

Please note that this “sample forwarding agreement” is only intended as an illustrative aid for project partners.

This document is **not legally binding**. Only the German version of the agreement, which you co-sign in your capacity as project partner, is legally binding.

Only the standard clauses of the agreement have been translated in this sample agreement. Since your agreement will be modified for your specific case, particularly with regard to Section 18, “Special provisions for this Agreement” we would ask you to agree the details with your Application Partner.

Forwarding agreement for funding, No. **XXX**  
(Allocation decision **XXXX.1348.8**)

Under the  
**weltwärts**  
“Extracurricular exchange projects in the context of Agenda 2030” funding line

ENGAGEMENT GLOBAL gGmbH  
Service für Entwicklungsinitiativen,  
represented by  
the Managing Director,  
Tulpenfeld 7  
53113 Bonn

- hereinafter referred to as “Engagement Global” -

and

**[Name and address of the German organisation]**

- hereinafter referred to as the “**Grant Recipient**” -

and

**[Name and address of the partner organisation]**

- hereinafter referred to as the “**Application Partner**” -

hereby conclude the following Agreement under private law

in order to implement the

“weltwärts – extracurricular exchange projects in the context of Agenda 2030” funding line.

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## Preamble

The first recipient of the grant from the Federal Ministry for Economic Cooperation and Development (BMZ) is Engagement Global gGmbH, which forwards the grant on the basis of a project application that is eligible for funding (“grant”) to German non-profit organisations governed by private law. The forwarding of the grant is based on a forwarding agreement in which Engagement Global forwards the application of the General Auxiliary Terms and Conditions for Grants for Project Funding (ANbest-P) as well as the general administrative provisions (VV) relating to Sections 23 and 44 of the Federal Budget Code (BHO), to which Engagement Global is obliged to comply vis-à-vis BMZ.

Against this background, Engagement Global, the German non-profit organisation as the Grant Recipient and the project partner conclude this Forwarding Agreement within the framework of the application partnership.

### 1. Purpose of the grant

The purpose of the grant is to implement the “Title” project under the “weltwärts – extracurricular exchange projects in the context of Agenda 2030” funding line, as presented in the project application of [Date].

### 2. Components of the Agreement

The Annexes listed below are components of the Agreement, insofar as the Agreement does not contain provisions to the contrary:

Annex 1: Project application including expenditure and financing plan (as of [Date])

Annex 2: Current version of the funding guideline, which can be downloaded at:

<https://begegnungen.weltwaerts.de/en/aims-of-the-funding-line.html>

### 3. Form of cooperation

- 3.1 The application partnership between the Grant Recipient and the Application Partner takes place on an equal footing in a consortium.
- 3.2 The legal form of the consortium is a partnership under civil law (Section 705 et seq., German Civil Code [BGB]).
- 3.3 The consortium leader is the Grant Recipient.
- 3.4 The consortium partner is the Application Partner.
- 3.5 The stipulations of this Agreement and the rules of the Management Service Agreement (Section 675 et seq., BGB) shall apply with regard to the relationship between the consortium leader and the consortium partner.
- 3.6 Once the project has been completed, the purpose for which the consortium was formed also ends.

## 4. Nature and volume of funding

4.1 The Grant Recipient receives a non-repayable grant (project funding) from Engagement Global in the form of partial financing of up to € XXX (XX% of the total eligible expenditure) to implement the project covered by this Agreement. The expenditure eligible for funding amounts to a total of € XXX.

The total amount is divided up among the budget years as follows:

- 2018: € XXXX (BMZ share: XX%)
- 2019: € XXXX (BMZ share: XX%)
- 2020: € XXXX (BMZ share: XX%)

4.2 The grant is subject to the availability of the planned budget funds (budgetary approval) and the provision of funding by the BMZ. The agreed funding does not necessarily imply that future funding will be provided to the same extent.

4.3 The Grant Recipient confirms that the overall financing, i.e. in particular the financing of the Grant Recipient's own share and any planned third-party funding, is secure. € XXXX is to be financed from the Grant Recipient's own funds and/or third-party funds (25% of the total eligible expenditure). Advance payments or non-cash funds cannot be counted either as own funds or as third-party funds. All income connected to the project purpose (e.g. grants, contributions, payments from third parties) and the Grant Recipient's own share are to be used as covering funds for all expenditure connected to the project purpose.

