

## General Terms and Conditions for subsidy, loan, guarantee and participation agreements of DOEN Foundation

### 1. Applicability

- 1.1. These General Terms and Conditions form part of all subsidy, loan, guarantee and participation agreements to which Stichting DOEN/DOEN Foundation) (hereinafter to be referred to as "DOEN") will be a party, in so far parties will not have explicitly departed from these terms in writing.
- 1.2. Each financial contribution by DOEN will be contracted in writing. This agreement will be signed by duly authorised representatives of DOEN and has to be validly signed in time by duly authorised representatives of the applicant, the organisation responsible for the performance of this agreement, hereinafter to be referred to as "the performing organisation".
- 1.3. Should one or several clauses of these general terms and conditions prove null and void or be declared null and void, then the other clauses of these general terms and conditions will continue to be fully applicable. In such an eventuality, DOEN and the performing organisation will enter into consultation to agree upon new clauses to replace the null or nullified clauses, whereby intent and purport of the original clause(s) will be optimally observed.
- 1.4. Any general terms and conditions of the performing organisation do not apply.

### 2. Terms governing Financial Contribution

- 2.1. DOEN supports organizations that contribute to a green, social and/or creative society
- 2.2. The financial contribution of DOEN is intended for a project, a programme or an organisation.
- 2.3. Funding by DOEN shall involve a situation in which it contributes with financial means – in the form of a financial contribution – to a project or programme of the performing organisation or to the performing organisation itself.
- 2.4. The performing organisation will have provided DOEN with all the information in the form of a description including budget details required as a basis for reviewing its request for a financial contribution. Should any change in the information provided occur, then the performing organisation will report this immediately to DOEN.

The performing organisation will only utilise the financial contribution, granted to it by DOEN, in conformity with the originally submitted substantive and financial description, such unless DOEN has consented in writing to a change thereof. The performing organisation will be responsible for an effective performance in accordance with the substantive and financial description in its application.

### 3. Financial Contribution by DOEN

- 3.1. The sum committed by DOEN and contracted by it with the performing organisation will be a maximum amount. DOEN will determine in which currency and in which form (loan, subsidy, guarantee or participation) it will pay out its financial contribution.
- 3.2. The financial contribution by DOEN will be inclusive of any taxes payable on the part of the performing organisation.
- 3.3. In the event of a financial contribution to a project or a programme, the instalments and the size of the (partial) payments will depend on the progress of the project or programme in respect of which a financial contribution was committed by DOEN; such to apply equally if a payment schedule was

agreed in this regard. In the event of inadequate progress of the activity(ies) (whether or not organisational), DOEN will be free – at its sole discretion – to make (partial) payments to the performing organisation later or not at all.

- 3.4. If the situation involves a financial contribution to a project in phases, then any positive balance of a phase of the financial contribution will be deducted from the financial contribution of the subsequent phase or from any follow-up financial contribution by DOEN. If there is no subsequent phase, or a follow-up financial contribution by DOEN, then any positive balance will be refunded to DOEN.
- 3.5. When the situation involves a loan, DOEN will establish the relevant percentage of interest and redemption instalments and will impose, if it so wishes, further terms and requirements on the given loan. The performing organisation will – should DOEN make a relevant request – promptly furnish DOEN with adequate security.
- 3.6. When the situation involves a guarantee DOEN will determine the guarantee commission and will establish at its discretion further conditions and requirements for the guarantee. The performing organisation will – should DOEN make relevant request – promptly furnish DOEN with adequate security.
- 3.7. When the situation involves participation on the part of DOEN, then DOEN will lay down the specific requirements and terms acceptable to it, which it imposes on this participation in addition to these General Terms and Conditions, in a participation agreement.
- 3.8. If the situation involves a subsidy by DOEN, then DOEN will lay down the specific requirements and terms acceptable to it, which it imposes on this subsidy in addition to these General Terms and Conditions, in a subsidy agreement.

