

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 14, “Special provisions for this Agreement”, we would ask you to agree the details with your application partner.

Forwarding agreement of development funds No. [xxx]¹
(Allocation decision XXXX.1348.0)

as part of the

**Funding line weltwärts -
extracurricular exchange projects in the context of Agenda 2030**

Between

ENGAGEMENT GLOBAL gGmbH
represented by
the Managing Director Dr. Jens Kreuter
Tulpenfeld 7
53113 Bonn

- referred to in the following as Engagement Global -

and

[Name and address of the German provider]

- referred to in the following as the End Recipient -

and

[Name and address of the partner provider in the Global South]

- referred to in the following as the Application Partner -

in order to realize the funding line

“weltwärts – extracurricular exchange projects in the context of Agenda 2030“
the following private-law Agreement is concluded:

¹ Hierbei handelt es sich um einen Musterweiterleitungsvertrag, daher ist dies kein verbindlicher Vertragstext.

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Forwarding agreement weltwärts - extracurricular encounter projects in the context of Agenda 2030 AS OF: 09/21/2016

Preamble

The first recipient of the grant from the Federal Ministry for Economic Cooperation and Development (BMZ) is Engagement Global, which transfers the grant to charitable German providers under private law on the basis of a project application which is worthy of support ("grant"). The transfer of the grant is based on a forwarding agreement, in which Engagement Global passes on the application of the General Ancillary Provisions for Allocations for Project Funding (ANBest-P) and the general administrative provisions (VV) to Sections 23, 44 German Federal Budget Code (BHO), with which Engagement Global is obligated to BMZ to comply.

Against this background, Engagement Global, the charitable German provider as the End Recipient, and the project partner as part of the application partnership, conclude this Forwarding Agreement.

1. Contractual purpose

The purpose of the Agreement is the implementation of the project "Title" as part of the funding line "weltwärts – extracurricular exchange projects in the context of Agenda 2030", as presented in its application of [Date].

2. Form of the cooperation

- 2.1 The application partnership between the End Recipient and the application partner takes place on an equal footing in a consortium.
- 2.2 The legal form of the consortium is the partnership under civil law (Section 705 et seq. German Civil Code [BGB]).
- 2.3 The consortium leader is the End Recipient.
- 2.4 The consortium partner is the application partner.
- 2.5 For the internal relationship between the consortium leader and the consortium partner, the stipulations of this Agreement and the rules of the management service agreement (Section 675 et seq. BGB) apply.
- 2.6 Once the project has been completed, the purpose for which the consortium was formed also ends.

3. Financing

- 3.1 The total amount of eligible expenditure is €[Amount].
- 3.2 The End Recipient hereby receives from Engagement Global a non-repayable grant of up to €[Amount]([Proportion]% of the total eligible expenditure) by way of project funding as partial financing.

The following amounts are allocated to the financial year:

- 2016: €[Amount]
- 2017: €[Amount]
- 2018: €[Amount]

The grant is for a specific purpose and is to be used according to the End Recipient's project application of [Date].

The approval period begins on [Date] and ends on [Date].

Appropriate expenses can be accepted within this period. However, grants can only be requested from conclusion of the agreement.

The grant is subject to the proviso that the estimated budgetary resources are available (budget proviso), and allocation of resources by the BMZ. The agreed support is not necessarily indicative of future support to the previous extent.

- 3.3 €[Amount] is to be financed from the End Recipient's own funds and/or third-party funds (25% of the total eligible expenditure, if not agreed with Engagement Global in particular exceptional cases as follows: [xx]%). 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 End Recipient's own share are to be used as covering funds for all expenditure connected to the project purpose.

The project application is, inclusive of the expenditure and financing plan in the attached version (Annex 1), a component of the agreement and is binding with regard to the overall outcome. The estimates of the expenditure items specified in the expenditure and financing plan are binding. The individual estimates may be exceeded by up to 20 percent, insofar as the overrun can be offset by corresponding savings for other individual estimates, and the maximum limits for the individual cost items prescribed in the tender are complied with. The grant may only be used to cover the expenditure items set out in the expenditure and financing plan.

