

Contract for the transfer of grants to foreign institutions

This version: March 2021

Between

The West African Science Service Centre on Climate Change and Adapted Land Use
(WASCAL)
CSIR Office Complex, Agostino Neto Road, Airport Residential Area,
PMB CT 504,
Cantonments-Accra, Ghana

being the primary recipient of fund hereinafter referred to as the "Primary Recipient"
represented by: Dr. Moumini SAVADOGO, the Executive Director,

being the primary recipient of the funding ("PR")

and

University Joseph Ki-Zerbo

being the secondary recipient of fund, hereinafter referred to as the "Secondary Recipient"
represented by: [Prof. Rabiou CISSE],

being the secondary recipient of the funding ("SR")



Preamble

With the notification dated 25th June 2020 the DLR Project Management Agency acting on behalf of the Federal Ministry of Education and Research (BMBF) awarded a grant for the project with the reference number 01LG2081A from the federal budget, departmental budget 30, heading 3004, item 68702, budget year 2021 as project funding.

The grant is awarded for specific purposes corresponding to the project proposal submitted by the SR dated February 2020 (or in the amended form dated August 2020). It is intended for the project (Greenhouse Gas Determination in West Africa's Agricultural Landscape (GreenGaDe)). The award period started on 01 April 2021 and ends on 30 April 2024.

The aforementioned notification of award gave approval for the transfer of funds of an amount up to **266,646** Euros (174,908,310.22 FCFA (1 Euro=655.957XOF)) to the SR in line with the aforementioned project proposal submitted by the SR and subject to the relevant provisions, whereby the total amount of this transfer may not exceed the value of **266,646** Euros, which derives from the exchange rates applicable on the day of the disbursements.

Section 1

Subject of the contract

- (1) The subject of this Transfer Contract is the transfer of funds from the federal budget by the PR to the SR on the basis of the notification of award dated 01.04.2021 (date of award notification document) from the DLR Project Management Agency to carry out the project "Greenhouse Gas Determination in West Africa's Agricultural Landscape (GreenGaDe)".
- (2) The management of the project at the PR is performed by Dr Jesse Naab (Regional Thematic Coordinator, Sustainable Agriculture/Climate Smart Nexus). The management of the project at the SR is performed by Dr Ouédraogo Oumarou.
- (3) The parties to this contract shall implement the project "Greenhouse Gas Determination in West Africa's Agricultural Landscape (GreenGaDe)" in such a way that the time schedules and work plans set out in the project proposal (overall project description) of the PR and the sub-project description of the SR contained therein will be adhered to.
- (4) The SR undertakes to properly document the use of funds.

Section 2 Contract period

The Transfer Contract is valid for the period from 01.04.2021 to 30.04.2024 (the contract period).

Section 3 Obligations

PR

- (1) Providing funds and all necessary information on all decisions concerning the project "Greenhouse Gas Determination in West Africa's Agricultural Landscape (GreenGaDe).
- (2) Planning and setting up of performance goals for the project.
- (3) Co-development of the project monitoring and evaluation system.
- (4) Implementation of regular monitoring and evaluation of annual work plans and performance goals. Elaboration of semi-annual and annual reports on the implementation status of the project.
- (5) Co-organization of end-of-year project review workshop to review and plan for the upcoming year.
- (6) Establish an innovation platform that brings together key stakeholders (scientists, decision makers, politicians, development agents, NGOs) for regular interaction and feedbacks around the project.
- (7) Capitalize and document the outputs and outcomes of the project that can be used for the development and delivery of climate and environmental services by WASCAL.

SR

- (1) The SR is obliged to enter a cooperation agreement under the leadership of the **GreenGaDe** project overall PI with all the other German and African partners under this consortium within five months to this agreement. The German partners in this project are: University of Potsdam, Biodiversity Research/Systematic Botany Maulbeeralle 1, and University of Kassel, Center for Environmental Systems Research, Wilhelmshoher and the African partners are University Joseph Ki-Zerbo, Institut de l'Environnement et de Recherches Agricoles, CSIR-Forestry Research Institute of Ghana and University Abdou Moumouni, Niger.
- (2) In the case of publications, patent and public relations activities, the SR shall affix the logo of the Federal Ministry of Education and Research (BMBF) with the addition "sponsored by...." in a well-visible form. The logo as well as further information on the observance of logos and corporate design of the BMBF can be provided by the PR.
- (3) Technical and strategic research planning and implementation of project activities.
- (4) To conduct, contribute and complete all the project works defined by the consortium of **GreenGaDe** project as specified in Annex 1
- (5) To provide the PR with all necessary data, documentation and information needed to perform its obligations.
- (6) To fulfil all the conditions defined in this contract and co-develop the project monitoring and evaluation scheme.



