

**Particular supplementary provisions of the Federal Foreign Office for the award of project funding
allocations to recipients based solely abroad
(BNBest-AA-Ausland)**

pursuant to no. 15.2 of the Administrative Regulations on section 44 of the Federal Budget Code (BHO)

(Last updated: 13 June 2024)

BNBest-AA-Ausland contains binding supplementary provisions and conditions for allocation contracts concluded with recipients based solely abroad. BNBest-AA-Ausland forms a binding, integral element of each allocation contract unless explicitly stated otherwise in the contract or in the relevant Federal Foreign Office funding guidelines.

Donors, agencies charged by donors, and the Bundesrechnungshof (German SAI) are entitled to monitor compliance with the conditions and supplementary provisions to such allocation contracts by auditing the recipient. A German Bundestag decision requires the Federal Foreign Office to block further payments to recipients who contravene the supplementary provisions. A central blacklist of such recipients is maintained and regularly reviewed. It is deemed necessary and reasonable to keep such a list (Art. 13 of the General Data Protection Regulation in conjunction with section 32 of the Federal Data Protection Act).

Contents

1	Request and use of the allocation	2
2	Subsequent reductions in expenditure or changes to financing arrangements	3
3	Award of contracts	4
4	Items acquired or manufactured to fulfil the intended purpose.....	5
5	Recipient disclosure requirements.....	7
6	Proof of employment of funds.....	7
7	Audit of the employment of funds.....	9
8	Repayment of the allocation; payment of interest	9
9	Official travel.....	10
10	Prevention of corruption.....	11
11	Onward transfer of the allocation by the recipient	12
12	Data protection	13
13	Jurisdiction	13

1 Request and use of the allocation

- 1.1 The allocation must be used cost-effectively and economically. Allocations may only be used to cover expenditure that is necessary to achieve the intended purpose of the allocation and is included in the binding financial plan, and both the purpose of payment (binding) and the date on which payment is made fall within the authorised period specified in the allocation contract. Expenditure that is not related to the intended purpose may not be funded from the allocation; the binding financial plan specified in the allocation contract is authoritative in this regard.
- 1.2 All income related to the intended purpose (in particular project revenue, income from the sale of withdrawn items, allocations and contributions from third parties) and funding provided by the recipient itself are to be used towards all expenditure related to the intended purpose. The overall framework set by the financial plan is binding. Individual appropriations may be exceeded by up to 20 percent during the authorised period provided that the excess can be offset by corresponding savings on other individual appropriations. If an individual appropriation is exceeded due to requirements or conditions imposed by authorities, in particular with regard to construction and planning procedures, greater deviations are permissible as long as the overall framework set by the financial plan is respected and the donor has given its approval. Sentences 2 to 4 do not apply to fixed-sum funding.
- 1.3 If the allocation may be used to cover personnel expenditure or expenditure on other administrative overheads and if the recipient's total expenditure is covered primarily by allocations from the German public sector or from recipients of such allocations, the recipient may not accord its staff better terms and conditions than comparable federal staff. Higher salaries than those specified in the collective agreement for the German public service (TVÖD-Bund, <https://www.bmi.bund.de/SharedDocs/downloads/DE/veroeffentlichungen/themen/oeffentlich-er-dienst/tarifvertraege/tvoed.html>) and other benefits above and outside the agreed pay scale may only be granted if this is imperative under mandatory provisions of local law and the donor has given its consent in advance.

Personnel expenditure

If the binding financial plan contains personnel expenditure for specific positions, the details given therein are binding. Changes to the positions (new, upgraded or otherwise altered positions) may only take effect once the donor has given its approval.

The recipient must provide the donor upon request with documentation that contains all details of a person's employment from recruitment to termination and all contractual documents.

In addition, proof must be provided of all remuneration paid to each employee. This proof must contain the information required to calculate the monthly salary or wage (e.g. date of commencement of employment, professional experience, number of hours worked, pay components).

If the binding financial plan contains expenditure on the recipient's regular staff, the duties and time spent on the project by each staff member concerned must be recorded on time sheets taking into account their overall working hours in previously agreed intervals; these records must be kept available. The recipient must confirm that the expenditure for the corresponding hours worked is not funded from other sources.

