

Grant Agreement

The Parties to this Grant Agreement are

The Federal Republic of Germany, represented by the **Selection**,

(Donor),

and

Implementing Organisation,

(Grantee).

The Parties have agreed as follows:

1. Definitions

- a. **Project** means the project "Project title" as described in the Project Proposal.
- b. **Project Budget** means the budget, dated **Date**, [with amendments from **Date**,] contained in the Project Proposal, which shall be an integral part of this Grant Agreement.
- c. **Project Implementation Period** means the time period between **Date** and **Date** during which the Project must be implemented in accordance with the Project Proposal and the terms of this Grant Agreement.
- d. **Project Objectives** means the purposes, goals and objectives of the Project as set out and described in the Project Proposal.
- e. **Project Proposal** means the project proposal, dated **Date**, [with amendments from **Date**,] which shall be an integral part of this Grant Agreement.
- f. **Subgrantee** means a legal entity to which the Grantee awards a Subgrant Agreement.
- g. **Subgrant Agreement** means a legally binding agreement between the Grantee and a Subgrantee, laying down the terms and conditions under which a Subgrant is transferred.
- h. **Financing mode**

The grant will be made available through one of the following financing modes:

Fixed-sum financing

means that the Donor provides a fixed amount (the "Grant") as part of the total eligible expenditure, according to the Project Budget and regardless of increase or de-

crease of total eligible expenditure at the end of the Project unless otherwise specified in this Agreement. In the event that the total expenditure exceeds the Grant amount, the difference must be borne by the Grantee or other funding sources.

○ **Full financing**

means that the Grant covers all eligible expenditures up to the maximum amount indicated in the Project Budget.

- i. **Financial Report** means an overview of all expenditure incurred in connection with the implementation of the whole Project, regardless of which part is financed by the Donor, and regardless of the funds allocated to cover this expenditure.
- j. **Narrative Report** means a written report on the operation and progress of the Project. The Narrative Report must cover the Project as a whole, regardless of which part is financed by the Donor.
- k. **Final Report** means a report on the implementation of the Project and the use of funds covering the entire Project duration. It consists of a Financial Report including a list of all paid invoices or other spending evidence as well as a Narrative Report covering the entire duration of the Project.
- l. **Significant deviation** means a material variance from the Project Proposal which might affect the Project Objectives or the adequate use of the Grant, regardless of the cause, e.g. changes at outcome and/or output level, changes to the respective indicators or to crucial activities.
- m. **Text form** means a readable declaration made on a durable medium, in which the person making the declaration is named. A durable medium is any medium that
 - i. enables the recipient to retain or store a declaration included on the medium that is addressed to him personally such that it is accessible to him for a period of time adequate to its purpose, and
 - ii. allows the unchanged reproduction of such declaration.

2. **Grant provisions**

- a. Subject to the provisions of this Grant Agreement, the Donor will make available to the Grantee a non-refundable voluntary Grant of up to EUR <Amount> (<Amount in words> euros) for the purpose of implementing the Project in accordance with the Project Proposal and the Project Objectives (the "Grant"). The total eligible expenditure amounts to EUR <Amount>. The Project is .

- b. The Grant shall be disbursed in the instalments indicated in Article 2 (g) during the Project Implementation Period in accordance with the terms of this Agreement. Any amounts not disbursed in the relevant budgetary year indicated in Article 2 (f) or before the expiry of the Project Implementation Period shall be forfeit unless the Donor agrees to fully or partly reschedule the relevant instalments or prolong the availability of funds and/or the Project Implementation Period.
- c. The Grant will be made available in the Selection. The Grant must only be used to cover expenditures necessarily incurred in coherence with this Agreement and the Project Proposal in order to achieve the Project Objectives and which are due and payable within the Project Implementation Period. Only expenditures paid and borne by the Grantee or the Subgrantees are eligible to be financed or co-financed by the Grant. These expenditures must be proven by documented delivery of works, services or supplies, original receipts/invoices, or proof of payment and must not include a profit-margin for the Grantee or the Subgrantees.
- d. In the event that this is necessary to achieve the project objectives, individual main budget headlines A, B, and C may be exceeded by up to 20%, provided that the excess can be offset by corresponding savings in other individual budget headlines. In case of an increase by more than 20%, the Grantee must obtain prior approval (in text form) of the Donor.
- e. The Grant must be used economically while taking into account the principles of efficiency and effectiveness. The Grant must not be used to create reserves.
- f. The Grant is allocated to the budgetary years as follows:

Selection.	EUR
Selection.	EUR
Selection.	EUR
Selection.	EUR
Selection.	EUR
Selection.	EUR
Selection.	EUR

- g. The Grant or instalments thereof will be disbursed upon request. The Grantee may request the Grant in advance, but only to the extent to which it is needed for making due payments within six weeks after disbursement. Instalments may only be requested after the use of own funds/ Third Party grants/ external funding as envisaged in the Project Budget. The grant may only be used in proportion to the planned own and other

funds of the Grantee. The received amount must be used within six weeks after disbursement. The Donor provides the Grantee with a template “Request of funds”, attached to this Grant Agreement as Attachment 1. This six-week period also applies to any amount which is intended to be transferred to a Subgrantee according to Article 2 (p).

- h. Receiving additional funding in the form of earmarked donations will not reduce the Grant.

Receiving additional funding in the form of entrance fees or non-earmarked donations that were not previously provided in the total project budget will reduce the Grant by 30 percent of the additional funding. The additional funding must only be used to cover expenditures necessarily incurred if the intended purpose of the Grant is to be achieved. Further exceptions are possible.

- i. The Grantee shall submit the last “Request for Funds” for the year at the latest by 22 November of the respective financial year.
- j. The Grantee may only agree to or effect payments prior to completion of the relevant service or purchase where this is customary or justified due to special circumstances.
- k. The Grantee bears the risk of exchange rate fluctuations. Revenue generated by positive development in exchange rates must be used for the Project and will be deducted from the total Grant.
- l. The Grantee must use a generally accepted accounting system.
- m. The Grantee must keep a Project-specific account so that all Project-related income and expenditure flows are identifiable and attributable. The Grant or instalments thereof will be transferred to the following bank account:

Account holder:

Bank:

IBAN/Account no.:

BIC/Swift no.:

Reference (optional):

- n. Up to EUR <Amount> (<Amount in words> euros) of the Grant may be transferred to the following Subgrantees:
 - <Subgrantee name>
 - <Subgrantee name>

- <Subgrantee name>

or their *pro rata* share in project implementation as foreseen in the Project Proposal and Project Budget.

- o. The Grantee and the Subgrantees must conclude a written Subgrant Agreement to document the legal relationship between them. The provisions of this Grant Agreement must be respected *mutatis mutandis* between the Grantee and the Subgrantees. For the Subgrant Agreement, the Grantee and the Subgrantee must either use the template provided in Attachment 2 or another template. The Grantee must ensure that all provisions contained in Attachment 2 are effectively incorporated into such other template without contradiction or the inclusion of any provision limiting the effectiveness of the provisions in Attachment 2. The Grantee and any Subgrantee may conclude a separate agreement stipulating further details on the distribution of tasks between the Grantee and the Subgrantee regarding the Project. The Grantee shall provide the Donor with a copy of the Subgrant Agreement signed by the Grantee and Subgrantee.
- p. The Grantee guarantees that it is entitled to represent the Subgrantees participating in the Project. The Grantee is liable for infringements of obligations under this Grant Agreement by the Subgrantees in the same way it is liable for its own conduct. In the event that the Donor demands repayment of an amount paid to the Grantee pursuant to the terms of this Agreement, the Grantee is liable towards the Donor for the total amount, irrespective of whether the Grantee has forwarded such amount or part thereof to any Subgrantee and irrespective of whether the Grantee may be able to request repayment from the Subgrantee.
- q. The Grantee is responsible, prior to concluding a Subgrant Agreement, for verifying and documenting the credit rating of the Subgrantees in an appropriate manner. The Donor may request that the Grantee provides documentary evidence concerning the credit rating of any Subgrantee at any time.
- r. Until political endorsement has been obtained, the funds allocated for activities in [countries xy] are blocked and any activities related to the implementation of the work package(s) are not allowed to be carried out.
- s. The following activities of the Grantee are considered crucial for the implementation of the Project:

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- t. The funds allocated for the implementation of work package <no. 2> (and no. 3,4, etc., if applicable (see paragraph ## of the Project Proposal)) in the amount of EUR <Amount> are blocked. Any activities related to the implementation of the work package(s) are not allowed to be carried out. The Donor will decide whether this block can be lifted after receipt and review of the revised Project Proposal upon completion of work package <no. 1> (see paragraph ## of the Project Proposal) and receipt of an official statement from every implementing country selected for work package <no. 2> confirming for the Donor that there is political support for the Project.
- u. The Grant must be used to Selection a <Naming of the plant/item>. The <Naming of the plant/item> must be used for the Project for years. After this period, the Grantee must Selection the <Naming of the plant/item> Selection <insert recipient of the plant/ item if "to" is selected>.

3. Obligations of the Grantee

The Grantee accepts this Grant and agrees

- a. to use the funds earmarked for the Project, i.e. the Grant, the Grantee's own resources and any contribution from Third Parties, in accordance with the Project Proposal (incl. Project Budget) and exclusively for the Project Objectives;
- b. to comply with the IKI Independent Complaint Mechanism Policy, the IKI Safeguards Policy and the IKI Safeguards. The IKI Safeguards are equivalent to the GCF Safeguards (interim IFC Performance Standards for Environmental and Social Sustainability). These obligations also apply to project partners, Subgrantees and contractors;
- c. upon the Donor's request and in accordance with the procedure and time limits prescribed in Article 7, to pay or repay to the Donor together with any applicable interest
 - i. any unused parts of the disbursed Grant to which the Grantee is not entitled to according to this Grant Agreement, in particular any amounts not used within six weeks from disbursement in accordance with Article 2 (g);
 - ii. all amounts disbursed under this Agreement which have not been used in accordance with the Project Proposal, the Project Objectives and the terms of this Grant Agreement;
 - iii. any amount spent on goods, chattel, real estate property or other assets which are no longer used for the Project in violation of Article 2 (c), except where the Grantee is not responsible for the violation of the obligations in Article 2 (c);
 - iv. any interest accrued by the Grantee on the Grant;

- d. that repayable parts of the Grant are subject to an annual interest rate of five percentage points above the base rate of the European Central Bank p.a. from the date the Donor has requested repayment. This provision is not applicable to erroneous overpayments from the Donor and if interest is already payable pursuant to Article 3 (c);
- e. to pay interest at a rate of five percentage points above the base rate of the European Central Bank p. a. for any amount not spent for eligible Project-related expenditures within six weeks after disbursement according to Article 2 (g) beginning from the disbursement date of the Donor
- f. to submit to the IKI Office at ZUG the project proposal, after completion of the preparation phase via email;
- g. to submit to the Donor annually an interim Financial and/or Narrative Report via email according to the following schedule:

Date	Financial Report	Narrative Report	Reporting period
30 April 2026	X	(X)	start of project - 31/12/2025
30 April 2027	X	X	1/1/2026-31/12/2026
30 April 2028	X	X	1/1/2027-31/12/2027
30 April 2029	X	X	1/1/2028-31/12/2028
30 April 2030	X	X	1/1/2029-31/12/2029

- h. to submit to the Donor an interim Financial Report via email according to the following schedule:

Date	Financial Report	Narrative Report	Reporting period
30 April 2026	X		start of project - 31/12/2025

- i. to submit to the Donor with every reporting an inspection note as proof of the interim and final reports of the Subgrantee to the Grantee. The Grantee must obtain and review

interim and final reports submitted according to Article 3 (g) and 3 (h) by the Subgrantees. If requested by the Donor, the interim and final reports of the Subgrantees must be provided;

