

# Contract for Local Subsidies with EU Cofinancing

Contract number:

Project processing number (12 digits):

Project:

Country:

Contact at GIZ, (function): Name, Address<sup>1</sup>

The

**Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH  
Dag-Hammarskjöld-Weg 1 - 5  
65760 Eschborn, Germany**

hereinafter referred to as 'GIZ'

and

[name of the recipient]

represented by

[name of recipient's representative], [function]<sup>2</sup>

in [official location of the recipient]

hereinafter referred to as 'the recipient'

herewith conclude the present agreement concerning a local  
subsidy.

The basis for granting this local subsidy to [recipient] is the  
commission of commissioning party, e.g. Federal Ministry for  
Economic Cooperation and Development (hereinafter referred to as  
'BMZ') dated [date].

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Internationale Zusammenarbeit (GIZ) GmbH

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- 1 Please select the name of the country director (if the contract is being prepared by the country office) or the officer responsible for the commission and the address of the country office or project office.
  - 2 Please select the appropriate function: Director or Head or corresponding function.

GIZ provides the subsidies pursuant to this contract exclusively on behalf of and for the account of [the commissioning party, e.g. BMZ].

The commission issued by [commissioning party, e.g. BMZ] is **co-financed** by the **European Commission** under a [pillar-assessed grant or delegation agreement or contribution agreement]<sup>3</sup> dated [date] concluded between the EU and GIZ.

## 1. Amount, term and use of the local subsidy

1.1 On behalf of the Federal Republic of Germany, represented by commissioning party, e.g. BMZ)], GIZ provides the recipient with a local subsidy **cofinanced by the EU** for implementation of the project specified in Section 1.3 in the amount of

**up to (total amount in CU)<sup>4</sup>**

(in words:            )

1.2 The local subsidy is provided for the period (date) to (date) (support period). Expenditures that arise or are effected outside the support period are not eligible for funding under the subsidy.

1.3 The objective of this local subsidy is (project title). To achieve this, the recipient shall carry out the following measures:

1.4 The project description dated (date) (**Annex 4**) and the budget (date) (**Annex 5**) prepared by the recipient for implementing the project constitute the binding framework for implementation of the measures set out in Section 1.3. This local subsidy shall be used exclusively for the implementation of these measures in accordance with the project description and the budget. Any remaining amount must be repaid to GIZ. Any additional costs arising shall be borne by the recipient.

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<sup>3</sup> Please select an option.

<sup>4</sup> CU= Currency unit in the country of assignment.

- 1.5 The recipient shall be advised in implementing the measures specified in Section 1.3 by <sup>5</sup> and shall comply with their recommendations.

## 2. Disbursement of the local subsidy

- 2.1 The recipient must meet the following conditions before the local subsidy is disbursed:

- The recipient must sign this agreement in a legally binding manner
- Submission/provision of <sup>6</sup>

- 2.2 *Alternative 1a for 2.2. (advance payment procedure), contracts not exceeding EUR 1,000.00*

Disbursement of this local subsidy shall take the form of an advance payment on (date). The advance payment must be requested in writing in accordance with **Annex 3**.

*Alternative 1b for 2.2. (advance payment procedure), contracts exceeding EUR 1,000.00*

The disbursement of this local subsidy shall take the form of advance payments in instalments (in accordance with **Annex 3**) in line with monthly (*alternatively: no more than quarterly, if the term of the agreement exceeds 6 months*) funding requirements.

If at least 80% of the previous disbursement has been used for implementing the project, evidence of this has been provided, and settlement has been completed in accordance with Section 3, the next advance payment can be requested. The advance payments must be requested in writing in accordance with Annex 3.

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<sup>5</sup> Please enter appropriate information: officer responsible for the commission, director of GIZ country office, local experts assigned by GIZ.

<sup>6</sup> Please enter: detail description of specific documents, final invoice for previous contract, construction-related documents (if relevant, e.g. planning documents, ownership deeds, building permit) etc.

Any residual funds held by the recipient will be offset against the following disbursement

*Alternative 2 for 2.2. (reimbursement procedure)*

Disbursement of this local subsidy will take the form of monthly (*alternatively: quarterly, if the term of the agreement exceeds 6 months*) instalments as reimbursement for the amounts paid and settled by the recipient with evidence provided of their use for the project implementation.