4. General criteria for support

- 4.1 Projects are only supported if their clearly defined goals can be achieved within the intended budget and the intended time period, considering the funding line weltwärts – extracurricular exchange projects as part of Agenda 2030, and enable monitoring of success. The funding line in the respective applicable English version is accessible at: www.weltwaerts.de/en/how-do-i-apply.html
- 4.2 The End Recipient may not put its employees, whose personnel expenses are jointly financed from the grant, in a better position than comparable German federal employees. Higher fees than those governed by the Tariff Agreement for German Public Service (TVöD Bund) as well as other payments above and beyond the general pay scale may not be granted.

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Forwarding agreement weltwärts - extracurricular encounter projects in the context of Agenda 2030 AS OF: 09/21/2016

5. Eligible expenditure

5.1 In particular, the following expenditure is eligible:

- Expenditure for telecommunications,
- Documentation,
- Liability, accident, health insurance,
- Accommodation, catering, hiring premises,
- Travel, transport, and visa expenditure, using the German Travel Expenses Act (BRKG). First class train travel and per diem allowances are not admitted. For journeys abroad as part of the partnership work, the German Foreign Travel Expenses Regulation (ARV) applies. For flights, only the costs for economy or tourist class are admitted.
- Material expenditure, interpretation and translation,
- fees - aligned with the fee scale for training sessions of the Federal Academy of Public Administration (BAköV) of the German Federal Ministry of the Interior
- Personnel expenditure - the End Recipient is responsible for the correctness of the tariff classification and the correct implementation of the personnel selection procedure. The End Recipient sends the tender documents and the job specification (work description and job evaluation), to Engagement Global for information purposes, which reserves the right to carry out random reviews of the documents.
- reasonable administrative expenditure.

6. Request for funds, savings, and additional covering funds

- 6.1 The grant is disbursed on request by means of the form created by Engagement Global in the applicable version, and only within the period of support. The relevant forms to request funds can be accessed on the homepage www.weltwaerts.de/en/how-do-i-apply.html
- 6.2 Funds may only be requested inasmuch as and not until they - including the payment method - are necessary for due payments within six weeks domestically (in Germany) and within 4 months abroad. It is not possible to extend the time period.
- 6.3 The last request for funds in a year must be received by post by Engagement Global at the latest by December 5 of the current budget year. Insofar as the End Recipient explicitly applies for a disbursement on the last possible date by submitting a request for funds, disbursement of funds is normally possible by December 30 of the year.
- 6.4 The grants received by Engagement Global may only be used proportionally with possible grants of other grant providers and the intended own and other funds of the End Recipient. However, pre-financing with own funds is possible at any time.

- 6.5 If the total expenditure for the project estimated in the financing plan decreases after authorization, the covering funds increase or new covering funds are added, the grant decreases proportionally with possible grants from other grant providers, and the intended own and other funds of the End Recipient.
- 6.6 The End Recipient's duties of disclosure to Engagement Global in this content are listed under No. 8.2. Overpaid grant amounts are to be repaid to Engagement Global.
- 6.7 The grant recipient undertakes to repay funds paid in excess immediately and independent of submission of proof of use.

7. Use of the grant

- 7.1 The grant is to be used efficiently, sparingly, and in accordance with its purpose. The provisions of the guidelines for the funds apply.
- 7.2 It is not possible to carry forward an unused part of the grant from one budget year (credit limit) to the following budget year.
- 7.3 The overspending of funds after the end of the contractually agreed funding period is excluded.
- 7.4 In awarding contracts for deliveries and services for the expenditure to be covered from the grant, the set maximum value of the BMZ applies:
- up to and including EUR 500.00 (net): Direct purchase/direct commissioning having regard to efficiency and thrift; minimum number of offers: 1
 - up to an including EUR 2,000.00 (net): Direct award (telephone statement or Internet print out on pricing sufficient); minimum number of offers: 3
 - up to and including EUR 15,000.00 (net): Direct award (submission of written offers; minimum number of offers: 3
 - up to and including EUR 50,000.00 (net): Limited invitation to tender (submission of offers by post necessary); minimum number of offers: 5
 - up to and including EUR 133,999.99 (net): Public invitation to tender with an unlimited number of applicants
 - from and including EUR 134,000 (net): Europe-wide tender procedure
- 7.5 The End Recipient's obligations to apply Section 2 et seq. of the Construction Tendering and Contract Regulations (VOB/A) or Tendering and Contract Regulations for Services (VOL/A) on the basis of Section 98 of the Restriction of Competition Act (GWB) and the Awarding of Public Contracts Regulation (VgV) or to comply with other tender provisions, are unaffected.
- 7.6 Payments before receipt of the service in return may only be agreed or effected insofar as this is customary or justified by special circumstances.

