

Coaching Agreement template

This Coaching Agreement template is provided for information purposes as an appendix to this Call for Applications. It enables applicants to familiarise themselves with all the legal provisions that will apply if they are awarded support.

It is **not** necessary to complete or sign this document at this stage of the procedure.

Trade for Development Centre

Contracting authority: Enabel, the Belgian development agency

Coaching Agreement

Coaching in sustainability and decent work

Coaching in financial and business management

Coaching in marketing and commercial management

(to be adapted according to the trajectory(ies) granted to the beneficiary)

Name of the MSME/PO

PROJECT CODE BEL2201011

COACHING AGREEMENT

**COACHING PROGRAMME IN SUSTAINABILITY AND DECENT WORK,
COACHING IN FINANCIAL AND BUSINESS MANAGEMENT, COACHING IN MARKETING
AND SALES MANAGEMENT**

(to be adapted according to the trajectory(ies) granted to the beneficiary)

PROJECT CODE: TDC BEL2201011

BETWEEN:

Enabel, represented by Mr. Jean Van Wetter, General Director, with registered office at Rue Haute, 147, 1000 Brussels, Belgium,

On one hand,

And

<full name of public or private institution, acronym>, represented by Mr/Mrs <Name of representative> with registered office at <address>

(hereinafter referred to as "the contracting beneficiary")

On the other hand;

PREAMBLE

Having regard to the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company with social purposes, Article 8, amended by Article 5 of the Law of 20 January 2014;

Having regard to the Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency;

Having regard to the Belgian Royal Decree 23 February 2018 on the Award of Grants by Enabel and control thereof;

Having regard to the Call for Proposals closed on November 27th for "Coaching in sustainability and decent work, coaching in financial and business management, coaching in marketing and sales management"

Having regard to the evaluation report "date";

Having regard to the award decision no. of "date";

THE FOLLOWING HAS BEEN AGREED UPON:

ARTICLE 1 – OBJECT OF THE AGREEMENT

The object of this agreement is the awarding by Enabel of a grant under the form of a **full coaching track tailored to the contracting beneficiary**, during which two areas of expertise will be strengthened through a :

- **Coaching in sustainability and respectful of decent work** : Sustainability coaching will enable organizations to integrate environmental sustainability and decent work issues into their day-to-day management. Coaching will provide examples of good practice and tools for implementation (or improvement). Depending on needs, the following (non-exhaustive) elements will be addressed (or implemented): the use of tools to identify, monitor and remediate the main human rights, equality and environmental risks and issues linked to the company and its production (complaint mechanism, traceability, geolocation of plots,...); the promotion of gender certifications (gender equality seal, gender equity measure), the inclusion of female entrepreneurship; voluntary standards and sustainable certifications in line with European regulations; the development of data collection and reporting tools in line with European requirements.

- **Coaching in financial and business management** : The objective is to strengthen each individual MSME/PO in operational and financial management skills. Coaching covers areas such as human resources management, business plan development/improvement, project profitability assessment, financial management, budget forecasting, organisational financing policy, cash flow, inventory, risk analysis/monitoring, etc.

- **Coaching in marketing and sales** : customised and tailor-made for each individual MSME, covering all marketing phases such as internal & external marketing analysis, definition of a strategy, target and positioning, formulation of the marketing mix, facilitation of promotion & communication, facilitation of prospection of new customers, etc.

The goal of marketing coaching is to strengthen business management skills, so that cooperatives have the knowledge and tools they need to better access markets. This generally involves strategic marketing (marketing plan, market positioning, etc.) and operational marketing (developing communication tools, facilitating prospecting for new customers, negotiation and sales skills, etc.).

The content of the coaching programme is detailed in the document "*Call for Proposals - Content & Rules - Coaching in sustainability and respect for decent work, coaching in financial and business management, coaching in marketing and commercial management*" on the basis of which the contracting beneficiary decided to submit its proposal to Enabel.

ARTICLE 2 – ENTRY INTO FORCE AND PERIOD OF IMPLEMENTATION

The Grant Agreement enters into force on the date of signature by both parties and ends on December 31st 2027.

Both coaching tracks will start in the second semester of 2024 and end at the end of 2027. In other words, the coaching covers a period of approximately 3 years.

The coaching will consist of several visits by one or more coaches mandated by Enabel. The visits will be planned in agreement with the contracting beneficiary organization and according to its progress in the coaching. There will be an average of 2 to 3 visits per year.

ARTICLE 3 – PLACES

The coaching will be executed:

- **Mainly in the premises of the beneficiary organization.**

- **In another region or in another country** if the location of the beneficiary organization does not allow safe travel conditions for the coach mandated by Enabel.
- **At distance**, through an exchange of emails, documents, telephone conversations (WhatsApp ...), and videoconferences (Skype, Zoom...)
- **In any other country** where an activity relevant to the beneficiary organization takes place that is linked in one way or another to the coaching (e.g. partner visits, trade fairs, etc.) and that has been approved in advance by Enabel.

