



**Call for Quotations  
for the Mid-term Evaluation of the  
Educaid.be programme 2022 – 2026**

*Negotiation procedure without publication  
but with announcement*

**APPLICATIONS TO BE SENT TO:**

**marije.vanbreda@educaid.be**

**BY:**

**Friday 1<sup>st</sup> December 2023, 12:00 AM CET**

## SUMMARY OF CONSULTANCY

### Programme Key Information

<b>Country</b>	Belgium
<b>Title</b>	Educaid.be, Belgian platform for education and development
<b>Period</b>	01/01/2022 – 31/12/2026
<b>Programme Budget</b>	€ 434,500 (VVOB) + € 434,500 (APEFE) = € 869,000
<b>Donor</b>	Belgium
<b>Subsector</b>	Transversal
<b>Focus</b>	Capacity development of and collaboration between Belgian development organisations in the education and training sector

### Evaluation Key Information

<b>Type</b>	Mid-term evaluation
<b>Objective</b>	Assessment of programme's Theory of Change to better understand the mechanisms and factors that contribute to the effectiveness and relevance of the Educaid.be platform for its members and to inform its future activities and interventions.
<b>Process</b>	Inception phase: document review & initial consultations Data Collection: in-depth case studies including site visit in the global south Reporting: validation workshop, draft and final report
<b>Timeframe</b>	Kick off: January 2024 Inception phase: February-March 2024 Data collection, analysis and validation: March-May 2024 Final Report: June 2024
<b>Evaluation budget</b>	30,000 EURO
<b>Profile</b>	Consultant or team with experience in evaluating capacity development interventions, experience with networks or communities of practice, theory of change approach and education sector in the Global South. Fluent in English and French.
<b>Deadline Proposals</b>	Friday 1 <sup>st</sup> December 2023, 12:00 AM Central European Time

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# 1. TECHNICAL SPECIFICATIONS

## 1.1. Description of the Programme

Educaid.be, the platform for education and development, was established in 2010. It is a national, pluralist platform that brings together institutional players, non-governmental organisations, universities, and individual members who are active in the education and training sector in the context of the Belgian development cooperation. Educaid.be has currently around 53 members with a large diversity of organisations.

The programme is implemented by VVOB and APEFE, both institutional actors, who are equal partners (financially, operationally and content-wise) in the implementation.

Educaid.be creates a learning environment in which Belgian actors in education and training in development cooperation create a (political) context to **sustainably and structurally improve the quality and inclusive character of education** in countries in Africa, Asia and South America, with special attention to digitalisation, gender, climate and decent work.

This approach is in line with SDG 4 - Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all.

The platform aims to (1) strengthen the capacity and expertise of its members, (2) foster synergies and complementarity between them and (3) support Belgian policy-makers in the field of education within international cooperation by contributing to relevant policy documents, through recommendations, dialogue and advocacy. It does this by creating a learning environment where participants exchange information, good practices and knowledge, mostly via online and offline events and meetings, on specific education problems and challenges in countries in Africa, South America and Asia.

### Programme Summary

Title	: Educaid.be, Belgian platform for education and development
Location	: Belgium
Period	: January 2022 – December 2026
Budget	: € 869,000 (434,500 (VVOB) + € 434,500 (APEFE))
Subsector	: Education
Focus	: Transversal
Implementing Partners	: VVOB – <i>education for development</i> and APEFE
Target Groups	: <b>Direct:</b> members of Educaid.be who are active in the field of education and training within Belgian international cooperation <b>Indirect:</b> all those who are not members of Educaid.be but who participate in the platform's external activities and/or have access to its publications <b>Final beneficiaries:</b> all learners at all levels of education who are reached by the education and training interventions of Educaid.be members
Outcome	: Belgian development actors working on education and training create a (political) context to improve interventions in education in programme countries in Africa, Asia and South America
Result 1	: Exchange of knowledge and good practices from the programme countries among the members, and input of external expertise leads to more efficiency, synergies and complementarity within the sector of international cooperation and thus contributes to quality and inclusive education and training with attention to digitalisation, gender, climate and decent work.
Result 2	: Educaid.be is an active and reliable interlocutor of the Belgian government in its policymaking on quality and inclusive education and training with special attention to digitalisation, gender, climate and decent work.
Result 3	: The platform improves the (digital) internal and external communication to strengthen and support the two other result areas.

A detailed description of the programme's **Theory of Change** is included in Annex 1.

### **Programme operational structure**

Educaid.be has a **Steering Committee** that consists of 8 member organisations. This body supervises the day-to-day functioning of the platform and takes decisions regarding its structure, internal procedures, strategic orientations/priorities, the multi-year programme (MYP) and budget. It is also responsible for strategic and substantive relations with the government.

The **Coordination** of the platform is provided by 1.5 full-time equivalent and has a coordination and communication function. The coordinator manages the day-to-day activities and the budget of the platform, and can submit proposals to Steering Committee and members.

**Thematic project groups**, composed of at least 5 member organisations, determine specific initiatives around which they will work and together draw up a clear objectives and action plans. The current project groups work around education and gender & inclusion, climate change education, D4E (digitization for education), and the follow-up of the education sector within Belgian bilateral and multilateral development cooperation. There is also a project group that prepares the annual conference.

**External expertise** is engaged for the annual conference, lunch seminars, webinars such as Connect & Learn, and other activities, whether or not organised in the framework of one of the project groups.

At the **annual Members' Meeting**, the activities of the previous year are reviewed (coordination, steering, status and/or results of the project groups), new members are introduced, and the planning for the upcoming year is discussed.

Since November 2018, Educaid.be has also represented the Belgian coalition of the **Global Campaign for Education** (GCE).

### **Implementation approach**

Over the past years, the organisation of events, seminars, the annual conference, meetings of project groups etc. evolved from a mainly in-person approach (prior to the covid pandemic) through an online (during the pandemic) to a mainly hybrid approach (since 2022). This came with the positive side effect that a broader and more international group of people could participate in the platform's learning and exchange activities. But it also came with some drawbacks and additional challenges such as an extra workload for the coordination team to organise hybrid conferences and a high level of no-show online and offline. Another challenge is that many people prefer to participate in the event online rather than live, which partly removes the networking aspect of the platform.

More information on Educaid.be and its activities can be found on its [website](#).

## **1.2. Purpose and objectives of the evaluation**

The mid-term evaluation primarily serves the purpose of learning and decision-making. The aim is to generate insights and recommendations that can be used to inform the implementation of the second half of the programme period (2024-2026) as well as to inform the formulation and design of a future programme. The evaluation is also aimed at generating insights that are useful for its member organisations.

With the aim of leveraging the potential of the Educaid.be platform, the objective of the evaluation is threefold:

- (1) To gain a better insight into the value that members derive from their engagement with Educaid.be;
- (2) To get a better understanding of the mechanisms and factors that contribute to value creation and in particular to increased capacity and synergy between Educaid.be members in Belgium and in the Global South;
- (3) To assess the current implementation approach in terms of its effectiveness, including reach, with a view to create more value for its members and in particular to optimise capacity building and synergy between Educaid.be members in Belgium and in the Global South.

### 1.3. Evaluation approach, key questions and methodological expectations

The Theory of Change is the point of the departure that needs to be verified, unpacked and enriched so as to get a better understanding of the pathways that lead to increased capacity of and synergy between member organisations in Belgium and their representations and/or partners in the Global South.

Following target groups or “levels” are important to consider when unpacking the programme’s Theory of Change:

- Educaid.be members in Belgium (members need to be registered/based in Belgium)
- Representations of member organisations in the Global South (note: not all members have an office/representation in the Global South)
- Partners of Educaid.be members in the Global South

In view of the above evaluation objectives, following key questions need to be addressed:

1. **How do Educaid.be members experience participating in Educaid.be activities? What value do they see and experience in being member of the platform? How do they make use of what was shared or learned within their organisation and in their own work?**

A thorough review of external evaluations and internal surveys carried out on previous Educaid programmes should be part of this.

2. **What “effects” have already occurred at the different levels as a result of members participating in Educaid.be activities? Are there good examples? To what level (e.g. member organisations, their representations or partners in the south, learners) do the effects extend?**

This may include “intended” effects in terms of shared information, capacity building (increased knowledge, expertise or competences) or synergy actions, but equally effects that are not explicitly envisaged or anticipated.

The aim is not to “measure” the effects but rather to map the various effects that occurred as reported by members of Educaid.be, irrespective of the degree or the scope in which these occurred.

This requires a thorough document study as well as consultations with Educaid.be members and members of the different project groups and should result in a mapping of different cases or stories that illustrate actions taken or changes realised as consequence of participating in Educaid.be

3. **How did the effects occur? Who contributed to the realisation of these effects? What exactly was their role/contribution? What circumstances and factors made the effects possible? What barriers had to be overcome and how were these addressed?**

This requires selecting 2 or 3 cases for a more in-depth analyses, of which at least one should include a case study and site visit in the Global South.

4. **How could the effects be measured?**

Indicators should be proposed that could be used to measure these effects as part of the end evaluation and serve as a baseline for a potential next programme.

5. **What is needed and possible to realise more of such effects at the different levels and create more value for members of Educaid.be?**

This involves identifying what Educaid.be needs to do more and/or differently to increase its reach and effectiveness.

### 1.4. Expected Deliverables

- 1) **Inception Report:** based on document review and initial consultations, containing at least:

- First draft of a refined Theory of Change (diagram and narrative)
- Mapping of cases or stories illustrating different effects reported by Educaid.be members

- A selection of 2 or 3 cases for a more in-depth analysis, of which at least one should include a case study with a site visit in the Global South.
- Detailed programme, method and tools for the proposed in-depth case studies
- Detailed budget to cover transport (airfare, car rentals...), accommodation and per diem for the proposed field visit(s)
- Language: English

**2) Validation Workshop:** Presentation and discussion of preliminary findings and conclusions and co-creation of recommendations with Educaid.be Steering Group or a broader representation of Educaid.be members

**3) Evaluation Report:** in English, containing at least

- Executive summary in English and French
- Programme background
- Description of evaluation objectives and methodology including any limitations and challenges
- Refined Theory of Change (diagram and narrative)
- Findings, conclusions and recommendations presented in way that all key evaluation questions are addressed
- Annexes: cases/stories collected as part of the inception phase, data collection tools, list of documents and people consulted

### 1.5. Timeline of key activities and deliverables

It is anticipated that the assignment will start in January 2024 to be concluded before the end of July 2024. Time bound activities and deliverables will be included in the contract.