- (7) Contribute to capitalize and document the outputs and outcomes of the project that can be used for the development and delivery of climate and environmental services by WASCAL.
- (8) The SR is the focal point between the overall PI of the **GreenGaDe** project consortium, the PR and BMBF/DLR-PT. Therefore, the focal point is responsible for enforcing and streamlining all management aspects and scientific outputs/outcomes assigned to the SR and stated in the contract offer to the PR.

Section 4

Funding amount, eligible expenditure

- (1) The Primary Recipient shall transfer funds from the federal budget up to the funding amount of **174,908,310.22 FCFA** (1 Euro=655.957 XOF) (in words: **One hundred and seventy-four million, nine hundred and eight thousand, three hundred and ten point two-two FCFA**) to the SR. The grant may not exceed the total value of **266,646 Euros** (in words: **Two-hundred and sixty-six thousand, six hundred and forty-six euros**) (*cf. amount stated in the award notification document*), which derives from the exchange rates applicable on the day of the disbursements.
- (2) The grant may only be used to account for expenditure arising from the project in the contract period as defined in Section 2 above.
- (3) The funding is granted subject to the proviso that:
 - a) total financing has been secured
 - b) relevant conditions and terms as defined in Section 3 will be observed by the SR
 - c) realisation of the project is assured.
- (4) The funds will be awarded as non-repayable project grants. The award shall be granted in the form of full financing to cover the following project-related expenditure of the SR:
 - a) total amount for personnel for the SR (68,264 Euros=44,778,248.65 FCFA) for personnel expenditure and
 - b) total amount for non-personnel related resources for the SR (168,382 Euros=110,451,351.57 FCFA) for equipment expenditure. Detailed work and financial plans of the SR can be found in **Annex 3**.
- (5) The financial plan as defined in Section 5 point 3 for the SR is binding in regard to the overall result. The individual estimates may be exceeded by up to 20 per cent if the excess expenditure can be compensated by corresponding savings on other individual items.



Section 5
Disbursement of the funding

- (1) The disbursement shall be made following the submission of a request. The SR shall request funds only to the extent and within six weeks of being needed for settlement of due payments. Should the funding be needed at a date other than originally specified, the SR must inform the PR without delay. The SR shall use the form headed "Request for Funds" (Annex 4) to request funds from the PR.
- (2) A first instalment will be paid provided that the contract has become binding and the legally binding signed request for funding has been submitted.
- (3) The parties to this contract plan to disburse the grant according to the following schedule:

Up to 180,303 €/118,271,014.97 FCFA in budget year 2021
Up to 42,737 €/28,033,634.31 FCFA in budget year 2022
Up to 38,766 €/25,428,829.06 FCFA in budget year 2023
Up to 4,840 €/3,174,831.88 FCFA in budget year 2024
- (4) If the actual expenditure of the project exceeds the total expenditure which is set out in the SR's financial plan and which provides the basis of the grant, the SR shall be liable to bear the excess expenditure.
- (5) The PR shall deduct from a new request any remaining funds that are still at the disposal of the SR from the previous disbursement.
- (6) The PR is entitled to demand the temporary return of funds it has paid out on request, if they are not used in the allotted time by the SR.
- (7) If the total expenditure for the project stated in the SR's financial plan is reduced for whatever reason after the contract has been signed or if new covering resources become available, the grant will be reduced by the PR proportionately to the full amount in question.
- (8) All funds shall be transferred to the following bank account of the SR:

Account Name	University Joseph Ki-Zerbo
Bank Name	BICIA-B

Bank Address	01 BP 08 Ouagadougou 01 Burkina Faso
Bank Swift Code	BICI BFB XXX
ABA/BIC Code	BF42 BF 02 3010 5300 6055 8001 9440
Account Number	006055800194