ARTICLE 4 – ELIGIBLE COSTS

The grant is in the form of coaching as described in this Agreement, and is entirely and directly paid by Enabel. None of the costs related to the coach's services shall be borne by the beneficiary organization.

Nevertheless, during the term of the Agreement, other costs may be covered in exceptional cases such as, for example, the reimbursement of expenses related to the travel of participants when the coaching does not take place on the premises of the beneficiary organization.

Eligible costs

In case the coaching does not take place at the premises of the contracting beneficiary, and the participants of the contracting beneficiary have to travel to attend the coaching sessions (for the reasons mentioned in Article 3), the following costs may be reimbursed:

- Travel and accommodation costs, provided that they correspond to the usual practices of the contracting beneficiary or do not exceed the scales applicable within Enabel;
- Obtaining travel visas, 'laissez-passer' for border crossings ;
- Entrance tickets (e.g. for a trade fair)
- Any other costs that prove to be inherent to the performance of the activity, which cannot be exhaustively listed in this Agreement, subject to Enabel's prior approval.

It will be defined by mutual agreement between Enabel and the contracting beneficiary, prior to each trip and depending on the place and duration of the trip, for each of the eligible costs, whether reimbursement will be **based on actual costs** covered by supporting documents (pieces of evidence) or on a **flat-rate basis** (per diem).

For information, the following costs shall always be considered **ineligible**:

1. Accounting entries not leading to payments;
2. Provisions for liabilities and charges, losses, debts or possible future debts;
3. Debts and debit interests;
4. Doubtful debts;
5. Currency exchange losses;
6. Loans to third parties;
7. Guarantees and securities;
8. Costs already financed by another grant;
9. Invoices made out by other organisations for goods and services already subsidised;
10. Subcontracting by means of service or consultancy contracts to personnel members, Board members or General Assembly members of the organisation subsidised;
11. Any sub-letting to oneself;
12. Purchases of land or buildings;
13. Compensation for damage falling under the civil liability of the organisation;
14. Employment termination compensation for the term of notice not performed;
15. Purchase of alcoholic beverages, tobacco and derived products thereof.
16. Grants to sub-beneficiaries.

Eligibility criteria of expenses:

An expense may be charged to the grant as operational cost or management cost if it fulfils the following cumulative conditions:

- 1° It is documented by a supporting document and it is identifiable and controllable or it is related to an identifiable and verifiable deliverable;
- 2° It is necessary for achieving the results of the action,
- 3° It is committed in accordance with the approved budget of the action;
- 4° It is actually incurred during the duration of the action;
- 5° It complies with the provisions of the tax and social regulations and the applicable procurement regulations.
- 6° It is not related to a non-eligible cost.

ARTICLE 5 – GENERAL OBLIGATIONS OF THE CONTRACTING BENEFICIARY AND OF ENABEL

The contracting beneficiary undertakes to use the grant as described in this agreement solely for the ends for which the grant is awarded, and to respect the award conditions listed in this agreement. It ensures that the object of this agreement is executed correctly and will take appropriate measures where necessary to remedy any problems found during the implementation period. It undertakes to notify Enabel of obtaining additional funding for the action.

The contracting beneficiary undertakes to take all necessary precautions to avoid conflicts of interests and shall inform Enabel without delay of any situation constituting or likely to lead to any such conflict. There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.

It also undertakes to take appropriate measures to avoid instances of irregularity, fraud, corruption or any other illegal activity in the management of the activities. All suspected and proven instances of irregularity, fraud and corruption related to this agreement, as well as the measures taken in this context by the contracting beneficiary, must be immediately reported to Enabel using www.enabelintegrity.be

It undertakes to inform Enabel of any changes that could change its own admissibility as a beneficiary or impact the implementation of the action in a negative manner.

In order to promote sustainable development, the parties agree that it is necessary to promote respect for environmental and social standards recognised by the international community such as the basic conventions of the International Labour Organisation (ILO) and the international environmental protection agreements.

Obligations of the contracting beneficiary in relation to the coaching program :

The contracting beneficiary is the driving force behind the coaching program. It retains ownership of its content and strategic choices. Neither Enabel, via the TDC, nor the appointed coach-consultants substitute themselves at any time for the beneficiary organization by assuming the latter's responsibilities, implementing action plans or carrying out its marketing, financial and organizational management activities. The appointed coaches and the TDC act as facilitators and advisors.

The contracting beneficiary commits itself :

- put a room where the coaching will take place at disposal at the premises of the organisation (*)
- foresee, entirely at its charge, refreshments/drinks during the coaching sessions (*)
- foresee, entirely at its charge, whenever necessary: basic office furniture (like pens, paper,...), local phone calls, transport to local markets/shops (*)
- provide assistance in logistics, transports and accommodation of the assigned coach (*) - by this we understand: recommend an itinerary, recommend a transport company, recommend an accommodation, possibly make a reservation in the name of the coach,... But these costs (transports and accommodation) will entirely be paid by the TDC/coach.
- provide the internal business information, data and key-figures being essential for a proper internal analysis and being the basics for a pertinent commercial strategy
- actively contribute to collecting external market information, and possibly contribute to market research and product testing
- appoint a person responsible for the whole coaching program within the organisation
- appoint 2 to 3 key persons participating to the coaching program who are going to be involved in the business management and the commercial development of the organisation. They must be members or employees of the organisation.