Key Activities & Deliverables (D)	2024					
	Jan	Feb	Mar	Apr	May	Jun
1. Kick off meeting and handing-over documentation	x					
2. Inception phase (desk study & initial consultations)		x	x			
3. Submission of Inception Report (D1)			<b>D1</b>			
4. Data collection (in-depth case studies incl. site visit) and analysis			x	x	x	
5. Presentation and Validation workshop (D2)					<b>D2</b>	
6. Submission of draft report					x	
7. Feedback on draft report						x
8. Submission of final report (D3)						<b>D3</b>
9. Acceptance of final report						x

### 1.6. Profile of the consultant(s) and requirements for the technical proposal

Minimum requirements:

- Excellent command of English and French
- Proven experience in conducting evaluations of programs of capacity building in the past five years

Other expectations

- Experience with networks, platforms or community of practices
- Experience with education sector in an international context
- Experience with Theory of Change approach
- Experience with evaluating international networks or platforms

In case a team is proposed, a lead-evaluator should be appointed.

The technical proposal must include:

- 1) A description of the proposed methodology for the different phases (inception, data collection and analysis, and reporting including validation) including a justification of the choices, with reference to the expected deliverables, and the role of each member in the assignment
- 2) Indicative work plan with timeline (Gantt chart) and number of expert days for each team member per phase
- 3) For each member of the team, a list of relevant assignments performed during the past five years (from 2019 to present) or currently being performed, with the following info: contracting entity, year of execution of the services, title and country of the services, role in the services.
- 4) CV of each member of the team, specifying language proficiency levels
- 5) One report of previous relevant work written by members of the proposed team, or a link to a website from where the report can be downloaded
- 6) Budget proposal

All requirements for the submission of a proposal are explained in part 2 Administrative Specifications:

- ➔ Section 2.5 “Submission and content of the quotation” explains the administrative, technical and financial section of the quotation
- ➔ Section 2.14 “Awarding criteria” explains the criteria that will be used to assess the technical and financial proposal



## 2. ADMINISTRATIVE SPECIFICATIONS

### CALL FOR QUOTATIONS

**PUBLIC PROCUREMENT:** Reference **VVOB 2023 009 Mid-Term Evaluation Educaid.be**

**PROCEDURE:** Negotiated procedure without publication but with announcement

#### 2.1. Contracting authority and contact

This call is issued by VVOB – *education for development*, represented by Sven Rooms, General Director

VVOB vzw  
Julien Dillensplein 1, bus 2A  
B-1060 Brussels

Contact persons for questions about this call: Marije van Breda - Coordinator Educaid.be  
([marije.vanbreda@educaid.be](mailto:marije.vanbreda@educaid.be))

Any questions can be sent by mail to the contact person, by mentioning the reference of the call for quotations in the subject of the mail. Spoken communication is only permitted to communicate other messages than those referring to the documents of the call or to the quotation, on the condition that sufficient proof is kept of the verbal communication (e.g. a written note, recording, transcript, summary, etc.).

#### 2.2. Subject-matter of the procurement

This procurement is not divided into lots and is not subdivided in fixed and conditional parts. The contract is not reserved to specific economic operators such as sheltered workplaces, people with disabilities, disadvantaged people and protected professions.

The contract is described in part 1 Technical Specifications and in the following annexes :

- Annex 1: Theory of Change of the Educaid.be programme 2022-2026
- Annex 2: Service Contract
- Annex 3: Declaration of Honour

#### 2.3. Implicit declaration of honour, compliance and integrity of the bidders

In accordance with Article 39 of the Royal Decree, the fact of submitting an offer constitutes an implicit declaration on honour that the bidder is not in one of the situations of exclusion referred to in Articles 67 to 69 of the Law (Belgian Law of 17 June 2016 on public contracts (Official Gazette of 14 July 2016) and the Royal Decree of 18 April 2017 on public contracts in the conventional sectors (Belgian Official Gazette of 9 March 2017)).

##### a) Compulsory grounds for exclusion

The contracting authority shall, at any stage of the procedure, exclude the bidder from participation in the award procedure if it is established that the bidder has been convicted through a final judgment on the merits for one of the following offences:

- i. participation in a criminal organisation,
- ii. corruption,
- iii. fraud,
- iv. terrorist activities, offences connected with terrorist activities or inciting, aiding or attempting to commit such an offence,
- v. money laundering or terrorist financing,
- vi. child labour and other forms of trafficking in human beings,
- vii. employment of illegally staying third-country nationals.

→ **Evidence to be submitted by the bidder: Declaration on honour in ANNEX 3**

**b) Exclusion ground relating to tax and social security debts**

At any stage of the award procedure, the contracting authority shall exclude the participation of a bidder who does not fulfil his obligations relating to the payment of taxes or social security contributions.

→ **Evidence to be submitted by the bidder: Declaration on honour in ANNEX 3.**

**c) Compliance with VVOB's Codes of Conduct**

Compliance with VVOB's Codes of Conduct is extremely important to the contracting authority. Any bidder found to be in default on this point will be automatically excluded from the procedure.

The bidder will conduct itself at all times in accordance with (i) VVOB's General Code of Conduct, (ii) VVOB's Child protection policy and (iii) VVOB's Youth protection policy (hereinafter the Codes of Conduct). The Codes of Conduct form part of VVOB's Integrity Policy, which can be consulted at [www.vvob.org](http://www.vvob.org)

The bidder will further ensure that all personnel and (sub)contractors involved in the execution of this contract, as well as all affiliated companies, comply with the Codes of Conduct.

In case of credible accusations that the bidder or one of its staff members, branches or (sub)contractors has violated the Codes of Conduct, VVOB may terminate the contract with immediate effect and without compensation through written notification.

VVOB may decide to suspend the agreement temporarily in anticipation of the investigation into an alleged breach of the Codes of Conduct by means of a written notification sent to the bidder.

→ **Evidence to be submitted by the bidder: Declaration on honour in ANNEX 3**

**d) Compliance with Sanctions Laws**

The bidder represents and warrants by submitting an offer that neither it nor any personnel, affiliates or (sub)contractors:

- is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury's Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury's Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the "Sanctions")
- is the target of Sanctions pursuant to the country or territory where it is located, organized or resident.
- will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
- has knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.

→ **Evidence to be submitted by the tenderer: Declaration on honour in ANNEX 3**

By submitting their offer, the bidder and the head of organization of the bidder give their express consent to a vetting of the person or legal entity and head of the organization and any other individual named in the proposal by VVOB by subjecting them to a sanctions list screening using cloud-based software.

## **2.4. Qualitative selection criteria**

For purposes of conflict of interest, Educaid.be member organisations or employees of member organisations are excluded from this call.

→ **Evidence to be submitted by the tenderer: CV of all proposed consultants**

Bidders who do not meet the selection criteria will be rejected and their offer will not be admitted to the technical and financial evaluations.

## 2.5. Submission and content of the quotation

The signed quotations must be submitted in English in one PDF document by e-mail to [marije.vanbreda@educaid.be](mailto:marije.vanbreda@educaid.be) before **December 1<sup>st</sup>, 2023, 12:00 AM Central European Time** and mention in object : 'Quotation ref: **VVOB 2023 009 Mid-Term Evaluation Educaid.be**

Quotations submitted late (after this deadline) will be retained but will not be counted towards the award of the contract. In the case of submission of a BAFO (best and final offer), the same provisions apply. See below "Negotiations".

The bidder may submit only one quotation for this contract.

The estimated date for the awarding of the contract is **December 15, 2023**

The quotation must consist of the following documents and information:

### a) Administrative section of the quotation, including at least

- 1) Identity of the bidder: business name, legal form, nationality, address, telephone number, e-mail address, contact person and Tax Identification Number, Social Security Number
- 2) Proof regarding compulsory grounds for exclusion (see requested documents in point 2.3.a. and Annex 3)
- 3) Proof of compliance with the tenderer's obligations regarding the payment of taxes and social security contributions (see point 2.3.b. and Annex 3)
- 4) Declaration on honour concerning compliance with VVOB's Codes of Conduct (see point 2.3.c and Annex 3), compliance with Sanctions Laws (see point 2.3.d and Annex 3)
- 5) Proof regarding the qualitative selection criterion (see point 2.4)
- 6) Account number with denomination on which the payments must be made, stating the name and address of the bank and the BIC/SWIFT code

### b) Technical section of the quotation

Technical offer with the description of the proposed services.

The applicants should deliver a proposal in English that contains these elements:

- 1) A description of the proposed methodology for the different phases (inception, data collection and analysis, and reporting including validation) including a justification of the choices, with reference to the expected deliverables, and the role of each member in the assignment
- 2) Indicative work plan with timeline (Gantt chart) and number of expert days for each team member and per phase
- 3) For each member of the team, a list of relevant assignments performed during the past five years (from 2019 to present) or currently being performed, with the following info: contracting entity, year of execution of the services, title and country of the services, role in the services.
- 4) CV of each member of the team, specifying language proficiency levels
- 5) One report of previous relevant work written by members of the proposed team, or a link to a website from where the report can be downloaded

### c) Financial section of the quotation

Proposals are expected not to exceed 30,000 EURO and should cover all possible expenses - including taxes - attached to the delivery of the service.

The detailed breakdown of fee quotation following the below table:

Currency: EUR	Units	Quantity	Total amount VAT exclusive
1. Inception Phase	Lumpsum	1	
2. Data Collection Phase including site visit in the south	Lumpsum(*)	1	

3. Data analysis, validation and reporting	Lumpsum	1	
4. Other cost (if applicable, e.g. printing, stationary, communication)	Lumpsum	1	
TOTAL OFFER VAT EXCL			
		VAT %	
TOTAL OFFER VAT INCL			

(\*) The lumpsum should not include transport (airfares, car rentals), meals or lodgings needed to conduct the field visit(s). This will be covered separately after approval of the Inception Phase report that should include a detailed budget for these costs to conduct the field study.

