

Project number: **TUR 1030****Timeframe for submission of reports****Extract of Project Reporting Project No. TUR 1030**

No.	Report	Reporting Period		Due Date
		Report Range Start	Report Range End	
1	Narrative Report (Performance Progress Report)	30-Sep-2024	31-Dec-2024	15-Jan-2025
		01-Jan-2025	31-Mar-2025	15-Apr-2025
		01-Apr-2025	30-Jun-2025	15-Jul-2025
		01-Jul-2024 (Final)	29-Sep-2025	15-Dec-2025
		Monthly (plus provisory inventory reports)	1 <sup>st</sup> to end of the month	15 <sup>th</sup> of the following month
2	Financial Report	Quarterly		15 <sup>th</sup> of the following month after the end of quarter
		30-Sep-2024 (Final)	29-Sep-2025	15-Dec-2025
3	Funds Request			
4	Tax Report	Covering the fiscal year 1.10-30.09 of the previous year		5 February 2025 5 February 2025
5	Final Inventory Report	45 days prior to the end of the project		15 August
6	Audit Report	4 months after the end of the fiscal year, if TKV spent more than 750,000 USD from USG funds during the previous fiscal year		30 April 2025 – for 2024 spendings 30 April 2026 – for 2025 spendings
7	Other Documents/Reports			

## NGO PARTNERSHIP AGREEMENT



Between Deutsche Welthungerhilfe e.V.  
Friedrich-Ebert-Straße 1, 53173 Bonn,  
represented by the Country Director

For a world without hunger

hereinafter referred to as "Welthungerhilfe"

and Türkiye Kalkınma Vakfı (TKV) - Development Foundation of Turkey  
Unique Entity Identifier (UEI): Z92JX1CFHR37

Çukurambar Mah. Malcolm X Caddesi Bayındır Apt. No. 24/14 06510  
(Ankara), Türkiye

represented by Davut Yeşil, General Secretary

hereinafter referred to as "Project Holder"

the following Agreement is concluded:

### Preamble

In accordance with its founding mandate and the principles of humanity, non-violence and solidarity, Welthungerhilfe supports projects in countries which are particularly affected by hunger and poverty. The core principle of our work is "help towards self-help". This includes adherence to the principles of partnership, self-determination and democracy, based on the realisation of human rights. We see the motivation, resourcefulness and committed co-operation of those who suffer hunger and poverty as the fundamental basis of our practical work.

In order to achieve its goals Welthungerhilfe relies on co-operation with partner organisations as well as on its own staff members who have technical expertise and practical work experience as well as idealism and commitment, and who share Welthungerhilfe's principles and values.

Throughout its project work, Welthungerhilfe feels itself under an obligation to its partners, staff members and the people we tend to assist to work towards the equality of all human beings, independent of sex, origin, or religion. Welthungerhilfe pledges itself, and thereby also its partners, their members and staff, and all Welthungerhilfe staff, to orientate their work towards the realisation of human rights as well as of the rights set out in "The Convention on the Rights of the Child".

In accordance with its principle of treating all people with respect and dignity, Welthungerhilfe has agreed Codes of Conduct, and it stipulates that partner organisations which breach these guidelines will be excluded from cooperation work. (Annex 01).

## 1 Object of the NGO Partnership Agreement:

Welthungerhilfe will financially support the project "TUR 1030-23 Creating a protective environment for children - phase 2" funded by the U.S. State Department under the cooperative agreement no. SPRMCO24CA0143 signed on September 24, 2024

Project number: TUR1030 - 23

Co-financing number:

Project duration: 30.09.2024 - 29.09.2025

up to a maximum amount of \$ 1,941,372.73 (in words: One million nine hundred forty-one thousand three hundred seventy-two dollars and seventy-three cents.).

If the implementation is satisfactory and the U.S. State Department decides to continue the implementation with Welthungerhilfe, another year of implementation is to be considered, and activities, indicators, and budget for TKV will be revised accordingly.

## 2 Partnership Guiding Principles:

The partnership between Welthungerhilfe and TKV is based on the following principles:

Trust and respect: Signatory parties undertake to promote and consolidate their relationship and their cooperation by ensuring that each one knows and respects the mandate, charters, or statutes of the other and by recognizing the specificity of each other's contribution to the project.

Mutuality: Each partner acknowledges the reciprocity existent in its actions and use of shared resources to achieve common goals.

Complementarity: Welthungerhilfe and Project Holder carry out their roles in the implementation of projects in order to support and supplement each other while preserving their autonomy and assuming their responsibilities.

Transparency: Partners shall share and make relevant information (e.g. policy, strategies, plans, decisions, reports and financial matters) available to each other, to stakeholders, and to the public domain. This includes zero tolerance against fraudulent behavior, including any form of corruption.

Accountability: Welthungerhilfe and Project Holder are accountable to each other and towards stakeholders. This implies the commitment to the Core Humanitarian Standards.