- 1.4 Allocations will normally only be made available upon request, in instalments dependent on project progress. Requests for funds shall be limited to the amount necessary for disbursements within the six weeks following receipt of the funds by the recipient to cover payments expected to fall due in that period; requests may not be made earlier. If funds are disbursed outside the European Union or North America, the disbursement period shall be extended to up to three months, if this is necessary taking into account banking and payment structures. The recipient bears the burden of proof to demonstrate this necessity. The request for each instalment must in principle be made 14 days before it is due and must contain the information required to ascertain how much funding is needed; in particular, the amounts already spent must be set out against the total amount already used from the allocation, from own funds and from third-party funding. Moreover, the allocation may be used as follows:

- 1.4.1 in the case of part funding or fixed-sum financing, pro rata with any funding from other donors and the recipient's envisaged own funds and funds from other sources,
- 1.4.2 in the case of deficit financing, when the recipient's envisaged own funds and funds from other sources have been used up.

If a deficit that is to be covered is financed pro rata by several donors, the allocation may be requested only on a pro rata basis with the funds from other donors.

- 1.4.3 The allocation may only be requested during the authorised period stipulated in the allocation contract.

Upon conclusion of the measure or at the latest at the end of the authorised period, the recipient must, without delay and without being asked, inform the donor of any **funds that have not been used**, and repay these as directed.

When making a bank transfer, only the cash reference to be obtained in good time from the donor should be given as purpose of payment.

Any accrued interest and exchange rate gains shall be used as funds towards all expenditure related to the intended purpose of the allocation.

In cases of delayed response or late repayment, the Federal Foreign Office reserves the right to demand default interest at the statutory default interest rate of 5% above the German Bundesbank's base interest rate at the time.

- 1.5 Payment before receipt of goods or services shall be agreed or effected only if this is either common practice or justified by special circumstances. Such exceptional cases must be carefully documented in order to avoid even the semblance of corruption.

Customary reductions (e.g. cash discounts) are to be agreed and used to achieve the intended purpose of the allocation.

- 1.6 The donor reserves the right to demand repayment of the allocation in part or in full and to stop all further payments if it becomes apparent that the intended purpose can only be achieved in part or not at all. Attention is drawn in this context to the disclosure requirements under no. 5 of BNBEST-AA-Ausland.

2 Subsequent reductions in expenditure or changes to financing arrangements

- 2.1 If, following approval of the allocation, the total expenditure envisaged for the intended purpose is less than stated in the binding financial plan, or new or additional funds become available (e.g. investment allowances, project-related income, revenue from the sale of withdrawn items, profits from interest, exchange rate gains or other allowances), the allocation shall be reduced

- 2.1.1 in the case of part funding, pro rata with any funding from other donors and the recipient's envisaged own funds and funds from other sources,

- 2.1.2 in the case of deficit financing and full financing, by the entire amount concerned.

- 2.2 If, following approval of the allocation, the total expenditure envisaged for the intended purpose is more than stated in the binding financial plan, and if new or additional funds become available, these must be used for the project, in agreement with the donor.

The allocation shall not be reduced if additional funds become available to the recipient in the form of donations for a specific purpose. If additional funds become available to the recipient from ticket sales or donations that are not tied to a specific purpose, which are not included in the recipient's financial plan for the project, the allocation shall be reduced by 30 percent of these new funds, provided they are used for the intended purpose.

- 2.3 No. 2.1 of BNBEST-AA-Ausland applies (except in the case of full financing and repeated funding of the same recipient) only if there is a change of more than 500 euro in the total expenditure or the funds as a whole. In the event of payment in local currency, the exchange rate shall apply that was applicable pursuant to no. 6.4 of BNBEST-AA-Ausland on the date on which the reduced

expenditure was incurred or changes to financing arrangements for project expenditure were made. Relevant receipts must be kept and submitted at the latest with the proof of employment of funds.

Any shortfall in income compared to the estimates in the financial plan should be offset by reducing expenditure, in order to avoid deficits.

Which expenditure can be covered by the funding is governed by no. 1.2 of BNBEST-AA-Ausland or the terms of the allocation contract.

3 Award of contracts

3.1 For reasons of corruption prevention, there must be an operational separation between gauging demand for supply, construction and service contracts, the ensuing award of contract and the subsequent settlement of account. When awarding contracts, key procurement principles must be respected. These include

- cost-effectiveness and economy,
- transparency, and
- competition and equal treatment of all those participating in the tendering procedure.

These principles also help prevent corruption.

Applicable local law is to be given precedence. The relevant provisions of local law shall be submitted in German or English upon request.