- Submission of free variants is not allowed.
- Submission of options is not allowed.
- Recourse to subcontractors: The use of subcontracting is not allowed except for contracts between the applicant and the individual consultant(s) for whom the CV is an intrinsic part of the proposal
- The proposal of price reductions is not allowed.

## 2.6. Validity of the quotations

Submitted quotations shall be valid for 90 calendar days from the final date for submission of offers. The same deadline shall apply to the BAFO from the final date of submission.

## 2.7. General conditions of sale

By participating in this procurement, the bidder waives its sales conditions and endorses the purchase conditions of VVOB.

See service contract in Annex 2, to be completed after the award.

The bidder is therefore not authorised to add to his tender any general conditions that conflict with the administrative and technical conditions of VVOB for this contract. Any contrary condition will result in a substantial irregularity in the quotation.

## 2.8. Negotiations

VVOB reserves the right to negotiate on the conditions of the quotations or not (improvement of the proposed conditions: price or other).

In case of negotiations, VVOB will conclude the negotiations by proposing to submit a BAFO (best and final offer). No changes/adjustments/regularisations whatsoever can be made to the BAFO submitted.

The award criteria and the minimum requirements certainly do not qualify for negotiations.

VVOB may or may not conduct negotiations in stages, whereby the number of offers to be negotiated is limited by applying the award criteria.

## 2.9. Award procedure and applicable legislation

This public contract is a negotiated procedure without prior publication in accordance with Belgian public procurement law.

Documents, to the exclusion of all others, applicable to the agreement

The applicable legislation and in particular those concerning public procurement:

- Law of 17 June 2016 on Public Procurement
- Royal Decree of 18 April 2017 on public procurement procedures
- Royal Decree of 14 January 2013 on execution of public contracts

- Law of 17/06/2013 on motivation, information and legal protection

The documents referred to above are available on the internet at [www.publicprocurement.be](http://www.publicprocurement.be).

This agreement is also subject to:

- The specifications in this call and in its appendices, and any notes, standards or documents referred to. The tenderer is deemed to have taken note of this and to have taken it into account when preparing his/her submission.
- All laws and regulations concerning requested products and materials (eg CE conformity etc.).
- The General Data Protection Regulation: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Also apply:

- The additions, amendments and replacements to the aforementioned laws, and other documents on the date of their entry into force with due observance of any transitional provisions.

## 2.10. Notification of the contract

The service provider is invited by e-mail to sign the completed service contract in Annex 2.

## 2.11. Place of delivery and duration of the contract

See service contract in Annex 2.

## 2.12. Site visits and information sessions

Site visit: Without object: no site visit provided.

Information session: Without object: no information session provided.

## 2.13. Conformity of the quotation

In order to be compliant,

- the quotation must be signed,
- the quotation must contain all the information and documents requested in this call for quotations,
- the quotation must propose services that conform to what is expected and described by VVOB,
- the provider must meet the minimal selection criteria referred to in points 2.3 and 2.4 of this call.

If any information or documents provided by the bidder appear to be incomplete or incorrect, or if certain documents are missing, VVOB may request the bidder in question to submit, supplement, clarify or explain the information or documents concerned within an appropriate time period. This option in no way obliges VVOB to give bidders this opportunity.

Quotations that do not conform will be rejected and will not be admitted to the technical and financial evaluations.

If the bidder does not use the documents (forms, pricelist, etc. if any) attached to this call for quotations, he/she shall bear full responsibility for ensuring that the documents used correspond exactly to those provided for.

## 2.14. Awarding criteria

VVOB will award the contract to the provider who has submitted the most economically advantageous offer as determined on the basis of the following awarding criteria:

## TECHNICAL CRITERIA

### 1. Technical exclusion criteria without allocation of points

- a) Excellent written and spoken command of English and French
- Evidence to be submitted: CV of each member of the team, specifying their language proficiency levels
- b) Proven experience in conducting evaluations of programs of capacity building in the past five years
- Evidence to be submitted: list of at least 3 relevant assignments in the past five years (from 2019 to present). In case of a team, at least one member should have a minimum of 3 relevant assignments in the past five years.

Quotations presenting the bidders do not respond to the above minimum experience will be rejected.

### 2. Technical criteria with allocation of points (weight 70/100 points)

- a) Relevant professional experience (35 points)

The following scoring scale will be applied to assess the quality of the proposal:

Criteria	Evidence	Scoring
The consultant or team has experience with networks, platforms or community of practices	CV and List of relevant assignments	3 experiences or more = 10 2 experiences = 5 1 experience = 0
The consultant or team has experience with the education sector in the Global South	CV and List of relevant assignments	3 experiences or more = 10 2 experiences = 5 1 experience = 0
The consultant or team has experience with Theory of Change approach	CV and List of relevant assignments	Very good = 10 Good = 5 Satisfactory = 0
The consultant or team has experience with evaluating international networks or platforms	CV and List of relevant assignments	2 assignments = 5 1 assignments = 3 0 assignments = 0

Points will be given to the expert or to the team, in case a team of experts submits. In case 3 or more criteria in the list score 0, the proposal will be rejected.

- b) Description of the (i) proposed methodology for the different phases (inception, data collection and analysis, and reporting including validation) including a justification of the choices, with reference to the expected deliverables, and the role of each member in the assignment and an (ii) indicative work plan with timeline (Gantt chart) and number of expert days for each team member per phase (35 points)

The following scoring scale will be applied to assess the quality of the proposal:

The Technical Proposal is complete, comprehensible and well written, and shows a clear understanding of the context and objectives of the assignment	Excellent = 15 Very good = 10 Good = 5 Satisfactory = 0 Less than satisfactory = rejected
The Technical Proposal explains clearly the methodology, possible tools and justification of choices, with reference to the different phases and deliverables	Excellent = 15 Very good = 10 Good = 5 Satisfactory = 0 Less than satisfactory = rejected

The indicative work plan is complete, clear and realistic in terms of timing and number of days and in line with the proposed timeframe	Excellent = 5 Very Good = 3 Good = 1 Satisfactory = 0
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### **PRICE CRITERION (weight 30/100 points)**

Evaluated on the basis of the proportionality rule whereby the cheapest offer receives 30 points.

## **2.15. Pricing and price components**

### PRICING:

The quantities are estimated (order as per price list). See detailed pricelist to be completed under section 2.5.c.

The prices are mentioned in EURO. The total amount of the offer is expressed in numbers and in full characters.

### ELEMENTS CONCLUDED IN THE PRICE:

The proposed price is all-inclusive and includes all administrative, transport, delivery, customs clearance and all other possible costs related to the delivery and execution of the contract. Price are provided without VAT and VAT included.

The bidder establishes the amount of his quotation according to his own calculations and estimates, taking into account the content and scope of the contract.

The unit prices and global prices of each item of the pricelist, if any, shall be determined by respecting the relative value of these items with respect to the total amount of the tender. All general and financial costs, as well as the proceeds, are divided proportionally between the various items according to their importance.

The contract does not allow refundable costs.

Prices are fixed for the duration of the contract (no price revision allowed).

### VERIFICATION OF THE PRICE

The bidder shall provide all indications permitting the comparison of prices or costs as requested by the contracting authority. The correction of errors is carried out by VVOB.

## **2.16. Terms of payment**

See service contract in Annex 2.

## **2.17. Possibility of not awarding or concluding the contract**

The conclusion of the procedure does not imply an obligation to award or conclude the contract. The contracting authority may refrain from awarding or concluding the contract, or may reopen the procedure in another way, if necessary.

## **2.18. Bidders responsibilities during the execution of the contract**

See service contract in Annex 2.

## **2.19. Delay penalties**

Not applicable

## 2.20. Bail

No bail is required for this contract.

## 2.21. Disputes

See service contract in Annex 2.

## 2.22. Confidential clause (Personal Data)

The bidder should be aware that the contracting authority attaches importance to the protection of personal data for the processing for which it assumes the role of data controller in accordance with Article 4, paragraph 7 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR").

The bidder undertakes to comply strictly with the obligations provided for by the GDPR and Belgian law on the protection of personal data, regarding the processing of data entrusted to it by the Contracting Authority or collected by the bidder on behalf of and at the request of the Contracting Authority.

If the bidder reasonably considers that other agreements should be concluded in order to comply with the applicable legislation, the bidder will proactively inform the contracting authority. In any case, the bidder must cooperate in good faith with the contracting authority in order to comply with the applicable legal provisions at all times.

For all questions regarding the protection of personal data, the bidder may contact the Contracting Authority's Data Protection Officer or his designate.

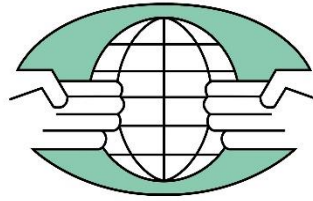
For more information about the confidentiality policy within VVOB VZW, the way to exercise one of the rights provided by the GDPR or to report a personal data leak, the bidder can visit the website of the Contracting Authority (<https://www.vvob.org/en/privacy-statement>).

## 3. ANNEXES

1. Theory of Change of Educaid.be programme 2022-2026
2. Service contract
3. Declaration on honour



# APEFE



## **Théorie du changement Programme Belgique de l'APEFE**

*Educaid.be, la plateforme belge pour  
l'éducation et la formation au sein de la  
coopération au développement*

## Théorie du Changement - Theory of Change (ToC)

Pour la prochaine programmation 2022-2026 APEFE veut, via la plateforme Educaid.be, promouvoir une concertation structurelle entre les différents acteurs (coopération bilatérale, acteurs institutionnels, ONG francophones et néerlandophones, organisations du quatrième pilier, membres individuels) dans le domaine de l'éducation et de la formation au sein de la coopération internationale belge. Pour APEFE, la réalisation de l'ODD4 et des autres ODD n'est pas possible sans tenir compte de l'ODD 17, à savoir établir des partenariats pour atteindre les objectifs (l'amélioration des connaissances et l'échange de pratiques éducatives entre les acteurs sont le début de partenariats durables pour relever les défis communs et atteindre les ODD).

