

FINANCIAL CONTRIBUTION AGREEMENT

In execution of the decision taken by the Belgian Government, the following agreement is signed between:

The Donor: The Federal Government of Belgium, represented by the Deputy Prime Minister and Minister of Social Affairs and Public Health in charge of Development Cooperation and Major Cities Policy, Frank Vandenbroucke, Rue de la Loi 23, 1000 Brussels, Belgium

And

The Beneficiary: Impact Licensing Initiative vzw [hereinafter ILI], KBO-no. 0722.883.887 represented by its General Manager Johan Moyersoen, Voordelaan 10, 3001 Heverlee, Belgium (johan@impactlicensing.org)

Article 1

1.1. The Donor provides the Beneficiary with a grant of nine hundred twenty two thousand seven hundred eighty one Euro (922.781,00€) for the project « The development of a shared service and expertise hub for creating social impact via technology transfer on the UN SDG goals in low and middle low-income countries. ».

1.2. The project duration is 36 months, starting from the date of notification of the grant of the subsidy in 2022 and ending 36 months later. The Beneficiary will notify the Donor when the project implementation covered by this grant has started on a later date.

A no cost extension or a change within the program can be allowed by the Donor, provided that a reasonable motivation is given and that the overall objective and budget are maintained. The request and the approval will be produced via an exchange of letters. The letter and the answer will constitute an additional clause to this agreement.

1.3. The project consists of the following activities:

General objective: The overall general objective is to contribute to the achievement of sustainable development goals in developing countries through facilitating technology transfer by pooling and adapting IP-protected technology through a license from IP-holders and making it the pooled, adapted technology available to developing countries at fair and non-discriminatory rates. Three key outcomes are targeted: 1) The creation of an online learning network and the organization of three meetings to create an ecosystem of stakeholders for technology transfer to developing countries; 2) the creation of three waves of technology transfer and 3) bringing this impact model to financial self-sufficiency via a rolling fund in which income generated from the first wave of technology fuels investment to initiate a new wave of technology transfer.

Specific impact indicators: The specific impact indicators linked to outcome 1) is to have engaged at least 36 different stakeholders in 6 structural cooperation agreements for technology transfer, to outcome 2) is to have a total of 4 technologies and 4 actors per wave, i.e. a total of 12 technologies and ultimately transfer at least one per wave and to outcome 3) achieve the financial autonomy of the model thanks to the creation of working capital.

Technology transfer proceeds through 4 stages (exploration, co-creation and adaptation of inventions, creation of a joint venture and pilot projects and then scaling up). From the creation of

the joint venture, ILI is no longer solely responsible but owns shares in the joint venture which allows ILI to recover the investment from stage 1 and reallocate it to another wave.

Further information on the project is provided in the attached project proposal, detailed budget breakdown and impact indicators, which form an integral part of this agreement.

Article 2

2.1. The grant shall be used within the limits of the following estimated budget: 922.781,00 EUR.

Article 3

3.1. The contribution will be transferred in 4 installments to the following AXA-bank account of ILI : BE44 7512 0981 1545 (BIC: AXABBE22). The first installment of 307.520,00 EUR will be paid after the receipt of the request for payment. The second installment of a maximum of 307.740,00 EUR will be paid after the receipt of narrative and financial reports covering the budget spent and proving that at least 70% of the previous installment has effectively been spent, and receipt of the request for payment. The third installment of a maximum of 207.520,00 EUR will be paid after the receipt of narrative and financial reports covering the budget spent and proving that at least 70% of the previous installment has effectively been spent, and receipt of the request for payment.

In case a pandemic or other situation of national or international emergency impedes the timely execution of the program, the Belgian State agrees to adapt the duration of the project upon receipt of a well-substantiated explanation by ILI how the pandemic or emergency delays execution and affects levels of spending.

The fourth and final installment of a maximum of 100.001,00 EUR will be paid after the receipt of a request for payment by the beneficiary; the final report (narrative and financial reports covering the total budget spent including expenditure of final installment and the results obtained within the framework of the program); a list of the costs incurred and an electronic or non-electronic copy of the accounting documents.