## 3 Content of the Project:

The Project Holder undertakes to perform the following activities for Welthungerhilfe in Mardin and surrounding areas (wellheads, urban and rural) according to the proposal jointly submitted to the Bureau of Population, Refugees and Migration (BPRM) submitted on April 6<sup>th</sup>, 2023 and revised accordingly to the feedback received from BPRM on July 16, 2024, which is attached to the contract and summarized below:

- Participate in the capacity development exercises
- Objective 1: Children living in rural, peri-urban areas, and highly vulnerable individuals in urban settings have improved access to specialized and community-based protection

and Mental Health and Psychosocial Support (MHPSS) services integrated with nutrition, shelter, WASH, and awareness-raising efforts.:

- Provide Integrated Child Protection (ICP) Services through mobile teams which includes case management (also educational) for both children and adults, provision of a special needs fund, small support for shelter/WASH, and cash for rent.
  - Organize awareness-raising sessions on topics such as child rights, health, hygiene, nutrition, and family planning, along with group-based Psychosocial Support (PSS) activities for children, youth, and adults. Provide community-based PSS including positive parenting program and psychoeducation sessions for children and caregivers.
  - Organize **Sport for Development (S4D)** events aimed at fostering social cohesion among refugee and host community children. Integrate **Sounds of Change**, an innovative PSS methodology using music and non-verbal communication to reduce trauma, improve well-being, and promote social cohesion in both refugee and host communities.
  - Deliver shelter/WASH support for vulnerable families through minor shelter repairs, WASH facilities improvements, and cash-for-rent schemes.
  - Continue supporting Welthungerhilfe (WHH) on advocacy and protection reports aimed at improving the situation of vulnerable populations.
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- Objective 2: Children living in remote rural and semi-urban areas, as well as highly vulnerable children in urban settings, have improved access to education services. Offer supplementary education and pre-school services, including Turkish language and homework support for children at risk of school dropout or needing to enroll in school. Distribute educational kits and offer Cash for Education to support families in covering school-related expenses, coordinating closely with other stakeholders to ensure a holistic approach to educational support.
  - Objective 3: Vulnerable individuals, especially refugees, have improved access to livelihoods to cover their basic needs either through generating income or by producing items at the household level.
    - Deliver short-term practical training in agriculture and other household-level economic activities, targeting especially rural households.
    - Provide in-kind support to selected households, including agricultural tools, seeds, and technical assistance.
    - Facilitate vocational training through partnerships with vocational education centers and public education institutions and provide participants with financial incentives to encourage engagement.
    - Offer support for employment by conducting job facilitation services.
    - Promote the integration of MHPSS and livelihoods by offering sessions on personal resilience and decent work, aimed at improving well-being in conjunction with livelihood opportunities.

The project will be implemented by Project Holder within the period agreed.

The documents in Annex 02 the Proposal Narrative for year 2 a constituent part of this Agreement.

A detailed operational plan will be elaborated in a planning workshop in the preparatory phase of the project by Welthungerhilfe and the Project Holder. The operational plan will be obligatory for all implementation steps by the Project Holder.

#### 4 Costs and financing:

Costs and financing are as stipulated in the currently valid cost and financing plan enclosed (Annex 03).

#### 5 Obligations:

Under this Agreement, the Project Holder (TKV) is responsible for implementing the agreed activities, and shall hereunder:

- (1) Have the overall responsibility for the planning, implementation, reporting and impact-oriented monitoring,
- (2) ensure that the funds are used according to the approved project planning matrix and budget,
- (3) ensure that administration and internal control of project resources are adequately carried out.
- ~~(4) ensure that funds under this Agreement are properly accounted for and are reflected in the plan, budgets, and accounting of the Project Holder,~~
- (5) promptly inform Welthungerhilfe of any condition which interferes or threatens to interfere with the successful implementation.
- (6) ensure adherence to the Code of Conduct,
- (7) be accountable to the people we tend to assist through the planned activities of the partnership agreement and will make available to all stakeholders in an easily accessible way any relevant information about the financial affairs and progress of the project,
- (8) ensure that U.S. Executive Order and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Project Holder to ensure compliance with these Executive Orders and laws.
- (9) obey all regulations enlisted in:
  - U.S. State Department's "Standard Terms and Conditions for Federal Awards" (Annex 06)
  - PRM "FY 2023 General NGO Guidelines" (Annex 15),
  - The applicable sections from the Code for Federal Regulations (CFR) for foreign non-profit organizations of 2 CFR §200 Subpart A - E and 2 CFR §600 & 601; and
  - All assurances and certifications made during the application process.
- (10) Respect the visual identity and branding as per the following standards:

Project Holder shall recognize the United States Government's funding for activities specified under this award at the project site with a graphic of the U.S. flag accompanied by one of the following two phrases based on the level of funding for the award: •Fully funded by the award: "**Gift of the United States Government**" or

•Partially funded by the award: "Funding provided by the United States Government". WHH's logo needs to be added also.