If there is no written local law or if this is insufficiently precise with respect to the above-mentioned procurement principles, and the funding provided by German public-sector donors is more than 100,000 euro, the following rules are to be applied when awarding contracts:

- Contracts are to be awarded in public competition to skilled and efficient tenderers.
- All tenderers must have the opportunity to participate in the tendering procedure. To this end, a notice must be published to give an unlimited number of businesses the opportunity to compete for the contract.
- Publication may only be dispensed with if this is necessary for reasons of security or confidentiality or if the estimated value of the contract is less than
 - 10,000 euro (excluding VAT) for construction works or
 - 25,000 euro (excluding VAT) for supply and service contracts.

In such cases, it is sufficient to conduct a tendering procedure in which, as a rule, at least three eligible tenderers are invited to submit a tender.

- The contract value must be estimated realistically. A contract must not be divided with a view to ensuring that the value of each part is below the specified thresholds.
- Basic decisions in the tendering procedure, in particular those concerning
 - the complete and unambiguous tender specifications,
 - the type of tendering procedure,
 - the selection of eligible tenderers,
 - the evaluation of all tenders received, and
 - the reasons for the contract award decision

must be explained and be taken by more than one person in accordance with the double-check principle.

Negotiations are only permissible in tendering procedures in which publication of a notice may be dispensed with. In this case, the entire content of the tender may be negotiated, with the exception of the minimum requirements and award criteria laid down in the award documents. Negotiations are not permitted in other tendering procedures. There is an exception for negotiations in tendering procedures for construction works if they are necessary for secondary

tenders or tenders based on programmatic specifications in order to agree on small-scale unavoidable technical changes and ensuing price changes.

The award shall be granted to the tender that has the best benefit-cost ratio and is therefore the most economical.

The tendering procedure must be documented in text form from the outset, so that the individual stages of the procedure, the individual measures and the reasons for the individual decisions are on file. This documentation must be submitted on request.

3.2 Breaches of procurement law principles

Increased expenditure incurred because the above-mentioned procurement principles were not respected or were imperfectly applied is not eligible for allocations and may result in demands for repayment and for the payment of interest pursuant to no. 8 of BNBest-AA-Ausland. If the recipient is permitted to transfer funds to final recipients to fulfil the intended purpose of the allocation, the terms of no. 3 of these particular supplementary provisions must be agreed with the final recipient in the funding transfer contract. Claims for repayment are asserted vis-à-vis the first recipient even if it is the final recipient who does not abide by these terms.

Grossly negligent or intentional breaches of the procurement principles may give rise to a demand for repayment of the entire allocation or parts thereof, even if the financial damage caused by the breach cannot be quantified precisely.

3.2.1 The precise financial impact of breaches against the above-mentioned procurement principles shall, if possible, be determined on the facts of the particular case, in order to calculate the exact amount of increased expenditure which is not eligible for allocations. If the amount cannot be determined exactly, a lump-sum correction shall be made with respect to the relevant expenditure, taking into account the type and severity of the irregularity and the assumed financial damage pursuant to the criteria set out in no. 3.2.2 of BNBest-AA-Ausland.

3.2.2 Serious breaches of procurement principles frustrate the objective of a cost-effective and economical award of contract and can thus lead to a demand for repayment of up to 20 percent of the expenditure in the affected tendering procedures.

Serious breaches of procurement principles include, in particular:

- unwarranted restrictions on competition (including for example extraneous or discriminatory restrictions) that result in potential tenderers being put at a disadvantage;
- an artificial division of construction, service or supply contracts into several smaller contracts, with the result that thresholds pursuant to no. 3.1 of BNBest-AA Ausland are circumvented;
- unequal treatment of tenderers in a tendering procedure;
- waiver of publication of a notice without any objective reason;
- extraneous considerations or a conflict of interest in the evaluation of tenders received;
- lacking or incomplete documentation of the tendering procedure, with the result that the proper implementation of the tendering procedure cannot be tracked or tracked in full.

4. Items acquired or manufactured to fulfil the intended purpose

4.1 Items acquired or manufactured to fulfil the intended purpose of the allocation shall be used for that purpose and handled with care. The recipient may not use these items for any other purpose prior to the end of the binding timeframe specified in the allocation contract.

4.2 The recipient must include in its inventory any item acquired to fulfil the intended purpose whose acquisition or manufacturing cost is more than 800 euro (excluding VAT). The following minimum details must be included when taking the required inventory. If, for special reasons, the Federal Government is or becomes the owner of any item, this must be clearly indicated in the inventory.