3.2. An **original statement of money owed on an organisation stationery with official header duly dated and signed** must be produced by the beneficiary, with reference to this agreement and stating the bank details mentioned in article 3.1., which can be formulated as follows:

“STATEMENT OF MONEY OWED:

The undersigned [Johan Moyersoer], who represents [Impact Licensing Initiative vzw], declares that the Belgian State owes the aforementioned association the amount of XXX EUR, as the subsidy granted for the implementation of the project «[name project]». This amount can be paid into ILI's - Axa-bank account no. BE44 7512 0981 1545 (BIC: AXABBE22)”.

To be duly filed, an electronic version of the payment request must also be submitted to the following email address: einvoice@diplobel.fed.be

3.3. A final narrative and financial report (including expenditure of final installment) has to be produced by the Beneficiary within 3 months after the end of the implementation of the granted project. Once approved by the Donor, the project will be definitely closed.

Article 4

4.1. The financial report consists of a certified financial statement regarding the (un)spent balances, and a list of the costs and expenses already taken place. The narrative report consists of an impact and progress evaluation. The Donor is entitled to ask for additional elements.

The financial statements relating to this grant must be audited annually by a firm of certified public accountants and follow the standards of ISA/ISSAI. The annual audit shall include a financial, compliance and performance audit.

4.2. The accounts and receipts and invoices will be kept available during at least seven years after the end of this project. Certified copies (on digital supports as CD-Rom or USB sticks) have to be delivered to the Donor for control purposes.

4.3. During the period of this agreement, the Beneficiary will allow representatives of the Donor to verify and assess the implementation of the project including the accounts and original receipts and invoices at the Beneficiary's office, provided that reasonable advance notice is given.

4.4. The Donor can also undertake or ask the Beneficiary to undertake an external evaluation and/or an external audit to assess the program. Where ILI is asked by the Belgian State to undertake the evaluation, it will adhere to applicable public procurement laws. In such case, the terms of reference (Bestek/cahier des charges) of the external evaluation must be approved by the DGD. Representatives of the Belgian State as deemed necessary by the aforementioned will be allowed as members of the selection and steering committee of the external evaluation. If a negotiated procedure without general publication is used, ILI agrees to invite the potential tenderers identified by the Belgian State.

Article 5

5.1. Unspent parts of the grant will be reported and must be reimbursed to the Belgian government on the account mentioned in the established entitlements.

Article 6

6.1 Taking into account the law of 22nd May 2003, and in particular articles 121 to 124 thereof, the mentioned grant must be used for the purposes for which it is granted.

The Beneficiary is obliged to immediately reimburse the grant to the Belgian State and the Belgian State reserves the right to stop transfers of any funds if:

- the conditions of the grant, as specified in the Royal Decree and this Agreement, including its Annexes, are not respected;
- the grant is not used for the purposes for which it is granted;

- ILI prevents the controls and verifications of the Belgian State

6.2 The Belgian State carries no responsibility or liability to any third party for the Program or Pilots implemented by ILI.

6.3 ILI warrants that the pooling of IP rights and expertise hub it undertakes is fully compatible with applicable legislation on intellectual property law and on competition law and in particular that it can be considered as compliant with the Commission Guidelines published in 2014 on IP Pools in respect of their legal safe harbour status under the Technology Transfer Block Exemption Regulation (TTBER).

6.4 ILI warrants that pooled and adapted technology cannot be used for purposes detrimental to the sustainable development goals nor to the protection of human rights and other relevant protected legal interests in developing country markets and in developed country markets if the original IP holders may choose to exploit the pooled and adapted technology therein.

6.5 Use of the grant and technology transfer to developing countries must respect any applicable sanctions, export restrictions imposed in respect of the country or legal or natural persons and must be compliant with all other applicable legislation.

6.6 The use and execution of the grant as per the Program by ILI is subject to the oversight of a Steering Committee to which ILI reports biannually. The Steering Committee is composed of representatives of the Belgian Development Cooperation, the Belgian development cooperation agency Enabel and such experts as the Belgian State deems necessary in order to ensure effective oversight and of members of ILI. The Steering Committee has the power to approve the annual narrative and financial report and must approve each technology transfer wave and the countries targeted for the transfer of technology.