PRM highly encourages the inclusion of recognition of funding through social media posts in proposals branding and marking strategy. Recipients should tag PRM's Twitter account @StatePRM and/or Facebook account @State.PRM (rather than using hashtags). Additionally, the applicable U.S. Embassy and WHH should be tagged as well. Updates of action taken to fulfill this requirement must be included in quarterly program reports to WHH/PRM.

All programs, projects, assistance, activities, and public communications to foreign audiences, partially or fully funded by the Department, should be marked appropriately overseas with the standard U.S. flag in size and prominence equal to (or greater than) any other logo or identity. The requirement does not apply to TKV's own corporate communications or in the United States.

TKV should ensure that all publicity and promotional materials underscore the sponsorship by or partnership with the U.S. Government or the U.S. Embassy as well as with WHH. TKV may continue to use existing logos or project materials; however, a standard rectangular U.S. flag must be used in conjunction with such logos.

Do not use the Department of State seal without express written approval from PRM.

- (11) Allow visit of U.S. Government or the U.S. Embassy representatives to project locations as well as ensure access to any third-party monitoring mission and audit commissioned by WHH or USG to the project locations, documentation, staff, and beneficiaries.

All U.S. recipients (not including for-profit organizations) that expend \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200 Subpart F. In addition, the recipients are subject to the audit requirements found in the Single Audit Act of 1984, 31 U.S.C. 7501-7506. The cost of an audit may be charged to the award in accordance with 2 CFR 200.425. All foreign recipients that expend \$750,000 or more during the recipient's fiscal year in Department of State awards must have a single or program-specific audit conducted for that year in accordance with these terms and conditions. In the event the recipient undergoes an audit for another Federal agency, a second audit does not need to be procured so long as the Department's funding was analyzed under the same audit. A program-specific audit means an audit of one Federal award program. A single audit means an audit that includes both the recipient's financial statements and the Department awards received to be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The audit must be independently and professionally executed in accordance with GAGAS either prescribed by a government's Supreme Audit Institution with auditing standards approved by the Comptroller General of the United States or in accordance with the host country's laws or adopted by the host country's public accountants or associations of public accountants, together with generally accepted international auditing standards. However, foreign entity audits consistent with International Standards for Auditing or other auditing standards are acceptable with the GO's approval. The Department and its authorized representatives have the legally enforceable right to examine, audit, and copy, at any reasonable time, all records in the Department's possession pertaining to the award. Furthermore, the Inspector General or any of his or her duly authorized representatives shall have access to

any pertinent books, documents, papers and records of the recipient. Information accessible to the Inspector General includes written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium. The Department reserves the right to make audits, inspections, excerpts, transcriptions or other examinations as authorized by law of the recipient's documents and facilities.

All documents related to the project need to be kept for at least 3 years after the project closure and approval of the final report.

- (12) WHH is looking to identify a solution for the audit since the audit costs are under its budget. An amendment to the partnership contract is to be pursued in case audit costs need to be transferred to TKV. (12) Request approval from Welthungerhilfe for budget reallocations (both between categories and lines). The Project Holder needs to notify in writing Welthungerhilfe of any modification in terms of staff positions, quantities, and fees as WHH might need to also get pre-approval for these costs from the U.S. State Department. Furthermore, the modification of the experts enlisted in the proposal is subject to informing WHH and the U.S. State Department.
- (13) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.
- (14) TKV needs to observe the Sphere Standards, Inter-Agency Standing Committee (IASC) Task Force on Protection from Sexual Exploitation and Abuse in Humanitarian Crises during the implementation of activities. Coordination with UNHCR, local and international organizations, authorities, and other stakeholders is mandatory.
- (15) With regard to religious persecution in particular, TKV shall ensure that its personnel take into account in their work the considerations reflected in the International Religious Freedom Act concerning country-specific conditions, the right to freedom of religion, methods of religious persecution practiced in foreign countries, and applicable distinctions within a country between the nature of and treatment of various religious practices and believers.
- (16) The hygiene and health awareness component will observe the Quality of Care Standards in the international Inter-Agency Field Manual on Reproductive Health in Humanitarian Settings. TKV is reminded that funds provided under this agreement shall be used in a manner fully consistent with relevant U.S. law, including the abortion-related provisions in accordance with Department Standard Terms and Conditions, provision AA.