For each person that will attend the training & coaching program, please provide: NAME – first name – function – tel. n° – e-mail

- facilitate and ensure that above candidates participate to the whole coaching process
- ensure that the candidates conduct research and analyses as requested prior to the coaching sessions and that they implement the action plans
- submit, upon demand of TDC at the end of each year, a report with the organisation's key figures. A simple reporting template will be provided by TDC;
- If the coach notices there is little or no progress made during and after the coaching sessions, the organisation will accept that sessions planned at a later stage are cancelled.

(*) The points above marked with (*) are not applicable if TDC decides to organise the coaching at another location for security reasons. See Article 3 – Places.

Enabel's obligations in relation to the coaching program are :

- Enabel offers the contracting beneficiary a full coaching program aimed at strengthening the beneficiary organization's sustainability and respect for decent work, commercial and business management capacities, which will ultimately enable the organization to benefit from better market access.
- Enabel undertakes to make every effort, within the limits of its possibilities of action, to provide coaches specialized in sustainability and respect for decent work, in marketing and business and financial management with a profile that corresponds as much as possible to the needs of the contracting beneficiary. The start of the implementation of the coaching can be delayed if Enabel is unable to find suitable coaches.
- Enabel ensures follow-up through exchanges with the appointed coaches and possibly through an on-site visit.
- Enabel guarantees the confidentiality of all information provided in the context of this coaching.
- In the event that the coaching is organized at a location other than the premises of the contracting beneficiary, the practical organization of the coaching will be facilitated by Enabel and/or the assigned coaches (room rental for coaching and accommodation of participants). Only in this case, Enabel will cover the travel, accommodation and meal expenses of the participants from the beneficiary organization (see articles above).

ARTICLE 6 – ADAPTATION, SUSPENSION OR STOPPAGE OF THE INTERVENTION UNDER WHICH THE ACTION FALLS

Any modification to this Agreement shall be the subject of a formal amendment.

Enabel reserves the right to postpone or definitely reject any request for payment and to suspend or terminate the agreement if one of the following events occurs: demand additional measures, in order to remedy the situation, or the right to terminate this agreement if :

- a) The beneficiary does not use the grant for the ends for which it was awarded;
- b) Unlawful act: It is or becomes unlawful or impossible for the contracting beneficiary to perform any of its obligations under this agreement;
- c) Abandonment or suspension of the activity;
- d) Acts of corruption or fraud;
- e) Change in the situation of the contracting beneficiary by which it no longer falls under the scope of application of contracting beneficiaries eligible for grants awarded by Enabel (see Article 12 of the Enabel Law);
- f) Non-compliance with grant award conditions or any stipulation of this agreement by the contracting beneficiary.

In the event of insufficient or no progress during the coaching program on the part of the contracting beneficiary, Enabel reserves the right to suspend or dissolve this agreement at any time in writing.

ARTICLE 7 – CONTROL MODALITIES

Enabel may at any time, on its own initiative, have the coaching controlled. By the mere fact of accepting the coaching track, the contracting beneficiary acknowledges the right of Enabel to carry out or to have this control carried out on site.

ARTICLE 8 – FORCE MAJEURE

In case of force majeure and after consultation, the parties can fully or partially suspend implementation of the activities, if circumstances make it too difficult or too dangerous to continue to pursue them. In such case, each party undertakes to inform the other party, and to provide all necessary details as soon as possible, as well as the expected date of resumption. If the agreement is not terminated, the contracting beneficiary, with the agreement of Enabel, will do everything possible to resume or further pursue activities once circumstances allow.

ARTICLE 9 – APPLICABLE LEGISLATION AND REGULATIONS

This agreement is governed by Belgian law.

In the event of any dispute relating to the execution of this agreement, the parties will make every effort to reach an amicable solution.

In the absence of an amicable solution, only the Courts of Brussels shall be competent.

ARTICLE 10 – CONFIDENTIALITY

Enabel and the contracting beneficiary undertake to maintain the confidentiality of all documents, information or other materials that are communicated confidentially

ARTICLE 11 – VISIBILITY

The contracting beneficiary shall mention the Belgian State as donor of this action in general communication related to the coaching.

The Enabel logos must appear on all documents mentioning the coaching program and intended for publication.

Done at Enabel, Brussels in two copies, one of which is for a representative of Enabel and one of which is for the contracting beneficiary.

For Enabel			
Name	Jean Van Wetter	Name	Sven Huysen
Capacity	General Director	Capacity	Operations Director
Signature		Signature	
Date	xx/xx/xx	Date	xx/xx/xx
“full name of public or private institution, acronym”			
Name		Name	
Capacity	Secretary Manager	Capacity	Chairperson Board
Signature		Signature	
Date	xx/xx/xx	Date	xx/xx/xx