Section 6 Implementation of the project

- (1) The grant must be used with economy and care to fulfil the purpose specified in the notification of award of the PR (cf. Preamble).
- (2) In implementing the project, the SR must proceed from the basis of the state of the art of science and technology, determined through continual research into current information sources. The SR must continuously monitor the existence of any intellectual property rights and patent applications by third parties that may hinder execution of the project and utilization of its result. Intellectual property rights and patent applications by third parties that can cause such hindrance are those that are required to utilize the results but are not at the disposal of the SR. Third parties within the meaning of these auxiliary terms and conditions are all legal entities that are neither funding providers nor PR nor SR nor any of their sub-contractors.
- (3) The SR is obliged to inform the PR without delay, if
 - a) it becomes apparent that the purpose of funding cannot be achieved, or not with the funds approved,
 - b) the funding purpose or other determinant factors in the award, such as the work programme, change or become invalid,
 - c) it becomes aware that the planned result of the project has been achieved by a third party in the meantime,
 - d) publication of the project could harm the rights or interests of third parties,
 - e) it becomes aware that the project and utilization of its result are jeopardized by third party intellectual property rights and patent applications that are not listed in the application documents. In this context, the SR must inform the PR under what conditions in its view it might be possible to execute the project and utilize the result.
- (4) Where salaries are to be financed, written employment contracts must be concluded with the persons in question in accordance with the local provisions of the SR. A copy of the employment contract shall be submitted to the PR. Staff expenditure budgeted for persons



- who are not deployed exclusively for the project may only be used proportionately. The amount of their project-related work must be logged.
- (5) When full time Post-doctoral position and at least 2 PhD students are fully financed on a project, only partial staff time not exceeding 15-20% can be used to fund permanent positions (e.g., Full Professor, Senior associate, Senior scientist/Lecturer, accountant, assistants, etc.) proportionally to their current salary grid at the SR.
 - (6) Objects acquired or produced in fulfilment of the funding purpose must be used for the funding purpose and treated with care. The SR may not use them for other purposes before the end of the contract period laid down in Section 2 above. The SR must maintain an inventory of the objects acquired in fulfilment of the funding purpose whose acquisition or production value exceeds 800 euros (not including turnover tax).
 - (7) The SR may only award contracts to expert, efficient and reliable bidders, with due regard for the principles of competition and on commercial conditions. At least three bids should be obtained wherever possible.
 - (8) The SR must obtain the prior written approval of the PR if, as part of the execution of the project, it wishes to give an individual sub-contract to a third party for more than [65,595.700 FCFA corresponding to 100 000 euros at the time of award]. This obligation does not apply to sub-contracts where the contractors were named in the application for the funds, and for marketable services.
 - (9) All expenditures imputable to the project must comply with WASCAL procurement rules and guidelines.

Section 7

Reporting

- (1) The progress report is delivered in a processible, digital format. The following items should be included in the report:
 - a) List of the main scientific and technical activities implemented, and their respective results obtained
 - b) Status of work package and deliverables reached as compared to what has been planned (workplan, timing and expenses)
 - c) If prospects for reaching the deliverables have changed, the SR will provide justification for this change.
 - d) The SR shall submit to the PR a final achievement report and the final financial report five (5) months after completion of the project.



- (2) The SR shall submit to the Beneficiary an interim financial and/or progress report according to the WASCAL reporting template following the schedule as stipulated in Table 1. In addition to information on the status of achievements and the documentation of collaborative aspects, the interim and final reports must also include a statement on the quality of collaboration within the project consortium. The SR is required to submit all necessary information to the overall PI of the project consortium in good time so that the interim report and the final report can be submitted on time as well. The deadline for submission of the annual joint project reports is 30th of April of each year.

Table 1: Reporting Schedule

Date	Financial report	Narrative report	Reporting Period
30 June 2021	Yes	No	March 2021- 31 June 2021
30 Sept 2021	Yes	Yes	March 2021- 30 Sept 2021
31 Dec2022	Yes	No	1 Oct 2021 – 31 Dec 2021
30 March 2022	Yes	Yes	1 Jan 2022 -30 March 2022
30 April 2022 ANNUAL JOINT PROJECT REPORT (First)			
31 July 2022	Yes	No	1 May 2022- 30 July 2022
30 Oct 2022	Yes	Yes	1 Aug 2022 - 30 Oct 2022
30 Dec 2022	Yes	No	1 Nov 2022- 31 Dec 2022
30 March 2022	Yes	Yes	1 Jan 2023 -30 March 2023
30 April 2023 ANNUAL JOINT PROJECT REPORT (Second)			
30 July 2023	Yes	No	1 May 2023- 30 July 2023
30 Oct 2023	Yes	Yes	1 Aug 2023-30 Oct 2023
30 Dec 2023	Yes	No	1 Nov 2023 - 30 Dec 2023
30 April 2024	Yes	No	1 Jan 2024- 30 April 2024
30 July 2024 FINAL JOINT PROJECT REPORTS (Final)			