Welthungerhilfe will:

- (17) provide funds and services to support the Project Holder in achieving the objectives and outputs as described in the annexed Project Planning Matrix and to strengthen the capacity of the Project Holder to implement the project, and:

- (18) will notify the Project Holder of acceptance of reports within 20 days of receipt. The Project Holder may request reasons for non-acceptance,
- (19) undertakes to provide support to the Project Holder through measures as described under Article 7.6,
- (20) Promote and support the NGO's process of strategic organizational transformation towards improved ways of acting and working. This should be done through continuous analysis of each partner's capacity to fulfil their missions and visions,<sup>1</sup>

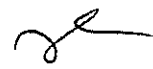
Both parties will:

- (21) communicate and cooperate fully to ensure that the objectives and outcomes are successfully achieved and do their utmost to optimize the use of program resources,
- (22) use best endeavours to co-ordinate the work covered under this agreement with other development partners, be they governmental, international organisations or non-governmental organisations,
- (23) offer means for the people we tend to assist to provide feedback on the project and/or submit complaints, and to ensure that they receive a timely response;
- (24) cooperate on preventing corruption within and through the project, and take rapid legal action to stop, investigate, and prosecute in accordance with applicable law any person suspected of misuse of resources or of corruption. The parties shall immediately inform each other of any indication of corruption or misuse of resources or any arising conflict of interest related to the project. The Project Holder will, if and when it is deemed appropriate, take action against suspects including immediate interdiction or suspension of such persons from work to avoid their interference with the investigations.
- (25) collaborate fully to ensure that the purposes of this Agreement are accomplished. To this end, the Parties will exchange views with regard to matters relating to the project, will provide each other with all available data, documentation and information, will provide any appropriate mutual assistance required in the discharging of each other's duties and will provide all necessary support, in particular in regard of administrative issues, to facilitate the due implementation of the support.
- (26) Keep each other informed of all activities pertaining to the project and will update each other once every three months or as circumstances arise that may have a bearing on the status of either Party in the country or that may affect the achievement of the project objectives and thus necessitate reviewing the project work plan and budget.
- (27) will observe and apply USG regulations as attached in Annex 06 as well as the specific conditions as agreed with PRM.

**6 Constituent parts of the agreement:**

The following are fixed constituent parts of this agreement

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- (1) Welthungerhilfe Code of Conduct (Annex 01\_01) / Child Protection Policy (Annex 01\_02) / Policy against sexual violence (Annex 01\_03) / Anti-Terrorism Policy (Annex 01\_04)
- (2) General Terms of Contract for Welthungerhilfe NGO Partnership Agreements, 2017 version (GTC), (Annex 04)
- (3) Welthungerhilfe's Procurement Policy for Partners 1.0 (Annex 05), and
- (4) The guidelines/regulations of the financing institution/donor (U.S. State Department's "Standard Terms and Conditions for Federal Awards; 2 CFR §200 and 2 CFR §600 ). (Annex 06)
- (5) Annex 11 - 2021\_DIS-Arbitration-Rules
- (6) Annex 15 - FY\_2023\_PRM\_General\_NGO\_Guidelines\_Accessible

Further constituent parts are the respective currently valid versions of the following Welthungerhilfe standard formats:

- (7) Annex 02\_01 - Clean Final Version\_WHH\_ProposalNarrativeMultiYear\_year\_2 version\_PRM and Annex 02\_02 - WHH\_TKV\_IndicatorTable\_year\_2\_Revised version\_20240704
- (8) Annex 03\_01 - TKV BudgetDetailed2ndYear\_revised version20240716/Annex 03\_02 - TKV\_BudgetNarrative\_RevisedVersion20240704
- (9) the formats for procurement plan, screening data template, funds requests and expenditure plan, financial report and for narrative reports etc. (Annex 07),
- (10) the Timeframe for Submission of Reports (Annex 08)
- (11) Annex 12\_01 - Partner screening certification and Annex 12\_02 - Screening Matrix
- (12) Annex 13 - WHH\_TUR\_Data\_Processing\_Agreement\_english DPA
- (13) Annex 14 - Partner Capacity Development Plan

and if required in individual cases

- (14) the Standard (Tripartite) Auditing Agreement (Annex 07\_08a&Annex 07\_08b),
- (15) the Overview of Operational Costs form, and the Vehicle Logbook template for Project Vehicles (Annex 09)
- (16) the template for Time Sheets (Annex 10).

## 7 Special Agreements and comments:

- (1) If Welthungerhilfe has not received one copy of this agreement bearing the legally binding signature of the Project Holder within one month after sending out the signed agreement to the Project Holder, then the offer of concluding this agreement expires, unless Welthungerhilfe explicitly maintains it.
- (2) All changes to the plans agreed in this agreement require Welthungerhilfe's prior approval. Unplanned deviations are to be notified to Welthungerhilfe without delay.
- (3) The procurement of goods will be managed by the Project Holder and the Project Holder will closely coordinate all procurement matters with the Welthungerhilfe Country Office as follows:
  - i. Procurement plan (as per Annex 07\_12) must be submitted by the Project Holder to Welthungerhilfe within two weeks after the parties hereby sign the agreement.
  - ii. **Procurements with an estimated value of below Euro 1000 (including value added tax):**
    - a. Project Holder undertakes the procurement activity without having to inform Welthungerhilfe in advance.