- Consecutive number
- Inventory number
- Receipt of item (date of acquisition)
- Number of items

- Item
- Unit price
- Total price
- Repository
- Date and reason the item left the inventory.

If insurance has been taken out, details must be given.

The inventory list must be continually updated.

Each inventoried item must be labelled with at least the name of the owner and the inventory number.

- 4.2.1 An **inventory note** must be affixed to **invoices** relating to the acquisition of items that have to be included in the inventory list.
- 4.2.2 The proof of employment of funds – and, if required, the interim proof of employment – must be accompanied by an **inventory list** of the items acquired during the accounting period with Federal Government funds.
- 4.2.3 The **inventory** of the entire stock of movable items must be sent in transcript or photocopy together with the (interim) proof of employment of funds.
- 4.2.4 **Items leaving the inventory** due to wear and tear, sale or loss must be crossed out in red, initialled by the person logging the item and removed from the inventory list.
- 4.3 **Withdrawals** (sale or other use)

If inventoried items can no longer be used for the recipient's purposes or have become expendable, the items in question must be crossed out in the inventory list in accordance with no. 4.2.4 of BNBEST-AA-Ausland. The whereabouts of such items must be stated in the proof of employment of funds. Revenue from sales is to be treated as income.

In the case of an individual replacement value of up to 800 euro, the recipient's management are obliged to draw up a **withdrawal note**. The donor is to be informed in writing of any such note.

If the replacement value is higher, the withdrawal is only permitted after the **donor has given its consent**. Consent can be applied for, without any special form being required, by providing the following information:

- reason for withdrawal/state of the item
- acquisition date, value and source
- replacement to be acquired: yes/no
- if applicable, the cost of acquiring a replacement
- if applicable, the type of replacement and duration of use
- if applicable, an assessment of the sustainability of acquiring a replacement.

4.4 **Loss**

The loss of an item that was acquired or manufactured using the allocation must be reported to the donor without delay.

This **report** must include:

- precise description and number of the lost items
- description of the state of the items at the time of loss
- acquisition date and value, sources
- course of events and reasons for the loss.

In the event of theft, a certified report from the local police authorities is to be included, if possible; if a report cannot be included, reasons for this must be given. In addition, it must be stated whether fault has been established on the part of the recipient's employees, whether steps have been taken to recover the lost items and what security precautions have been taken to prevent further thefts.

4.5 **Safeguarding of specific rights**

With respect to directing the measure and proving its goals have been achieved, the recipient undertakes

- (a) in the case of allocations for publications, depending on the individual situation,
 - to make available an agreed number of free copies, or
 - to grant licences and to transfer intellectual property rights to the Federal Government or to allow it an appropriate share of the revenues from these rights,
- (b) in the case of research and other scientific work, to allow public utilisation of the findings.

5 Recipient disclosure requirements

The recipient is required to inform the donor without delay if

- the recipient applies for or receives further allocations for the same purpose after having submitted the financial plan or even after having submitted the proof of employment of funds, or if it receives funds or additional funds from third parties,
- the intended purpose or other circumstances crucial to the approval of the allocation change or no longer apply,
- it emerges that the intended purpose cannot be achieved with the funds originally granted, or cannot be achieved at all;
- funds requested or disbursed cannot be used within two months of receipt by the recipient to cover payments falling due in that period,
- items subject to inventorisation are no longer needed or no longer being used for the intended purpose within the binding timeframe,
- bankruptcy proceedings or equivalent proceedings under local law have been opened or applied for with regard to the recipient's assets,
- there is any indication that funds are being embezzled, crimes of corruption committed or the intended purpose of the allocation is not being respected, (see no. 10 of BNBEST-AA-Ausland).

6 Proof of employment of funds

6.1 Proof of the use of the allocation must be provided to the donor within six months of fulfilling the purpose of the allocation, and at the latest, however, by the end of the sixth month following the end of the authorised period (proof of employment of funds). If the intended purpose has not been achieved by the end of the budget year, an interim proof of use shall be furnished by 30 April of the following year covering the amounts received in that year. If the reporting period for one budget year is less than three months, substantive reports submitted as part of an interim proof of employment as per no. 6.3 of BNBEST-AA-Ausland may be combined with the next substantive report due.

6.2 The proof of employment of funds shall comprise a substantive report and a statement of account.

6.2.1 The **substantive report** must give detailed information about how the allocation was used, describe the measures implemented, present the result achieved in detail and compare it with the stipulated goals and indicators. An assessment of the extent to which the goals and indicators specified in the allocation contract were achieved is to be included. In addition, the substantive report must state to what extent the measures supported were causal in bringing about the impact achieved.