- j. to submit to the Donor within six months after completion of the Project the Final Report including a certified public auditor's report in accordance with the "Terms of Reference for engaging a certified public auditor", attached hereto as **Selection**;
- k. to draft all reports using templates provided on the website of the International Climate Initiative (IKI; <https://www.international-climate-initiative.com/en/manage-project/report-on-the-project-progress/>);
- l. to confirm in its Final Report that
 - i. all financial transactions have been made in accordance with the Project Proposal, the Project Budget and the Project Objectives;
 - ii. the Grant was examined in accordance with comprehensive internal control procedures on the basis of the financial regulations, rules and directives currently applicable to the Grantee;
- m. to use any item and asset purchased or produced using the Grant for the purpose of the Project and towards achieving the Project Objectives during the Project Implementation Period. Items and assets with an original value of EUR 800 (net) and above must be listed on an inventory list;
- n. to submit the inventory list together with proposals for the future use of these items, including inventory items purchased by Subgrantees, together with the Final Report. The Donor will decide on the future use of the inventoried items and indicate to the Grantee how compliance with this decision must be proven. After the project duration, the Grantee may dispose freely of any item or asset with an original value below EUR 800 (net);
- o. to seek prior agreement of the Donor if the Grantee intends to use any of the items or assets purchased or produced using the Grant within the Grant Project Implementation Period for any purpose other than those listed in the Project Objectives;
- p. to keep the original receipts (receipts for income and expenditure) for the individual payments and agreements concerning the awarding of contracts as well as all other documents relating to the Grant for five years after submission of the Final Report, unless a longer compulsory period of record-keeping is stipulated by the tax laws or other legal provisions applicable to the Grantee;

- q. to provide the Donor with additional information on the Project at any time upon request within 30 days after receipt of the notification;
- r. to allow the Donor and Third Parties contracted by the Donor to examine whether the Grant has been used in accordance with the Project Objectives, as well as the Project Proposal and the Project Budget, and in accordance with the principles of efficiency and thrift. In addition, the Grantee must maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all expenditures and administration fees of whatever nature involving transactions related to the funds provided by the Donor under this Grant Agreement. The Federal Audit Office (Bundesrechnungshof) is granted the same right of unrestricted access for examination of all Project-related documentation as the Donor and third Parties contracted by the Donor;
- s. to inform the Donor without delay and in writing of:
 - i. any additional funding the Grantee applies for or receives for the implementation of the Project after this Grant Agreement has entered into force;
 - ii. any Significant Deviation from or changes to the Project Proposal;
 - iii. any facts, developments or change in circumstances potentially threatening the achievement of the Project Objectives within the Project Implementation Period;
 - iv. the inability to utilise the claimed or disbursed Grant for due payments within six weeks after disbursement pursuant to Article. 2 (g);
 - v. bankruptcy or similar proceedings which have been applied for or initiated against the property of the Grantee;
 - vi. any circumstances that prevent the Grant or parts thereof from being used for the intended purpose;
- t. to comply with the requirement that it is not a terrorist organisation and does not support such organisations directly or indirectly. This Grant must not be used to finance terrorist activities.
- u. to comply with all applicable EU and UN sanctions regimes. If the applicable sanction regulations are violated by the Grantee and/ or its Subgrantees, the Donor can reclaim the full Grant.

4. Copyright, Liability and Compliance

- a. The Grantee grants the Donor an unrestricted, transferable non-exclusive right of use with respect to all intellectual property and other proprietary rights including, but not limited to, copyrights, patents, trademarks and ownership of data resulting from the Project.
- b. The Grantee must indemnify and hold harmless the Donor for and against any and all claims, lawsuits, damages and expenditures which the Donor may sustain or which may be brought against the Donor in connection with the Grantee's actions or omissions in the performance of this Grant Agreement.
- c. The Grantee undertakes that, at the date when the Grant Agreement enters into force, itself, its directors, officers or employees have not offered, promised, given, authorised, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Grant Agreement and that the Grantee has taken reasonable measures to prevent contractors, agents or any other third Parties subject to its control or determining influence from doing so.
- d. The Grantee will abide by the highest ethical standards in carrying out this Agreement. This includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child.