6.7 ILI is obliged to reimburse the part of the grant that has not been justified.

6.8 If ILI does not disburse financing foreseen towards the IP pooling transfer wave for reasons outside of its control, it is entitled to re-affect the money to other transfer waves under the program subject to the same conditions as foreseen in the program document and in this Agreement unless this is no longer possible given the circumstances of the case. In that case, ILI reimburses this sum to the Belgian State.

6.9 ILI must respect the list of non-subsidiary expenses mentioned in Annex 1 of this Agreement.

Article 7

7.1 The Donor and the Beneficiary have a zero tolerance for inaction approach to tackling sexual exploitation and abuse (“SEA”)¹ and sexual harassment (SH)². This means the Beneficiary and its implementing partners will take all reasonable steps to prevent SEA or SH by both its employees and any implementing partner and respond appropriately when reports of SEA or SH arise, in accordance with their regulations, rules, policies and procedures.

7.2 The Donor and the Beneficiary agree that it is important to take all necessary precautions to avoid corrupt practices and fraud. To this end, the Beneficiary shall maintain standards of conduct to govern the performance of its staff and of independent contractors, including of corrupt practices and fraud in connection with the award and administration of contracts, grants, or other benefits, in accordance with their regulations, rules, policies and procedures. The Beneficiary will provide as

soon as possible information and corrective measures to the Donor relating to any instances of credible allegation of fraud or corruption with regards to the contribution.

Article 8

8.1. Nothing in this Agreement shall grant either Party or any third party any ownership, license, or authorization to use any other Party's trademarks or other intellectual property.

8.2 No Party will make use of another Party's marks, including the name, logo or certification mark of that Party, without that Party's prior written consent.

Article 9

9.1 In the course of the preparation and the execution of the program, the Parties may receive and become aware of information that is sensitive, personal and confidential in nature. Any information and knowledge shared, obtained before, during or after the Agreement, with the exception of the existence of the Agreement and the purpose thereof, shall be treated confidentially and may not be stored or shared with any other organization without the prior written consent of the other Party or the relevant legal or natural person whose interest in confidentiality is protected and in accordance with all other applicable legislation.

9.2. The Donor shall ensure reasonable measures to ensure the confidentiality and protection of trade secrets of ILI and its stakeholders relating to technology developed for projects that are supervised or carried out by ILI or by stakeholders and that may be revealed by ILI to the Donor during the reporting and/or audit process. Such reporting and audit to the Donor shall not be considered a public disclosure and Donor will ensure that appropriate confidentiality undertakings are imposed on and agreed by any person carrying out an audit on Donor's behalf or receiving access to ILI's reports under this agreement, so that no confidential information or trade secrets can nor will be disclosed directly or indirectly to third parties.

9.3 The Donor is not liable in case the Beneficiary or one of its stakeholders choose to submit confidential information by electronic means of communication and such information is hacked in the course of transmission nor if a third-party evaluating or auditing fails to respect the non-disclosure provisions.

9.4. The Beneficiary and its stakeholders agree to provide the Donor with a non-confidential version of confidential information to allow the Donor to account publicly for budgetary spending or for use, where possible, in place of confidential versions in evaluations and audits.

Article 10

10.1 Each Party under this Agreement represents and warrants to the other Party that it knows of no activities or other matters not yet a matter of public information that should preclude a cooperation under this Agreement or prove detrimental to the other Party's interests. In addition, if in the future, any Party becomes aware of any activity or matter that may become detrimental to the interests of the other Party, then that Party shall promptly notify the affected party of the relevant facts and circumstances.

Article 11

11.1 This Agreement does not prevent the parties to conclude other programs or programs covering activities similar to the subject of this Agreement anywhere in the world.

11.2 Double funding of the purposes for which the grant of the Belgian State is given, is nevertheless forbidden. ILI is committed to inform the Belgian State of all other funding of the purposes for which the grant is given.

11.3 Nothing in this Agreement shall be construed as constituting the Parties as partners or as creating between such parties the relationships of employer and employee.

Article 12

12.1. If there is any doubt about the interpretation of this agreement, the Beneficiary will consult the Donor. Each decision will be subject to an exchange of letters.

12.2 Legal conflicts regarding this agreement are subject to the jurisdiction of the Belgian Courts.

Article 13

13.1 Any modification of the present agreement and proposal, shall be officially requested to the Belgian State and must receive its written approval. Modifications with budgetary implication require the approval of the Belgian Minister of Development Cooperation.