- 7.7 Engagement Global reserves the right to partially or fully rescind the Agreement depending on project progress if it transpires that the purpose of the grant cannot be achieved.

8. The End Recipient's obligations for project-related items acquired

- 8.1 All items acquired or produced as part of the project pass into the End Recipient's ownership after the end of the project. During the funding period, the items may only be used for another purpose with Engagement Global's permission. The obligation to involve Engagement Global applies:
- for property and buildings with an acquisition value of more than €50,000, for thirty years;
 - for property and buildings with an acquisition value of up to €50,000, for five years;
 - for movable objects with an acquisition value of €410 to 5,000 (excluding VAT), for two years, and
 - for movable objects with an acquisition value of over €5,000, for five years.
- 8.2 If the acquisition or production value (excluding VAT) is more than €410, the item must be cataloged and used for a charitable purpose under development policy that is worthy of support and in accordance with the funding line weltwärts – extracurricular exchange projects for at least two years, and with a value over €5,000 for at least five years.
- 8.3 In the event of use not in accordance with its purpose within the commitment period, a proportional settlement is to be paid amounting to the market value of the item at the time it was first used for purposes for which it was not intended.

9. The End Recipient's duties of disclosure

- 9.1 The End Recipient reports to Engagement Global on request on progress of the project in addition to the prescribed evidence. Engagement Global reserves the right to publish the progress of the jointly financed measures on its homepage.
- 9.2 The End Recipient designates a contact person who is authorized for the questions in this Agreement and gives and receives declarations and notifications for these questions. This person is [Name]. Should the person responsible change, the change must be reported to Engagement Global immediately.
- 9.3 The End Recipient is obligated to inform Engagement Global immediately, if:
- it applies for additional funds from another public body for the same purpose after submitting the expenditure and financing plan - including after submission of the proof of use - or receives such from them, or if it receives additional funds from third parties (where applicable), or the funds applied for from other public bodies or third parties are canceled,
 - the total expenditure estimated in the expenditure and financing plan decreases,

- the purpose of use or other circumstances relevant for approval of the grant change or cease to apply,
- it transpires that the purpose of the grant cannot be, or can only partially be, achieved with the approved funds,
- the requested or disbursed amounts cannot be spent within the specified period from disbursement. The period is 6 weeks from disbursement domestically, and the period abroad is 4 months from disbursement.
- items to be cataloged are not used in accordance with the purpose of the grant or are no longer needed within the commitment period,
- insolvency proceedings are ordered or initiated with regards to its assets.

9.4 Notification requirements which lead to changes to the financing plan and/or the term and/or substantial changes in content require Engagement Global's permission.