#### **4. Progress and Final Report**

- 4.1. The performing organisation will send DOEN, in conformity with the reporting schedule as laid down in the agreement concluded with DOEN, starting the date of commencement of the project for which a financial contribution was granted or if it concerns a financial contribution not for a particular project, as of the start of the time period for which the contribution was granted, one or several written report(s) on the progress of that for which a financial contribution was granted. Upon termination or completion of that for which a financial contribution had been granted, or at the end of said period, DOEN will receive from the performing organisation a written final report, consisting of a substantive and a financial report.
- 4.2. The format of the reports must allow DOEN to test the (end) results against the described objectives, activities, impact and output of the financial contribution as defined in the description. When opportune, to be determined by DOEN, the reaction of the beneficiaries and the focus group that the financial contribution was intended for, and the way in which the financial contribution fits in the local situation and/or approach of the issues stated in the description will also be considered relevant. The performing organisation will provide information on this as well.
- 4.3. Only after prior written approval by DOEN may the performing organisation deviate from the reporting schedule and/or delivery dates of individual reports.

#### **5. Financial Accountability**

- 5.1. The performing organisation will keep sound financial records to match the budget that it has submitted, along with the description, to DOEN. Transparent specifications will be given for all revenues and expenditures of the performing organisation.  
The performing organisation will be accountable to DOEN for the disbursement of the financial contribution by DOEN and any revenues from other parties than DOEN relating to that for which DOEN granted its financial contribution.

- 5.2. In the case of a project grant, the implementing organisation must send the final financial report to DOEN as soon as possible after the funds have been spent, but in any event no later than six months after the end of the project; this report must include a comparison of the actual usage of funds with the budget approved by DOEN and an explanation of any differences. If DOEN's contribution is greater than EUR 50,000 this final financial report must be accompanied by an auditor's report testifying that the subsidy provided by DOEN has actually been used for the project described in the agreement entered into with DOEN.
- 5.3. In the case of a programme grant, institutional grant, loan, guarantee or participation, the implementing organisation must submit its annual accounts - or a balance sheet and a profit and loss account including notes - within six months of the end of each financial year. If DOEN's contribution is greater than EUR 50,000, the annual accounts must be accompanied by an auditor's report.
- 5.4. If the performing organisation fails to satisfy the requirements of financial accountability laid down in this article, then DOEN will be entitled to not pay financial contribution(s) still due, reclaim the subsidies granted and to demand full and immediate repayment of any loan furnished and to have the guarantees terminated.
- 5.5. In the context of this article auditor shall be taken to mean an independent, fully-qualified and legally-competent auditor, accountant or accounting consultant who is registered as such by a legally recognised institute or association of accountants in the jurisdiction within which the implementing organisation has its registered office, and who has received an audit assignment or equivalent instruction from the implementing organisation.
- 5.6. DOEN will be entitled to perform an investigation into the expenditures made from the financial contribution(s) it made available, or request an accountant to perform this investigation on its behalf. The performing organisation will afford its full cooperation to such an investigation. The performing organisation will be obliged to afford its cooperation to any further investigation by DOEN into the performance and into the effects of the financial contribution granted by DOEN. Such an investigation will only start after the performing organisation has been informed in writing about the purpose and structure and content of the investigation.
- 5.7. Each year, DOEN engages an accountant to carry out an audit of the financial accounts received from a number of the implementing organisations to which it has provided a total contribution of less than or equals EUR 50,000.

## **6. Evaluation**

A project, programme or an organisation that was funded by DOEN – whether or not with other parties – may be subject to evaluation by DOEN. The performing organisation undertakes to lend its cooperation to such an evaluation.

## **7. Publicity**

- 7.1. DOEN will appreciate that the performing organisation lends its cooperation to the production and publication of various manifestations of publicity material, for use both in the communication channels of the performing organisation itself and in the channels of DOEN, Nationale Postcode Loterij N.V. and/or VriendenLoterij N.V. and/or BankGiro Loterij N.V.
- 7.2. DOEN, Nationale Postcode Loterij N.V., VriendenLoterij N.V. and BankGiro Loterij N.V. are authorized to make the financial contribution by DOEN to the performing organisation public and to communicate about it

## **8. Consequences of possible Conflict of Interest**

- 8.1. Between the members of a supervisory body and members of the board and/or management of the performing organisation no close family relationships or the like may exist including but not limited to

marriage, registered partnership, unmarried cohabitation, blood or family relationship to the third degree. In the event there is a relationship as described above the performing organisation has to inform DOEN immediately. The existence of such a relationship gives DOEN the right to terminate or dissolve the agreement with the performing organisation immediately without judicial intervention and puts the obligation on the performing organisation to execute the consequences of the termination as described in the agreement immediately. In the event the performing organisation does not report in writing the existence of an aforementioned relationship immediately to DOEN the performing organisation forfeits a penalty of EUR 10,000 to DOEN which cannot be mitigated and the performing organisation remains obligated to immediately execute the consequences of the termination.