Section 8

Accounting, proof of use, right of inspection

- (1) The SR undertakes to provide the PR with proof of revenues and expenditure.
- (2) Proof of use of the grant must be presented to the PR within four months of its purpose having been fulfilled, at the latest at the end of the fourth month following the award period. The proof of use must consist of a factual report and a statement of figures. The form headed "(Interim) Proof of Use of Funds" (Annex 5) must be used for the statement of figures.
- (3) The factual report for the proof of use must show the use of the grant and the results achieved in detail and compare them with the planned goals. The factual report must refer to the most important items of the statement of figures. Furthermore, it must explain the necessity and appropriateness of the work delivered.
- (4) The statement of figures must show the income and expenditure over time and separately in accordance with the structure of the detailed financial plan as submitted in the **GreenGaDe** project document. This statement must include all the income and expenditure related to the funding purpose. This statement must include a table which lists documentary evidence separately according to type and in chronological order (Annex 6). The list of evidence must show the date, the recipient/payer, the reason and the amount of each payment. The proof of use must contain confirmation that the expenditure was necessary, that due economy and care have been observed and that the information given corresponds to the financial books and relevant documentary evidence.
- (5) If the funding purpose has not been fulfilled by the end of a project year, interim proof of use of the amounts received in that year must be presented within two months of the end of the calendar year. The interim proof of use must consist of a factual report and a statement of figures (without the list of evidence mentioned in the third sentence of paragraph (4) above) listing the sums of income and expenditure in accordance with the structure of the detailed financial plan as submitted in the GreenGaDe project document. The form headed "(Interim) Proof of Use of Funds" (Annex 6) must be used for the statement of figures.
- (6) The PR is entitled to monitor the implementing of the project by the SR and to check that the funds transferred by it is used for the intended purposes. Furthermore, the Federal Ministry of Education and Research, the DLR Project Management Agency and the *Bundesrechnungshof* in collaboration with the PR are entitled to inspect the financial



books, documentary evidence and other business documents of the SR, and to examine the use of the funds by inspection at any time or have such inspections carried out. The SR shall grant the aforementioned the relevant rights to do so.

- (7) The SR must retain the original documentary evidence (income and expenditure) of the individual payments and the contracts awarded, as well as all other documents related to the funding, for five years after presentation of the proof of use of funds.
- (8) Excess disbursements arising after the end of the period of the contract are to be paid without delay by the SR to the following account of the PR giving the reference number stated in the Preamble above:

Account holder:	WASCAL Competence Center
Bank:	ECO BANK
Account Number:	170300838003
BIC/Swift code:	ECOCBFBF
IBAN:	BF0830001517030083800364

Section 9 Withdrawal

- (1) Withdrawal from this contract, including with retrospective effect, is only possible on important grounds. In particular, there are good grounds for withdrawal if:
 - a) The requirements for the contract to be concluded subsequently no longer apply,
 - b) The contract has been concluded by means of deliberate deception, threats or corruption or the provision of essentially false or misleading information,
 - c) The obligations stipulated by this contract are not met, in particular the required evidence is not submitted on time and obligations to provide information are not fulfilled or the grant is not used for the intended purpose immediately upon disbursement,
 - d) The funding is used inappropriately (inappropriate use of funding is deemed to mean cases where the funding is not or no longer used for the purpose intended),
 - e) The notification of the award to the PR (as mentioned in the Preamble) is revoked or recalled by the DLR Project Management Agency on behalf of the BMBF in accordance with the Administrative Procedure Act (VwVfG).

Section 10 Repayment

SA

- (1) If one of the parties withdraws from the contract, the SR undertakes to repay all unused funds of the transferred funding to the PR. The PR is entitled to cede these claims to the Federal Government.
- (2) The amount repayable by the SR to the PR shall accrue interest at 5% p.a. above the applicable basic rate of interest set out in Section 247 of the German Civil Code (BGB), from the date the repayment obligation takes effect until the date the amount is credited.
- (3) If the SR is not responsible for the circumstances giving rise to the right of withdrawal, and the funding amounts are repaid within the period set by the PR, the PR may refrain from charging interest.
- (4) If the contractually agreed funds are not used for the agreed purpose immediately upon disbursement and if there is no withdrawal from the contract, payment of annual interest can also be requested at five percentage points above the basic rate of interest set out in Section 247 of the German Civil Code (BGB) for the period between disbursement and use for the intended purpose. The same applies if the funds are used despite the requirement of proportional or preferred use of other sources. The use of funds for due payments more than six weeks after disbursement does not constitute an immediate use of the requested funds.
- (5) The audit shall be done by the PR and if necessary, by DLR-PT/BMBF. If an audit carried out by the PR or by the DLR-PT reveals that the funding has been used inappropriately by the SR, the PR is entitled to demand that the SR repay the same amount of funding to the DLR Project Management Agency. The repayment will be due once a letter of demand from the DLR Project Management Agency has been received by the PR. This shall apply irrespective of whether the PR was aware of the inappropriate use of the funding and whether or not the PR approved of it.
Demands for repayment made by the DLR Project Management Agency which are caused by mistakes on the part of the PR cannot be transferred to the SR.