10. Interim proof of use and proof of use

- 10.1 The use of the grant is to be established (proof of use) and submitted to Engagement Global electronically and by post within three months of the grant purpose being fulfilled for projects up to €50,000 and within four months for projects over €50,000, but at the latest at the end of the fifth month following the approval period, by [Date]
- 10.2 For projects longer than a year, an interim proof of use is to be submitted to Engagement Global electronically and by post within three months from the end of each budget year for the amounts received in that year. The period ends on March 31 of the year following the reporting period.
- 10.3 If the reporting period for a budget year does not exceed three months, the status report of an interim proof of use can be combined with the next due status report (for an interim proof of use or a proof of use). The submission of numerical evidence is not affected.
- 10.4 Interim proof of use and proof of use consists of a status report and numerical evidence, in which the income and expenditure are to be collated in a summary manner according to the classification in the financing plan.
- 10.5 The use of the grant and the outcome achieved are to be presented in detail in the status report, and compared to the goals specified. The most important items of the numerical evidence are to be discussed in the status report. Furthermore, the necessity and appropriateness of the work undertaken is to be explained. Participant lists for events carried out are to be attached as Annexes to the status report in copy.
- 10.6 The numerical evidence is to show the income and expenditure in chronological order and separated according to the classification in the financing plan. The numerical evidence must contain all income connected to the purpose of the grant (contributions, payments of third parties, own funds) and expenditure (target/actual comparison).

10.7 A tabular receipts list is also to be attached to the proof of use. This is to separately present 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.

For individual expenses under €50, lists can be created by the End Recipient, after an assessment according to its obligations, which are listed as collective items in the receipts list. The list of the individual expenses is to be attached to the receipts list.

10.8 Insofar as the End Recipient has the option to deduct input tax under Section 15 German VAT Act (UStG), only payments (prices less VAT) may be taken into consideration. The proof of use is to confirm that the expenditure was necessary, has been used efficiently and sparingly, and the information is in accordance with the accounts and, where applicable, the receipts.

10.9 Original receipts are neither submitted with the interim proof of use nor with the proof of use, but are requested by the agencies authorized to carry out reviews as required, or seen on-site.

The receipts must contain the information and annexes customary for business, and the expenditure receipts must contain in particular the payee, the reason for and date of the payment, the proof of payment, and the purpose of use for objects. Moreover, the receipts must include a clear feature allocating them to the project (e.g. project number). The key words of payment receipts which are not issued in German or English must be translated on submission or for inspections.

10.10 If foreign currencies are needed to fulfill the project purpose, these must be purchased in compliance with the applicable foreign exchange provisions, and receipts on the exchange transaction submitted. The currency unit of the receipts list is the euro. Conversions are made according to the daily exchange rate; the authoritative day is the day on which the payment was made, or on which the transfer to the partner country is concluded.

10.11 The proof of use should give comprehensive information on the entire project and the use of the grant, and may not refer to the information in the annual interim proofs of use already submitted. It must be created so that a comparison of all intended goals, measures, indicators, and financial planning with the actual implementation of the project (target/actual comparison) is possible.

10.12 The interim proof of use for the last funding year can be submitted as part of the proof of use.

10.13 All programs of events carried out, documentation, etc. are to be attached as Annexes to the interim proofs of use and proofs of use.

10.14 If the End Recipient maintains its own auditor, it is to review the proof of use in advance and certify the audit, giving its conclusions.

10.15 In addition to Engagement Global, the BMZ and the Federal Audit Office, as well as the third parties commissioned by those authorized to carry out inspections to fulfill their tasks (e.g. auditors), also have a right to inspect. The BMZ can arrange an evaluation of the funded project.

11. Right to inspect

- 11.1 The End Recipient is obligated to keep all receipts, contracts, and other documents connected to the funding (e.g. participant lists, award notices, job specifications, etc.) in the original for at least five years from submission of the proof of use, insofar as a longer storage period is not specified by tax or other provisions, or the acquisition value requires a longer storage period due to the involvement requirement.
- 11.2 Engagement Global is entitled to request accounts, receipts, and other business documents to review use of the grant through local investigations, or have this reviewed by representatives.
- 11.3 In addition to Engagement Global, this entitlement to inspect is also held by the BMZ, the Federal Audit Office, and their representatives (e.g. auditors).