Educaid.be est une plateforme ouverte qui offre à ses membres un lieu d'échange et de capitalisation de la connaissance et des compétences dans le domaine de l'éducation et de la formation et de leurs applications dans les pays programme. De plus, via Educaid.be APEFE garantit une contribution belge plus efficace aux politiques d'éducation et de formation et au débat politique, basée sur le droit à une éducation de qualité et inclusive pour tous les enfants et jeunes en prêtant une attention particulière à la digitalisation, au genre, au climat et au travail décent.

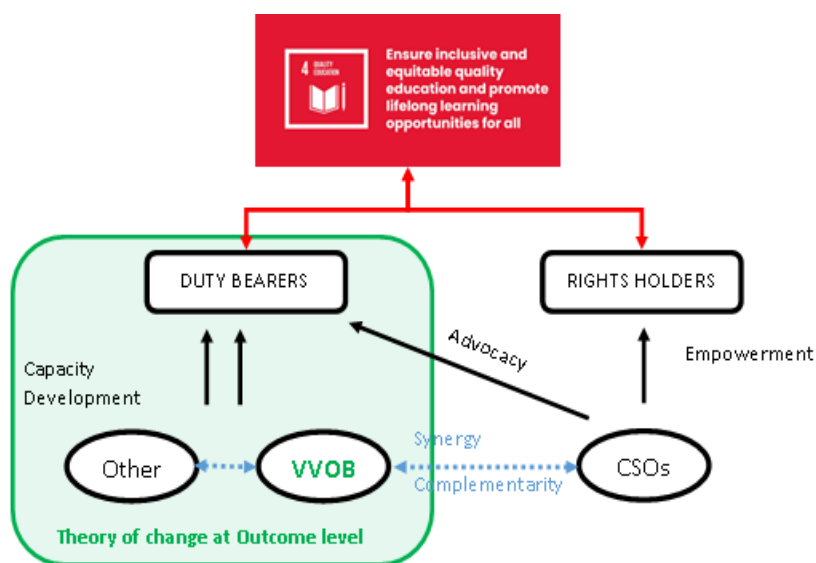
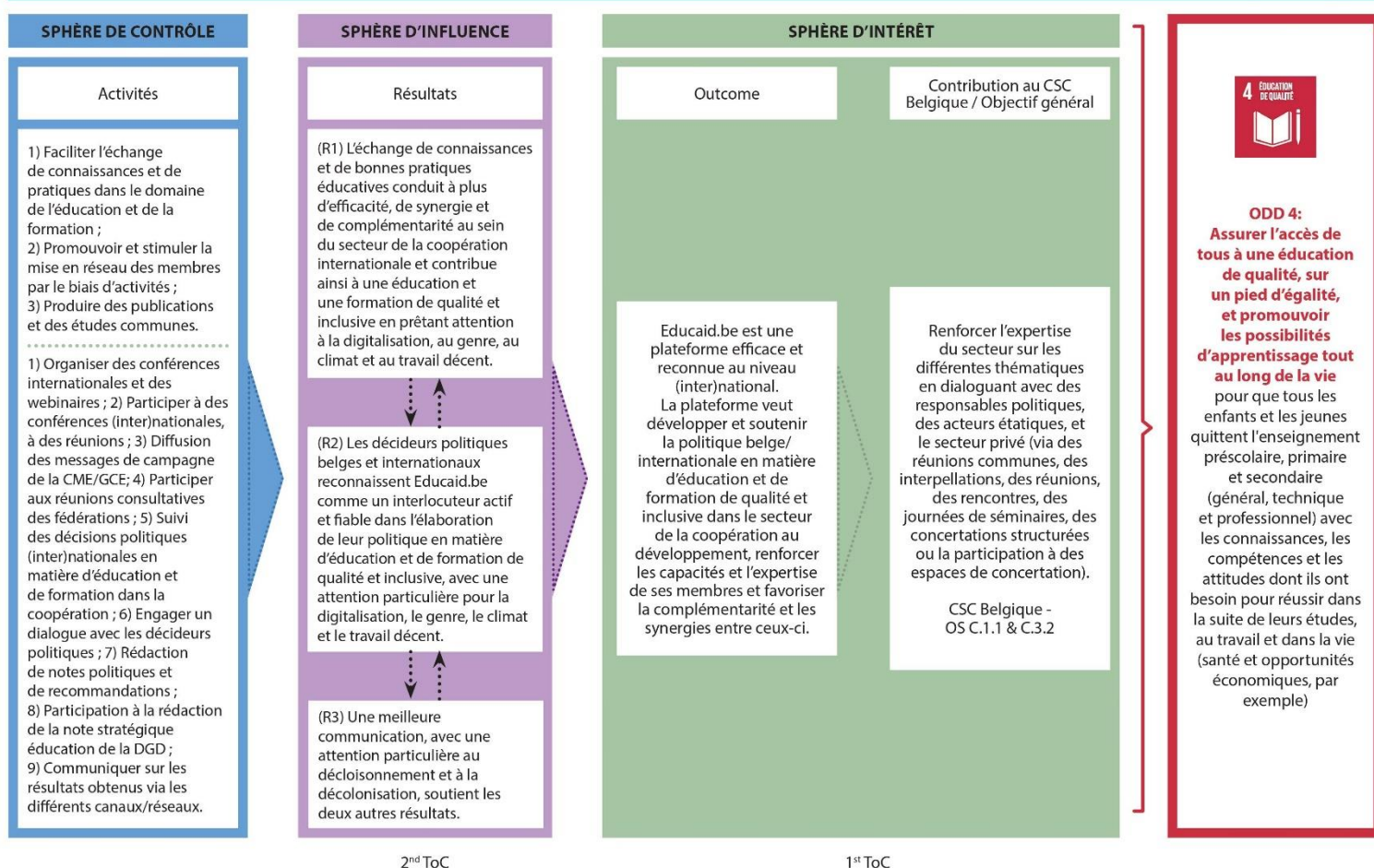


Diagramme du ToC, outcome programme Belgique – Educaid.be: la plateforme belge pour l'éducation et la formation au sein de la coopération au développement.

**Educaid.be : la Plateforme belge pour l'éducation et la formation au sein de la coopération au développement**



Description de la TOC de l'outcome programme Belgique – Educaid.be: la Plateforme belge pour l'éducation et la formation au sein de la coopération au développement.

Description de la relation entre l'outcome et comment l'outcome contribue aux objectifs du CSC Belgique / objectif spécifique et ODD 4 – (1e ToC – sphère d'intérêt )

Faisant partie de la communauté internationale, APEFE et VVOB soulignent l'importance de l'agenda global des objectifs de développement durable (ODD) et se concentrent dans leur vision et mission sur l'amélioration de l'éducation et de la formation. Le changement visé, à savoir assurer l'accès de tous les enfants et jeunes à une éducation de qualité et inclusive, en tenant compte de la digitalisation, du genre, du climat et du travail décent, est présenté comme l'objectif principal de la plateforme Educaid.be. L'éducation et l'apprentissage tout au long de la vie doivent, plus que jamais, être inclusifs et rester une des priorités des décideurs politiques nationaux et internationaux en sensibilisant et en mobilisant les acteurs politiques du monde entier. Educaid.be souligne l'importance de continuer à reconnaître l'éducation et la formation comme un levier de développement et de faire preuve de solidarité internationale, surtout en ces temps marqués par la crise sanitaire.

La crise sanitaire a renforcé les inégalités dans le monde face à l'accès à une éducation de qualité. Dans la lutte contre la pandémie, 190 pays ont temporairement fermé les portes des écoles. 90% des élèves, soit 1,6 milliard d'enfants et de jeunes en âge scolaire, ont été touchés. L'apprentissage à distance devait guider au mieux les élèves. Malheureusement, cette forme d'enseignement ne convient pas à tout le monde, ce qui signifie que de nombreux enfants et jeunes ont perdu le contact avec l'école pendant le confinement. Nous savons, d'après les situations de crise précédentes, que les filles, les enfants et les jeunes de groupes vulnérables ou handicapés, en particulier, font partie des groupes à risque de déscolarisation. Educaid.be insiste sur le fait que l'accès à l'éducation est un droit humain fondamental individuel repris, entre autres, dans la Déclaration universelle des droits de l'homme et dans la Convention internationale relative aux droits de l'enfant. Ce droit doit être garant à tout moment.

Dans le prochain programme d'Educaid.be, APEFE et VVOB continueront à soutenir la plateforme pour qu'elle atteigne ses objectifs. Educaid.be est une plateforme reconnue et efficace qui développe des activités de sensibilisation et de plaidoyer et contribue à développer et à soutenir la politique belge en matière d'éducation et de formation de qualité et inclusive au sein de la coopération au développement, qui renforce la capacité et l'échange de connaissances et d'expertise de ses membres et qui promeut la complémentarité et la synergie entre ses membres.

Dans toute sa diversité (coopération bilatérale, acteurs institutionnels, ONG francophones et néerlandophones, organisations du quatrième pilier, membres individuels), Educaid.be dispose de deux leviers importants pour entrer en dialogue avec les décideurs politiques et les acteurs publics : l'expertise et la représentativité. Cela garantit que la plate-forme est suffisamment solide pour être entendue par les décideurs politiques à différents niveaux de compétence en Belgique et à l'étranger, ainsi que par le secteur. Dans le CSC Belgique, le renforcement de ces deux leviers est décrit comme des objectifs stratégiques, qui via le programme Educaid.be sont considérés comme prioritaires par APEFE et VVOB (à savoir OS C1.1 et C3.2).

Pour illustrer l'impact de l'éducation sur le développement humain et économique, Educaid.be s'inspire de la Campagne mondiale pour l'éducation (CME), de la Coalition mondiale pour l'éducation de l'UNESCO et d'autres acteurs internationaux. Educaid.be représente la Belgique dans la Campagne mondiale pour l'éducation, soutient ses activités et renforce ses actions de communication.

Educaid.be contribuera à l'objectif stratégique du CSC Belgique concernant le plaidoyer. Plus spécifiquement au OS C.1.1 qui vise à renforcer l'expertise au sein du secteur et à partager les bonnes pratiques. De plus, Educaid.be contribuera activement à l'OS C 2.3. qui vise le dialogue avec les décideurs politiques et les acteurs publics, ainsi qu'avec les acteurs privés.