Article 14

14.1 All correspondence between the Donor and the Beneficiary will pass to the following donor agency directly.

The Directorate General for Development Cooperation & Humanitarian Aid – D2.4

Federal Public Service of Foreign Affairs, Foreign Trade and Development Cooperation

Rue des Petits Carmes 15

1000 Brussels

Belgium

Correspondence will be exchanged electronically as much and wherever possible via the mail address D2.4@diplobel.fed.be for Donor and johan@impactlicensing.org and bruno@impactlicensing.org for Beneficiary.

Article 15

15.1. The visibility of Belgian development cooperation will be ensured through the inclusion on all written and audiovisual promotional documents (website, invitations, brochures, etc.) of the following indications, in proportion to the importance of the subsidy:

1° With the support of Belgian Development Cooperation - DGD, Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation" accompanied by the official logo and the website address of Belgian Development Cooperation;

2° In case of lack of space, the official logo of the Belgian Development Cooperation.

Article 16

16.1. The present Agreement will be put into application on the date of its official notification by the Donor.

16.2 The present agreement will remain into force until the final reports, list of costs and accounting documents have been accepted by DGD, and any potential refund of unspent balances has been received by DGD.

16.3 If, any time, a Party determines that the purpose of this Agreement can no longer be effectively or appropriately carried out due to a fundamental change in circumstance, such as a coup d'état, war, sanctions or a serious and manifest failure of ILLI or IP holders or other legal and natural persons which derive economic benefit from the pooled and adapted technology to respect human rights norms and corporate sustainability due diligence such as to damage the reputation of the Belgian State, the present agreement and/or transfer wave may be terminated at the initiative of either Party, giving thirty (30) days written notice and following the failure of consultations between the Parties to reach consensus on an adjustment of the Program and/or of the transfer waves.

Done in duplicate on _____

On behalf of the Donor

On behalf of the Beneficiary



Frank Vandebroucke

07 DEC. 2022

Deputy Prime Minister and Minister of Social Affairs
and Public Health in charge of Development Cooperation
and Major Cities Policy

Johan Moyersoen

General Manager

Impact Licensing Initiative v.z.w.

ANNEXE 1

LIST OF NON-SUBSIDIARY EXPENSES

De volgende kosten komen niet in aanmerking als gesubsidieerde kosten :

1. alle boekhoudkundige verrichtingen die geen betalingen inhouden, tenzij ze voortkomen uit een wettelijke verplichting ten laste van de interventie;
2. voorzieningen voor risico's en kosten, verliezen, schulden of eventuele toekomstige schulden;
3. schulden of debetinteressen tenzij deze interessen het directe gevolg zijn van een vertraging in de betaling van een schuldvordering overeenkomstig de voorwaarden van artikel 32, die de twee maanden overschrijdt;
4. dubieuze schuldvorderingen, met inbegrip van werkelijke of geschatte verliezen, ingevolge niet-invorderbare tegoeden en andere vorderingen, evenals de juridische kosten verbonden aan het terugvorderen ervan;
5. wisselkoers verliezen;
6. leningen aan derden;
7. waarborgen en borgtochten;
8. kosten die al gedekt zijn door een andere subsidie;
9. facturen van andere organisaties voor goederen en diensten die reeds gesubsidieerd werden;
10. onderverhuur van allerlei aard aan zichzelf;
11. de aankoop van terreinen en onroerend goed, tenzij deze aankopen onontbeerlijk zijn voor het bereiken van de doelstellingen van de interventie, en op voorwaarde dat de eigendom daarvan aan het einde van het programma aan een partner wordt overgedragen.
12. uitgaven ten gevolge van een schadeloosstelling naar aanleiding van een schadegeval voortvloeiend uit burgerlijke aansprakelijkheid van de organisatie;
13. opzegvergoedingen voor niet gepresteerde opzegperiode;
14. uitgaven verbonden aan expatriëring (verhuis, installatiepremie, vliegtickets voor de partner en personen ten laste) voor contracten van minder dan twaalf maand;
15. de aankoop van alcoholhoudende dranken, tabak en afgeleide producten.