12. Rescission, termination, repayment, and interest

- 12.1 Engagement Global can rescind the Agreement at any time, in full or in part, with good cause, or terminate the Agreement, block the disbursement of funds, and reclaim the amounts paid. Good cause is particularly deemed to exist if:
- the BMZ revokes the grant of funding to the grant authority (under administrative provision No. 8 to Section 44 BHO),
 - the funds provided by the BMZ are not provided (see budget proviso under Clause 3.2),
 - the conditions for conclusion of the Agreement subsequently cease to be met (e.g. the criteria of the provider audit are no longer complied with)
 - if this is necessary to defend against or resolve serious disadvantages for the common good,
 - the Agreement came to be concluded due to information from the End Recipient which was substantially false or incomplete,
 - the grant is not or no longer used according to its purpose,
 - the funding aims of the measure are not or no longer achievable,
 - the proof of use or an interim proof of use contains false information to a significant extent,
 - a condition subsequent occurs,
 - the grant is not used within the given periods of disbursement to fulfill the project goal, or
 - the obligations under this Agreement (especially special provisions under No. 14 of this Agreement, settlement, accounting, and disclosure duties) are not complied with, in full or in part.

- 12.2 In the event of rescission, disbursement of the grant is stopped. Payments already made can be reclaimed. Interest is to be added to the amount to be recovered from the date of disbursement to the End Recipient at 5 percentage points above the base interest rate under Section 247 BGB per annum (for the interest calculation, see www.basiszinsatz.info). The claim for interest can in particular be set aside if the End Recipient was not responsible for the circumstances which lead to the repayment claim arising, and makes the repayment within the set period.
- 12.3 If grants are not used immediately after disbursement to fulfill the project goal, and Engagement Global does not rescind the funding agreement, interest can also be charged at 5 percentage points above the base interest rate under Section 247 BGB per annum for the period from the disbursement until use in accordance with its 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 domestically and within 4 months abroad.
- 12.4 Repayments and interest are to be repaid to Engagement Global, giving the project number and the purpose of use, into the following account:

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

13. Special agreements between End Recipient and application partner

13.1 Contribution of the End Recipient:

- Coordination of the collaboration with Engagement Global
- Forwarding of the grant
-

13.2 Contribution of the application partner:

14. Special provisions for this Agreement

14.1 [Provisions]

15. Amendments to the Agreement

- 15.1 Requests to amend the Agreement are always to be made by post, and also electronically, to

ENGAGEMENT GLOBAL gGmbH
Department Förderung Freiwilligenaustausch (Volunteer Exchange Funding)

Tulpenfeld 7
53113 Bonn

Homepage: www.engagement-global.de/ww-begegnung
Email: ww-begegnung@engagement-global.de

- 15.2 Amendments to the Agreement must be made in writing. This also applies in the event that individual planned measures cannot be implemented. The End Recipient is free to plan replacement measures/events and agree them with Engagement Global.
- 15.3 Written form can be replaced by electronic form if both Contracting Parties agree on this. The End Recipient's agreement is also deemed given if it does not expressly object to this provision on conclusion of the Agreement.

16. Effective public relations presentation

- 16.1 Reference is to be made to the funding by the BMZ and Engagement Global in all print and media products made in connection with the measure (including audiovisual media and websites). Depending on context, the following standard sentence should be used to do so: "Funded by Engagement Global gGmbH on behalf of the BMZ".
- 16.2 The logos and their use are to be requested by email to:
ww-begegnung@engagement-global.de
- 16.3 The following note is to be added to the legal notice of print and media products: "The publisher is responsible for the content."
- 16.4 Engagement Global is to be provided a copy of the publication after it has been published (for oversized posters, the layout template). For foreign language copies, an accompanying summary or precis in German is to be included.

17. Entry into force

This Agreement comes into force when signed by the authorized signatories of both Contracting Parties.

18. Place of jurisdiction

The place of jurisdiction is Bonn.

19. 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])

20. Severability clause

Should an individual provision of this Agreement be or become legally ineffective, this shall not affect the validity of the Agreement in general. 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 a supplementary legal interpretation.

MUSTERVERTRAG

21. Signatures

End Recipient: [Name of the organization]

Name in block capitals	Job title	Location, date	Signature of the authorized signatory
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Application partner: [Name of the organization]

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

Head of Department F14 weltwärts	Location, date
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Project Manager F14 weltwärts	Location, date
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