The substantive report shall provide information on the most important positions of the statement of account. Furthermore, it must explain the necessity and appropriateness of the work done.

6.2.2 The **statement of account** must give separate information about income and expenditure in chronological order in accordance with the structure used in the financial plan. The statement of account must contain all income (e.g. allocations, contributions from third parties, own funds, income from the sale of withdrawn items, accrued interest and exchange rate gains) and expenditure related to the intended purpose. An overview of receipts in table form shall be

attached to the statement of account with the expenditure listed separately according to type and by date (list of receipts). The list of receipts must show the day, recipient/depositor, the purpose and individual amount of each transaction, as well as the exchange rate applicable pursuant to no. 6.4 of BNBEST-AA-Ausland. If the recipient is able to deduct tax, only the net payments (price without VAT or deductible or refundable taxes) will be taken into account. The proof of employment of funds must contain written confirmation that the expenditure was necessary, that the allocation was used cost-effectively and economically, and that the figures contained therein tally with those in the books and, if applicable, the receipts.

- 6.3 The interim proof of employment (no. 6.1 sentence 2 of BNBEST-AA-Ausland) shall comprise a substantive report and a statement of account (without a list of receipts as per no. 6.2.2 sentence 3 of BNBEST-AA-Ausland), in which income and expenditure shall be listed in summary following the same structure as in the financial plan, and shown with the equivalent value in euro (or local currency, if the amounts are given in euro).
- 6.4 If the auditing agency so requires, the recipient is obliged to submit the requested original receipts for audit. This includes bank receipts, e.g. as proof of the relevant exchange rate.

All receipts must include all standard business details and enclosures and must be clearly ascribed to the project. Receipts relating to expenditure must in particular specify

- the project title and, if applicable, the project number
- the payee
- the grounds of payment
- the date of payment and
- proof of payment
- the exchange rate used, and
- in the case of goods of any price, their intended purpose.

Receipts from which the purpose and occasion of a payment are not immediately apparent must be explained. Blanket descriptions such as “expenses for preparations” are not permissible. Receipts in foreign languages – except English – must be accompanied by a translation. At a minimum, the essential details of such receipts must be provided in the German language. Copies of the bill of consignment and lading and other supporting documents for individual items must be submitted with hauliers invoices.

When amounts in foreign currencies are converted into euro, the exchange rate must be specified. The valid exchange rate is that which applied on the date the allocation arrived in the recipient’s bank account as shown on the bank receipt. The bank receipt is thus an important document for the recipient and, within the context of the audit of the proof of employment of funds, one of the documents to be submitted and examined. In the event of repayment, the amount in euro resulting from the exchange rate on the day of receipt of repayment by the Federal Foreign Office shall be deemed to have been paid.

In the event of **payments made via or to a mission abroad**, the exchange rate valid for the donor’s cash office on the day of the transaction shall apply. The recipient shall bear the risk of any exchange rate fluctuations.

Flat-rate payments

If, in the context of project funding, the allocation may be used to cover personnel expenditure or expenditure on other administrative overheads and if the binding financial plan contains flat-rate payments for this purpose, the recipient can list this expenditure in the statement of account in the same way as in the authorised financial plan (estimate), i.e. without listing actual individual amounts, provided the recipient has used the flat-rate payments in their entirety for the intended purpose of the allocation. In this case, the recipient must also provide confirmation that it has used the flat-rate payments in their entirety in accordance with the intended purpose of the allocation. The amount of the flat-rate payments is determined by the authorising agency on the basis of a cost-effectiveness assessment.

- 6.5 The recipient shall retain the original receipts for individual payments (income and expenditure) as well as the contracts resulting from tendering procedures, together with all other documents related to the funding (cf. no. 7.1 sentence 1 of BNBEST-AA-Ausland) for a period of five years after the conclusion of the audit of the proof of employment of funds by the auditing agency, unless tax legislation or other regulations state that a longer period shall apply. The information may also be stored as images or on data media. The procedures for creating and reading records must comply with the principles of proper accounting. These include the creation of unalterable
- truthful and structured documentation of all accounting transactions (income and expenditure) for the project,
 - documentation of all standard business details and enclosures in accordance with no. 6.4 of BNBEST-AA-Ausland; the person responsible for the transaction must be clearly identifiable,
 - documentation of all participants to each individual transaction and the scope of the responsibilities they assumed in relation to it, stating date and time.

