



# General Terms & Conditions of the DOEN Foundation for grant, loan, guarantee and equity investment agreements

POSTBUS 75621 | 1070 AP AMSTERDAM | E DOEN@DOEN.NL | T +31 (0)20-5737333

## 1 Applicability

- 1.1. These general terms and conditions form part of all grant, loan, guarantee and equity investment agreements to which the DOEN Foundation/DOEN Participaties B.V. (hereinafter referred to as "DOEN") is a party, unless these terms and conditions have been explicitly deviated from by the parties in writing.
- 1.2. Any financial contribution from DOEN must be agreed in writing. That agreement shall be signed by duly authorised representatives of DOEN and shall be legally and timely signed by duly authorised representatives of the applicant, the organisation responsible for the implementation of that agreement, hereinafter referred to as "the implementing organisation".
- 1.3. If one or more provisions of these general terms and conditions are declared void or are annulled, the other provisions of these general terms and conditions shall remain fully applicable. DOEN and the implementing organisation will then enter into consultation to agree on new provisions to replace the void or annulled provisions, taking into account the purpose and tenor of the original provision(s) as much as possible.
- 1.4. Any general conditions of the implementing organisation shall not apply.

## 2. Conditions of financial contribution

- 2.1. DOEN supports organisations that contribute to a green, socially inclusive and/or creative society.
- 2.2. DOEN's financial contribution is intended for a project, a programme or an organisation.
- 2.3. Funding by DOEN means that it contributes through financial means - in the form of a financial contribution - to a project or programme of the implementing organisation or to the implementing organisation itself.
- 2.4. The implementing organisation has provided DOEN with all information, in the form of a description including the expected results (impact) and the corresponding budget, necessary to assess its application for a financial contribution. Should any substantial change occur in the given information, the implementing organisation shall immediately report this to DOEN.  
The implementing organisation shall use the financial contribution granted to it by DOEN exclusively to achieve the intended results (impact), unless DOEN agrees to a change in this in writing. The implementing organisation shall be responsible for the effective implementation of what was described in its application.
- 2.5. DOEN strives for a sustainable and inclusive society and expects the same from all DOEN-supported initiatives. This means, among other things, that DOEN will assess applications in terms of their impact on the environment and policy with regard to inclusiveness.

2.6 For DOEN, it is of great importance that a safe working environment is also ensured in the initiatives it supports. This means that DOEN assumes that a great deal of attention is paid to this, including through a good integrity policy and an accessible complaints procedure. If DOEN receives complaints about this, it will at all times ask the organisation to investigate the relevant complaint and inform DOEN of the outcome. If the organisation concerned does not take adequate measures if a complaint proves to be justified, the management of DOEN may decide to terminate the relationship with the organisation concerned immediately.

### **3. Financial contribution from DOEN**

- 3.1. The sum pledged by DOEN and agreed with the implementing organisation shall be the maximum sum. DOEN shall determine the currency and form (loan, grant, guarantee or equity investment) of its financial contribution.
- 3.2. DOEN's financial contribution will include any tax payable by the implementing 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 to which DOEN has pledged a financial contribution, even if a payment schedule has been drawn up. If, in DOEN's opinion, insufficient progress has been made in the activity or activities (organisational or otherwise), DOEN can - at its sole discretion - make (partial) payments to the implementing organisation at a later date, or not at all.
- 3.4. In the case of a financial contribution for a project in phases, a positive balance of the financial contribution for one phase will be deducted from the financial contribution for the subsequent phase or from any following financial contribution by DOEN. If there is no subsequent phase or subsequent financial contribution by DOEN, a positive balance must be repaid to DOEN.
- 3.5. In the case of a loan, DOEN will set the interest rate and its repayment periods and, if it so wishes, will establish further conditions and requirements for the loan. If DOEN so requests, the implementing organisation must promptly provide DOEN with adequate security.
- 3.6. In the case of a guarantee, DOEN will set the guarantee commission and, if it so wishes, will establish further conditions and requirements for the guarantee. If DOEN so requests, the implementing organisation must promptly provide DOEN with adequate security.
- 3.7. In the case of an equity investment by DOEN, DOEN shall lay down appropriate specific requirements and conditions which will be set down in an equity investment agreement in addition to these general terms and conditions.
- 3.8. In the case of a grant by DOEN, DOEN will lay down its appropriate specific requirements and conditions in a grant agreement in addition to these general conditions.