4.4 The Grant Recipient may not forward the grant to third parties.

## 5. Funding period

5.1 The funding period begins on Date and ends on Date.

Appropriate expenses incurred by the Grant Recipient can be accepted within this period. However, grants can only be requested once the Agreement has been concluded. The expenditure of funds beyond the end of the contractually agreed funding period is not permitted.

5.2 The project may not be commenced until after this Agreement has been concluded. Conclusion of supply or service contracts is also deemed to be commencement of a project. Where expenses are incurred before the conclusion of the Forwarding Agreement, the entire project is ineligible for funding. This does not apply if early commencement was agreed for the project in writing beforehand.

## 6. Eligible expenditure

6.1 In particular, the following expenditure is eligible for funding:

- telecommunication expenses,
- documentation,

- liability, accident, health insurance,
- accommodation, catering, hiring premises,
- travel, transport and visa expenditure, based on the German Travel Expenses Act (BRKG). First class train travel and per diem allowances are not accepted. For journeys abroad as part of partnership work, the German Foreign Travel Expenses Regulation (ARV) applies. For flights, only the costs for economy or tourist class are accepted. If travel costs are to be reimbursed, only the small distance allowance (€ 0.20 per km), but no more than € 130 for the round trip, is to be considered eligible,
- material expenditure, interpretation and translation,
- fees - aligned with the fee scale for training sessions,
- reasonable administrative expenditure of up to 5% of the eligible total project expenditure.
- The principles of cost efficiency and economy are to be observed when planning and executing the overall financing (cf. Section 7 of the German Federal Budget Code (BHO)).

## **7. Request for funds, savings and additional covering funds**

- 7.1 The grant is disbursed on request by means of the forms created by Engagement Global, in the applicable version, and only within the funding period. The forms for requesting funds can be downloaded from <https://begegnungen.weltwaerts.de/de/publikationen-details.html?id=300>
- 7.2 The Grant Recipient is obliged to only request funds inasmuch as and not until they are needed immediately, i.e. within six weeks of disbursement in the SEPA area and four months outside the SEPA area, for due payments in connection with the purpose of the grant. This period cannot be extended.
- 7.3 During the project term, the funds for a budget year can be requested by post from Engagement Global by no later than 5 December of the current budget year. It is possible to request in writing that these funds be disbursed by the last possible date in the year. The last disbursement date is at the end of each year (probably 30 December).
- 7.4 The grant received from Engagement Global may only be used proportionally with any grants from other grant providers and the Grant Recipient's intended own and other funds. However, pre-financing using own funds is possible at any time.
- 7.5 The Grant Recipient undertakes to repay funds paid in excess immediately and irrespective of whether proof of use is submitted.
- 7.6 It is not possible to carry over unused approved funds from one budget year to subsequent budget years.
- 7.7 The Grant Recipient shall set up a separate bank account or sub-account for activities undertaken as part of the project. The receipts must always show which items relate to which forwarding agreement.

7.8 All payments to the Grant Recipient shall be paid into the following account:

Account holder: XXX  
Bank: XXX  
IBAN: XXX

## 8. Data protection provisions for this Agreement

- 8.1 The Grant Recipient undertakes not to disclose to third parties any personal data of which it gains knowledge during the implementation of the project. This duty of non-disclosure also applies to any persons acting on the Grant Recipient's behalf. The data-protection provisions of the EU General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG) and any federal-state ("Land") data-protection law to be applied must be observed.
- 8.2 The Grant Recipient is able to provide proof that all participants in the project have been informed that their personal data is forwarded to Engagement Global and, via the latter, to other bodies (e.g. the BMZ). The data is used to ensure proper processing and accounting for the agreed project and for reports to various federal government departments.