**2.3** *To be inserted in the case of direct payment procedure*<sup>7</sup>

This local subsidy can be disbursed in the form of a direct payment for supplies and services to third parties on receipt of a corresponding written request (letter) from the recipient with the associated invoice and documentation.

**2.4** *To be inserted if the parties have agreed a retention*<sup>8</sup>

An amount equal to 10% of the contract value will be withheld from the disbursement as a form of security by GIZ and will not be disbursed to the recipient until all the required vouchers have been correctly presented and verified and the recipient's final report has been submitted to GIZ.

**2.5** *(To be inserted in the case of direct payments to local experts)*<sup>9</sup>

Pursuant to Section 1.1, the local subsidy amounts to a total of CU            Of this amount, CU            is to be transferred each month from            .to            (i.e. a total of CU            ) as a direct payment by GIZ on behalf of the recipient to Mr/Ms            as net salary in accordance with the agreements contained in the employment contract (see Section 5) concluded between the recipient and Mr/Ms            . The recipient fulfils all other employment-related obligations resulting from this employment contract, in particular with reference to taxes and social

<sup>7</sup> Direct payments may be agreed to cover specific (e.g. larger) invoices as part of either the advance payment or reimbursement procedure.

<sup>8</sup> We recommend inserting a contractual provision specifying an amount to be withheld as security (retention). If construction measures are to be carried out, including a provision on an amount to be withheld as security is standard practice and is highly recommended for reasons of warranty.

<sup>9</sup> Exception, the necessity for which must be clearly explained and documented in each case. The maximum term is 1 year.

contributions. In this matter, GIZ assumes no responsibility; there is no employment relationship between GIZ and Mr/Ms                      The recipient is the sole employer.

**2.6** *To be inserted in the case of contracts with a value of EUR 50,000.00 or more<sup>10</sup>*

The recipient shall set up a separate bank account or separate sub-account or a separate cost unit in its own accounting system for the financial management of the contract and shall provide GIZ with evidence that this has been done when it submits a request for the first advance payment. All funding under this local subsidy must be booked separately from funds provided by other donors.

*(adjust numbering as necessary)*

2.7 Upon receipt of a subsidy disbursement, the recipient shall provide GIZ with a properly signed receipt specifying the purpose for which the subsidy is to be used. For bank transfers, the recipient shall submit with the next statement of account the voucher specifying that the funds have been received (bank statement).

2.8 Individual costings in **Annex 5** of the agreement may only be exceeded by 20% if the increase can be offset by savings in other cost items and if this is necessary in order to implement the project.

**3. Financial settlement of the local subsidy and reporting**

3.1 Together with the proper evidence as specified below, the recipient shall complete, sign, and submit the List of expenditures attached as Annex 1.

3.2 The recipient shall provide evidence of the proper use of funds. As evidence of this, the recipient shall submit to GIZ, as originals in each case, duly receipted commercial invoices, along with proof that services have been performed and payments made and/or receivables record sheets, which the recipient has

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<sup>10</sup> Mandatory for agreements with a contract value of EUR 50,000.00 or above.

checked and signed as factually correct within <sup>11</sup> weeks after the end of the respective advance payment period. The recipient shall submit all documents in German, English, French or Spanish or attach a translation into one of those languages.

- 3.3 For cash disbursements in foreign currency, the recipient shall submit original currency exchange vouchers.
- 3.4 The recipient shall submit a written report on the progress of implementation and success of the financed measure together with the final settlement of accounts.<sup>12</sup> The report shall provide an accurate account of implementation of the measure, difficulties encountered, changes introduced, as well as the degree of achievement of its results as measured by the indicators listed in the log frame, if any. The report will contain chapters with narrative and financial reports.
- 3.5 After all activities are completed, any remaining funds shall be repaid to GIZ without a further request to this effect.
- 3.6 The recipient shall keep books, records and the originals of the supporting documents, clearly identifying all project expenditures on goods and services for five (5) years after submission of the final settlement of accounts, or up to the date of the limitation period of any claim pursuant to the applicable law governing the agreement and any procurement contracts concluded, if the latter lasts longer. This does not apply as far as the original supporting documents have been submitted to GIZ according to Section 3.2 above.