iii. **Procurements with an estimated value of Euro 1000 up to Euro 4,999:**

- a. Project Holder informs Welthungerhilfe in advance of any intended procurement activity,

iv. **Procurements with an estimated value above Euro 5000 :** Project Holder informs Welthungerhilfe Country Office in advance of any intended procurement and involves Welthungerhilfe Country Office in the procurement activity by following below measures:

- a. Information and approval of the RFQ and or tender documents
- b. Information and approval of lists of invitations to RFQs and or tender/shortlists
- c. Information and approval of the CBA and or tender evaluation and selection
- d. Information and approval of award decision and LPO or contracts in general (or above threshold amounts) before signature.
- v. To ensure that contractors do not appear on sanction lists a contract can only be signed after the reception of the screening reports that is free of any match. Therefore, the Project holder must screen the suppliers, service providers and consultants from a contract value of an equivalent of 2.000 Euro or above in any 12- month period before signing a Purchase Order or contract

vi. Items acquired for the funding purpose and by means of the funding shall be used for the funding purpose before the end of the measure and shall be treated with care. After the end of the approval period, the Project Holder may freely dispose of items acquired by means of the funding and not exceeding € 410,00 (excl. VAT) in value. Individual items, the acquisition or production value of which exceeds € 410,00 (excl. VAT), must be inventorized. The Project Holder must use the equipment and assets for this PRM funded project only and it cannot be sold within the project period. After completion of the project, the Project Holder is obligated to utilize these items for other PRM funded projects or to transfer the goods/equipment in adherence to the General Conditions of the donor contract. One month before the end of the partner implementation period, the Project Holder must submit to WHH a proposal for end use of all items with value exceeding € 410 (excl. VAT). The final utilization of such items will be subjected to WHH approval.

vii. In its procedures for procurement of goods, services or other requirements with funds made available by Welthungerhilfe as provided for in the project budget, the Project Holder will ensure that when placing orders or awarding sub-contracts, it will safeguard the principles of highest quality, economy and efficiency, and that the placing of such orders will be based on an assessment of competitive quotations and bids. The Project Holder complies in all procurement matters with Annex 5 Procurement Policy for Partners 1.0 along with the Annex-A thresholds for partners and co-financers procurement requirements (third parties). To ensure that contractors do not appear on sanction lists a contract can only be signed after the reception of the screening reports that is free of any match. Therefore the Project holder must perform the screening for suppliers, service providers and consultants from a contract value of an equivalent of 2.000 Euro or above before signing a Purchase Order or contract.

- (4). The Project Holder will account its income and expenditure with Welthungerhilfe on the basis of receipts and vouchers,

- i. The Project Holder will submit a Monthly Financial Report to Welthungerhilfe by the 15th day of the following month, using the specified format as set out in Annex 7(1). Additionally, quarterly reports will need to be submitted by the 15th day of the following month, using the specified format as set out in Annex 7(1). All original receipts, paid bills, contracts and financial records substantiating project expenditures indicated in the report must be retained with the Partner however, scan copies should be submitted with the Financial Report for verification and shall be signed by the responsible persons of the Project Holder authorized to certify the factual and arithmetical correctness.
- ii. Any currency exchange gain should be spent on program activities to increase the project participants numbers. Exchange losses incurred by the Project Holder as a result of using the average exchange rate method will be borne by the Project Holder.
- iii. Expenses in local currencies will be revaluated into USD by using the moving average exchange rate method. The Project Holder has to use Welthungerhilfe Exchange Rate Template (part of Annex 7\_2\_b).
- iv. Voucher lists within the accounting period must be sustained by means of numbered vouchers (invoices, bills, notices of receipt) which will be checked by Welthungerhilfe. All relevant supporting documents need to be attached to each voucher. These vouchers must be issued in, or translated into, English and should show clearly;
  - the voucher date, payee, and payer,
  - the purpose, currency, and amount of each payment,
  - the corresponding project number and budget item,
  - the type of payment, and
  - authorization (factual and accounting accuracy).
- v. Within each Quarterly Financial Report, there should be a monthly inventory list for items of value above 410 EUR excluding VAT (listing only the items of a given month) and a cumulative inventory list for items of value above 410 EUR excluding VAT (listing items of all months so far).
- vi. Once the Monthly Financial Report is submitted, all original vouchers and supporting documents for a given financial report must be available for checking by Welthungerhilfe. All original payment documents should be stamped "Paid by Welthungerhilfe Project Code: TUR1030 by the Project Holder.
- vii. Once the scanned vouchers are checked by WHH finance, Welthungerhilfe Project Management will communicate whether accept or reject the financial report in writing within max. 2 weeks from the date of submission of the report. In case of rejection of the report, Welthungerhilfe Project Management will request that Project Holder corrects the report by deleting the rejected vouchers from the report totals and from vouchers list within max. 1 week. The corrected report will be checked and compared with vouchers previously accepted. After that the corrected report will be accepted or rejected by Welthungerhilfe Project Management in writing within 1 week.
- viii. Welthungerhilfe finance team will visit at least quarterly to check previous months voucher files on sample basis and signed as checked.
- ix. Welthungerhilfe will act on Project Holder's fund requests only if accepted Monthly Financial Reports are in place for all previous periods up to the second last period. First fund request can be for 2 months forecast and thereafter monthly basis for the following month forecast after deducting the bank and cash balances available. Project Holder should submit fund request on time considering the lead time for the fund transfer and if there need of any additional funds WHH can consider with a proper justification.

