

Contribution agreement of €25,000 or more with IATI

Explanation:

Select = The budget holder must select one of the options presented.

Complete = The budget holder must enter specific data.

Optional text = Text that may be included in the contribution agreement if the budget holder deems it necessary.

Please ensure that all highlights and **explanatory notes in blue** have been deleted in the final contribution agreement.

The text below must be included in the contribution agreement, which should be drawn up using the relevant template, including the ministry's letterhead and logo.

Compliance with the International Aid Transparency Initiative (IATI) standards is compulsory for all ODA contributions of €250,000 or more. This template can be used in other cases where IATI-compliant reporting is requested. If a hard-copy narrative report is requested, please refer to the **contribution agreement of EUR 25,000 or more without IATI**.

The State of the Netherlands, represented by the **Minister of Foreign Affairs / for Foreign Trade and Development Cooperation**, legally represented in this matter by the **director/head of mission/head of development cooperation**, hereafter referred to as the Minister, on the one hand,

and

....., established and with offices at **.....**, legally represented in this matter by **.....**, hereafter referred to as the other party, on the other hand,

WHEREAS:

The Minister is prepared to make a contribution to the other party for the activity **.....** to be implemented by the latter, as described in the letter **.....** of **.....**;

The other party will be awarded the contribution subject to the following conditions;

HEREBY AGREE AS FOLLOWS:

1. The activity to be financed from the contribution will be implemented under the responsibility of and at the risk of the other party in the manner described in the above-mentioned letter, consisting of an activity plan, a budget and a liquidity forecast. **(If any changes have been made to these documents, this must be mentioned here.)** The budget will reflect both the Minister's contribution and any contributions made by the other party or by third parties. The Minister bears no responsibility or liability whatsoever in respect of a third party as regards the implementation of this agreement. The activity plan, the budget and the liquidity forecast are appended to this agreement together with the above-mentioned letter as annexe 1. The contribution has been allocated activity no. **...** in the Minister's records.

(Any specific obligations may be included here.)

The following specific obligations are attached to the contribution:

.....

2. The contribution is awarded subject to the condition that sufficient funds are made available by the budget legislator.
3. The activity will run from **.....** to **.....**.
4. Any changes in the manner of implementation of the activity and/or in the budget must be submitted in writing to the Minister for approval in advance. If the Minister does not propose any adjustments within eight weeks of receipt of the changes, they will be deemed to have been approved.

5. The other party will notify the Minister immediately in writing if it proves impossible to keep to the original schedule, in which case the other party will propose a revised schedule. The Minister will inform the other party in writing as soon as possible, and in any event within eight weeks of receipt of such notification, of his/her decision on the proposed alterations to the schedule.
6. The other party must notify the Minister immediately in writing if it suspects or has discovered irregularities (such as fraud, a violation of contract award procedures, serious misconduct (including sexual misconduct) or other serious forms of inappropriate behaviour) relating to the implementation of the activities. It must specify the amount of money involved and the measures it has taken. The other party will include a list of all such notifications, financial interests and measures in the annual progress report or final report.

The other party is responsible for the entire implementation of the activities for which the contribution has been awarded. If the other party works with consortium partners and/or local partners, the other party's responsibility covers these partners too. If the examples of circumstances, mentioned in this article and article 5, indicate that further action is necessary, the other party should discuss this with the Minister.

7. The contribution will not exceed €..... The Minister will transfer the funds in advance in instalments not exceeding 95% of the total contribution. The first instalment of €..... (NB: bear in mind that the maximum prepayment period is 12 months) will be paid within four weeks of receiving the signed agreement. Subsequent instalments will be paid on receipt of payment requests from the other party on the basis of the liquidity needs it has indicated for a period not exceeding ... [period specified in the BEMO] months.

If desired, a schedule for the submission of payment requests can be included here. Make clear that the schedule may be departed from depending on how the implementation of the activity is progressing.

The other party will ensure that the contribution from the Minister is clearly visible in the accounts showing the expenditures and revenues connected with the funds allocated.

If article 8 makes reporting compulsory:

A condition for the payment of these instalments is that narrative and financial reports are received on time. The progress made in implementing the activity, the liquidity requirement indicated by the other party and prepayments already made will be taken into account.

The final instalment will be paid after the final report and/or last annual report has been assessed and the definitive amount of the contribution has been determined, as referred to in article 9.

It is not permitted to depart from the procedure described below for narrative reporting in accordance with IATI standards in the case of contributions of €250,000 or more funded from ODA resources.