*To be inserted for construction measures*

- 3.7 During implementation and after completion of the construction measure(s), the recipient shall provide to GIZ all the relevant and customary construction-related documents specified in the project description (*such as planning documents,*

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<sup>11</sup> NB: Two weeks is usually stipulated as an appropriate deadline for submitting this information.

<sup>12</sup> Additional reporting stipulations may be included (e.g. interim reports, dates). If the contract stipulates that the Recipient is to contribute its own inputs, this clause should be extended to include a corresponding reporting requirement covering those inputs.

*verified dimensions, interim and acceptance records*) including photo documentation of the implementation.<sup>13</sup>.

#### 4. Procurement procedure<sup>14</sup>

When awarding contracts for supplies and services to be financed from this local subsidy, the recipient shall observe the regulations laid down in [country] and the provisions specified in **Annex 2** (Awarding contracts for supplies and services), which constitutes a component of this agreement. The documents specified in **Annex 2** are to be submitted with the corresponding vouchers. All contract awards for supplies and services shall be made in close consultation with the GIZ advisor or the GIZ country office.

Ownership of all objects procured or produced for the measure must be transferred on or before the completion date of the measure to the designated transferee in accordance with the stipulated purpose of the project and at GIZ's discretion. GIZ and the recipient will coordinate this transfer of ownership at the appropriate time, but at the latest before submission of the final evidence of use of funds. The report on transfer of ownership must be included in the documentation provided as evidence of the use of funds, and a record of handover must be submitted.

The procurement of supplies and services must comply with the highest possible sustainability standards.

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<sup>13</sup> If necessary, detailed information on the construction-related documents to be submitted and additional construction-related agreements can be added. Contact the Construction Section for further information at [BaueninderIZ@giz.de](mailto:BaueninderIZ@giz.de).

<sup>14</sup> If materials and equipment are to be procured using the local subsidy, the agreement must stipulate where they are to remain after the agreement ends. To this end, an additional item is to be inserted under 4.

**5. Employment contract**

If salaries are financed, the recipient shall conclude employment contracts with the persons concerned in accordance with local regulations. Copies of the employment contracts must be submitted at the latest together with the request for disbursement of the first advance payment.

**6. Project audit**

The recipient shall enable GIZ and third parties appointed or designated for the purpose by it **and/or representatives of the EU** to examine the books and documents kept for the financed measures at any time, and to inspect the procured or produced items or results of work, and shall provide all requested information. **This includes, where appropriate, on-site checks and inspections.**

**7. Rights of Use**

The recipient hereby grants GIZ an irrevocable, non-exclusive, worldwide, gratuitous, transferable right of use to all work outcomes developed or procured in connection with implementing the project and financed, in full or in part, from the local subsidy, including but not limited to reports, studies, documents and construction plans prepared in connection with this agreement as well as computer programs; GIZ may exert this right of use without any limitation of time or contents for non-commercial purposes including but not limited to processing and translation and for use in electronic media. On request by GIZ, the recipient shall immediately provide a copy of the materials available to GIZ. GIZ is entitled to grant third parties simple sub-rights of use.



## **8. Legal compliance and compliance with environmental and social standards**

- 8.1 The recipient undertakes to use the funds from this local subsidy in compliance with the legal provisions applicable to it and with due regard to the principles of multilateral agreements for the protection of human rights and of the environment and climate. In particular, the recipient shall observe the ILO's core labour standards. It shall also ensure that measures are in place to protect children, prevent violence, abuse or exploitation of any kind, prevent discrimination (in particular with regard to origin, ethnicity, religion, age, gender identity, sexual orientation or disability) and promote equality of opportunity for all genders.
- 8.2 The recipient undertakes to use the funds from this local subsidy in such a manner that it endeavours to avoid or reduce unintended negative impacts on the environment and climate, adaptation to climate change, human rights, fragile contexts and contexts affected by conflict and violence, and gender equality by implementing attributable mitigation measures. At the same time, the recipient undertakes to use any potential for promoting gender equality
- 8.3 The recipient shall take appropriate measures to prevent sexual harassment in a work context and shall not incite to violence or hate and any unwarranted discrimination of individuals or groups