#### **4. Progress and final reports**

- 4.1. In accordance with the reporting schedule in the agreement concluded with DOEN, the implementing organisation shall send DOEN one or more written reports on the progress of the project for which a financial contribution was made, starting from the date of commencement of the project for which a financial contribution was made, or if it is not a financial contribution for a specific project, as of the commencement of the period for which the contribution was made. After the end or completion of the project for which a financial contribution was made or the end of the period for which a contribution was made, DOEN will receive a final written report from the implementing organisation, consisting of a substantive and a financial report.
- 4.2. The report(s) must make it possible for DOEN to check the (final) results against the objectives, activities, output and impact of the financial contribution as stated in the description. Where appropriate (to be determined by DOEN) the response of the stakeholders and the target group for whom the financial contribution was intended, the way in which the financial contribution fits the local situation and/or approach to the problems identified in the description are also important. The implementing organisation should provide insight into this in its written report.
- 4.3. The implementing organisation can deviate from the reporting schedule and/or the delivery date of an individual report only with the prior written permission of DOEN.

#### **5. Financial accountability**

- 5.1. The implementing organisation shall keep proper financial records. In these financial records, the implementing organisation shall provide clear insight into all its income and expenditure, compared with the budget provided to DOEN. The implementing organisation shall 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 disbursement of funds with the budget approved by DOEN and an explanation of any differences. If DOEN's contribution is greater than EUR 150,000, this final financial report must be accompanied by an auditor's report testifying that the funds provided by DOEN have 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, grant with dissolving conditions, guarantee or equity investment, the implementing organisation shall send its financial statements or its balance sheet and profit and loss account (with explanatory notes) within six months of the end of each financial year. If DOEN's contribution is greater than EUR 150,000, the financial statements must be accompanied by an auditor's report.

- 5.4. In the case of a (convertible) loan, if payment of interest and principal are not made in accordance with the repayment schedule, the implementing organisation is required to submit its financial statements or balance sheet and profit and loss account (with explanatory notes) each year during the term of the (convertible) loan. If DOEN's contribution is greater than EUR 150,000, the financial report must be accompanied by an auditor's report.
- 5.5. If the implementing organisation fails to satisfy the requirements of financial accountability laid down in this article, DOEN will be entitled to not pay any financial contributions still due, reclaim grants, demand full and immediate repayment of any loan furnished, and to have guarantees terminated.
- 5.6. 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.
- 5.7. DOEN is entitled to carry out an investigation into the expenditure of the financial contribution(s) it has made available or to ask an auditor to carry out this investigation for it. The implementing organisation shall cooperate fully with such investigations.

The implementing organisation is obliged to cooperate with a further DOEN investigation into the implementation and effects of the financial contribution provided by DOEN. Such an investigation shall not begin until the implementing organisation has been informed in writing of the purpose, structure and content of the investigation.
- 5.8. DOEN may at any time have an auditor carry out an audit of the financial accountability of initiatives supported by DOEN. The implementing organisation shall be obliged to cooperate in this investigation.

## **6. Evaluation**

A project or programme or an organisation funded by DOEN - whether co-financed or not - may be evaluated by DOEN. The implementing organisation shall undertake to cooperate in carrying out such an evaluation.

## **7. Publicity**

- 7.1. DOEN would appreciate the cooperation of the implementing organisation in the production and publication of publicity material, both for use in the communication channels of the implementing organisation itself, as well as in the channels of DOEN and/or the Nationale Postcode Loterij N.V.
- 7.2. DOEN and the Nationale Postcode Loterij N.V. are permitted to disclose and communicate about the financial contribution of DOEN to the implementing organisation.

## **8. Consequences of possible conflicts of interest**

No close family or similar relationship, including but not limited to marriage, registered partnership or unmarried cohabitation and affinity or consanguinity to the third degree, may exist between members of the supervisory body and members of the implementing organisation's management or board. If a relationship as referred to above does exist, the implementing organisation must immediately inform DOEN. The existence of such a relationship gives DOEN the right to terminate the agreement entered into with the implementing organisation with immediate effect, or to dissolve that agreement without judicial intervention, and shall oblige the implementing organisation to immediately implement the consequences of the termination contained in the agreement. Should the implementing organisation fail to immediately notify DOEN in writing of the existence of the aforementioned relationship, the implementing organisation will forfeit to DOEN a non-negotiable penalty of EUR 10,000, without prejudice to the obligation of the implementing organisation to immediately implement the consequences of the termination.