## **9. Termination of Agreement**

- 9.1. An agreement in which a financial contribution from DOEN is recorded will become enforceable after it has been signed by both parties. The agreement will be considered terminated when DOEN has approved in writing the substantive and financial final report of the performing organisation. The evaluation referred to in an article 6 will remain an option at all times, also after the agreement to which the financial contribution of DOEN relates will have terminated.
- 9.2. DOEN will be free to terminate the agreement concluded with the performing organisation with immediate effect, dissolve this agreement with immediate effect, respectively, – without judicial intervention – when prior to or during the life of the agreement one or several of the following circumstances occur:
- the performing organisation fails to comply with one or several of its obligations ensuing from the agreement concluded with DOEN and from these General Terms and Conditions;
  - disbursement, in part or in whole, is made by the performing organisation of the financial contribution by DOEN for a purpose other than for which this financial contribution was intended by DOEN;
  - the performing organisation is not willing or able to perform the activities, for which DOEN committed its financial contribution, in whole or in part, in accordance with the contracted description;
  - circumstances have changed to such a degree that the purpose and/or good reputation of the performing organisation has been impaired;
  - six months upon concluding an agreement with DOEN, a start has yet to be made with the disbursement of the financial contribution from DOEN;
  - the performing organisation fails to comply on a timely basis with its obligation to submit substantive and financial reports (in such an eventuality DOEN will also have the option – at its sole discretion – to decide to suspend payments);
  - circumstances within the performing organisation prove different from what was known to DOEN at the time that an agreement was concluded with said performing organisation, or these circumstances have changed; the performing organisation is declared bankrupt or has filed for suspension of payment or debt rescheduling, or the assets of the performing organisation are attached; such unless this attachment has been lifted within four weeks after it was imposed.
- 9.3. Termination or dissolution of an agreement will be communicated in writing.
- 9.4. When DOEN terminates or dissolves an agreement any as yet undue payment obligations on the part of DOEN expire and no further payments need to be made by DOEN and DOEN will also be entitled to stipulate any amount that the performing organisation will be required to refund to DOEN in respect of that which DOEN has already paid to it. This stipulation shall be reasonable.
- 9.5. The agreement with the performing organisation ends with immediate effect or is dissolved with immediate effect without judicial intervention when the performing organisation joins the group of

beneficiaries of Nationale Postcode Loterij N.V. or VriendenLoterij N.V. or Bankgiro Loterij N.V. The consequences of the termination or dissolution of the agreement are that any repayment obligations become due and payable immediately and the conditions under which those repayment obligations exist or arise are deemed to have been fulfilled. Furthermore, after termination/dissolution no further payments will be made by DOEN to the performing organisation.

**10. Debt Collecting**

10.1. In the event a performing organisation does not pay an amount payable to DOEN within the agreed or set term the performing organisation will without further notification be liable for the legal interest for the amounts due. In the event the performing organisation after notification still does not pay the amounts payable to DOEN, DOEN can hand over the amounts payable for cash collection in which event the performing organisation is in addition to the amounts due also liable for all extra judicial and judicial costs including all costs charged by external experts in addition to the costs set in court all related to the collection of the claim of DOEN or other legal measures. The amounts of the extra judicial costs are set at at least 15% of the amounts due.

**11. Applicable Law & Competent Court**

11.1. Each agreement between DOEN and a performing organisation as well as the interpretation and the performance shall be subject to the laws of the Netherlands.

11.2. Disputes ensuing from and relating to the realisation and/or performance of an agreement between DOEN and a performing organisation, and/or ensuing from and relating to these General Terms and Conditions, will be settled by the competent court in Amsterdam.

**12. Privacy**

12.1. In the context of the privacy legislation, please refer to the privacy statement of DOEN / DOEN Participaties B.V ..

**13. Other provisions**

13.1. In the event of disagreement about the interpretation of the content and scope of these general terms and conditions, the Dutch text will always be decisive.

13.2. Applicable is always the latest version of these general terms and conditions, provided that version has been made known to the executive organization.