La vision et la mission d'Educaid.be s'alignent clairement sur l'ODD 4: « Assurer l'accès de tous à une éducation de qualité, sur un pied d'égalité, et promouvoir les possibilités d'apprentissage tout au long de la vie », avec un accent particulier sur le principe du "Leave No One Behind", qui devrait garantir un avenir meilleur et durable pour tous (voir ci-dessous).

Educaid.be vise dans ses activités et fonctionnement également d'autres ODD qui sont étroitement liés à l'ODD4.

Ce sont :

- ODD 5 égalité des sexes et inclusion (pédagogie sensible au genre et initiatives pour lutter contre la violence sexiste dans les écoles) ;
- ODD 8 travail décent (le développement professionnel des formateurs d'enseignants conduit à un travail décent pour les enseignants ; une éducation de qualité prévient décrochage scolaire, maintient les enfants et les jeunes à l'école et augmente leurs chances sur le marché du travail, une éducation EFTP adaptée au marché du travail augmente les chances d'emploi);
- ODD13 lutte contre le changement climatique (éducation au climat) ;
- ODD 17 partenariats pour atteindre les objectifs (l'amélioration des connaissances et l'échange de pratiques éducatives entre les acteurs sont le début de partenariats durables pour relever les défis communs et atteindre les ODD).

Les ODD suivants sont également importants pour Educaid.be, mais sont moins mis en avant dans le fonctionnement de la plateforme :

- ODD1 Éliminer toutes les formes d'extrême pauvreté (l'éducation en tant que droit de l'homme et base de la lutte contre la pauvreté, mobilité sociale ascendante grâce à l'éducation) ;
- ODD3 soins de santé pour tous (des carrières scolaires plus longues conduisent à une meilleure santé, l'attention portée à la santé sexuelle, à la violence sexiste et au bien-être dans un contexte éducatif, tout comme les vaccinations et la distribution de repas scolaires) ;
- ODD10 : réduire les inégalités (l'éducation comme indicateur pour mesurer les inégalités sociales).

Le programme Educaid.be de l'APEFE et de la VVOB accorde également une attention particulière dans son fonctionnement et sa communication à deux principes importants liés aux ODD, à savoir :

- « Leave No One Behind »: le principe qui devrait garantir un avenir meilleur et durable pour tous. La transition vers la durabilité dans l'éducation doit donc être socialement juste et inclusive. Il ne s'agit pas seulement du principe de non-discrimination. Cela va plus loin : il s'agit de reconnaître l'importance d'inclure certains groupes qui sont trop souvent "laissés de côté". Pour ce faire, l'inégalité structurelle doit être transcendée et l'éducation doit prêter attention à l'inclusion, à la diversité, à l'inégalité sociale et à l'égalité des sexes. Si un groupe spécifique de jeunes ou d'enfants est exclu, l'ODD ne pourra jamais être atteint.
- Interconnexion des 17 ODD : Educaid.be prêtera également attention aux autres ODD dans son fonctionnement et ne se concentrera pas uniquement sur l'ODD4. Les ODD sont en effet liés entre eux et ne sont pas des silos séparés. Ce n'est qu'en les abordant ensemble que nous pourrons atteindre les objectifs mondiaux de développement durable et mettre fin à

l'extrême pauvreté, aux inégalités, à l'injustice et au changement climatique. Il est généralement connu que l'ODD4 est à la base de la réalisation des autres ODD. C'est pourquoi Educaid.be se penchera sur les liens entre l'éducation et les autres objectifs de développement, en accordant une attention particulière au genre (ODD 5), au travail décent (ODD 8), au climat (ODD 13) et aux synergies pour atteindre les objectifs (ODD 17).

Description des activités, résultats et comment ils contribuent à l'outcome (2-ième ToC – sphère d'influence)

Afin d'obtenir l'outcome escompté, APEFE et VVOB se concentrent sur les résultats suivants par le biais du programme Educaid.be :

R.1). L'échange de connaissances et de bonnes pratiques des pays programme conduit à plus d'efficacité, de synergies et de complémentarité au sein du secteur de la coopération internationale et contribue ainsi à une éducation et une formation de qualité et inclusive en prêtant attention à la digitalisation, au genre, au climat et au travail décent.

R.2). Les acteurs politiques belges et internationaux reconnaissent Educaid.be comme un interlocuteur actif et fiable dans l'élaboration de leur politique pour une éducation en une formation qualitative et inclusive avec une attention particulière pour la numérisation, le genre, le climat et le travail décent.

R.3). Educaid.be améliore la communication (digitale) interne et externe de la plateforme pour renforcer et soutenir les deux autres résultats et y prête une attention particulière au décloisonnement et à la décolonisation.

APEFE et VVOB sont des acteurs institutionnels (AI) et ont le mandat de travailler avec les autorités et les organisations avec un mandat gouvernemental.

À ce titre, ils se concentreront sur :

- le développement des capacités des membres d'Educaid.be afin qu'ils garantissent le droit à l'éducation et à la formation de manière plus qualitative et inclusive, en tenant compte de la digitalisation, du genre, du climat et du travail décent ;
- la promotion de l'égalité dans les gestions et pratiques gouvernementales.

Avec Educaid.be, APEFE et VVOB reconnaissent le rôle important de la société civile pour atteindre le droit à l'éducation et à la formation. Les programmes des organisations de la société civile (OSC) et des acteurs institutionnels (AI), tels que APEFE et VVOB, sont complémentaires et ont le potentiel de se renforcer mutuellement. C'est pour cela qu'APEFE et VVOB sont activement à la recherche de synergies et partenariats avec les OSC, entre autres par le biais d'Educaid.be.

La nomination d'Educaid.be dans le rôle de représentant belge à la Campagne mondiale pour l'éducation (CME) en 2018 en est un bon exemple. Dans ce nouveau programme pluriannuel, la place d'Educaid.be au sein de la CME sera davantage précisée et clarifiée.

- **Choix:** Echange et collaboration entre les organisations qui ont comme objectif principal l'ODD 4, en lien avec d'autres ODD, afin de rendre possible une approche holistique de l'approche basée sur les droits (Rights Based Framework (RBF)).

- **Motivation:** Mandats d’APEFE/VVOB et d’Educaid.be.
- **Hypothèse:** Par la participation aux activités d’Educaid.be, les acteurs belges actifs dans le secteur de l’éducation et de la formation dans la coopération au développement créent un contexte (politique) qui à terme améliorera les interventions d’éducation dans les autres pays programmes en Afrique, Asie, Amérique du Sud, et mènera à une approche plus intégrale de l’éducation et de la formation, dans laquelle la société civile locale, les autorités et les acteurs belges et internationaux sont également impliqués.

### **Champ d’application des interventions et les modalités opérationnelles :**

Educaid.be renforce la capacité et l’expertise des acteurs belges dans le domaine de l’éducation et de la formation, facilite la synergie et la complémentarité entre ces membres, et apporte un soutien à la politique belge et internationale en matière d’éducation et de coopération.

### Comment ?

- Le renforcement des capacités et le partage d'expertise/connaissances (résultat 1) des membres, d'une part, et la stimulation de la coopération et de la synergie entre les membres, d'autre part, se feront par l'organisation de séminaires, webinaires, de formations, conférences internationales (numériques), des réunions de membres, etc. mais également par le biais d’échanges (en ligne) dans le cadre de groupes de projet sur une thématique spécifique (p.e.x. EFTP, genre et inclusion, D4E, environnement et éducation, etc.) Due à la crise du COVID-19 les réunions ont eu lieu en ligne. Ce qui a pour conséquence positive que les partenaires et les collaborateurs d’autres pays programme que la Belgique sont impliqués et peuvent jouer un rôle actif dans les activités de la plateforme. Cette tendance sera maintenue et encouragée en 2022-2026.
- Plaidoyer et soutien des politiques (résultat 2) se font par le biais d’un dialogue permanent avec les autorités belges et la formulation de recommandations aux différents décideurs politiques. Le plaidoyer auprès des politiques du secteur de l’éducation dans le cadre de la coopération internationale est suivie et soutenue par un groupe de projet dans lequel divers membres de la plate-forme sont impliqués. Au niveau international, Educaid.be assume le rôle de GCE-Belgium depuis 2018 et diffuse les communications de la Campagne mondiale pour l’éducation via la plateforme. Au cours de la période 2022-2026, Educaid.be développera davantage ce rôle et renforcera la position de la plateforme vis-à-vis des acteurs institutionnels.
- Pour renforcer et soutenir les deux autres résultats, Educaid.be améliore la communication interne et externe (numérique) (R3) via le site Educaid.be, le bulletin d’informations numérique, et des différents médias sociaux (Twitter, LinkedIn et Facebook). Educaid.be accorde une attention particulière au décloisonnement et à la décolonisation dans sa communication.
- **Choix:** renforcement des capacités, partage d’expertise/connaissances; plaidoyer et un soutien aux décideurs politiques (cf. Note Stratégique Education); collaboration et synergie.
- **Motivation:** Améliorer la qualité et le caractère inclusif des programmes en éducation dans les pays en Afrique, Asie, Amérique du Sud, par le biais d’un soutien au contenu et au plaidoyer.
- **Hypothèse:**
  - Educaid.be est une plateforme qui fonctionne bien et représente un large éventail d’acteurs belges du secteur de l’éducation et de la formation dans les pays

programmes avec une attention particulière portée à la digitalisation, le genre et l'inclusion, la travail décent et le climat.

- Les autorités belges reconnaissent la plateforme en tant qu'interlocuteur fiable et sont ouverts aux recommandations et l'expertise d'Educaid.be.
- Au niveau international, Educaid.be est le représentant de la Belgique au sein de la Campagne mondiale pour l'éducation et est reconnu comme tel. Dans le prochain programme, Educaid.be se concentrera davantage sur l'échange et le partage des connaissances avec les autres représentants de la CME et continuera à développer son réseau au niveau européen.

### Qui?

Coordinateur.trice/ Comité de Pilotage (politique et management) et les membres (contenu).