## **9. Combating money laundering, funding of terrorism and bribery, and upholding embargoes**

- 9.1 The recipient shall not support measures of any kind that are conducive to money laundering, the funding of terrorist activities or corruption.
- 9.2 The recipient shall take an impartial and loyal manner at all times and avoid any conflicts of interest. A conflict of interest may arise for reasons involving economic interests, political affinities or national ties, family or friend relationships or any other interests.

- 9.3 The recipient shall ensure that the persons it has charged with the preparation and implementation of the specified measures, and in particular with the awarding of contracts for the supplies and services being financed, do not demand, accept, provide, grant, pledge or have pledged to them any illegal payments or other advantages in connection with these tasks.
- 9.4 The recipient shall not make available, either directly or indirectly, any funds or other economic resources from the GIZ local subsidy to third parties that are on a sanctions list of the United Nations and/or the EU. In the framework of this subsidised project, the recipient may enter into contractual or business relations and/or maintain such relations only with third parties that are reliable and to whom no statutory ban on doing business or entering into contracts applies. Furthermore, the recipient shall comply with any embargoes or any other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany in the framework of implementation of this subsidised project

## **10. Data protection**

- 10.1 GIZ may process personal data in connection with this contract exclusively in accordance with the General Data Protection Regulation of the European Union (GDPR). Such data may be processed solely for the purpose of implementing, managing and monitoring this contract or for safeguarding the financial interests of the EU, including controls, audits and inspections. The recipient has the right to view, erase or correct its personal data and may contact GIZ ([datenschutzbeauftragter@giz.de](mailto:datenschutzbeauftragter@giz.de)) or the government bodies responsible for such matters in order to assert its rights.
- 10.2 When processing personal data in connection with this contract, the recipient shall comply with the applicable data protection regulations of the EU and of national legislation (including approval and reporting obligations). The recipient shall allow its employees access to the data only to the extent absolutely

necessary for implementing, managing or monitoring the contract and shall require its employees to maintain data confidentiality. Personal data must be treated confidentially by the recipient in all circumstances. The recipient shall implement technical and organisational security precautions appropriate to the risks arising from data processing and to the type of personal data concerned. The recipient shall inform its employees that their personal data will be collected and processed by GIZ. For this purpose, the recipient must make corresponding data protection statements available to them.

## **11. Force majeure**

Force majeure is an unavoidable event (e.g. natural disaster, outbreak of disease or epidemic, serious unrest, war or terrorism) that no human foresight or experience could anticipate, that cannot be evaded or overcome applying reasonable efforts and utmost care and that constitutes an impediment to GIZ and/or the recipient fulfilling their contractual obligations. Neither GIZ nor the recipient shall be liable for failing to perform their obligations arising from this contract if they are impeded by force majeure in the fulfilment of such obligations, provided that the party affected by such an event has taken all appropriate precautionary measures, due care and appropriate alternative measures with the aim of fulfilling its obligations under this contract to the extent possible. Any party affected by an event as defined in this section must give notice to the other party of the impediment and its effect on its ability to perform as soon as possible.

## **12. Withholding and cancellation of disbursement, repayment of the local subsidy**

- 12.1 GIZ is entitled to suspend or cancel disbursement of the local subsidy in part or in full if an event occurs that is detrimental to the contract. In particular, such an event occurs when:

- a) the recipient is unable to provide evidence of the use of the local subsidy for the purpose laid down in this agreement;
- b) the recipient fails to use or no longer uses items purchased for the project and financed from the local subsidy for the purposes of this agreement;
- c) the recipient has made incorrect disclosures or fraudulently withheld information related to the subsidy before entering into this agreement or during its implementation;
- d) the recipient has breached other significant terms of this agreement;
- e) exceptional circumstances arise that seriously jeopardise or entirely prevent achievement of the purpose of the local subsidy, the implementation of the project or the fulfilment of the obligations entered into in this agreement by the recipient; or

the Government of the Federal Republic of Germany or the EU terminates, suspends or modifies the corresponding contract with GIZ that forms the basis for this local subsidy.