## 9. Use of the grant

- 9.1 The grant is for a specific purpose and is only intended for the implementation of projects specified as the purpose of the grant in Section 1.
- 9.2 The Grant Recipient must use the grant efficiently, sparingly, and in accordance with its purpose. These funds are only to be used to finance the expenditure that is agreed in this Agreement and actually incurred.
- 9.3 Payments before receipt of the service/goods may only be agreed or effected insofar as this is customary or justified by special circumstances.
- 9.4 All income connected to the purpose of the grant (particularly grants, payments from third parties and the Grant Recipient's own share) are to be used by the Grant Recipient as covering funds for all expenditure connected to the purpose of the grant.
- 9.5 The overall result in the expenditure and financing plan is binding. The individual estimates may be exceeded by up to 20%, insofar as the overrun can be offset by corresponding savings for other individual estimates. If individual estimates are increased by more than 20% to the detriment of other expenditure items, the Grant Recipient must obtain written consent from Engagement Global.
- 9.6 If the total expenditure for the project estimated in the expenditure and financing plan decreases after approval of the grant, the covering funds increase or new covering funds are added, the grant shall decrease proportionally with any grants from other grant providers and the Grant Recipient's intended own and other funds if the total expenditure or the covering funds change by more than € 500 overall.

- 9.7 If more than 50 % of the Grant recipient's total expenditure is covered by public funding, the Grant Recipient must not place its employees whose personnel expenses are co-financed by the funding in a better position than comparable federal employees. The remuneration paid must not be higher than stipulated in the Pay Agreement for German Public Service (TVöD Bund), nor may other payments above and beyond the general pay scale be made.
- 9.8 The Grant Recipient is responsible for ensuring that employees are assigned to the correct pay group and that the personnel selection procedure is carried out correctly.
- Employees who work full-time for the Grant Recipient and whose salary is financed (in part) by the grant are not permitted to receive remuneration from the same organisation paid for using grant funds based on a contract for work performed in addition to their full-time job.
- 9.9 In order to prevent the funds being misappropriated or any other violation of the provisions set out in this Agreement or any other applicable law, the Grant Recipient shall take the necessary and appropriate personnel, organisational and administrative measures. If there are any indications of criminal offence, for instance embezzlement of grant funds or corruption, or of violation of the requirement for the grant to be used for a specific purpose, Engagement Global must be informed immediately and steps taken to enable Engagement Global or external audit organisations/companies commissioned by Engagement Global to investigate.
- 9.10 When implementing the project, the Grant Recipient must comply with the existing restrictive measures (sanctions) imposed by the United Nations/European Union. In particular, this means not concluding contracts with or paying any funds to persons/organisations against whom/which sanctions have been imposed. Regular checks must be carried out and documented to ensure that this is the case. In particular, the following portals can be used for such checking:  
[www.finanz-sanktionsliste.de](http://www.finanz-sanktionsliste.de)  
[www.sanctionsmap.eu](http://www.sanctionsmap.eu)
- Should the Grant Recipient gain knowledge of sanction violations during implementation, Engagement Global must be informed immediately.
- 9.11 A written agreement with Engagement Global is necessary for any changes affecting the term of the project, the financing or its implementation. The Grant Recipient is not automatically entitled to such an agreement.
- 9.12 It is not possible to carry over unused approved funds from one budget year to subsequent budget years.
- 9.13 The expenditure of funds beyond the end of the contractually agreed funding period is not permitted.

## **10. Awarding of contracts**

- 10.1 Supply and service contracts for the expenditure to be covered from the grant are to be awarded in compliance with the principle of economic advantage and subject to competition. In accordance with Section 6 of the German Regulation on Sub-Threshold

Procurement (UVgO), the procurement procedure is to be continuously documented from the outset in text form in accordance with Section 126b of the German Civil Code (BGB). This documentation must include, inter alia, a justification of the need (necessity of the procurement) as well as a justification of the decision as to which tender is most economically advantageous.

10.2 In the case of direct orders, a record must be kept of the budgetary necessity of the procurement.

10.3 In addition, the following provisions stipulated by the BMZ shall apply – depending on the anticipated value of the contract to be awarded:

<b>1. Awarding of contracts in the partner country (by the project organisation)</b>	
<b>Contract value (excl. VAT)</b>	<b>Procurement procedure</b>
≤ € 1,000	Direct order (Section 14, UVgO) taking into account budgetary principles of efficiency and economy; documentation of market research/ascertainment of price not required (no award)
> € 1,000 to ≤ € 15,000	<p>Negotiated award with or without a competitive tender (Section 12 in conjunction with Section 8, Subsections 1 and 4, UVgO):</p> <p>The following applies in the event of a competitive tender: Invitation to an unlimited number of undertakings (suppliers), at least three suitable potential candidates, to submit a bid (Sections 12.1 and 10.1 and 10.2, UVgO).</p> <p>The following applies where there is no competitive tender: traceable ascertainment of price (written note of a telephone conversation, web print-out, etc. for several bidders, at least three as a matter of principle, required (Section 12.2, UVgO)</p> <p>(Exceptions: Section 12.3, UVgO – one bidder only).</p>
>€ 15,000	<p>If formal award procedures (particularly for construction contracts and large supply contracts) are customary in the partner country, they should be used as the basis – insofar as it makes sense to do so – even if they are not binding on NGOs.</p> <p>Otherwise: Negotiated award, invitation to at least three suitable potential candidates to submit a written bid.</p>

<b>2. Awarding of domestic contracts (Germany/EU by the Grant Recipient), grant amount below or exactly EUR 100,000</b>	
<b>Contract value (excl. VAT)</b>	<b>Procurement procedure</b>



VAT)	
≤ € 1,000	Direct order (Section 14, UVgO) taking into account budgetary principles of efficiency and economy; documentation of market research/ascertainment of price not required (no award)
> € 1,000 to ≤ € 15,000	<p>Negotiated award with or without a competitive tender (Section 12 in conjunction with Section 8, Subsections 1 and 4, UVgO):</p> <p>The following applies in the event of a competitive tender: Invitation to an unlimited number of undertakings (suppliers), at least three suitable potential candidates, to submit a bid (Sections 12.1 and 10.1 and 10.2, UVgO).</p> <p>The following applies where there is no competitive tender: traceable ascertainment of price (written note of a telephone conversation, web print-out, etc. for several bidders, at least three as a matter of principle, required (Section 12.2, UVgO)</p> <p>(Exceptions: Section 12.3, UVgO – one bidder only).</p>
> € 15,000	Limited invitation to tender without a competitive tender (Section 11, UVgO), invitation to submit a tender with tender specifications to several, at least three as a matter of principle, suitable potential candidates.

10.4 If the grant or, where financing is provided by several bodies, the total amount of the grant is more than 100,000 euros, the Grant Recipient must also apply the following provisions:

- when awarding construction contracts, Part A, Section 1 of the German Construction Contract Procedures (VOB/A).
- when awarding supply and service agreements, the Rules of Procedure for the award of public supply and service contracts below the EU thresholds (German Regulation on Sub-Threshold Procurement (UVgO), with the stipulations listed in the following table.

<b>3. Awarding of domestic contracts</b> (Germany/EU by the Grant Recipient), grant amount above EUR 100,000 or Grant Recipient subject to Section 98 of the Act against Restraints of Competition (GWB), and with reference to 3.1 of the General Ancillary Provisions for Grants to Fund Projects (ANBestP)	
<b>Contract value (excl. VAT)</b>	<b>Procurement procedure</b>
≤ € 1,000	Direct order (Section 14, UVgO) taking into account budgetary principles of efficiency and economy; documentation of market research/ascertainment of price

	not required (no award)
> € 1,000 to ≤ € 15,000	<p>Negotiated award with or without a competitive tender (Section 12 in conjunction with Section 8, Subsections 1 and 4, UVgO):</p> <p>The following applies in the event of a competitive tender: Invitation to an unlimited number of undertakings (suppliers), at least three suitable potential candidates, to submit a bid (Sections 12.1 and 10.1 and 10.2, UVgO).</p> <p>The following applies where there is no competitive tender: traceable ascertainment of price (written note of a telephone conversation, web print-out, etc. for several bidders, at least three as a matter of principle, required (Section 12.2, UVgO)</p> <p>(Exceptions: Section 12.3, UVgO – one bidder only).</p>
> € 15,000 to < € 50,000	Limited invitation to tender without a competitive tender (Section 11, UVgO), invitation to submit a tender with tender specifications to several, at least three suitable potential candidates.
€ 50,000 to < € 221,000	Public invitation to tender (Section 9, UVgO) or limited invitation to tender with a competitive tender (Section 10, UVgO). (Section 38, UVgO applies with regard to form and transmission)
Upwards of € 221,000 (threshold Europe-wide tenders; as at: 01.01.2018)	Europa-wide tender in accordance with Section 4 of the Act against Restraints of Competition (GWB) and the Procurement Ordinance (VgV).