- **Choix:** Echange de connaissances physique et virtuel avec des partenaires en Belgique et dans les autres pays programme en Afrique, Asie et Amérique du Sud.
- **Motivation:** Collaboration et synergie entre organisations belges très diverses (coopération bilatérale, acteurs institutionnels, ONG francophones et néerlandophones, organisations du quatrième pilier, membres individuels) mènent à une amélioration de qualité et une croissance du caractère inclusif des programmes éducatifs dans les pays programme.
- **Hypothèse:** Les membres d'Educaid.be montrent des attitudes constructives pour le dialogue, l'échange et la collaboration et investissent suffisamment de temps à leur participation à la plateforme. Les membres participants/actifs ne sont plus limités à la Belgique, mais grâce à la digitalisation, ils peuvent également jouer un rôle actif dans la réalisation d'activités à partir d'autres pays programme et ainsi enrichir le contenu et l'approche.

### Quelles sont les hypothèses entre la cause et l'effet ?

- La plateforme facilite l'échange de connaissances entre les différents acteurs, améliorant ainsi les programmes d'éducation et de formation.
- L'échange contribue à la complémentarité et à la synergie entre les différents acteurs et mène ainsi à une plus grande efficacité.
- Les compétences acquises dans le domaine de la formation et de l'éducation contribuent au renforcement des autres ODD tels que le genre, le climat et le travail décent.
- Le plaidoyer par le biais de la plateforme contribue à renforcer le financement (tant bilatéral que multilatéral via, entre autres, via le GPE (Global Partnership for Education)) des programmes visant une éducation inclusive et de qualité.
- La diffusion des informations de la plate-forme à ses membres et au-delà, ainsi que des membres à la plate-forme, se fait de manière fluide et efficace grâce au déploiement d'un.e conseiller.e en communication et à une approche plus réfléchie. La notoriété de la plateforme vis-à-vis des autres acteurs augmente grâce à une communication plus réfléchie et efficace.

### Sur quels éléments (croyances, valeurs, expériences, théories, recherches, ...) ces hypothèses sont-elles basées ?

- La collaboration en matière de connaissances donne accès aux meilleures personnes, aux meilleures idées, aux meilleurs encadrements de recherche et aux meilleures infrastructures (numériques). Par conséquent, le partage des connaissances et la collaboration sont facilités et encouragés par Educaid.be.



- L'évaluation mi-parcours par South Research en 2019/2020 et l'enquête en ligne des membres sur les trois résultats.
- Les défis sociétaux liés à l'éducation, au genre, au climat, à la numérisation et au travail décent ne se limitent pas aux frontières organisationnelles. Ils exigent des réponses interdisciplinaires qui transcendent les organisations. Pour ce faire, la coopération est essentielle : d'une part, pour partager les connaissances et, d'autre part, pour rassembler les connaissances et semer les graines d'innovations révolutionnaires. Il s'agit de projets réalisés par des consortiums de différentes organisations.
- En échangeant les expériences d'autres plateformes similaires telles que Be-cause Health ou la Plateforme pour les droits de l'enfant dans la coopération au développement.
- Les leçons apprises
- Réponses des décideurs politiques aux recommandations
- Programmes pluriannuels précédents
- Résultats concrets tels que des publications, des pages web, des séminaires et des webinaires, des conférences internationales.
- Listes de présence aux réunions
- Présences et résultats de vote au sein de la CME/GCE
- Statistiques communication externe via les médias sociaux
- Analyse du site web et du bulletin d'informations.

Pendant l'implantation du programme, quels risques peuvent influencer le changement prévu ?

- Surcharge et manque de temps des membres, entraînant une diminution des initiatives pour mettre en place des projets et une diminution de la participation aux activités de la plateforme ;
- A cause d'un turnover dans le secteur, certains membres ne sont pas remplacés au sein de la plateforme > analyser régulièrement la cartographie de la plateforme et contacter les membres concernés.
- Des restrictions budgétaires peuvent amener les membres à se replier sur leur activité principale et à accorder moins d'attention à l'éducation > se concentrer davantage sur les liens avec les autres ODD, tels que le travail décent ou le climat comme partie intégrante de l'éducation et de la formation.
- La connaissance de la numérisation au sein des organisations membres est encore insuffisante pour mettre en œuvre le changement numérique dans les pays programme > accentuer l'échange de connaissances dans le domaine de la numérisation et attirer de l'expertise externe.
- Une diminution de l'intérêt pour l'éducation au sein de la coopération au développement belge et ailleurs > assurer un échange permanent avec les décideurs politiques et offrir des connaissances et une expertise basées sur des résultats et des chiffres concrets ; > établir des liens avec d'autres ODD tels que le genre, le climat et le travail décent afin de maintenir l'éducation à la une de l'agenda des décideurs politiques.
- En tant que représentant de la CME/GCE en Belgique, il peut y avoir des divisions au sein de la plateforme sur certaines positions ou campagnes > clarifier et renforcer le rôle d'Educaid.be en tant que représentant de la CME au sein de la plateforme.
- Trop de communication peut la rendre diffuse et peu cohérente > améliorer la stratégie et l'approche de communication externe et interne
- Le nombre élevé et la diversité des membres font que les membres ne s'y retrouvent plus > cartographie des membres avec clarification des mandats et des rôles

- Les petites organisations se sentent moins concernées car la communication cible souvent un groupe sélectif de membres d'Educaid.be > encourager tous les membres à partager leurs résultats/success stories avec le/la coordinateur.trice
- La notoriété d'Educaid.be est trop faible > se concentrer davantage sur la mise en réseau (inter)nationale grâce au rôle représentatif du/de la coordinateur.trice et renforcer la communication externe.
- Il existe de nombreux *fora* et plateformes d'échange dans le secteur de la coopération internationale. Les réunions en ligne facilitent la participation à ces *fora* de consultation, ce qui augmentera également leur nombre. Il y a un risque de fragmentation > collaborer davantage et se différencier plus clairement des autres plateformes

#### Les parties concernées?

- Membres d'Educaid.be
- Les décideurs politiques
- Conseiller.e.s en Communication
- Experts externes
- CME/GCE

En tenant compte des hypothèses et des risques éventuels, le programme Educaid.be se concentrera sur les activités suivantes afin d'atteindre les résultats décrits ci-dessus :

**Act 1:** Educaid.be facilite le partage de connaissances et/ou de pratiques et encourage la mise en réseau de ses membres afin d'améliorer leurs programmes sur l'éducation inclusive et de qualité, en accordant une attention particulière à la digitalisation, au genre, au climat et au travail décent.

Par le biais de la plateforme Educaid.be, APEFE et VVOB, offrent aux acteurs belges de l'éducation dans la coopération internationale la possibilité de partager leur expertise et d'acquérir des connaissances par le biais d'échanges, de conférences (inter)nationales, de webinaires et de séminaires et de la réunion des membres. Au sein des groupes de projet, les membres ont accès à l'expertise (externe) et aux bonnes pratiques des autres organisations membres dans le domaine de l'éducation et de la formation dans les pays d'Afrique, d'Asie et d'Amérique du Sud. Grâce à cette connaissance et expertise accrues, les programmes sont renforcés et améliorés et contribuent à la réalisation de l'ODD 4 et indirectement des autres ODD.

**Act 2:** L'objectif de ce projet est d'accroître l'efficacité de l'éducation et de la formation au sein de la coopération internationale par le biais de campagnes (inter)nationales, de réunions, d'événements et de conférences.

Par l'organisation de conférences et de campagnes (inter)nationales, APEFE et VVOB favorisent la naissance de partenariats et de synergies entre les organisations, ce qui a une influence positive sur l'approche concrète du programme pour l'ODD4. Dans le domaine du plaidoyer politique, une coopération (inter)nationale concrète entre les organisations est également importante pour maintenir l'accent sur l'éducation dans la coopération internationale.

**Act 3:** Gestion et amélioration du site Educaid.be avec des articles, du matériel (images), des rapports de réunions et un lien vers la newsletter, les médias sociaux, etc.

APEFE et VVOB améliorent le flux de communication au sein de la plateforme via le site Educaid.be et le bulletin d'information numérique. Ils se concentreront également sur l'utilisation de LinkedIn, Twitter et Facebook pour diffuser des messages de communication provenant d'Educaid.be ou de ses membres, ou d'autres acteurs (inter)nationaux dans le domaine de l'éducation et de la formation au sein de la coopération internationale. Lors d'événements internationaux tels que la conférence

annuelle, nous utilisons les médias sociaux pour atteindre un public plus large et pour renforcer la notoriété d'Educaid.be.

La théorie du changement sera le point de départ du développement du système de suivi de la VVOB et de l'APEFE : outre les indicateurs du cadre logique, des domaines supplémentaires et des indicateurs et variables connexes seront identifiés, pour lesquels des données seront collectées par le suivi.

D'autre part, les résultats du monitoring seront également utilisés pour alimenter la théorie du changement. La théorie du changement sera testée en fonction de l'évolution du contexte et des résultats du monitoring et de la recherche au cours des années 2 et 4 du programme, dans le cadre d'un processus interne de réflexion et d'apprentissage.

La théorie du changement sera également un outil important pour l'évaluation externe (années 3 et 5). Elle sera utilisée dans la rédaction des questions d'évaluation et pour aider à identifier les lacunes dans les données disponibles. Il sera également demandé à l'évaluateur.trice de reformuler la théorie du changement en fonction de sa compréhension du fonctionnement du programme (dans le cadre du rapport initial) et des résultats de l'évaluation (dans le cadre du rapport d'évaluation final).

**Sources :**

<https://en.unesco.org/news/secretary-general-warns-education-catastrophe-pointing-unesco-estimate-24-million-learners-0>

South Research – S. Stecher Rasmussen (2020) – rapport Accompagnement du processus de réflexion stratégique d'Educaid.be



## Independent Services Contract

Between:

VVOB, non-profit association with company number 0423.616.717, located at Julien Dillensplein 1, 2A, 1060 Brussels (Belgium);

hereby validly represented by Mr. Sven Rooms, Director-General;

hereafter called **VVOB**;

and:

Name, Legal form with VAT/registration/TIN number (insert a space if you want to leave this open), with registered office located at Street Address, Postal code, City (Country), hereby validly represented by Mr./Mrs. Name, Function title;

hereafter **the Service Provider**;

together **the Parties**;

### IT IS AGREED AS FOLLOWS:

VVOB is a non-governmental organization aiming to improve the quality of education in the Global South and in Belgium.

The Service Provider has a particular expertise relating to evaluating capacity development interventions, experience with networks, theory of change approach and the education sector in the Global South .

