mobility: Are the impacts of mobility on the candidate's career path and collaborations clearly defined?	25
Impact of the project on gender equality How does the project, in terms of both its promoter and its content, contribute to reducing gender inequalities in the CCI sector?	10
Mobility outcomes Are the results expected from the mobility scheme measurable and set out in a precise timetable?	10
TOTAL	100

If the total score for Section 1 (Relevance) is less than 10, the application is rejected.

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

In case of equal points, the priority will be given to the applicant who has never received an IOC grant for the CCI project.

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 cycle.** 

#### Step 4: Publication of the results

The results of the first round of awards will be published on the IOC website <u>www.commissionoceanindien.org</u> and its social media channels as well as on the platform <u>www.kiltir.org</u>. 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 (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:

- 80% upon signing the contract
- 20% after submitting the final report, within two (2) weeks of the last day
  of mobility

If the activity report has not been submitted within this period, the IOC will request that the whole mobility grant amount<sup>2</sup> be reimbursed.

Payment of the 20% will be proceeded only after the validation by IOC of the final report.

#### 4.1. Changes allowed

Any changes to the mobility project must be notified to IOC for approval. Only the following

changes will be allowed:

- Change of mobility date under the award cycle (July 31, 2025 to January 31, 2026) and not exceeding the total duration granted;
- Changing people's names.

Are not allowed, even without any financial impact:

- Change of destination
- Change of the purpose of the mobility project.

In case of event cancellation, the beneficiary must the cash advance.

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

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

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

- Mobility has started and the case of force majeure intervenes but it is possible to maintain the mobility project by using virtual means.
- If the mobility project has not started, and the beneficiary has been notified of the change in the possibility of postponing the visit to the mobility destination country.
- If the situation remains complex in the planned mobility cycle, mobility under cycles 4 or 5 may be considered.

<sup>&</sup>lt;sup>2</sup> Any breach of contractual obligations is liable to prosecution and automatic ineligibility for other CCI 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) <u>Respect for human rights, environmental legislation</u> <u>and core labour</u> <u>standards</u>

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]<sup>3</sup>

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

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

- <sup>3</sup> In the case of a consortium, enter the grouping's name
  - c) 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);
  - d) 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 security<sup>4</sup>;

5. We affirm that

a) no member of our staff, including management, is in a situation that could give rise to a conflict of interest. Without prejudice to its obligations under this Agreement, the

<sup>&</sup>lt;sup>4</sup> 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.sanctionsmap. Eu ou https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\_fr</u>

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>

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 website<sup>5</sup>.

**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"<sup>6</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 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 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

<sup>5</sup> 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)
 <sup>6</sup> <u>http://www.fatf-gafi.org/media/fatf/documents/recommendations/Recommandations\_GAFI.pdf</u>

practice for associations", published on its website<sup>7.</sup>

- 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.

<sup>&</sup>lt;sup>7</sup>For 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: Guidelines AfeVini Cycle IV | 22

#### **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 (CCI) 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.

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.

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,

#### ATTENDU QUE:

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

EN CONSÉQUENCE, les Parties ont convenu ce qui suit :

1.Le présent contrat a pour objet l'attribution, par la Commission de l'Océan Indien (COI), d'une subvention dans le cadre de « AléVini, Fonds d'aide à la mobilité pour l'Indianocéanie » à destination des artistes et opérateurs.trices de la région (l'«action») tel que défini dans les lignes directrices. Le(s) bénéficiaire(s) acceptent la subvention et s'engagent à mettre en œuvre l'action sous leur responsabilité dans le cadre du Projet ICC.

2.Les documents suivants ci-joints sont considérés comme partie intégrante du Contrat : Section I: Dispositions du contrat

- a) Les dispositions générales ;
- b) Les dispositions particulières.

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

Section III : Les Annexes

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

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

- 1. Les droits et obligations respectifs du Client et du Bénéficiaire sont ceux figurant au Contrat, en particulier :
  - a) Le Bénéficiaire réalisera l'action conformément aux conditions du Contrat, et au projet de mobilité tel que décrit dans l'Annexe A ; et
  - b) Le Client effectuera les paiements au Bénéficiaire conformément aux dispositions du Contrat ci-dessous.