10.5 The following provisions of the UVgO can be disregarded when conducting procurement procedures: Section 22 on division into lots, Section 28.1, Sentence 3 on publication of contract notices, Section 30 on contract award notices, Sections 38.2 to 38.4 on the form and transmission of requests to participate in tenders, Section 44 on abnormally low tenders and Section 46 on informing candidates and tenderers.

10.6 The project organisation's obligations to apply procurement rules arising if the project organisation is considered to be the contracting authority in accordance with Part 4 of the Act against Restraints of Competition (cf. Section 98, GWB) remain unaffected.

## 11. Public relations work

11.1 Reference is to be made in all print and media products (including audiovisual media and websites) created in connection with the project to the funding provided by the BMZ and Engagement Global. The following standard sentence is to be used to do so:

“Supported by ENGAGEMENT GLOBAL (EG logo optional) with funding from the BMZ logo”. The current BMZ and Engagement Global logos are to be used; they can be requested by sending an email to [ww-begegnung@engagement-global.de](mailto:ww-begegnung@engagement-global.de). Use of the logo for other purposes is not permitted.

- 11.2 The following note is to be added to the legal notice in print and media products: “(Name of Grant Recipient/publisher) is solely responsible for the content of this publication; the positions presented herein do not reflect the views of Engagement Global or the Federal Ministry for Economic Cooperation and Development.”
- 11.3 Engagement Global is to be provided with a copy of the product (in the case of large-format posters, the layout template) after it has been published. In the case of products in a foreign language, a summary in German is to be included.

## 12. Grant Recipient’s reporting duties

- 12.1 In addition to the required proof of use, the Grant Recipient reports to Engagement Global on the progress of the project upon request. Engagement Global reserves the right to publish updates concerning jointly financed projects on its website.
- 12.2 The Grant Recipient designates a contact person who is authorised to answer any questions arising from this Agreement and gives and receives statements and notifications concerning these questions. This person is [Name]. Should the person responsible change, the change must be reported to Engagement Global immediately.
- 12.3 The Grant Recipient is obligated to inform Engagement Global immediately, if:
- the number of participants decreases. In each case, the reason must be specified. If a participant withdraws from his/her legal residence in the Federal Republic of Germany after the exchange visit or if there are indications that he/she already distanced themselves from the group during the visit, the Grant Recipient must immediately inform not only Engagement Global but also the police and responsible Foreigners’ Registration Office and do everything necessary to re-establish contact with the participant,
  - it applies for or receives additional funds from another public body for the same purpose after submitting the expenditure and financing plan - including after submission of the final proof of use, or if it receives additional funds from third parties, or the funds applied for from other public bodies or third parties are cancelled,
  - the purpose of the grant or other circumstances relevant to the Forwarding Agreement change or cease to apply,
  - it transpires that the purpose of the grant cannot be, or can only partially be, achieved with the agreed funds,
  - it applies for or receives additional funds from another public body for the same purpose or if it receives additional funds from third parties,
  - the planned total expenditure decreases,

- the funds provided for the planned needs cannot be spent,
- the requested or disbursed amounts cannot be spent within the specified period from disbursement. The period is 6 weeks from disbursement within Germany, and 4 months from disbursement abroad,
- items that have to be inventoried are not used in accordance with the purpose of the grant or are no longer needed within the project period,
- insolvency proceedings are requested or initiated with regards to its assets.

12.4 Reporting duties that lead to changes to the expenditure and financing plan and/or the term and/or substantial changes in content require Engagement Global's permission.

