

NGO PARTNERSHIP AGREEMENT



For a world without hunger

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

1 Object of the NGO Partnership Agreement

Welthungerhilfe will financially support the project "Creating a Protective Environment for Children" funded by U.S. State Department under the cooperative agreement no. SPRMCO23CA0337 (FAIN) signed on September 28, 2023

Project number: TUR1020 - 23

Co-financing number:

Project duration: 30.09.2023 - 29.09.2024

up to a maximum amount of \$ 2,130,903 (in words: two million one hundred and thirty thousand and nine hundred and three United States Dollars).

If the implementation is satisfactory and U.S. State Department decides to continue the implementation with Welthungerhilfe, a second 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 recognising 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.

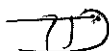
Transparency: Partners shall share and make relevant information (e.g. policy, strategies, plans, decisions, reports and financial matters) available to each other, to stakeholders and to the public domain. This includes zero tolerance against fraudulent behaviour, including any form of corruption.

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 6th, 2023 and revised accordingly to the feedback received from BPRM which is attached to the contract and summarized below:

- Participate in the capacity building exercises



- Objective 1: Children living in rural areas and their families as well as earthquake-affected individuals in urban settings have improved access to specialized and community-based protection and MHPSS services integrated with shelter, WASH, nutrition and health assistance:
 - Provide Integrated Child Protection (ICP) Services through mobile teams which includes case management for both children and adults, special needs fund, small support for shelter/WASH, cash for rent
 - Organize awareness raising on several topics such as protection, health, nutrition, wellbeing- delivery of different kits
 - Provide community based PSS including positive parenting program
 - Organize Sport for Development event
 - Support for WHH in preparing advocacy reports
- Objective 2: Children living in remote and rural areas as well as earthquake-affected children in urban settings have improved access to education services.
 - Provide Educational Case Management
 - Provide supplementary/complementary educational activities, including Turkish classes and homework support
 - Distribute educational kits
 - Distribute Cash for Education and ensure relevant coordination with other stakeholders providing the same
- Objective 3: Vulnerable people have improved access to livelihoods through generating and diversifying income and assets, and gainful employment.
 - Provide onsite practical training related to agriculture and other income generating activities; advanced agricultural trainings on pruning and grafting
 - Provide in-kind support to selected households and technical assistance
 - Provide vocational training: either through referrals to vocational high schools or Vocational Education Centres (VECs); or provision of in-house vocational training
 - Offer support/guidance for employment, including connecting with employers
 - Distribute financial incentives for participants in the vocational training and employment schemes according to specific methodologies that will be jointly developed
 - Conduct referrals for Turkish language classes for Syrians to Public Education Centers
 - Organize together with WHH seminars/workshops on MHPSS integrated with livelihoods and decent work as well as support WHH in hosting 2 network events with stakeholders in the area

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

The attached Planning Document (Annex 2A) includes the Project Planning Matrix and Operational Plan. The Logical Framework Matrix is attached as Annex 2B.

The documents in Annex 2 are constituent parts 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 3).

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 prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of 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 6)
 - 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 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 a 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 the 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.

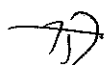
All U.S. recipients (not including for-profit organizations) that expend \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200 Subpart F. In addition, the recipients 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. 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.

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). 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 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.

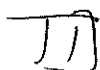


Welthungerhilfe will provide funds and services to support the Project Holder in achieving the objectives and outputs as described in the annexed Project Planning Matrix and to strengthen the capacity of the Project Holder to implement the project, and:

- (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 organisational transformation towards improved ways of acting and working. This should be done through continuously analysis of each partner's capacity to fulfil their missions and visions,¹

Both parties will:

- (21) communicate and cooperate fully to ensure that the objectives and outcomes are successfully achieved and do their utmost to optimise the use of programme 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 up-date 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 6 as well as the specific conditions as agreed with PRM.



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6 Constituent parts of the agreement

The following are fixed constituent parts of this agreement

- (1) Welthungerhilfe Code of Conduct (Annex 1)
- (2) General Terms of Contract for Welthungerhilfe NGO Partnership Agreements, 2017 version (GTC), (Annex 4)
- (3) Welthungerhilfe's Procurement Policy for Partners 1.0 (Annex 5), and Annex A- procurement thresholds for partners.
- (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 6)

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

- (5) the formats for procurement plan, screening data template, funds requests and expenditure plan, financial report and for narrative reports etc.(Annex 7/1),
- (6) the Timeframe for Submission of Reports (Annex 8)

and if required in individual cases

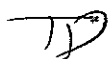
- (7) the Standard (Tripartite) Auditing Agreement (Annex 7/2),
- (8) the Overview of Operational Costs form, and the Vehicle Logbook template for Project Vehicles (Annex 9)
- (9) the template for Time Sheets (Annex 10).

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 following:
 - i. Procurement plan (as per Annex 7_6) 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 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:TUR1020 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

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- 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 TUR1020.
- 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:	58000280
IBAN:	TR40 0001 2009 4200 0058 0002 80
SWIFT:	TRHBTR2AXXX

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>TRY</u>
Account No:	16000013
IBAN:	TR37 0001 2009 4200 0016 0000 13
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 TUR1020 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 8 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

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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) 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 between Welthungerhilfe and the Project Holder after signing of the agreement. Project Holder and Welthungerhilfe will provide trainings to each others' staff on its expertise.



- (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 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.

11 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



Else Kirk
Country Director

Chinthaka De Silva

Head of Finance Country Office

For Project Holder
Location, date

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Çankaya/ANKARA
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Türker Dölekoğlu
General Secretary

ANNEXES:

- Annex 1 : Welthungerhilfe Code of Conduct
Annex 2 : Logframe
Annex 3 : Cost and Financing Plan
Annex 4 : General Terms of Contract for Welthungerhilfe NGO Partnership Agreements
Annex 5 : 5-1. Procurement Policy for partners version 1.0
5-2. Annex-A procurement thresholds for partners.
Annex 6 : Co-financier Guidelines - U.S. State Department's "Standard Terms and Conditions for Federal Awards"
Annex 7 : (1) Forms (Funds Request and Expenditure Plan)
(2a) Report Currency
(2b) Report Reevaluate Currency
(3) Inventory for Projects
(4) Cash Reconciliation
(5) Bank Reconciliation
(6) Procurement Plan
(7) Audit Documents
Annex 8 : Timeframe for submission of Reports
Annex 9 : Forms for Vehicles
Annex 10 : Template for Time Sheets
Annex 11 : DIS Arbitration Rules 2021
Annex 12 : Screening Matrix
Annex 13 : Data Protection Agreement
Annex 14 : Capacity Development Plan
Annex 15 : PRM "FY 2023 General NGO Guidelines"
Annex 16 : Joint WHH-TKV Application to PRM