7 Audit of the employment of funds

- 7.1 The donor, or the authorising agency if different, the German auditing institutions and third parties charged by the donor shall be entitled to request books, receipts and other business documents and to examine – or to have representatives examine – on site whether the allocation is being used in accordance with the intended purpose. The recipient must have all necessary receipts and documentation available and provide any necessary information in case of an audit.
- 7.2 If the recipient has an internal auditing body, this body must examine the proof of employment of funds beforehand and certify that it has done so, giving details of its findings.
- 7.3 The German SAI is entitled to audit the recipients. The audit shall cover whether the funds have been administered and used economically and for the intended purpose. In the case of allocations, the audit may also cover other budgetary and financial management by the recipient, insofar as the German SAI deems this necessary for the purposes of its audit (sections 91, 100 of the Federal Budget Code).

8 Repayment of the allocation; payment of interest

- 8.1 The donor reserves the right to withhold or reclaim payment of the allocation or parts thereof, in particular if
- incorrect or incomplete information was provided in order to obtain the allocation,
 - the allocation is not or is no longer being used for the intended purpose,
 - it becomes apparent that the intended purpose cannot be achieved, or cannot be achieved with the approved allocation,
 - circumstances arise which alter or nullify the intended purpose,
 - the total expenditure for the intended purpose falls, the recipient's own funds or third-party funds increase or the recipient or third parties come up with new funds,
 - the allocation is not used for the fulfilment of the intended purpose within the disbursement period specified in no. 1.4 of BNBEST-AA-Ausland,
 - items manufactured or acquired are no longer needed or are not being used for the intended purpose within the binding timeframe stipulated in the contract,
 - conditions are not fulfilled or are not fulfilled within a set period; this applies in particular to the obligations to provide proof of employment of funds in no. 6 of BNBEST-AA-Ausland and the disclosure requirements in no. 5 of BNBEST-AA-Ausland.
 - bankruptcy proceedings or equivalent proceedings under local law have been opened or applied for with regard to the recipient's assets. In this context it must be remembered that all payments must be discontinued without delay and the use of any funds already disbursed must be audited,
 - serious doubts exist regarding the proper management of the recipient institution.
- 8.2 Funds already paid must be repaid if they are not used, or if they are not used correctly and in accordance with the intended purpose.

8.3 The amount to be repaid is the amount in euro (in the case of part-payments the total in euro) as noted by the donor upon paying the funds. In the event of repayment in local currency, the amount in euro resulting from the exchange rate on the day of receipt of repayment by the donor shall be deemed to have been paid. In the event of **payments to a mission abroad**, the exchange rate valid for the donor's cash office on the day of the transaction shall apply.

8.4 The donor shall as a rule give the recipient the opportunity to comment before payments are discontinued or reclaimed.

8.5 Interest

Annual interest shall be charged on the amount to be repaid at a rate five percentage points above the relevant base rate published by the Deutsche Bundesbank in the Federal Gazette.

If allocations are not used for the fulfilment of the intended purpose within the disbursement period specified in no. 1.4 of BNBEST-AA-Ausland and if the allocation is not reclaimed pursuant to no. 8.1 of BNBEST-AA-Ausland, then annual interest at a rate five percentage points above the relevant base rate within the meaning of sentence 1 can likewise be demanded for the period from when the allocation was paid until such time as it is used for the intended purpose. The same shall apply when contributions are used although other funds (own funds or funds from third parties) are to be used in the first instance or pro rata.

9 Official travel

Telephone and video conferences should be given preference over official travel and in-person events. If requested by the donor, the recipient must prove the necessity of undertaking official travel and in-person events rather than holding telephone or video conferences. The number of participants and the duration of official trips must be kept to the necessary minimum.

Travel expenses must in principle be claimed chronologically by providing an overview with the following content:

- consecutive number of the particular business trip in the list of receipts specified in no. 6 of BNBEST-AA-Ausland
- place, date and time of departure from the person's home base
- date and time of arrival at the place of business
- destination (city, country)
- in the case of trips abroad: place, date and time of border crossings
- means of transport and route (including local journeys at the destination)
- date and time of departure from the place of business
- date and time of arrival at the home base
- purpose of travel
- number of people travelling
- start and end of official business at the place of business (date, time)
- relevance to the project, necessity of travelling and using the chosen means of transport
- type of board and lodging throughout the trip
- total cost per person travelling.