12.2 GIZ is furthermore entitled to terminate this contract in part or in full with immediate effect if any of the events set out in Section 12.1 a) to f) occur. If any of the events set out in Section 12.1 a) to d) occur, GIZ is entitled to terminate the agreement with immediate effect if the situation is not corrected within a period to be defined by GIZ; this period may not be less than 30 days. If the events set out in Section 12.1 e) or 12.1 f) occur, there is no requirement for such a period to be set by GIZ.

12.3 After termination of this contract and upon demand from GIZ, the recipient must immediately repay to GIZ the unused funds from the local subsidy for which there are no further liabilities of the recipient within the meaning of this agreement. This also includes all proceeds and returned funds.

The recipient undertakes to demand repayment of funds that were paid or committed on a legally binding basis to third parties in good faith and within the meaning of this agreement prior to termination and to repay these to GIZ. Repayment is limited to the amount that the recipient receives from the third

party in question after carrying out all reasonable measures including legal action. The recipient must give immediate notice to terminate existing obligations to third parties (e.g. employment contracts, rental contracts, loans).

If the event set out in 12.1 a) occurs, the recipient must repay not only the unused funds from the local subsidy but also such funds as have not demonstrably been used correctly by it for the purpose set out in the contract.

If the event set out in 12.1 b) occurs, the recipient must repay not only the unused funds from the local subsidy but also those funds that have been used for the items in question.

### **13. Final provisions**

13.1 The annexes to the contract shall constitute components of this contract.

13.2 Should individual provisions of this agreement be or become invalid, this shall not affect the validity of all other provisions under the agreement. In this event, GIZ and the recipient shall replace any such invalid provision with a valid provision that best reflects the meaning and purpose of the invalid provision and that can be assumed to be what GIZ and the recipient would have agreed upon when the agreement was signed had they been aware of or foreseen that the provision could be or become ineffective or null and void. The same applies to any omissions in this agreement.

13.3 Supplements and amendments to this **contract** are valid only when made in writing

13.4 In any publication, communication and/or visibility activities on or referring to the project, the recipient shall always indicate in an appropriate manner that it is conducting or conducted its activities within the framework of a project

implemented by GIZ and financed by the Government of the Federal Republic of Germany and cofinanced by the European Union.

In order to ensure that all publication, communication and/or visibility activities are in accordance with the latest version of the Communication and Visibility Requirements for EU External Action, which is accessible under [https://ec.europa.eu/international-partnerships/comm-visibility-requirements\\_en](https://ec.europa.eu/international-partnerships/comm-visibility-requirements_en), and the Communication and Visibility Plan, which is an Annex of the cofinancing agreement concluded between GIZ and the EU, the recipient shall contact GIZ prior to any publication, communication and/or visibility activity under this agreement and shall follow any instructions given by GIZ in order to align the communication activities with the Communication and Visibility Plan. The recipient shall also contact GIZ prior to any publication, communication and/or visibility activities which call for low-visibility or zero-visibility measures.

*Optional (If a **low-visibility approach** or **zero-visibility approach** is required in accordance with requirements set by the commissioning party and/or cofinancing donor, Section 13.4 must be replaced in full by the following sections a) and b).)*

*a) (**zero-visibility / low-visibility** and Annex 6 (visibility plan and working principles):*

GIZ has agreed on a zero-visibility approach / low-visibility approach with the Federal Republic of Germany and the EU.

All press releases and public statements that the recipient would like to publish about the project must be submitted to GIZ for approval prior to publication.

The recipient undertakes to comply with the Communication and Visibility Plan attached as Annex 6, which may be subject to changes during the contract term. GIZ undertakes to inform the recipient of every change in good time.

***b) (zero visibility and no annex):***

GIZ has agreed on a zero-visibility approach with the Federal Republic of Germany and the EU.

All press releases and public statements that the recipient would like to publish about the project must be submitted to GIZ for approval prior to publication.