### 13. Proof of use

- 13.1 The use of the grant is to be proven (final proof of use) and the proof of use submitted to Engagement Global no later than within three months of the grant purpose being fulfilled but at the latest at the end of the third month following the approval period, by **DATE**.
- 13.2 For projects lasting several years, an interim proof of use for the previous calendar year is to be submitted to Engagement Global by 31 March of the current year.
- 13.3 The interim proof of use consists of a status report and numerical evidence (no list of receipts), in which the income and expenditure are to be consolidated according to the classification in the expenditure and financing plan.
- 13.4 If the reporting period for a budget year does not exceed three months, the status report for an interim proof of use can be combined with the next due status report (for an interim or final proof of use). The requirement to submit numerical evidence is not affected.
- 13.5 The interim proof of use for the last funding year can be submitted as part of the final proof of use.
- 13.6 The final proof of use consists of a status report and numerical evidence, including a receipts and inventory list, as shown in the template at <https://begegnungen.weltwaerts.de/en/downloads.html>
- 13.7 The final proof of use is intended to give comprehensive information on the entire project and the use of the grant, and must not refer to the information in the annual interim proofs of use already submitted. It must be designed in such a way that a comparison of all intended goals, activities, indicators and financial planning with the project as implemented (target/actual comparison) is possible.
- 13.8 In the status report, the Grant Recipient presents in detail and in a verifiable manner how the grant has been used and the outcome achieved, and compares these details with the goals specified (target/actual comparison). The most important items of the numerical evidence are to be explained, as well as the necessity and appropriateness of the work undertaken.

- 13.9 The numerical evidence must present in chronological order all income (grants, payments from third parties, own funds) and expenditure (payments made) related to the purpose of the Agreement, separated according to the income/expenditure items in the expenditure and financing plan, and provide a comparison with the contractually agreed income and expenditure (target/actual comparison).
- 13.10A tabular receipts list is also to be enclosed with the final proof of use, listing the expenditure according to type in chronological order. The receipts list must clearly show the date, recipient/payer, and the reason and individual amount per payment; and the expenditure must be sorted chronologically by payment date. Insofar as the Grant Recipient has the option to deduct input tax under Section 15 of the German VAT Act (UStG), only the prices without value added tax may be taken into account.
- 13.11 The Grant Recipient confirms that the expenditure was necessary, has been used efficiently and sparingly and that the information in the books and receipts tally. Engagement Global reserves the right to request additional receipts.
- 13.12 Participant lists must be kept for all events carried out in connection with this Forwarding Agreement, and a copy attached as an annex to the status report. If the Grant Recipient uses its own participant lists, it must be ensured that they contain all of the key information given in the weltwärts exchanges template list. The participant lists remain with the Grant Recipient and must be kept for potential auditing. The status report relating to the final proof of use must describe what events took place (place, duration, topic) and who participated in them.
- 13.13 The original receipts must contain the information and annexes customary in business transactions, and the expenditure receipts must contain, in particular, the payee, the reason for and date of the payment, the proof of payment, and, in the case of objects, the purpose. In addition, the receipts must include a unique identifier linking them to this Forwarding Agreement.
- 13.14 The Grant Recipient is obligated to keep the original receipts (income and expenditure receipts) for the individual payments and the contracts awarded as well as all other documents related to the funding for five years from submission of the final proof of use, unless a longer retention period is specified under tax law or other regulations. These receipts must be presented or handed over to Engagement Global upon request and kept available for the auditing purposes of the institutions entitled to audit specified in this Forwarding Agreement. Audit-compliant image or data carriers can be used for storage; the recording and replay processes must comply with generally accepted accounting principles or a procedure generally permitted in public administration.
- 13.15 Where necessary, keyword translations are to be provided for receipts from the partner countries that are not issued in German or English.
- 13.16 Expenditure in foreign currency shall in principle be settled at the rate resulting from the corresponding foreign exchange purchase receipts on which the settlements are to be based. In the absence of such receipt and if it is not possible to determine the applicable exchange rate by mutual agreement, Engagement Global will determine the exchange rate.

- 13.17 The Grant Recipient's bookkeeping for income (grant requirements) and expenditure related to the funded project (disbursement of grants) must be set up in accordance with the generally accepted accounting principles, and evidence of such set-up shall be provided upon request.
- 13.18 The final and interim proof of use must be submitted to Engagement Global by mail to [ww-begegnung@engagement-global.de](mailto:ww-begegnung@engagement-global.de) and by post. In addition, all supporting documents must be attached.

## **14. Right to audit**

- 14.1 The authorised representatives of Engagement Global, the BMZ and the Federal Audit Office (BRH) or auditors commissioned by them can conduct an audit at any time to determine the progress and results of the implementation of the project as well as the proper use of funds. The Grant Recipient must keep ready the documents necessary for the audit, present them on request and make themselves available to provide additional information.
- 14.2 If the Grant Recipient has its own audit institution, said institution must audit the final proof of use in advance and certify the audit, giving its conclusions.