## **9. Termination of agreement**

- 9.1. An agreement in which a financial contribution from DOEN is established shall enter into force after it has been signed by both parties. The agreement shall be deemed to have ended when DOEN has approved in writing the substantive and financial final report of the implementing organisation. The evaluation referred to in Article 6 shall remain possible at any time, including after the end of the agreement establishing DOEN's financial contribution.
- 9.2. DOEN may terminate the contract concluded with the implementing organisation with immediate effect or terminate it immediately without judicial intervention if one or more of the following circumstances occur before or during the term of the agreement:
- if the implementing organisation fails to meet one or more of its obligations arising from the agreement concluded with DOEN and these general terms and conditions;
  - if the implementing organisation uses the financial contribution from DOEN, in whole or in part, for a purpose other than that for which the financial contribution was intended by DOEN;
  - if the implementing organisation does not adequately investigate integrity complaints and/or does not take adequate measures after investigation (see Art. 2.6);
  - if the implementing organisation is no longer willing or able to carry out, in whole or in part, the activities for which DOEN has pledged its financial contribution, according to the agreed description;
  - if circumstances have changed to such an extent that the purpose and/or good name of the implementing organisation has been affected;
  - if the disbursement of DOEN's financial contribution has not yet started six months after entering into an agreement with DOEN;
  - if the implementing organisation fails to comply with its substantive or financial reporting obligation in a timely manner (DOEN may also - at its sole discretion - decide to suspend payments);

- if circumstances at the implementing organisation appear to be different to those known to DOEN at the time an agreement was entered into, or have become different;
  - if the implementing organisation is declared bankrupt or has applied for suspension of payments, or if the assets of the implementing organisation have been seized, unless the seizure has been lifted within four weeks of its imposition.
- 9.3. Termination or dissolution of an agreement shall be notified in writing.
- 9.4. If DOEN terminates or dissolves an agreement, any outstanding payment obligations of DOEN will lapse and no further payments will have to be made by DOEN. DOEN may also determine whether and if so what sum the implementing organisation must reasonably repay of what has been paid to it by DOEN.
- 9.5 The agreement concluded with the implementing organisation shall terminate with immediate effect or shall be dissolved immediately without judicial intervention if the implementing organisation joins the group of beneficiaries of the Nationale Postcode Loterij N.V. The consequences of the termination or dissolution of the agreement shall be that any repayment obligations will become due immediately and the conditions under which those repayment obligations arise shall be deemed to have been fulfilled. Furthermore, after termination/dissolution, no further payments will be made by DOEN to the implementing organisation

## **10. Debt collection**

Should an implementing organisation fail to pay a sum due to DOEN within the agreed or specified period, that implementing organisation will be liable to pay statutory interest on the outstanding amount, without the need for any notice of default. If, after notice of default, the implementing organisation continues to fail to pay what it owes to DOEN, DOEN may pass on the sums payable for debt collection, in which case, in addition to the sum then owed, the implementing organisation will also be liable for full reimbursement of extrajudicial and judicial costs, including all costs calculated by external experts, in addition to the costs set in court relating to the collection of DOEN's claim or other legal measures.

## **11. Applicable law and competent court**

- 11.1. Dutch law shall apply to any agreement between DOEN and an implementing organisation, as well as the interpretation or implementation thereof.
- 11.2. Disputes arising from and relating to the conclusion and/or execution of an agreement between DOEN and an implementing organisation and/or these general terms and conditions shall be settled by the competent court in Amsterdam.

## **12. Privacy**

With regard to privacy legislation, please refer to the privacy statement which can be found on the DOEN website.

## **13. Other provisions**

- 13.1. In the event of a difference of opinion regarding the interpretation of the content and scope of these general terms and conditions, the Dutch text shall always prevail.
- 13.2. The latest version of these general terms and conditions shall always apply, provided that this version has been made known to the implementing organisation.

DOEN Foundation Amsterdam

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