The recipient undertakes to comply with this approach, which means that the recipient shall not state in any publication, communication or in any other way that the recipient is performing its activities as part of a project commissioned by the Federal Republic of Germany and cofinanced by the EU.

**14. Applicable law**

14.1 This agreement shall be governed by the law applicable at the official location of the recipient.

14.2 The place of jurisdiction shall be location of the GIZ country office

Issued as two originals, one for the recipient and one for GIZ.

\_\_\_\_\_, [Name]  
.....  
Place, date Signature of recipient

\_\_\_\_\_, [Name] [Name]  
.....  
Place, date Signature of GIZ Signature of GIZ

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Annexes:

- Annex 1 List of expenditures
- Annex 2 Awarding contracts for supplies and services
- Annex 3 Request for advance payment
- Annex 4 Project description dated (date)
- Annex 5 Budget dated (date)
- Annex 6 **Communication and Visibility Plan** (Annex VI of [Pillar Assessed Grant / Delegation Agreement / Contribution Agreement] between the EU Commission and GIZ) (please attach separately)



**Annex 1**

**Template – Local Subsidies – List of expenditures**

<b>Country:</b>	<b>Project processing No.:</b>
<b>Project short title:</b>	
<b>Contract no.:</b>	<b>Contract amount:</b>
<b>Recipient:</b>	<b>Duration:</b>
<b>Currency:</b>	<b>Sheet No.:</b>

Ser. no.	Date	Supplier	Text	Incoming	Outgoing	Balance

The amounts shown in the list of expenditures and evidenced by vouchers (annex) are factually correct.

.....  
Place, date

.....  
Signature of the recipient

.....  
Place, date

.....  
Signature of the GIZ officer responsible for contract and cooperation

**For local subsidies for commissions placed by BMZ, German Federal Foreign Office and other public commissioning parties**

**Annex 2**

**AWARDING CONTRACTS for supplies and services**

The regulations of the recipient country must always be observed as the award is for the local procurement of supplies and services. The procedures described below constitute minimum standards. Section 4 ‘Contract award procedure’ applies to the procurement of supplies. The procurement of supplies and services must comply with the highest possible sustainability standards.

<b>Contract value</b>	<b>Procedure</b>	<b>Contract award documentation</b>
<b>SUPPLIES and SERVICES</b>		
up to EUR 1,000.00	<ul style="list-style-type: none"> <li>Contract award without competitive tender (direct award) or call under framework contract (if applicable) permissible</li> </ul>	<ul style="list-style-type: none"> <li>Justification of contract award: written documentation of contract award decision and competitive tender if applicable</li> </ul>
from EUR 1,000.01 to EUR 20,000.00	<ul style="list-style-type: none"> <li>Solicit at least three written tenders for comparison</li> <li>Public or restricted tender pursuant to own criteria</li> </ul>	<ul style="list-style-type: none"> <li>Justification of contract award: written documentation of competitive tender and contract award decision</li> <li>Any formal invitation to tender must be documented.</li> </ul>
from EUR 20,000.01	<ul style="list-style-type: none"> <li>Public or restricted tender</li> </ul>	<ul style="list-style-type: none"> <li>Justification of contract award: written documentation of competitive tender and contract award decision</li> </ul>

The discretionary award of a contract to a specific contractor without competitive tendering is possible only in justified exceptional cases, for example, if the service can be carried out or provided only by one specific company (unique selling point) or if three local tenderers do not exist. This must be documented in the justification of contract award.

### **Annex 3**

#### **Request for advance payment**

recipient

Name:

Address:

Email:

To

Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH

Contract number:

Project processing number:

Request for advance payment

For the period from            to

In accordance with Section 2.2 of the Contract for a Local Subsidies  
we hereby request the following advance payment

(currency) (amount))

Preferred method of payment (please mark with an x)

cheque

transfer to the following bank account:

Account holder:

Bank details

Evidence that a separate bank account/separate sub-account/separate cost unit has been opened is enclosed/was provided at the time of the first request for advance payment (if required according to Section 2.2 of the contract).

.....  
Place, date

.....  
Signature of the recipient

.....  
Place, date

.....  
Signature of the GIZ officer responsible for  
contract and cooperation