5. Procurement

- a. The Grantee understands that any procurement required for the Project must be acquired through public tender pursuant to the general regulations, rules and directives of the Grantee.
- b. In the event that no general regulations, rules and directives of the Grantee exist, the following stipulations apply:
 - i. for procurements with an estimated value not exceeding EUR 1,000 (net), no comparative offer is needed, provided the economic efficiency of the commercial goods or services can be assessed without any difficulties;
 - ii. for procurements with an estimated value not exceeding EUR 5,000 (net), the Grantee must collect at least three offers for comparison. As a general rule, the contract should be awarded to the most economical tender; the Grantee must document that the correct procedure has been followed;

- iii. for procurements with an estimated value exceeding EUR 5,000 (net), at least three comparative offers in writing must be collected. As a general rule, the contract should be awarded to the most economical tender; the Grantee must document that the correct procedure has been followed.

6. Breach of Agreement and Termination

- a. The Donor may terminate the Grant Agreement without prior notification and without compensation of any kind, by means of a written notice to the Grantee if
 - i. the Grant is not or is no longer being used for the Project Objectives in accordance with this Agreement;
 - ii. the Grantee has not repaid the Grant or any part thereof following a request from the Donor pursuant to Article 3 (c) and Article 7 within the time limits set by the Donor in the debit note pursuant to Article 7 (a);
 - iii. it becomes apparent that the Project Objectives cannot be achieved within the Project Implementation Period or within the Project Budget or at all;
 - iv. circumstances arise which alter or nullify the Project Objectives;
 - v. goods, chattel, real estate property or other assets purchased or produced using the Grant are no longer used for the Project Objectives in accordance with the Project Proposal without prior written consent of the Donor;
 - vi. the Grantee fails to fulfil any of its obligations under this Grant Agreement, in particular any obligation set forth in Articles 2 and 3, and, after having been given notice by email or letter reminding the Grantee to comply with these obligations, still fails to do so within 30 (thirty) days after dispatch of the email or letter, unless the Donor has explicitly excused the Grantee from such obligation in writing following a satisfactory explanation from the Grantee;
 - vii. the Grantee is bankrupt, insolvent or being wound up, is having its affairs administered by a court, a judge, a compulsory trustee, a receiver, a liquidator or an insolvency administrator, has entered into an arrangement with creditors, has suspended business activities, is subject to proceedings concerning these matters or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - viii. the Grantee, any one of its directors, trustees, trustors, or any of its shareholders, partners or members holding directly or indirectly 50% or more of all voting rights in the Grantee has been convicted of an offence concerning professional conduct

- by a judgement which has the force of res judicata or is publicly accused of grave professional misconduct, including the stipulation under Article 4 (c), which may negatively affect the reputation or public opinion of the Donor and the Donor, after having heard the Grantee, must consider such accusations to be plausible;
- ix. the Grantee engages in any act of fraud or corruption or is involved in a criminal organisation or any other activity that is illegal under applicable national law or international law; this also applies to the partners, members, shareholders, trustees, trustors and directors of the Grantee and to its contractors, employees and agents who are involved in the Project;
 - x. the Grantee, any one of its directors, trustees, trustors, or any of its shareholders, partners, members, associates, or any Subgrantee intentionally or knowingly misappropriates the Grant or parts thereof or intentionally or knowingly allows the Grant or parts thereof to be misappropriated;
 - xi. the Grantee changes legal personality or legal form without prior written approval from the Donor;
 - xii. an individual, entity, group or any other person acquires beneficial ownership of fifty percent (50%) or more of either (1) the shares or capital stock of the Grantee or (2) the combined voting power of the board of directors of the Grantee; and/or the Grantee's trustee changes; and/or substantially all of the Grantee's assets are sold or a merger or sale of stock is agreed wherein the holders of the Grantee's capital stock or shares at the time of conclusion of this Grant Agreement do not hold at least the majority of the outstanding capital stock or shares of the Grantee or its successor immediately following such sale or merger; and/or the Grantee's shareholders, partners or members approve any plan or proposal for the liquidation or dissolution of the Grantee;
 - xiii. due to Article 6 (a (vii)) an acquisition of the Grantee by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganisation, merger or consolidation), or Article 6 (a (vii)) a sale of all or substantially all of the assets of the Grantee (collectively, a "Merger"), the Grantee's stockholders, shareholders, members, partners or associates of record at the time of conclusion of this Grant Agreement will, immediately after such Merger, hold less than fifty percent (50%) of the voting power of the surviving or acquiring entity;
 - xiv. the Grantee does not comply with Article 3 (p) and/or Article 8 (financial bookkeeping, assignment);