8. During the course of the activity, the other party will supply several plans and reports so that the Minister can monitor progress. Table 1 indicates the type of plans and reports required, when they must be submitted and for what period. They are described in more detail below.

You should publish the narrative reports to be submitted for this activity as an International Aid Transparency Initiative (IATI) dataset in accordance with the Ministry of Foreign Affairs' IATI Publication Guidelines, as specified in table 1. The other party should submit the other plans and reports as PDF files to@minbuza.nl, with a cc to the contact named in article 22.

If an organisation does not yet comply with the IATI standards in accordance with the BZ/DGIS reporting guidelines, include the following additional text. Supplement it with the specific agreements made with the organisation. For ODA activities worth €250,000 or more the following text is compulsory in the event of additional agreements. For other activities, the text is optional.

The Minister and other party agreed on DATE that the proposal will be monitored and accounted for by means of an IATI dataset. The following has been agreed:

- A. Details of further agreements.
- B. Etc.

Table 1.

Type of report	Period covered	Deadline
Annual plan and annual budget	[Deadline specified in the BEMO]
Narrative progress report, consisting of: Updates on progress in accordance with the IATI standard described in the ministry's IATI Publication Guidelines. ¹ [Including any additional reports specified in the BEMO]	Periodically, in any case once every 12 months, in accordance with IATI standard. ²	[Deadline specified in the BEMO]
Annual financial progress report	[Deadline specified in the BEMO]
(Annual) audit opinion & audit report	[Deadline specified in the BEMO]
Final financial report	Entire project duration.	[Deadline specified in the BEMO] (= in any case within six months after the end of the contribution period or after the end of the activities)

8.1. Annual plan/annual budget

8.1.1. Initial budget

For the first period from ... to ..., the plan, budget and liquidity forecast submitted with the above-mentioned application will form the basis for the activities to be implemented by the other party.

¹ <https://www.government.nl/documents/publications/2015/12/01/open-data-and-development-cooperation>

² The IATI standard calls for information to be updated at least once every quarter. The ministry would greatly appreciate it if you were to update the information on your activity at regular intervals. This contribution agreement requires you to update the IATI information at least once a year, for the purpose of the annual assessment of your activity's progress.

8.1.2 Annual plan/annual budget

The annual plan must contain an overview of the activities and the intended results, and list the human and material resources needed.

The annual plan/annual budget must contain an overview of the other party's estimated revenue (e.g. the contribution, the other party's own contribution, funds provided by third parties and interest accrued) and expenditure, in so far as they relate to the funded activities. As a rule, the budget should balance. An explanation must be provided for each budget item that differs from the original budget.

8.2. Progress reports

8.2.1. Narrative progress report

The report must comply with IATI principles. In narrative reports, the other party must report on the funded activities in accordance with the BZ/DGIS reporting guidelines (see <https://www.government.nl/documents/publications/2015/12/01/open-data-and-development-cooperation>).

For this activity you should include in your IATI publication a reference to the following BZ activity identifier: XM-DAC-7-PPR-**application number**.

Any additional narrative reports in accordance with table 1 can be published in IATI under 'related documents' (see the Guidelines). Alternatively, you can submit these reports via **.....**

The updates and any additional narrative reports together comprise the narrative progress report. You must guarantee that the information provided is accurate and up to date. The information will be used to assess the progress of the activities. The other party must immediately notify the contact (see article 23) if there are any unexpected problems and/or delays in submitting IATI-compliant reports in accordance with the BZ/DGIS reporting guidelines.

The narrative information submitted will be assessed at least once a year and feedback will be provided.

8.2.2. Annual financial progress report

The annual financial report must include **an aggregate overview OR an overview** of all the other party's estimated and actual revenue and expenditure, in so far as they relate to the activities being funded, and an overview of prepayments made by the Minister. The financial report must use the same currency as that in which the funds were supplied. An explanation must be provided for each budget item that differs substantially from the original budget.

In the case of contributions financed from ODA funds, include the following text to provide insight into the actual expenditure in each country: The financial report includes an aggregated value of the actual expenditure for each country and an estimate of the expenditure for the remaining period of the activity for each country.

Country	Aggregated actual expenditures	Estimate expenditures remaining period activity	Total
Country A			
Country B			
...			
Country Z			
Unspecified			
Total:			Total amount contribution

8.3. (Annual) audit opinion and audit report

The BEMO specifies whether or not the other party must submit an audit opinion. An audit opinion is compulsory for contributions exceeding €5 million. If the BEMO requires the other party to submit an audit opinion on the financial statement for the activity, you should include the following text:

The financial statement must be accompanied by an audit opinion drawn up by an external statutory auditor, who must carry out an audit in accordance with the audit protocol (annexe ... to this agreement) and include the text given in that annexe in the audit opinion. The audit must be carried out by the external auditor engaged by the other party to audit its annual accounts. With the Minister's consent, another auditor may be engaged. The costs of the audit will be borne by the other party.