- x. Ensure that original financial and all other documents related to the project are kept for a period of ten (10) years after the project has ended and are accessible to Welthungerhilfe, donor or their agents when requested
- xi. Repay funds to Welthungerhilfe (if required by the donor including relevant interest if applicable) for the Project Holder's expenditures rejected by the donor during the project duration and within 10 years after project end. If the Project Holder is eligible for Admin Lumpsum as per the approved budget, the Admin Lumpsum shall be only paid based on expenditure accepted by the donor at the end of the project based on the final financial report.
- xii. The Project Holder will open two separate bank accounts for each currency (**USD, TRY**) which will be used in this project. Specifically, it has been agreed that the Project Holder will open , one separate USD bank account and one separate TRY currency bank account in its bank in Türkiye for receiving transfers from the Welthungerhilfe Head Office. Each currency account will be opened under the project number TUR1030.
- xiii. Creating separate bank accounts ensures that any income and costs such as interest or bank fees resulting from account movements belong strictly to the project and cannot be confused with the income and costs of the other projects of the Project Holder. Currency exchanges must be made and reflected in aforementioned bank accounts. Exceptionally, when necessary, currency exchanges can be made in A-class Registered Exchange Offices. The Project Holder shall follow Welthungerhilfe rules and regulations on exchange rate calculations and all exchange rates from USD to local currency shall be documented and moving average rate method shall be used.
- xiv. At the signing time of this agreement, the Project Holder will inform Welthungerhilfe of the bank account details. Any change of bank account has to be notified in written form to the Welthungerhilfe's Türkiye Country Office.

Bank name:	HALK BANKASI – KAHRAMANKAZAN ŞUBESİ
Bank address:	Atatürk, Ankara Blv. No:73/A, 06980 Kahramankazan/Ankara
Account holder:	TÜRKİYE KALKINMA VAKFI
Account Currency:	<u>USD</u>
Account No:	58000351
IBAN:	TR630001200942000058000351
SWIFT:	TRHBTR2A

Bank name:	HALK BANKASI – KAHRAMANKAZAN ŞUBESİ
Bank address:	Atatürk, Ankara Blv. No:73/A, 06980 Kahramankazan/Ankara
Account holder:	TÜRKİYE KALKINMA VAKFI
Account Currency:	<u>Euro</u>
Account No:	58000350

IBAN:	TR900001200942000058000350
SWIFT:	TRHBTR2A

Bank name:	HALK BANKASI – KAHRAMANKAZAN ŞUBESİ
Bank address:	Atatürk, Ankara Blv. No:73/A, 06980 Kahramankazan/Ankara
Account holder:	TÜRKİYE KALKINMA VAKFI
Account Currency:	TL
Account No:	16000044
IBAN:	TR730001200942000016000044
SWIFT:	TRHBTR2AXXX

- xv. All fund requests, fund transfers from Welthungerhilfe to Project Holder, and financial reporting under this project will be made in USD
- xvi. Project Holder will be responsible for all ineligible expenditure of the TUR1030 as determined by Welthungerhilfe or auditors or local authorities. The amount of ineligible expenditures determined by Welthungerhilfe or auditors or local authorities will be returned to Welthungerhilfe in the currency of this agreement.
- (5) Project Holder will provide all financial reports (monthly and quarterly basis) and narrative reports (quarterly basis) on time as specified in the Report calendar as per Annex 08 and according to the provided templates. (6) A Foreign tax report is due each year on February 15 covering the previous fiscal year (1.10 to 30.09) based on WHH guidance. The report must include the TKV's name, contact information, award number, and the amount of foreign taxes assessed by a foreign government. Taxes to be reported include value-added taxes and customs duties assessed by each foreign government receiving foreign assistance under this award (listed separately) on any purchase of goods or services of \$500 or more or any other tax that is assessed in an amount of \$100 or more on United States foreign assistance funds under this award. TKV is not required to report on individual income taxes assessed to local staff or any taxes assessed by a third-party foreign government, which is not a beneficiary of the foreign assistance funds used to finance this award.
- (7) An Inventory Report shall be submitted as a Post Award Activity through <https://mygrants.servicenowservices.com> by WHH on behalf of TKV within thirty (30) days prior to the expiration of this agreement listing all items and purchase price of all non-expendable tangible personal property having a useful life of more than one year and having a current per unit fair market value of \$5,000 or more per unit which were purchased with funds provided under this or a previous PRM agreement. This report must be prepared by TKV and include the following information for each item purchased: description, date of purchase, serial number, source of funding for the property (including the applicable award number), and the country in which the item was used. This required inventory report shall include any items of non-expendable tangible personal property that were purchased under a previous Bureau funding arrangement that continue to be used in activities funded under this agreement having a current per unit fair market value of \$5,000 or more per unit. The required

inventory report shall also include the TKV/WHH's specific recommendations for the disposition of each item of non-expendable tangible personal property.