The Parties wish to cooperate for the purpose of the mid-term evaluation of the Educaid.be programme 2022-2026.

#### Article 1. Subject-matter of the Contract

The Service Provider agrees to provide the Services defined in Article 2 to VVOB on the terms and subject to the conditions provided in this contract (hereafter **the Contract**).

#### Article 2. Services

2.1 The Service Provider shall perform the following services (hereafter **the Services**):

Services	Deliverables	Complete by
Inception Phase	<p>Inception Report in English containing at least:</p> <ul style="list-style-type: none"> <li>- First draft of a refined Theory of Change (diagram and narrative)</li> <li>- Mapping of cases or stories illustrating different effects reported by Educaid.be members</li> <li>- A selection of 2 or 3 cases for a more in-depth analysis, of which at least one should include a case study with a site visit in the Global South.</li> <li>- Detailed programme, method and tools for the proposed in-depth case studies</li> <li>- Detailed budget to cover transport (airfare, car rentals...), accommodation and per diem for the proposed field visit(s)</li> </ul>	31/03/2024
Data collection, analysis and validation	<ul style="list-style-type: none"> <li>- In-depth analysis of case-studies</li> <li>- field visit</li> <li>- validation workshop</li> </ul>	31/05/2024
Reporting	<p>Draft and final report incorporating feedback on draft report containing at least</p> <ul style="list-style-type: none"> <li>- Executive summary in English and French</li> <li>- Programme background</li> <li>- Description of evaluation objectives and methodology including any limitations and challenges</li> <li>- Refined Theory of Change (diagram and narrative)</li> <li>- Findings, conclusions and recommendations presented in way that all key evaluation questions are addressed</li> <li>- Annexes: cases/stories collected as part of the inception phase, data collection tools, list of documents and people consulted</li> </ul>	31/06/2024

2.2 The Service Provider shall start performing the Services on Click or tap to enter a start date and undertakes to complete the Services by the dates mentioned in the column “Complete by”.

Any postponement of a completion date is only possible with the prior written agreement of VVOB.

### Article 3. Fee

3.1 In exchange for the performance of the Services, VVOB shall pay the following fee (hereafter **the Fee**) to the Service Provider:

- A fixed lump-sum Fee as indicated below for the realization of each deliverable:

Deliverable	Fee
Inception Phase Report	amount + currency
Validation Workshop	amount + currency
Final Report of the mid-term evaluation	amount + currency – final tranche should be at least 15%

No Fee shall be due for additional Services, unless the Parties have agreed upon an extension in advance and in writing.

3.2 The Fee is inclusive of all Value Added Tax (VAT) and all other applicable taxes, statutory deductions and contributions, national insurance and any other taxes and/or contributions in respect of the Fee.

The Service Provider must mention the amount of VAT and other taxes on the invoice. If the Services are exempted from VAT, the Service Provider must state this on the invoice.

3.3 The Fees shall be inclusive of any and all costs and expenses incurred by the Service Provider in rendering Services and performing its duties under this Contract, save for the expenses mentioned in Article 4. The Service Provider shall be solely liable for payment of any and all applicable taxes, fees, levies, and/or withholding liabilities arising from the provision of the Services and/or the payment of any fees and expenses as may be required by the applicable laws. Apart from the Service Fees and any amount specifically stated in this Contract, VVOB shall not be liable for paying any other fee or amount to the Service Provider or any third party, including without limitation the Personnel, suppliers, vendors, agents, or subcontractors of the Service Provider, in any manner.

#### **Article 4. Expenses**

The Service Provider is entitled to the allowances and cost reimbursements listed in Annex Letter if properly invoiced and if supporting documents are added to the invoice.

Any additional costs or expenses can only be reimbursed by VVOB if they are reasonable, if they were approved in advance in writing and upon presentation of supporting documents.

Allowances are only due for professional costs. Costs for travels, overnight stays or other expenses falling beyond the scope of the assignment and/or made within a merely private context are not reimbursed.

The Service Provider shall perform the main part of the Services from its own place of work, using its own office infrastructure, computers, hardware and office equipment, mobile phones, etc.

#### **Article 5. Invoices**

- 5.1 The Service Provider will draw up an invoice for the Fee (as described in Article 3) and expenses (if applicable and as described in Article 4) and hand it over or send it to VVOB.

Invoices must be made in accordance with the applicable laws and this Contract and are issued after agreement between VVOB and Service Provider that the relevant deliverable or expenses can be invoiced.

The invoices properly issued by the Service Provider will be payable within thirty (30) calendar days after the date the invoice is received by VVOB. If the invoice states a shorter term, the date mentioned in this Contract is the only binding date.

- 5.2 Supporting documents for all expenses and allowances (if any) must be attached to the invoice.

Supporting documents include the original invoice or bill, a statement of expenditures and a claim form.

Following supporting documents must in any case be provided (boxes are checked if applicable):

for daily allowances: a detailed calculation on the claim form in accordance with Annex letter

for hotel costs: the original invoice (unless the invoice was directly paid by VVOB)

for air travel: the original boarding pass

for any other expenses: the original invoice

If the appropriate documentary evidence is not timely presented, allowances are not due and expenses are not reimbursable by VVOB. If any advance payments were already made, VVOB is entitled to deduct the amount of the advance payment from future payments or to claim back the amount paid.

- 5.3 Payment is made by means of a bank transfer into the bank account opened in the name of the Service Provider with bank account details:

Account Name: Click or tap here to enter text.

IBAN/Account number: Click or tap here to enter number.

BIC/SWIFT Code: Click or tap here to enter number.

Currency: Click or tap here to enter text.

Bank name: Click or tap here to enter text.

- 5.4 Where advance payments are made, the Service Provider must attach the supporting evidence to the next invoice.

Parties have not agreed on any advance payments for fees or expenses

## **Article 6. Term and termination**

- 6.1 This Contract enters into the force on the date of signing and is concluded for a limited duration until:

The Services have been completed.

The Services shall be considered complete, and the Contract shall end, upon submission of the following report(s): Final report of the mid-term evaluation.

- 6.2 Either Party can terminate this Contract with immediate effect, and without any amount or notice period being due upon written notice by registered letter or registered courier to the other Party in the event that:

- (i) the other Party is in material breach of the Contract; or
- (ii) the other Party ceases to do business or perform its activities, transfers its business or a substantial part of its activities (including through a merger, demerger or similar proceedings) or otherwise terminates its operations; or
- (iii) the other Party becomes insolvent, is the subject of bankruptcy, insolvency, reorganization, liquidation or similar proceedings, is being wound-up or dissolved or makes an assignment for the benefit of creditors.

The following breaches shall in any case be considered as material breaches of the Contract by the Service Provider:



- non-compliance with the obligation to take out insurance (Article 8.2)
- non-compliance with the confidentiality obligations (Article 9)
- any representation or warranty made in this Contract in relation to Sanctions (Article 12) is breached or is determined to be false or misleading in any material respect at any time during the duration of the Contract
- Services have repeatedly been delivered late or have repeatedly not been rendered in compliance with the requirements of the Contract
- the Service Provider's licenses, permits, or approvals to engage in the Services as contemplated under this Contract are expiring, being withdrawn, or becoming invalid for any reason
- If the name of a specific individual for the performance of the Services is mentioned in Article 2 and VVOB does not accept the replacement proposed by the Service Provider.

6.3 If the Services provided do not comply with Article 2 or if Services are delivered late, VVOB can reject the Services and refuse payment. In such cases payments shall be effected pro rata the Services that are compliant and timely and that are also recognized as such by VVOB.

If any advance payments were already made, VVOB is entitled to deduct the amount of the advance payment from future payments or to claim back the amount paid.

VVOB can in these situations grant a grace period to the Service Provider so as to allow for the necessary adjustments or corrections to be made.

6.4 VVOB can terminate this Contract with immediate effect, and without any amount or notice period being due upon written notice by registered letter or registered courier to the Service Provider in the case of credible allegations that the Service Provider or any of its Personnel, affiliates or (sub)contractors has violated the Codes of Conduct (as defined in Article 7).

At its own discretion, VVOB can unilaterally decide to temporarily suspend the Contract pending the investigation of any alleged violation of the Codes of Conduct by sending a written notice by registered letter or registered courier to the Service Provider.

6.5 In the event that the Service Provider is temporarily or permanently unable to perform the Services due to force majeure, the Service Provider shall notify VVOB thereof immediately. The performance of this Contract shall be entirely suspended for the time of such temporary inability. In case of permanent inability, VVOB shall be entitled to terminate this Contract immediately, without giving prior notice and without compensation being due. There is no force majeure if the cause in question is one which a reasonable Service Provider

should have foreseen and provided for or which, having arisen, could have been reasonably avoided or overcome.

- 6.6 Upon termination of this Contract, the Service Providers shall immediately and on his own initiative return, and shall procure that the Personnel shall return, to VVOB any documents, in written, printed, electronic, or magnetic form, in his possession, that contain proprietary information or Confidential Information (as defined in Article 9) about VVOB or its donors or that are the property of VVOB or its donors.

## **Article 7. Terms of execution and relationship between the Parties**

- 7.1 The Service Provider shall faithfully and loyally provide the Services to VVOB. The Service Provider shall act in the best interest of VVOB and any persons or organizations related to VVOB or VVOB's activities.
- 7.2 The Service Provider shall act with the expertise, independence and diligence as may be expected from a professional service provider in the same circumstances. It will also devote all the necessary means, time and effort to its tasks.
- 7.3 The Service Provider shall carry out this Contract in full compliance with all applicable laws. This includes all applicable international standards and labour law, rules and regulations relating to the employment of national and international staff in connection with the Services.

The Service Provider must comply with all tax and social security obligations relevant to the performance of this Contract, directly and/or through its personnel (employees, volunteers, directors, officers, etc.; hereafter **the Personnel**) and (sub)contractors (if any).

The Service Provider must further ensure compliance with all applicable laws by its Personnel and (sub)contractors.

- 7.4 The Service Provider must at all times conduct himself in a manner consistent with (i) VVOB's General Code of Conduct, (ii) Code of conduct VVOB's Child protection policy and (iii) Code of conduct VVOB's Youth protection policy (hereafter **the Codes of Conduct**). The Codes of Conduct are part of VVOB's Integrity Policy which can be found at [www.vvob.org](http://www.vvob.org).