- xv. the Grantee has provided false, incomplete or misleading information to the Donor before the conclusion of this Grant Agreement or at any time thereafter (including false or incomplete reports) or has failed to completely and accurately inform the Donor where there is a legal or contractual duty towards the Donor.
- b. In the event of termination, the Donor at its discretion, may request full or partial repayment of the Grant or cancel future instalments of the Grant which are payable after the date of termination. If the Donor decides to only cancel future instalments of the Grant payable after the date of termination, the Grantee remains entitled to receive Grant payments for those parts of the Project that have already been completed at the time of termination, except for expenditures connected with current commitments which would be implemented after the termination date. In order to receive such payments, the Grantee must submit a payment request and a Final Report in accordance with Articles 3 (j) (reporting). If the Donor decides to request full or partial repayment of the Grant, it may issue a debit note specifying the terms and the date for repayment. Article 3 (d) and Article 7 (b) to (d) shall apply mutatis mutandis to the repayable amount and such debit note.
- c. Prior to, or instead of, terminating the Grant Agreement as provided for in this paragraph, the Donor may suspend payments as a precautionary measure without prior notice. The suspension ends when the Donor has expressly decided that it will make no use of its right to terminate the Grant Agreement.

7. Reclaim procedure

The following procedure shall apply if the Donor is entitled to reclaim the Grant or parts thereof, or interest of any kind in accordance with Article 3.

- a. The Donor will issue a formal notification to the Grantee, informing it of the Donor's intention to reclaim the due amount, and a justification, furthermore inviting the Grantee to submit an explanation within 30 days of receiving notification. If no explanation is submitted or the Donor decides to reclaim the amount despite the explanation received, the Donor will confirm the amount to be recovered and formally issue the Grantee a debit note. This note will also specify the terms and the date for payment.
- b. If payment is not made by the date specified in the debit note, the Donor will recover the amount by offsetting it — without the Grantee's consent — against any amounts owed to the Grantee by the Donor.
- c. If payment is not made by the date specified in the debit note, the due amount will be increased by late payment interest of five percentage points above the base rate of the

European Central Bank p.a. from the day following the payment date stipulated in the debit note and including the date the Donor receives full payment of the amount.

- d. Partial payments will be first credited against expenses, charges and late payment interest and then against the principal.

8. Assignment

The Grant Agreement and the payments attached to it may not be assigned to a third Party in any manner whatsoever without prior written consent of the Donor.

9. Other provisions

- a. In all publications relating to Projects within the International Climate Initiative, it must be indicated that the Project is supported by the **Selection**. The instructions stipulated in the information paper on public relations work apply. The paper will be provided in a separate information email.
- b. The Grantee must contact the responsible German embassy in [country]/all countries in which key Project activities are planned and offer to provide further information on the Project. If required, the IKI Office at Zukunft – Umwelt – Gesellschaft (ZUG) gGmbH will inform the Grantee about the specific contacts within the embassies. The IKI Office at ZUG must be informed by email immediately after contacting the embassies.
- c. In selected priority countries of the IKI (for your project in **xxx**), the IKI has established interface projects (IFPs) as a basis for portfolio networking, which ensure close cooperation between the IKI projects in the countries and climate and biodiversity policy networking between the IKI and the partner countries. Among other things, the IFPs promote the exchange of knowledge and cooperation between the IKI projects in the respective countries as well as the transfer of knowledge between the countries and the three IKI-related Ministries (BMWK, BMUV and AA) in Germany.