## **15. Evaluation and surveys**

- 15.1 Where required, the Grant Recipient and the Application Partner shall participate in evaluations commissioned or approved by the BMZ or Engagement Global.

## **16. Rescission, termination, repayment and interest**

- 16.1 Engagement Global can, at any time, in full or in part and where there is an important reason to do so, rescind the Agreement, suspend the disbursement of funds and reclaim amounts paid. An important reason exists if:
- the BMZ revokes the grant of funding to Engagement Global or if the funds provided by the BMZ are not made available,
  - the conditions for conclusion of the Agreement subsequently cease to be met (in particular, if the criteria in the audit for the project organisation appear to be no longer complied with, e.g. if there are doubts concerning proper management),
  - the Agreement came to be concluded due to information from the Grant Recipient which was substantially false or incomplete,
  - the funds are not used according to purpose or it is no longer ensured that they will be used according to purpose,
  - the funding aims for the project are not or no longer achievable,
  - the final proof of use or an interim proof of use contains false information to a significant extent,

- the grant is not used within the specified periods after disbursement to fulfil the project goal, or
- the obligations under this Agreement (especially special provisions concerning contract-awarding, accounting bookkeeping and reporting duties) are not fully or partially complied with,
- the (interim) proof use is not submitted or not submitted by the deadline,
- these steps are necessary to defend against or resolve serious disadvantages for the common good.

16.2 Rescission must be declared in writing. In the event of rescission, disbursement of the grant will be discontinued. Payments already made can be reclaimed. Interest is to be added annually to the amount to be recovered from the date of disbursement to the Grant Recipient at 5 percentage points above the base interest rate under Section 247 of the German Civil Code (BGB) (for the interest calculation, see [www.basiszinsatz.info](http://www.basiszinsatz.info)). In particular, the interest claim may be waived if the Grant Recipient is not responsible for the circumstances that led to the claim for repayment and pays the reimbursement within the set period.

16.3 If grants are not used immediately after disbursement to fulfil the project goal, and Engagement Global does not rescind the Forwarding Agreement, interest can also be charged annually at 5 percentage points above the base interest rate under Section 247 of the BGB for the period from the disbursement until use in accordance with the grant's purpose. The same also applies if a payment is used even though other funds are to be used proportionally or with priority. Use is considered to be immediate if disbursed amounts are used within six weeks within Germany and four months abroad.

16.4 Repayments and interest are to be credited to Engagement Global, giving the project number and the purpose, into the following account:

Engagement Global gGmbH  
 Bank: PAX Bank Cologne  
 Sort code: 37060193  
 Account: 35700013  
 IBAN: DE91 3706 0193 0035 7000 13  
 BIC: GENODED1PAX

## 17. Special agreements between Grant Recipient and Application Partner

### 17.1 Grant Recipient's contribution:

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### 17.2 Application Partner's contribution:

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## **18. Special provisions for this Agreement**

### **18.1**

## **19. Written form provision**

19.1 Amendments and additions to this Agreement must be made in writing in order to be valid (Section 126 of the BGB). This also applies in the event of an amendment of this provision.

## **20. Entry into force**

This Forwarding Agreement comes into force when signed by the Parties to the Agreement.

## **21. Applicable law**

The Agreement is subject to the law of the Federal Republic of Germany.

## **22. Place of jurisdiction**

The place of jurisdiction is Bonn.

## **23. Severability clause**

Should an individual provision of this Agreement be or become legally ineffective, this shall not affect the validity of the remainder of the Agreement. The invalid provision should be replaced by a valid one which comes as close as possible to the basic ideas of funding law. The same applies for supplementary legal interpretation.

**Date issued:** [Date], Bonn



Signatures

**Grant Recipient:** NAME

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Name in block capitals	Job title	Location, date	Signature of the authorised signatory
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**Application Partner:** NAME

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Name in block capitals	Job title	Location, date	Signature of the authorised signatory
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ENGAGEMENT GLOBAL gGmbH:

Bonn, \_\_\_\_\_

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i. V. Astrid Neumann  
Head of Department  
F14 weltwärts

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i. A. Nina Porstmann  
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