(8) As part of this agreement the Project Holder will sign Data Processing Agreement Annex,, In addition to the agreement, the Project Holder shall ensure its full compliance with the Law on the Protection of Personal Data numbered 6698 (hereafter referred to as the "KVKK") and any relevant applicable data protection legislation (hereafter referred to as the "Data Protection Regulations"). In particular, the Project Holder shall ensure that:

- i. it takes appropriate technical and organisational measures required pursuant to KVKK and Data Protection Regulations, taking into account (i) the state of the art, (ii) costs of implementation, (iii) nature, scope, context and purposes of the processing, and (iv) risks posed to data subjects;
- ii. it uses appropriate technical methods for the security of transmission of any personal data;
- iii. it allows for and contributes to audits for the purposes of inspecting its compliance with its obligations under relevant law and under this Agreement;
- iv. its staff handling personal data have been made aware of their responsibilities with regards to handling of personal data in accordance with KVKK and Data Protection Regulations;
- v. it notifies Welthungerhilfe as well as the relevant public authorities without undue delay after it has become aware of a personal data breach.
- vi. it informs Welthungerhilfe promptly in writing of any defects it detects within its organization;
- vii. it duly integrates and uses privacy notice (aydınlatma metni) and obtains explicit consent while collecting personal data from beneficiaries; and
- viii. it agrees, accepts and acknowledges that to the extent permitted by mandatory provisions of law, Welthungerhilfe shall be liable only when Welthungerhilfe is directly at fault for its actions or omissions. For the avoidance of doubt, the Project Holder shall bear all financial and/or non-financial fines charged by authorities related to data privacy breaches. The Project Holder duly waives its rights to recourse to Welthungerhilfe regarding data privacy matters.

The Parties agree that this Clause shall remain in effect for 10 (ten) years unless otherwise stipulated under the law."

(9) Capacity exchange plan will be agreed upon between Welthungerhilfe and the Project Holder after the signing of the agreement. Project Holder and Welthungerhilfe will provide training to each other's staff on their expertise.

## 8 Additional Conditions:

- (1) The Project Holder as an implementing partner of Welthungerhilfe hereby certifies and covenants that, at the time of entering into the Partnership Agreement and throughout the entire term of the Partnership Agreement its owners, shareholders, board members, staff, and volunteers are not and will not be associated with terrorism and do not and will not appear on counter-terrorism lists.
- (2) The Project Holder further undertakes that for purposes of implementing the Project the Project Holder will only engage third parties (such as suppliers, consultants, financial service providers, contractors, subcontractors and downstream partners/grantees) after having confirmed that neither they nor members of their respective management are associated with terrorism and do not appear on counter-terrorism lists.

- (3) Welthungerhilfe reserves the right to carry out adequate counter-terrorism checks.
- (4) If the Project Holder requires support in conducting counter-terrorism checks, this will be agreed to separately in writing (see Annex 12).

## 9 Invalidity of stipulations of NGO Partnership Agreement:

Should any of the provisions in this agreement be invalid, this will not affect the validity of the remaining provisions.

## 10 Visibility Requirements:

### i. Field Visibility:

**Acknowledgment of Support:** The Project Holder is expected to visibly acknowledge that the project is financed by WHH and implemented in partnership with Welthungerhilfe (WHH) and PRM. All visibility materials should clearly display the logos of WHH and PRM, ensuring that they are prominently visible during project activities and on relief items.

**Visibility Materials:** The Project Holder must use appropriate visibility materials such as signboards, flags, posters, banners, and stickers that feature the WHH and PRM logos at all project sites and during key activities. These materials should also be attached to all distributed items and displayed at event locations.

**Documentation and Reporting:** High-quality photos documenting the implementation of visibility requirements must be included in narrative reports to WHH. The Project Holder should also provide descriptions of the activities and locations where visibility materials were used.

### ii. Communication and Public Engagement:

**Proactive Communication:** The Project Holder is expected to maintain structured and proactive communication throughout the project cycle. This includes submitting high-quality communication materials to WHH on a regular basis and upon request, such as photos, videos, human-interest stories, case studies, and success stories.

**Online Presence and Media Engagement:** The Project Holder should ensure regular updates of project activities on its website, social media accounts, and in any media interviews. These updates must highlight the collaboration with WHH and acknowledge PRM as a funding partner.