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

Disposition du contra	Disposition du contrat		
Les adresses :	Adresse du client : Client : COMMISSION DE L'OCEAN INDIEN Immeuble : BLUE TOWER - Rue de l'Institut Étage/Numéro de bureau : 3ème Ville : Ébène Pays : MAURICE <u>Adresse</u> <u>Bénéficiaire</u> Nom de l'entité :		
	Adresse exacte : <u>Pays :</u> Email : Tel : Le prix du Contrat est de la IMONTANT DE LA		
Montant de la subvention	Le prix du Contrat est de : [MONTANT DE LA SUBVENTION], Le prix du contrat à décaissé au bénéficiaire est : montant		
Modalités de paiement	Le calendrier de paiement se présente comme suit : • 80% du montant à décaissement au bénéficiaire à la signature du contrat • 20% après avoir soumis le rapport final, dans un délai de 2 semaines suivant le dernier jour de la mobilité, avec les pièces justificatives jugées conformes.		
Paiement	Les intitulés de compte sont : Pour les paiements en Monnaie : euro Banque : Adresse de la banque SWIFT : N° COMPTE : IBAN : Banque intermédiaire : Euro :		
Dépenses éligibles dans le cadre de la subvention	<ul> <li>Aide à la mobilité de l'individu</li> <li>Frais de déplacement inter-îles et inter-régions</li> <li>Frais de séjour</li> <li>Frais de visa</li> <li>Aide familiale</li> <li>Aide à l'exportation des œuvres (le cas échéant)</li> <li>Bagages supplémentaires</li> <li>Fret aérien et maritime</li> <li>Frais de douanes et de transit</li> <li>Prestataires de services logistiques (transitaire, facilité administrative, envoi de colis, emballage, assurance, transport terrestre, manutention)</li> </ul>		

	Le bénéficiaire est tenu de soumettre un rapport d'activités à
Rapport d'activité	l'issue de son projet de mobilité, en utilisant le modèle fourni. Si le rapport d'activité n'a pas été soumis dans un délai de 2 semaines, avec ses pièces justificatives, le Client demandera le remboursement de la totalité de l'aide à la mobilité.
Paiement du reliquat	Le paiement du reliquat sera effectué après la validation du rapport par le Client et la vérification des pièces suivantes selon le type d'aide. Les pièces devront être envoyés par voie électronique, en même temps que le rapport d'activités, <b>et garder les originaux</b> <b>pour</b> <b>suivi et vérification ultérieur.</b>
Communication	Le Bénéficiaire devra assurer la visibilité de « AléVini, fonds d'aide à la mobilité pour l'Indianocéanie » 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 le cadre du projet régional de développement des industries culturelles et créatives en Indianocéanie, financé par l'AFD » Le bénéficiaire est invité à fournir des photos et des éléments de communication produits au cours du projet de mobilité tels que mentionnés dans le Kit de communication.</i>
Changement sur le projet de mobilité	<ul> <li>Seuls les changements suivants seront autorisés : <ul> <li>Changement de date de la mobilité dans le cadre du cycle d'attribution (01 février au 30 juin 2025) et sans excéder la durée totale accordée.</li> </ul> </li> <li>Aucun changement sur le montant accordé ne sera autorisé sauf pour les cas de force majeure mentionnés ci-dessous : <ul> <li>Nouvelles restrictions nationales à la liberté de circulation liées au COVID-19 ou à d'autres crises sanitaires (ou en cas d'infection);</li> <li>Guerre/crise politique majeure ;</li> <li>Catastrophe naturelle ;</li> <li>Obligations familiales inattendues (grossesse, décès, maladie grave).</li> </ul> </li> </ul>
Remboursement des dépenses engagés	<ul> <li>Si les cas ci-dessous se présentes, l'entité devra rembourser la totalité des fonds et/ou avance engagés sous peine de poursuite judiciaire et légale :</li> <li>En cas d'annulation de l'évènement,</li> <li>Le bénéficiaire n'assistera pas à l'évènement,</li> <li>Les pièces justificatives ne sont pas conformes,</li> <li>Si le rapport d'activité n'a pas été soumis dans les deux semaines, avec les pièces justificatives, à compter du jour de retour dans le pays de résidence, la COI demandera le remboursement de la totalité de l'aide à la mobilité.</li> </ul>
Modification et changement du projet	<ul> <li>Ne sont pas autorisés, même sans aucune incidence financière :</li> <li>Changement de destination ;</li> <li>Augmentation du nombre de jours, au-delà de 3 semaines.</li> </ul>
Manquement aux obligations contractuelles	Tout manquement est aux dispositions du présent contrat est passible de poursuite judiciaire et d'inéligibilité automatique aux autres activités du projet ICC et ceux de la COI.