9.1 Travel expenses for project staff

In the case of recipients that are not subject to the "prohibition of preference" (prohibition on according their staff better terms and conditions than comparable federal staff), a flat-rate payment per unit distance may be used to cover travel expenses for official travel by project staff undertaking journeys by land using transport for which there is no standard ticketing system and for which no receipts are provided, as long as such flat-rate payments, to which sentence 2 applies, do not exceed 50 euro per official trip. Clear reasons for the use of such flat-rate payments must be given to the authorising agency. The corresponding expenditure may thus be declared in the statement of account on the basis of the flat-rate payments offered pursuant to sentence 2, i.e. without listing actual individual amounts, provided the flat-rate payments have been used in their entirety for the intended purpose of the allocation. In this case, the recipient

must also provide confirmation that the flat-rate payments have been used in their entirety in accordance with the intended purpose of the allocation.

9.2 Travel expenses for beneficiaries

Travel expenses for beneficiaries may be calculated as a flat-rate payment per unit distance to cover journeys by land using transport for which there is no standard ticketing system and for which no receipts are provided, as long as such flat-rate payments, to which sentence 2 applies, do not exceed 50 euro per official trip. Clear reasons for the use of such flat-rate payments must be given to the authorising agency. The corresponding expenditure may thus be declared in the statement of account on the basis of the flat-rate payments calculated pursuant to sentence 2, i.e. without listing actual individual amounts, provided the flat-rate payments have been used in their entirety for the intended purpose of the allocation. In this case, the recipient must also provide confirmation that the flat-rate payments have been used in their entirety in accordance with the intended purpose of the allocation. A beneficiary within the meaning of sentence 1 is a person travelling in the course of participating in a project (e.g. a workshop participant, a conference attendee, a speaker at an event, etc.)

9.3 Means of transport

In principle, regular public transport services are to be used for official trips.

Private cars, rental cars or taxis may only be used with good reason. The donor must be asked to approve good reasons on a regular basis. Good reasons include

- important official reasons
- compelling personal reasons (e.g. health issues)
- the absence of regular transport or transport at the required time, or
- travel between 22:00 and 06:00.

The reason why it was necessary to use such transport options must be specified on the receipts. For travel by taxi or comparable methods outside Europe and North America, the requirement to provide a receipt can be waived in exceptional cases if it is objectively impossible to obtain one (local convention).

Air fares may be reimbursed if the flight can be shown to be necessary for official or economic reasons, in particular taking note of questions of sustainability or the present security situation. A copy of the boarding pass must be enclosed with the receipt in the proof of employment of funds; reasons demonstrating the necessity of flying must be stated on the same receipt.

In the case of illness or accident, no legal claims pertaining to health insurance or health care arise against the Federal Foreign Office.

9.4 Federal Foreign Office travel and security advice

When planning and implementing their **projects abroad**, recipients must take note of **Federal Foreign Office travel and security advice** (<https://www.auswaertiges-amt.de/de/ReiseUndSicherheit>).

Particularly in potential or actual **crisis situations**, **agreement must be reached with the donor on whether to continue** the projects.

10 Prevention of corruption

The recipient undertakes to take appropriate personnel, organisational and administrative measures in order to prevent the allocation from being misappropriated, as well as to avoid the influence of corruption on project activities. The recipient shall stop all practices that could lead to allegations of corruption. The donor must be informed without delay and allowed to conduct an audit if there is any indication that the intended purpose of the allocation is not being respected, or if there is other evidence of corruption or actions that may have implications for criminal proceedings.

The donor reserves the right to demand repayment of any amounts that may have been disbursed if there are good grounds to believe that they have been misappropriated. The donor will be given an opportunity to comment in advance.

The donor, agencies charged by the donor, and the German SAI are entitled to examine the corruption prevention measures taken by the recipient. The recipient is therefore obliged to describe the specific steps taken to implement the measures in the substantive report.

11 Onward transfer of the allocation by the recipient

If the allocation contract authorises the recipient to transfer the allocation or parts thereof to final recipients for project funding, such transfer must always be effected on the basis of a private law contract on project funding.

The allocation or parts thereof may only be transferred to the final recipients specified in the allocation contract or to the group of final recipients referred to in the allocation contract.