**External Communications:** All external communications, including messages, posts, blogs, and articles, must mention the partnership with WHH and reference PRM as the funding source. The Project Holder should use approved logos and tag WHH and PRM social media accounts appropriately.

**Reporting to WHH:** The Project Holder must inform WHH in a timely manner about any planned or conducted external communications related to the project. This includes sharing drafts or outlines of media materials for review and approval before publication.

### iii. Informed Consent:

**Obtaining Consent:** The Project Holder is responsible for obtaining informed consent from individuals (including staff, project participants, and others) who are interviewed, photographed, or filmed as part of project activities. The WHH consent form must be used for all communication activities.

**Written Consent:** Written consent must be obtained before conducting any communication activities. In exceptional cases where written consent cannot be obtained, oral consent is acceptable but must be documented and justified in the project's communication records.

**Data Protection and Ethical Standards:** The Project Holder must ensure that all communication materials respect the dignity, privacy, and confidentiality of individuals

involved. No sensitive personal information should be disclosed without explicit consent, and the "Do No Harm" principle must be followed at all times.

#### 11 Written Form:

This agreement is drawn up in two identical copies. Amendments or supplements to the agreement as well as to the cost and financing plan referred to under point 3 must be made in an addendum to the agreement which is to be signed by both Parties. Any changes must be made in writing.

#### 12 Arbitration:

Disputes cannot be referred to a national court for resolution.

- (1) Any dispute concerning the interpretation or implementation of this Agreement shall be settled by negotiation between the Parties. In case the dispute has not been settled within a time limit of three months, the matter may be referred to arbitration by either Party.
- (2) If efforts to achieve an amicable settlement should fail, all disputes arising in connection with this agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law.
- (3) One sole arbitrator shall be appointed. The place of arbitration shall be Bonn, Germany, and the language used in the proceedings shall be English.
- (4) The applicable substantive law is German.

For Welthungerhilfe  
Location, date

Gaziantep, Turkey

15.10.2024

**Jackson Nabaala.**

(Deputy Country Director)

15 Oct.24

**Chinthaka De Silva.**

(Head of Finance Turkey Country Director)

For Project Holder  
Location, date

**Davut Yeşil**

General Secretary

TÜRKİYE KALKINMA VAKFI  
Çukurambar Mah. Malcolm X  
Cad. Bayındır Apt. No: 24/14  
Çankaya/ANKARA  
Çankaya V.D. 879 0029950



**ANNEXES:**

- Annex 01: Welthungerhilfe Code of Conduct (Annex 01\_01) / Child Protection Policy (Annex 01\_02) / Policy against sexual violence (Annex 01\_03) /Anti-Terrorism Policy (Annex 01\_04)
- Annex 02: Annex 02\_01 - Clean Final Version\_WHH\_ProposalNarrativeMultiYear\_year\_2 version\_PRM / Annex 02\_02 - WHH\_TKV\_IndicatorTable\_year\_2\_Revised version\_20240704
- Annex 03: Annex 03\_01 - TKV BudgetDetailed2ndYear\_revised version20240716/Annex 03\_02 - TKV\_BudgetNarrative\_RevisedVersion20240704
- Annex 04: General Terms of Contract for Welthungerhilfe NGO Partnership Agreements
- Annex 05: 5-1. Procurement Policy for partners version 1:0  
5-2. Annex-A procurement thresholds for partners.
- Annex 06: U.S.-Department-of-State-Standard-Terms-and-Conditions-10-21-2020-508
- Annex 7 : Annex 07\_01 - Fund\_Request\_Exp Plan\_NGO\_12\_07\_2019/Annex 07\_02a - Report\_Currency\_Partnership Agreeem/Annex 07\_02b - Report\_reevaluat\_Currency\_Partnersh/Annex 07\_05 - Inventory\_for\_projects\_Partner/Annex 07\_06 - Petty Cash Reconciliation plus/Annex 07\_07 - Bank Reconciliation/Annex 07\_08a - Audit\_Contract/Annex 07\_08b - Audit\_Engagement\_Letter2015/Annex 07\_10 - Voucher List/Annex 07\_12 - Procurement Plan
- Annex 8 : Timeframe for submission of Reports
- Annex 9 : Annex 09\_01 - Drivers\_logbook\_template/Annex 09\_02 - Consumption\_control\_template
- Annex 10 : Template for Time Sheets
- Annex 11 : DIS Arbitration Rules 2021
- Annex 12 : Annex 12\_01 - Partner screening certification/Annex 12\_02 - Screening Matrix
- Annex 13: WHH\_TUR\_Data\_Processing\_Agreement\_english
- Annex 14: Capacity Development Plan
- Annex 15: FY\_2023\_PRM\_General\_NGO\_Guidelines\_Accessible
- Annex 16: Joint WHH-TKV Application to PRM.pdf