The Service Provider must further ensure that all Personnel and (sub)contractors involved in the performance of this Contract, as well as any of its affiliates, adhere to the Codes of Conduct.

- 7.5 The Service Provider and its Personnel will carry out the Services independently and autonomously as an independent service provider and without being subordinated to VVOB.

This Contract does not create any relationship of agency, distributorship, partnership or employment between the Parties or between VVOB and any member of the Personnel of the Service Provider. The Service Provider shall not hold itself out as employee, worker, agent or partner of VVOB and shall procure that the Personnel shall not hold themselves out as such.

- 7.6 The Service Provider is free to organise its work and to determine how the Services will be performed.

The Service Provider shall, however, comply with the general guidelines determined by VVOB for the necessities of the co-operation between the Parties and it will regularly consult with and report to VVOB in order to assure the coherence of the Services.

Within these guidelines and provided that the Contract is complied with, the Service Provider shall have the sole and autonomous right to determine and direct the manner, method and time schedule in which the Services are performed.

- 7.7 The Service Provider will use its own Personnel to perform the Services. Subcontracting is not allowed without the prior authorisation in writing from VVOB.

The Service Provider ensures that the Personnel and any (sub)contractors are bound by the Service Provider's obligations under this Contract.

The Service Provider must ensure that the Personnel and subcontractors performing the Services have the necessary training, knowledge and relevant experience. However, the Service Provider remains liable towards VVOB for the proper performance of the Services.

- 7.8 The Service Provider will hire, on its own behalf and for its own account, such Personnel that it deems necessary and capable of assisting it in the performance of the Services.

The Service Provider, in its capacity as the employer or contractor of such persons, will be solely responsible for the management, payment and lawful registration of these persons and will not involve VVOB in such matters.

VVOB shall only give instructions to the Service Provider and its Personnel that are strictly limited to health and safety rules applicable at VVOB.

- 7.9 If the name of one or more specific individual(s) for the performance of the Services is mentioned in Article 2, the Service Provider will supply its Services through such individual(s).

If a specific individual becomes temporarily or permanently unable to perform the Services on behalf of the Service Provider, then the Service Provider will immediately inform VVOB.

The Service Provider has the right to propose to VVOB in writing another person who will provide the Services. VVOB has the right to refuse such a proposal, and to suspend or terminate the Contract. VVOB does not have to justify its refusal.

- 7.10 The Service Provider is not granted the power to represent VVOB towards any third party, except if authorized thereto by special power of attorney in writing.

## Article 8. Insurance

8.1 The Service Provider will pay and indemnify VVOB promptly for all loss, destruction or damage caused by the Service Provider, its Personnel or (sub)contractors in the performance of this Contract.

8.2 The Service Provider must have and maintain in effect, with reputable insurers and in sufficient amounts, insurance against all of the Service Provider's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Service Provider's performance of the Contract).

This will in any case include general liability insurance, workers' compensation and employer's liability insurance and insurance against all risks in respect of its property and any equipment used for the performance of the Contract.

8.3 The Service Provider agrees to refrain from any form of claims against VVOB in case of accidents, theft or attempted theft, baggage loss (incl. laptops or any other valuable objects) and any other events that may occur during the performance of the Services.

## Article 9. Confidentiality

9.1 For the purposes of this Contract, **Confidential Information** means any and all confidential, proprietary and other non-public information (whether recorded or not and, if recorded, in whatever form) relating to the activities, assets, properties, services, financial affairs, work methods, participants or contracting parties of VVOB or any donor.

9.2 The Service Provider may not during the Contract (except in the proper performance thereof or as required by an applicable law) and during a period of 10 years after its termination:

- make use or take advantage of, reveal, divulge or otherwise disclose to any person, any of the Confidential Information in its possession;
- copy or reproduce in any form or by or on any media or device (or allow others to copy or reproduce) any documents, disks, tapes or other materials containing or referring to Confidential Information.

9.3 The Service Provider shall not publish nor make any statement to a press representative or publish any content on any websites or social media account about any matter relating to the Services, VVOB or its donor(s), without prior authorization in writing. VVOB and VVOB's donor(s) will be acknowledged as per VVOB's instructions.

9.4 VVOB shall be free to publish the Service Provider's final report. VVOB shall make reference to the Service Provider, unless the Service Provider explicitly requests it in writing not to.

## **Article 10. Ownership of work product and intellectual property rights**

10.1 All intellectual property rights created during the performance of this Contract and within the limits of this Contract will vest in VVOB unconditionally and immediately upon their creation. Accordingly, the Service Provider hereby assigns to VVOB with full title guarantee (including, without limitation, by way of an assignment of future intellectual property rights) all intellectual property rights, worldwide and for their entire legal duration, with effect from the date of creation thereof.

Only VVOB is entitled to fulfil the necessary formalities in order to obtain actual legal and factual protection with respect to the work product, works, performances, or any other creations or inventions achieved under this Contract. The Service Provider shall do and execute, and procure the doing and executing of, each necessary act, document or thing that may reasonably be necessary to perfect the right, title and interest of VVOB in and to such intellectual property rights.

The Fees received by the Service Provider are also intended to fully compensate the Service Provider for the assignment set out in this article and for all methods of exploitation of the works and work product, known or unknown at the signing of this Contract.

The Service Provider will not oppose modifications that VVOB deems fit to bring to the work product, works, performances, or any other creations or inventions achieved under this Contract, except for modifications that would be liable to prejudice the Service Provider's honour or reputation. To the extent permitted under applicable law, the Service Provider for this purpose waives absolutely, irrevocably and unconditionally in favour of VVOB, or any successor in title, any moral rights which may vest in it, so far as is legally possible, any broadly equivalent rights it may have anywhere in the world.

10.2 VVOB grants to the Service Provider a royalty-free, non-exclusive, non-transferable, non-sublicensable licence to use the intellectual property rights on the work product during the term of this Contract solely to provide the Services. The Service Provider grants to VVOB a royalty-free, non-exclusive, non-transferable, non-sublicensable licence to access any other documents and information used by it in the performance of the Services.

10.3

## **Article 11. Data Protection**

The Service Provider shall not process any personal data on behalf of VVOB. If VVOB should in the future directly or indirectly transfer personal data to the Service Provider, the Service Provider shall promptly enter into a data processing agreement with VVOB. With regard to these personal data, the Service Provider will act as data processor and VVOB will act as data controller.

## **Article 12. Compliance with Sanction laws and other obligations**

12.1 The Service Provider represents and warrants that neither it nor any Personnel, affiliates or (sub)contractors:

- is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury’s Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury’s Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the “Sanctions”)
- is the target of Sanctions pursuant to the country or territory where it is located, organized or resident.
- will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
- has knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.

**Article 13. Due diligence**

VVOB shall have the right, from time to time as VVOB may reasonably deem appropriate, to perform reasonable due diligence on the Service Provider and any (sub)contractors for the purpose of verifying compliance with this Contract and any donor requirements. The Service Provider, its Personnel and (sub)contractors shall provide information and cooperate with VVOB in connection with any reasonable request related to VVOB's due diligence of the Company.

**Article 14. Salvatory clause**

The provisions of this Contract are independent from each other and the invalidity of one clause does not affect the validity of the others.

In the event that one of the provisions of this Contract is held to be invalid, this provision shall be deemed to be substituted by operation of law by a new one which makes it possible to achieve the same result, at least a similar result.

**Article 15. Applicable laws and settlement of disputes**

This Contract is subject to Belgian law.

Any dispute regarding the validity, interpretation or performance of this Contract shall fall within the exclusive jurisdiction of the Dutch speaking Courts of Brussels. The Parties undertake to use their best endeavours to reach on an amicable settlement before going to court.

**Article 16. Annexes**

Letter of Annex	Description of Annex
Letter: A, B,..	Choose an annex or delete & add the relevant annex! .
Letter: A, B,..	Choose an annex or delete & add the relevant annex! .
Letter: A, B,..	Choose an annex or delete & add the relevant annex! .
Letter: A, B,..	Choose an annex or delete & add the relevant annex! .

Drawn up in Place, on Click or tap to enter a date. in as many copies as there are signing parties, each Party recognizing having received one copy thereof.

For VVOB

For the Service Provider

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Sven Rooms

Director-General

VVOB

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Name

title

Organisation

*\*Please initial each page*



# ANNEX 3

## Declaration on honour concerning the grounds for exclusion

Reference of the procurement:

I, the undersigned [*insert name of the person signing this form*]:

declares it its own name (*if the economic operator is a natural person or in the case of a declaration by a director or a person with powers of representation, decision-making or control over the economic operator*)

or

declares as representative of (*if the economic operator is a legal person*)

full legal name (*for legal persons only*)

Full legal form (*for legal persons only*):

full official address:

company registration number:

that the company or organisation that he (or she) represents / he (or she):

- a) has not been the subject of a final judgment on the merits for one of the following offences:
  - i. participation in a criminal organisation
  - ii. corruption
  - iii. fraud
  - iv. terrorist activities, offences connected with terrorist activities or inciting, aiding or attempting to commit such an offence
  - v. money laundering or terrorist financing
  - vi. child labour and other forms of trafficking in human beings
  - vii. employment of illegally staying third-country nationals
- b) is not bankrupt or in receivership, has not ceased or suspended trading, is not subject to a court settlement or other arrangement with creditors and is not involved in any similar proceedings under national laws and regulations;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established and any country in which it has operations, in the country of the contracting authority and in the country where the contract is to be performed;
- e) that (s)he will conduct (her)(him)self at all times in compliance with VVOB's Codes of Conduct referred to in the call for quotations. The bidder will further ensure that all personnel and (sub)contractors involved in the execution of this contract, as well as all affiliated companies, comply with the Codes of Conduct.
- f) that neither it nor any personnel, affiliates or (sub)contractors:
  - is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury's Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury's Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the "Sanctions")

- is the target of Sanctions pursuant to the country or territory where it is located, organized or resident.
  - will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
  - has knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.
- g) that, should the contract be awarded, he (she) will provide on request proof for one or more of the above mentioned situations.

Full Name, Date and Signature