The funding transfer contract must govern or contain the following:

- the amount being transferred from the allocation,
- the intended purpose of the allocation and the specific measures that are to be funded,
- the period for which the intended purpose applies and what will happen to the goods acquired or manufactured with the allocation thereafter,
- the mode of funding and the amount of expenditure eligible for funding,
- the authorised period,
- the execution of the measure(s) and the audit of the employment of funds in accordance with nos. 1 to 7 of BNBEST-AA-Ausland. Rights of audit for the Federal Foreign Office, third parties charged by the Federal Foreign Office and the German SAI must be agreed,
- recognition of reasons for withdrawal from the contract. The contract may be revoked for good cause in particular if the conditions on which the contract was based no longer apply, if the contract was concluded on the basis of information from the final recipient which was inaccurate or incomplete in some material way or if the final recipient does not fulfil its obligations,
- acknowledgement of the repayment obligations and all other repayment terms by the final recipient,
- the payment of interest on repayments claimed.

Funds may not be transferred to final recipients based in Germany.

If funds are transferred to final recipients based solely abroad, the provisions of BNBEST-AA-Ausland shall be incorporated without change into the funding transfer contract as a binding supporting document.

In derogation from no. 1.4 of BNBEST-AA-Ausland, the disbursement period within which the recipient must transfer funds to the final recipient is four weeks. A disbursement period of two months from receipt of the allocation by the final recipient applies to the final recipient.

- 11.1 The recipient shall audit the final recipient's interim and final proof of employment of funds and shall enclose a detailed audit note on the final recipient's interim and final proof of employment of funds, including the final recipient's supporting documents, with its own interim and final proof of employment of funds for the donor. The right of audit to be granted to the recipient, in analogous application of no. 7.1 of BNBEST-AA-Ausland, must also be reserved vis-à-vis the final recipient to the Federal Foreign Office, third parties charged by the Federal Foreign Office and the German SAI, otherwise the transferred funds cannot be recognised as allocations.

The deadline for the submission of the interim and final proof of employment of funds under no. 6.1 of BNBEST-AA-Ausland remains unaffected by the onward transfer of the allocation and is binding on the recipient.

11.2 Repayment of the allocation and payment of interest in the event of onward transfer of the allocation

The transfer of the allocation does not give rise to any business relationship between the Federal Foreign Office and the final recipient.

The provisions of no. 8 of BNBEST-AA-Ausland apply to the recipient also in the event of violations on the part of the final recipient.

The recipient is liable to the Federal Foreign Office for all damage and claims for repayment with regard to the entire funding. In the event of misconduct by the final recipient, the recipient must, if applicable, take action of its own to assert its claims against the final recipient. The Federal Foreign Office shall not be involved in claims for repayment between the recipient and the final recipient.

12 Data protection

12.1 The recipient shall – both before and after the end of the contractual relationship – treat as confidential all official matters that come to its attention in the course of its activities. It shall also oblige its employees to respect the confidentiality of all such matters. An exception applies for giving information to the authorising agency, an agency charged by the authorising agency, or the German SAI.

No copies, photocopies or other duplicates may be made of official papers, drawings and similar documents to which the recipient has been given access for the purposes of the allocation contract without the prior consent of the donor or other authorised persons. The recipient shall take all necessary precautions to prevent unauthorised persons obtaining knowledge of the above-mentioned documents, including any copies etc. made thereof, and shall hand over all documents to the donor when the contract expires.

12.2 The recipient confirms that consent has been obtained from all data subjects for the transmission of all personal data contained in the documents submitted to the Federal Foreign Office in connection with the proof of employment of funds (see no. 6 of BNBEST-AA-Ausland). The Federal Foreign Office is hereby authorised to make further internal use of the personal data.

12.3 Personal data will be processed by the Federal Foreign Office in the course of granting allocations. The legal basis for such processing is Article 6 (1) (e) of the General Data Protection Regulation (GDPR) in conjunction with section 3 of the Federal Data Protection Act, since these data are needed for the performance of Federal Foreign Office tasks (processing and deciding whether to grant allocations). Attention is drawn to the data protection declaration enclosed with the allocation contract in accordance with Article 13 of the GDPR (provision of information).

13 Jurisdiction

13.1 The contracting parties shall take measures to settle any dispute, difference of opinion or claim arising from the allocation contract, or relating to the contract or the project, in writing without delay. The same shall apply to issues concerning the breach, termination, revocation or invalidity of the allocation contract.

In case of divergent interpretations of the German and English texts, the German text shall prevail.

13.2 Should no solution be found pursuant to no. 13.1 of BNBEST-AA-Ausland, German law shall apply. The place of jurisdiction shall be Berlin. Each contracting party shall bear its own costs in the event of legal proceedings. The costs may not be met from the allocation; court fees will not be refunded.