During the implementation of the project (implementation phase), it is foreseen to cooperate with the IFPs in **xxx, xxx, xxx**. This cooperation includes, in particular, the delivery of relevant contributions to the IKI newsletter (prepared 4-6 times a year by the above-mentioned IFPs) and participation in the IKI networking workshop in the respective partner country (also organised by the above-mentioned IFPs) and, if necessary, other, country-specific formats for networking and cooperation.

Please contact the IFPs to inform them about your project start (in each case for the preparation and implementation phase). The contact details of the IFPs are: xxx, xxx, xxx

- d. The Donor has the right to evaluate the project at any time through project-specific or cross-project evaluations, and reserves the right to engage third parties to carry out evaluation activities. The Grantee shall be involved in the evaluation activities and shall provide the necessary documents, participate in data collection and liaise with relevant project stakeholders. All expenses related to the evaluation will be borne by the Donor.
- e. This Grant Agreement may only be amended in text form between the Donor and the Grantee.
- f. In the event of a provision of this Grant Agreement being invalid, this will neither affect the validity of the remaining provisions nor the Agreement in total. Any deficiency in consequence thereof will be remedied by a provision consistent with the Project Objectives and the purpose and intent of this Grant Agreement.

10. Dispute Resolution

The Donor and the Grantee undertake to settle any dispute, controversy or claim arising from or relating to this Grant Agreement, as well as issues concerning the breach, termination or invalidity thereof, by direct negotiation.

Both Parties agree that German law shall be applicable in the case of disputes arising from this Agreement and that the exclusive place of jurisdiction is Berlin (Germany) if a court decision is required.

11. Data Protection

Any personal data collected by the Donor or the Grantee in connection with the Project must be processed in accordance with applicable laws and regulations on data protection. The Grantee must inform all persons whose personal data is collected and processed by the Donor about how their data will be handled.

12. Confidentiality

- a. During implementation of the Project, the Parties must keep confidential any data, documents or other material (in any form) which is identified as confidential at the time it is disclosed ('confidential information'). The period of confidentiality extends beyond the

duration of the Project at least during the five-year period of receipt-keeping by agreement of the Parties. The provisions of the IKI ICM policy regarding publication of complaint case documentation shall remain unaffected.

- b. The confidentiality obligations no longer apply if:
 - i. the confidential information is necessary to perform under this Agreement (e.g. auditing);
 - ii. the disclosing Party agrees to release the other Party;
 - iii. the information was already known by the Grantee or is given to him/her without obligation of confidentiality by a Third Party that was not bound by any obligation of confidentiality;
 - iv. the Grantee proves that the information was developed without the use of confidential information;
 - v. the information becomes generally and publicly available, without breaching any confidentiality obligation; or
 - vi. the disclosure of the information is required by EU or national law.
- c. If disclosure of data, documents or other material (in any form) not classified as confidential is required by EU or national law, the Party obliged to disclose will notify the other Party of its obligation and allow the other Party two (2) weeks to identify confidential contents.

13. Entry into force

- a. This Grant Agreement will enter into force after both Parties have received an executed copy of this Agreement signed by the respective other Party in text form.
- b. The Grant is made available once the Grant Agreement has entered into force.
- c. In the event that Project activities are carried out in the phase between signature and counter-signature of the unmodified Grant Agreement, any eligible expenditure according to Article 2 (a) can be invoiced in accordance with the stipulations of the Grant Agreement once the Agreement has entered into force.

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Place and date

for and on behalf of the

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Place and date

for and on behalf of the Grantee

Selection.

Implementing Organisation

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Name and position in block letters

Name and position in block letters

Attachments

- 1 Template "Request for funds"
- 2 Template "Subgrant Agreement"
- 3 Terms of Reference for engaging a certified public auditor