Section 11

Rights of use

- (1) The SR is entitled to the property rights, industrial property rights and copyright for the results related to its project work. The SR has an exclusive right to utilize these results.



- (2) Results within the meaning of this contract are all the knowledge and inventions generated and objects, procedures and computer programmes developed during the execution of the project and recorded, or available in another form usual in this field. The results also include – irrespective of the storage medium in each case – the descriptions of the above and the plans or drawings, experiment instructions, models and prototypes made at every phase of the development and production.
- (3) The PR and SR must ensure adequate and effective protection of the results to the extent possible. The necessary expenditure for patent applications (patent lawyer and patent office fees) to fulfil the purpose of the funding (cf. Preamble) may be recognized as eligible for funding.
- (4) Upon request of the BMBF – in case of public interest – both the PR and the SR must grant the BMBF a non-exclusive, transferable right of use for the results and the parts of the result that are under copyright.
- (5) The results – where appropriate following registration of industrial property rights – must be made available for research and teaching in Germany, Africa and the EU Member States upon request and free of charge, if it can be ensured that the results will be used for a non-commercial purpose.

Section 12

Other arrangements

- (1) The funding from the federal budget must be pointed out in appropriate form in publications and public statements of all types. Upon request, the PR shall provide the SR with the logo made available to it for this purpose. If other publications (brochures, printed material, books etc.) are financed from funding, the PR is to be provided with two examples free of charge for the purpose of forwarding to the DLR Project Management Agency.
- (2) The SR must inform the PR without delay, if
 - a) after presenting its financial plan – and after presenting the proof of use of the grant – it applies for further grants for the same purpose from other public agencies or receives such grants from them or if it receives any – or any further – funds from third parties,
 - b) the amounts requested or disbursed cannot be used immediately upon disbursement,
 - c) the funding of its own share or the payments by third parties are no longer certain,



- d) objects to be included in the inventory are no longer used in accordance with the funding purpose or are no longer needed within the time laid down.

Section 13 **Annexes to this contract**

The following annexes, in their latest applicable versions, form part of this contract:

- 1) Project proposal of the SR dated [June 2020] in the updated version dated [6th August 2020] (Annex 1)
- 2) Overall financial plan of the PR contained in the notification of award (Annex 2)
- 3) Detailed Financial plan of the SR in the GreenGaDE project document (Annex 3)
- 4) Template for the request of funds (Annex 4)
- 5) Template for the (interim) proof of use of funds (Annex 5)
- 6) Template for the list of documentary evidence of expenditure (Annex 6)

Section 14 **Place of jurisdiction, severability, miscellaneous**

- (1) Any alterations and amendments to this Transfer Contract are only legally effective if they are agreed in writing.
- (2) Should any provision of this contract be invalid, the validity of the other provisions of the contract shall remain unaffected. The parties agree to replace any invalid provision by a provision which comes as close as possible to pursuing the purpose of the invalid provision.
- (3) This contract is concluded under the grant agreement aware *to the PR* with reference number 01LG2081A from the federal budget, departmental budget 30, heading 3004, item 68702 (as stated in the Preamble).
- (4) The place of jurisdiction shall be Accra, Ghana.

POINTS OF CONTACTS

All notices, communications and coordination shall involve at a minimum the following individuals, their successors and or designees at the following addresses which the Parties have designated for purposes of this Agreement as their *domicilium citandi et executandi*, to serve as liaison for implementing this Transfer Contract.



SIGNED/ SEALED AND DELIVERED by

WASCAL represented by Dr. Moumini Savadogo

Executive Director



in the presence of:

WITNESS:

Name: ...Prof. K.O. Ogunjobi.....

Signature:

[Handwritten Signature]
WEST AFRICAN SCIENCE SERVICE
CENTER ON CLIMATE CHANGE
AND ADAPTED LAND USE
COMPETENCE CENTER

Position: *Director of Research*
WASCAL Competence Center

SIGNED/ SEALED AND DELIVERED by The President

University Joseph Ki-Zerbo, Ouagadougou/ Burkina Faso

Signature:



Name: ...Prof. Rabiou Cissé.....

In the presence of:

WITNESS:

Name: ...Dr. Oumarou Ouédraogo.....

Signature:

[Handwritten Signature]
19th March 2021

19th March 2021