If the other party need only submit an audit opinion on their annual accounts, you should include the following text:

The activity must be audited. The other party can use the audit opinion on the annual accounts for this purpose. In addition, the annual accounts must include a statement that clearly covers the funded activity. This statement must form part of the audit.³ The external auditor must carry out an audit in accordance with the audit protocol (annexe ... to this agreement) and include the text given in that annexe in the audit opinion.

If you opt to submit your annual accounts accompanied by an audit opinion, the latter must in any event indicate whether the following requirements have been met:

- The annual accounts must show for each activity funded by the Ministry of Foreign Affairs what commitments relating to the activity have been assumed with other parties,⁴ and how much of these commitments has so far been paid.

- The balance sheet must show the total amount of outstanding prepayments. The explanatory notes must show what portion of the outstanding prepayments is connected with each activity funded by the Ministry of Foreign Affairs.

- If a restricted fund is included in the annual accounts that relates to funding provided by the Ministry of Foreign Affairs, the explanatory notes to the balance sheet must include a statement of changes in the fund.

- The profit and loss account in the annual accounts must show how much of earlier prepayments for the activity have been repaid in the year under review.

- The annual accounts must show that any interest accrued on the funds made available by the Minister has been used to finance the activities to be carried out pursuant to this agreement.

As stated in the accompanying audit protocol, the auditor must also certify that the other party has applied the prescribed policy concerning prefinancing of implementing organisations.

8.3. OR 8.4. Final financial report

The final financial report must contain the information needed to determine the definitive amount of the contribution. It must contain an aggregate overview of all estimated and actual revenue

³ Under the relevant financial reporting regulations, the other party must record the contribution from the Ministry of Foreign Affairs in its annual accounts as income, *in so far as the funded activity has been carried out*. The auditor must therefore assess whether a realistic estimate has been made of the degree to which the activity has been carried out.

⁴ Under the relevant financial reporting regulations, the other party must include all assumed commitments as an expense in the financial year concerned, even if the activity has not yet been completed.

(including the contribution, the other party's own contribution, funds provided by third parties and interest accrued) and expenditure, in so far as they relate to the funded activities, and an overview of the prepayments provided by the Minister. The report must cover the entire project period and be laid out in the same way as the budget. An explanation must be provided for each budget item that differs substantially from the budgeted revenue and expenditure.

In the case of ODA contributions, the following text should be included in order to gain insight into the actual expenditure in each country:

The final financial report includes an overview of each country's actual expenditure and share, as a percentage, of total expenditure.

Country	Actual expenditure	Percentage of total expenditure
Country A		
Country B		
...		
Country Z		
Unspecified		
Total:		

9. After receipt of the final report and/or latest annual report referred to in article 8, the Minister will determine the definitive amount of the contribution within three months. On this basis, accounts will be settled with the other party. Funds made available by the Minister which remain unspent after determination of the definitive amount must be repaid immediately and unconditionally to the Minister.
10. Any interest accrued on the funds made available by the Minister must be used to finance the activities to be carried out in connection with this agreement and must be included in the financial statement. No funds or interest on funds will be used for capital formation.
11. The other party is responsible for ensuring sound management and keeping proper accounts. Any agreements with third parties regarding the implementation of the activity to be financed from the contribution will be laid down in writing. The policy adopted by the other party's organisation regarding prefinancing of implementing organisations will be applied.
12. The other party must keep an inventory of items purchased partly or entirely with the funds made available by the Minister. When purchasing goods and services, the other party will consistently aim to obtain the best price-quality ratio and, where practicable, call for competitive tenders in which all candidates are treated equally in similar cases.
13. The other party is liable for all customary taxes and levies.
14. The Minister may inspect or instruct others to inspect the activities carried out in connection with this agreement, including the other party's reports and financial accounts. The other party must render every assistance to the official or officials appointed by the Minister to carry out such an examination and allow them access to the documents relating to the activity. The costs of any such examination will be borne by the Minister.
15. The Parties will not offer to third parties or seek or accept from or be promised by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, if this could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for dissolution of this agreement or part of it.
16. When spending the contribution and during the activities for which this contribution has been awarded, the other party must refrain from conduct that is punishable and/or prohibited under Dutch law, including sexual and other forms of harassment. Such conduct may provide grounds for dissolution of this agreement or part of it.
17. The Minister is entitled to make free use, worldwide, of all products produced in connection with the present contribution which may be subject to copyright or any other intellectual property rights. He/she may do so free of charge.

18. If the Minister is of the opinion that the specific way in which the activity plan is implemented or changes in circumstances have led to a situation in which the financing of an activity is incompatible with the foreign policy of the Government of the Netherlands, he/she will initiate consultations with the other party. On the basis of such consultations, the Minister may give further written instructions regarding the implementation of the activity plan.
19. The other party must take account of the fact that the Government of the Netherlands may be held responsible under international law for the implementation of the activity plan. With this in mind, the other party must refrain from supporting activities whose aim is to undermine the political autonomy of a state or to bring down a lawful government by unlawful means. In this regard, lawful or unlawful will be determined not only by the views of the government of the country in question, but also in accordance with international (or international law) standards.
20. BZ wants to make more structured communication agreements with partner organisations, which should reflect the activity's political and policy relevance and the amount of money involved. If you have any questions, please contact the Communications Department (COM). If you decide not to include an obligation as referred to in point mentioned below, you can include the following sentence in the letter accompanying the contribution agreement: 'The Minister expects partner and implementing organisations – where relevant, appropriate and worthwhile – to make it visibly and clearly known that their activities are in line with Dutch foreign and development policy and are made possible, at least in part, by the Minister's support or cooperation. For further guidelines (in Dutch), see: <https://www.government.nl/documents/publications/2016/03/01/visibility-and-communication-when-working-with-the-ministry-of-foreign-affairs>

In view of the public and social functions that the Minister performs, it is important that the other party visibly and recognisably communicate the results achieved with the contribution and how this was accomplished. The aim is to publicly highlight and explain how the Minister's policy relates to the contribution provided. In any communications about the activity, the other party should therefore mention – wherever possible and relevant – that the activities are entirely or partly financed by the Minister's contribution, unless the nature of the activities, the status of the recipient or other compelling circumstances dictate otherwise. For this purpose, the other party should use, for example, the logos and taglines I have provided, which are available at:

<https://www.government.nl/documents/publications/2016/03/01/visibility-and-communication-when-working-with-the-ministry-of-foreign-affairs>

In the case of more intensive cooperation/coordination, add:

Further arrangements on public visibility and communication will be laid down in working agreements which, at the very least, are part of the regular policy dialogue. They will be based on the guidelines 'Zichtbaarheid en communicatie bij samenwerking met de ministerie van Buitenlandse Zaken' (Visibility and Communication When Working with the Ministry of Foreign Affairs), which are available on the above website.

21. All items purchased using the Minister's contribution will be assigned at the end of the activity to a relevant purpose. The other party will submit proposals on this matter to the Minister for approval. In the final report the other party will account for the purpose to which items have been put.
22. The Minister reserves the right to reduce or prematurely terminate the funding for this activity, suspend the transfer of instalments or demand repayment of all or part of the funds already transferred if the other party fails to fulfil its obligations under this agreement, or fails to fulfil them on time, or uses the resources for a purpose other than that for which the Minister made them available, or if a third party has provided cofinancing for the same activities without the Minister's prior knowledge, the consequences of which for the budget have not been approved. The Minister will reduce or prematurely terminate his/her contribution only after consultation with the other party, after which accounts will be settled on the basis of the costs incurred and taking into account any commitments reasonably entered into for the future.
23. For the purposes of this agreement the following persons are responsible for liaison:

For the Minister

For the other party

name
position
dept.

name
position

Unless this agreement expressly stipulates otherwise, all correspondence relating to this agreement will be drawn up in (language) and addressed to the above-mentioned representatives.

- 24. In case the organisation experienced inappropriate behaviour by an employee of the Ministry of Foreign Affairs (BZ), this can be reported this to the ministry's integrity coordinator via integriteit@minbuza.nl. When your organisation would like to receive confidential advice and assistance first before filing the report, the external support officer can be contacted. <https://www.government.nl/ministries/ministry-of-foreign-affairs/contact/inappropriate-behaviour-what-should-you-do>
- 25. This agreement enters into force on the date of signature. Any changes or additions to this agreement are valid only if agreed in writing by both parties.
- 26. This agreement is governed by Dutch civil law. Any disputes arising from this agreement will be referred to the competent court in The Hague.

Agreed and signed in duplicate

in
on

in
on

For the Minister of Foreign Affairs/for
Foreign Trade and Development Cooperation

For the other party

Name:
Position:
Postal address:

Name:
Position:
Postal address: