

GRANT AGREEMENT

BETWEEN

Transparency International e.V. (Secretariat),
Alt Moabit 96,
D-10559 Berlin, Germany,
(hereinafter referred to as “**TI-S**”)

AND

Transparency International Spain
C/ Fortuny 53,
28010, Madrid, Spain.
(hereinafter referred to as “**The Partner**”)

(hereinafter jointly referred to as ‘**the Parties**’)

Title of the Project to be carried out under this Grant Agreement:

Bolstering Integrity in Public Contracting: A Reinvigorated Approach and Coalition on Integrity Pacts

BACKGROUND

The Integrity Pact (IP) is a widely known mechanism designed to uphold the law in public contracting procedures and quickly address corruption risks. Although it has been implemented in more than 30 countries, its adaption remains mostly exceptional or intermittent.

This project will reinvigorate the Integrity Pact as a golden standard in public procurement and expand global and national conditions promoting its adoption in critical investments and regulation. The initiative will: 1) reframe and strengthen the Integrity Pact as a global anti-corruption standard; 2) widen the number of policy and business leaders who promote the application and implementation of the Integrity Pact as an anti-corruption standard; and 3) embed the Integrity Pact standard in key contracting projects or regulation in Romania, Spain, and Argentina.

1. PURPOSE AND SCOPE OF THE AGREEMENT

- 1.1 The purpose of this Grant Agreement is to facilitate the implementation of Bolstering Integrity in Public Contracting: A Reinvigorated Approach and Coalition on Integrity Pacts through the provision of grant funding. The Parties agree to work together closely in order to achieve the agreed results set out in the Terms of Reference of **28 January 2022** attached hereto as Annex I.
- 1.2 The following Annexes form integral parts of the Agreement and must be treated as such when determining type and scope of the duties of the Parties:

Annex I Terms of Reference of **28 January 2022**

Annex II Budget

Annex III Additional Provisions**Annex IV** List of Supporting Documentation for Financial Report

- 1.3 Specific outputs, activities and delivery timetables are specified in **Annex I**.

2. OBLIGATIONS OF THE PARTIES

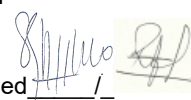
- 2.1 The Parties shall perform and complete all obligations and responsibilities as determined in Annex I - Terms of Reference.
- 2.2 TI-S shall be responsible for transferring the agreed grant amount to the Partner as per Article 8 of this Agreement.
- 2.3 TI-S shall be responsible for providing technical support, which shall include monitoring of progress against obligations and activities set out in Annex I and budgets set out in Annex II. TI-S will make available to the Partner planning and reporting templates required for monitoring and reporting purposes. The responsibility for the financial management of the granted funds remains with the Partner.
- 2.4 Through the implementation of this project, the Partner commits to achieving the outputs and complying with the deadlines in accordance with Annex I, Terms of Reference.
- 2.5 The Partner shall implement the agreed activities set out in Annex I with the requisite care, efficiency, transparency and diligence in compliance with this Agreement, keeping TI-S informed of any delays in implementation.

3. PROCUREMENT

- 3.1 The Partner shall follow its own procurement guidelines and procedures in securing the supply of goods, works, or services for the delivery of the project.
- 3.2 The Partner's procurement guidelines shall be in line with generally accepted procurement practices and adhere to the principles of openness, transparency, fairness, non-discrimination, proportionality, accountability and value for money. The Partner is required to ensure that suitably qualified contractors are chosen without bias and that the best value for money is obtained, with the full transparency appropriate to the use of public funds.
- 3.3 If requested by TI-S, the Partner shall provide TI-S with all necessary information, such as relevant documents on decisions and actions taken, including details and copies of awarded contracts. TI-S may at any time conduct special audits of procurement processes carried out in relation to this Agreement.
- 3.4 The Partner shall to the largest extent reasonable, perform the project activities with their own local staff and resources. Project activities not performed by and through own staff of either TI-S or the partner shall require prior consent and shall be expressly marked in the Project Work Plan and Budget. Hiring and subcontracting of any personnel or services should preferably be performed locally and in line with the TI-S internal procurement rules.

4. LIABILITY AND SPECIAL PROVISIONS

- 4.1 The Partner shall be liable for any and all damages to persons, property or any financial loss caused by the Partner or any third party, hired by the Partner, in the performance of the

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obligations under this Agreement.

- 4.2 The Partner shall ensure that every contract with a third party contains a clause that any limitation or exclusion of liability to the Partner's benefit also applies to limit or exclude TI-S's liability.
- 4.3 The Partner shall be liable for any and all damages caused by any other kind of legal action resulting from the implementation of this Agreement.
- 4.4 TI-S shall not accept any responsibility or liability for any claims, debts, demands, damage or loss arising from the implementation of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

- 5.1 The results of the activities based on this Agreement, as well as any intellectual property rights, including copy rights (pertaining thereto), shall be considered the property of the Partner.
- 5.2 TI-S will be deemed the co-owner of these rights during the Agreement duration and for two years after its expiration. Upon request by TI-S, the Partner will issue the necessary license to TI-S free of charge and incorporate a clause to this end in any legal arrangements with third parties.
- 5.3 Any information containing personal data shall be handled in accordance with all applicable privacy laws and regulations, including without limitation the General Data Protection Regulation (GDPR) and equivalent laws and regulations. If for the performance of the project it is necessary to exchange personal data, the relevant Parties shall determine their respective positions towards each other (either as controller, joint controllers or processor) and the subsequent consequences and responsibilities according to the GDPR as soon as possible after the Effective Date and where required implement these in a separate written agreement.

6. VISIBILITY AND EXTERNAL COMMUNICATION

- 6.1 The Partner hereby agrees to the donor (Siemens) making statements or generally going public through its websites and other communication means, in particular press statements or other means of mass media communication that may mention the name of the Partner, a brief reference to the Project including its aims, the country in which it will be performed, and the Funding Amount, as Siemens may deem to be appropriate. Any public statements by Siemens going beyond the scope described in this clause 5.3 shall be aligned between the Partner and Siemens prior to going public.
- 6.2 The Partner shall refrain from public statements with regards to the selection process for award of Funds, the Funds, the Project and generally the Initiative or this Standard Funding Agreement unless previously approved in writing by Siemens.
- 6.3 The Partner shall refrain from using Siemens' name, brand or logo in any public statement, document or information or communication whatsoever, whether directly or indirectly, unless Siemens has given prior written consent for such use.
- 6.4 Upon request, the Partner shall assist Siemens in its efforts to promote the activities and goals of the Siemens Integrity Initiative and more particularly, the Project by providing Siemens information, statements, reports, etc. which may be used for positive public statements about or related to the Funding hereunder and more generally the Project.

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- 6.5 Neither the Partner, nor any of its staff or any other personnel working on the Project or third parties subcontracted for the purpose of the Project may represent themselves as being employees, partners or agents of Siemens, or as otherwise able to bind or represent Siemens.
- 6.6 Siemens shall be entitled to use, free of any charge and for its own legitimate Siemens internal purposes any papers, brochures, presentations, training material, reports and generally documents and material prepared by the Partner for purposes of implementing the Project. The Partner shall provide Siemens with copies of such material and documents upon request.

7. CONFLICT OF INTEREST

- 7.1 The Partner shall immediately notify TI-S of any circumstances, which might place the Partner in an actual or perceived conflict of interest in relation to the obligations under this Agreement or the interests of TI-S and/or Transparency International in general.
- 7.2 A conflict of interest arises if the impartial and objective performance of the obligations of the Partner under this Agreement is compromised by – but not exclusively – family relationship, personal relationship, political or national affinity, and economic interests.
- 7.3 If the Partner is not legally associated with Transparency International as a National Chapter, National Chapter in formation, or a National Contact, a conflict of interest might also arise from the use of the title of and the association with Transparency International under this Agreement to secure other assignments and/or contracts to be performed under the Partner's own name. The Partner shall seek prior approval of TI-S to enter into such assignment and/or Agreements.

8. FINANCIALS

- 8.1 The total grant amount approved under this Grant Agreement is **EUR 59,900.00** (amount in words: fifty-nine thousand nine hundred Euro). The planned disbursement schedule is as follows:

Condition	Instalment Number	Amount
01 June 2022	1 (30% of the grant amount)	17,970.00 EUR
If the below conditions (8.1 (a)-(c)) are met in December 2022	2 (20% of the grant amount)	11,980.00 EUR
If the below conditions (8.1 (a)-(c)) are met in June 2023	3 (20% of the grant amount)	11,980.00 EUR
If the below conditions (8.1 (a)-(c)) are met in December 2023	4 (20% of the grant amount)	11,980.00 EUR
After approval of final reports in August 2024	5 (10% of the grant amount)	5,990.00 EUR

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TI-S shall disburse the first instalment within **14** days of the date indicated in the table above. TI-S shall disburse subsequent instalments subject to the Partner:

- (a) Submitting narrative and financial reports as outlined under Article 9.1;
- (b) Having reported satisfactorily on expenditure covering at least 70% of the latest disbursement (and 100% from any previous disbursements;
- (c) Submitting a disbursement request, including confirmation that the funds are required and that they will be spent according to this grant agreement.

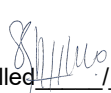
Without exceeding the total contract value, TI-S reserves the right to modify the amounts and timing of subsequent disbursements in line with the actual expenditure reported and planned on the project.

The amounts transferred under this agreement shall be treated as advances on TI-S books and held as open accounts, until settled by way of receipt and acceptance of a final narrative and financial report by TI-S.

- 8.2 The grant shall be used only for the purposes stated in this Agreement. Use and management of the funds shall comply with local regulations, generally accepted accounting practices and any specific donor requirements reflected in Annex III to this Grant Agreement.
- 8.3 TI-S reserves the right to suspend or cancel payments or claim repayment in part or in full, if the funds are found to be misused, not satisfactorily accounted for, and/or the stated project objectives and contractual requirements are not being met.
- 8.4 In case of an under-spend after implementation of the activities, such amounts shall be refunded to TI-S within 30 days after the end of the project.
- 8.5 Where co-funding is required to fund the project, the Partner is under an explicit obligation to independently raise these matching funds and provide evidence to TI-S regarding the amounts and sources. The Partner is required to inform TI-S in due course in case there is a risk for such obligation not being met and thus jeopardizing project implementation.
- 8.6 The partner is not entitled to issue directly any Payment Request for Funds to Siemens.
- 8.7 The project budget is in Euro, and the Partner is responsible for managing any foreign exchange risk arising from the conversion of the funds into local currency for project implementation. The foreign exchange rate for reporting purposes will be determined by TI-S based on the rate at which the grant is received in the local currency by the Partner or on any other rate deemed appropriate. When reporting to TI-S, the Partner must provide evidence of the relevant foreign exchange rate at which the grant was converted.
- 8.8 The grant will be transferred to the following bank account of the Partner:

**BANK DETAILS FOR PAYMENTS WITHIN THE SEPA
(Single Euro Payments Area)**

ACCOUNT HOLDERS NAME	Transparency International Espana
ADDRESS: STREET	c/Fortuny 53
TOWN	Madrid
POST CODE	28010
COUNTRY	Spain

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BANK NAME IN FULL	Caixa Bank S.A.
ADDRESS: STREET	Paseo General Martinez Campos 3
TOWN	Madrid
COUNTRY	Spain
ACCOUNT or IBAN NUMBER	ES5621006704040200100220
BIC / SWIFT CODE	CAIXESBBXXX

The Partner shall immediately inform TI-S of any change to the bank account details specified in this Agreement.

- 8.9 Expenditure must be incurred in line with the budget set out in Appendix II. Within this budget, Personnel Costs refers to all costs directly attributable to team members. Profit margins, overhead contributions or general internal costs, such as costs for a project financial manager or office costs, are not reimbursable and will not be accepted as valid expenditure when the Chapter reports to TI-S. Upon reporting, payslips, employee contracts and bank statements evidencing salary payments will be required in line with clause 9.1. TI-S may require the Chapter to submit further information, including CVs, of any staff members assigned to the project that may then be passed onto Siemens.
- 8.10 Within the budget in Appendix II, Travel Costs are, for example, costs for flights, accommodation and per diems for food. Travelling shall generally be made in economy class. Travel costs shall be reasonable. For travel costs the Chapter may budget lump -sums for daily allowances, accommodation and car use (Euro-cent per km) related to local travel. For international travel actual costs for flights as well as per diems and accommodation allowances shall be budgeted based on local tax regulations.
- 8.11 Within the budget in Appendix II, Publication or event-related costs shall include any costs directly allocable to events and publications which form part of Project activities apart from personnel costs and general Project costs (see clause 8.9) e.g. conference facilities, catering, printing, programming of a website, marketing or design and dissemination of a publication.

9. REPORTING

- 9.1 The Partner agrees to keep a record of all expenditures incurred under this Agreement and will provide TI-S with financial and narrative implementation reports by the dates outlined below. The financial report shall be accompanied by supporting documentation listed in Annex IV. Templates for both narrative and financial reporting will be made available by TI-S. Funds used in breach of the Agreement shall be accounted for and repaid within 30 days of TI-S' request for a refund funds.

Reporting	Date
Interim financial and narrative reporting for period from 01/06/2022 to 30/09/2022	15/10/2022
Interim financial and narrative reporting for period from 01/10/2022 to 31/03/2023	15/04/2023
Interim financial and narrative reporting for period from	15/10/2023

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01/04/2023 to 30/09/2023	
Interim financial and narrative reporting for period from 01/10/2023 to 31/03/2024	15/04/2024
Final financial and narrative reporting for period from 01/04/2024 to 30/05/2024	15/06/2024

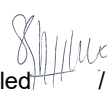
- 9.2 TI-S reserves the right to exclude from the final report to the donor any item of expenditure reported by the Partner deemed, according to TI-S' own interpretation, not in compliance with the donor's rules. In any case, the Partner shall consult with the relevant financial management guidelines and advice as provided by TI-S to ensure best practice in the management of the funds.
- 9.3 TI-S reserves the right to hold back payments under this agreement in case of non-compliance by the Partner with requirements embedded in any other agreements between the Parties, particularly with regards to the submission of project interim or final financial reports, project audits or other documentary evidence.
- 9.4 The Partner is required to provide TI-S with the latest Financial Statements prior to the start of this Agreement; and then annually, within 3 months of their release, with the Financial Statements falling within the validity of this Agreement.
- 9.5 The Partner and TI-S also agree for project proposals, outputs and narrative reports (or parts of these documents) to be made available to other Partners and the broader TI Movement to encourage the sharing of knowledge, learning and good practice.

10. ENTRY INTO FORCE AND DURATION

- 10.1 This Agreement shall enter into force upon signature by both Parties.
- 10.2 The Agreement shall remain in force until 30 June 2024 unless it is terminated in accordance with provisions 10.2 or 10.3.
- 10.3 The implementation period of activities is from 1 June 2022 to 30 May 2024.

11. AMENDMENTS AND TERMINATION

- 10.1 Any amendment or modification to this Agreement shall be agreed upon between the Parties in writing.
- 10.2 Both Parties are entitled to terminate this Agreement in writing at any time by observing a notice period of **1 month**.
- 10.3 Both Parties are entitled to terminate this Agreement for good cause with immediate effect. Good cause includes, but is not limited to:
- a) breach of a provision to this Agreement, including provisions in Annex III, which remain without remedy for **two weeks** after written notice of breach has been served;

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- b) breach of a material provision to this Agreement, including provisions in Annex III, which are not capable of remedy.

10.4 In accordance with Annex III - Additional Provisions, any corrupt or illegal behaviour constitutes a violation of this Agreement and justifies its immediate termination.

12. DISPUTE RESOLUTION AND JURISDICTION

12.1 The Parties shall seek to resolve any conflict through mutual discussion and consultation.

12.2 In case of continued disagreement, the Parties shall refer the matter to a mutually agreed mediator, with the costs borne equally by both sides. The Parties may also choose to submit the matter to independent and binding arbitration, subject to a mutual agreement.

12.3 Failing the process above, the Parties may bring legal proceedings to the judicial authorities.

12.4 The place of jurisdiction for all disputes arising out of or in connection with this agreement shall be Berlin, Germany.

13. MISCELLANEOUS

13.1 This Agreement shall be governed by the laws of the Federal Republic of Germany.

13.2 If any of the provisions of this Agreement shall become or be held invalid or unenforceable, all other provisions hereof shall remain in full force and effect.

13.3 This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

For Transparency International Spain

_____, _____

(Place) (Date)

Firmado por 50829279S
SILVINA BACIGALUPO (R:
G84845361) el día 24/05/2022
con un certificado emitido por
AC Representación

Silvina Bacigalupo Saggese, Chair,
Transparency International Spain

For TI-S:

Berlin, _____ 10 May 2022 _____

(Date)



Ravi Prasad, Head of Global Policy & Advocacy
Transparency International Secretariat

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ANNEX I : Terms of Reference/Project outline

Title of project or assignment

1. Background

Transparency International – Secretariat (TI-S) is the coordinator of the *Bolstering Integrity in Public Contracting: A Reinforced Approach and Coalition on Integrity Pacts* project, which is funded by the Siemens Integrity Initiative (SII). The project runs from July 2021 until June 2024

The Integrity Pact (IP) is a widely known mechanism designed to uphold the law in public contracting procedures and quickly address corruption risks. Although it has been implemented in more than 30 countries, its adoption remains mostly exceptional or intermittent. However, a rising public contracting wave is driving up social demand for its adoption in critical sectors and projects, and particularly for more precise guidance and references for its adequate implementation.

Building on its extensive work and experience in the field of public contracting, Transparency International (TI) is implementing a project to reinvigorate the Integrity Pact as a golden standard in public procurement and expand global and national coalitions promoting its adoption in critical investments and regulation. The initiative will: 1) reframe and strengthen the Integrity Pact as a global anti-corruption standard; 2) widen the number of policy and business leaders who promote the application and implementation of the Integrity Pact as an anti-corruption standard; and 3) embed the Integrity Pact standard in key contracting projects or regulation in three countries – Romania, Spain, and Argentina.

2. Roles and Responsibilities

TI-S is the main recipient and implementing organisation of the SII grant. The three TI national chapters in Romania, Spain, and Argentina will support TI-S in the implementation of the Objective 3: To embed the Integrity Pact standard in national or local public contracting projects or regulation in three countries.

3. Objective

The objective of the grant agreement is to support TI-S in the Objective 3 of the project, in particular with the implementation of the two activities:

- Develop a set of targeted national advocacy strategies (3 countries, one per each country/chapter) to promote adoption and implementation of Integrity Pacts.
- Build and sustain three national multi-stakeholder coalitions (one per each country/chapter) for the promotion of the Integrity Pact as an anti-corruption standard.

4. Scope of Work

The project activities are to be performed between 1 June 2022 to 30 May 2024 in coordination with TI-S.

5. Description of Work

The three national chapters are expected to conduct the following work:

Objective	Activities	Outputs	Timeline (Deadline) ¹
	Baseline assessment	- Collection of the baseline and recalibration of the endline targets (if necessary)	June 2022

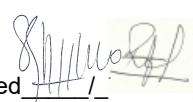
¹ Siemens Fiscal Year e.g. from October 1, 2021 to September 30, 2022

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MEL system	Internal reflection workshops	- Attendance of internal reflection workshops organised by TI-S each 6 months	10.2022-10-2023
Objective 3 To embed the Integrity Pact standard in national or local public contracting projects or regulation in three countries	3.1 Develop a set of targeted <u>national</u> advocacy strategies (3 countries, one per each country/chapter) to promote adoption and implementation of Integrity Pacts.	- Mapping of national stakeholders on public contracting. - 3 policy papers (one per country) on national trends and challenges on integrity and public contracting. - 3 national (one per country) advocacy plans. - 3 national flagship reports (one per country) on the relevance of the Integrity Pact.	07.2022 – 12.2022 (Project year: 2) (Fiscal year: 3)
	3.2 Build and sustain three national multi-stakeholder coalitions (one per each country/chapter) for the promotion of the Integrity Pact as an anti-corruption standard.	- At least, 2 national or sectoral sessions per country with business leaders on challenges on public contracting and Integrity Pacts. - At least, 1 briefing session to media and journalists on Integrity Pacts. - At least, 1 briefing session to legislators on Integrity Pacts per country. - Additional advocacy activities to be considered according to each country's needs and political context, such as: (a) participation in high-level events to promote Integrity Pacts, (b) participation in media discussions related to public contracting, and (c) trainings for local CSOs, among others. - Series of knowledge-exchange sessions between chapters for campaign development and deployment support	01.2023 – 06.2024 (Project year: 3) (Fiscal year: 4)

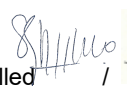
6. Communication with TI

The contact person at TI-S is Antonio Greco – agreco@transparency.org

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ANNEX II: Budget

Objective / Activity	Cost category	Total of all costs ²⁾ in EUR	Split of costs per Year in EUR			
			Year 1	Year 2	Year 3	Year 4
			Jul 1, 2021 - Sep 30, 2021	Oct 1, 2021 - Sep 30, 2022	Oct 1, 2022 - Sep 30, 2023	Oct 1, 2023 - Jun 30, 2024
Objective 3: To embed the Integrity Pact standard in national or local public contracting projects or regulation in three countries						
Activity 1 Develop a set of targeted national advocacy strategies (3 countries) to promote adoption and implementation of Integrity Pacts				7,500	7,500	
Staff costs				6,750	6,250	
Consultancies					1,000	
Other costs (please specify and list two-three biggest items)	layout and publication costs for the paper and report			750	250	
Activity 2 Build and sustain three national multi-stakeholder coalitions for the promotion of the Integrity Pact as an anti-corruption standard.					22,450	22,450
Staff costs					18,000	20,250
Consultancies					2,250	
Other costs (please specify and list two-three biggest items)	events/workshops/sessions costs and training costs (trainers fees, training materials, platform, flyers)				2,200	2,200
TOTAL Costs		59,900		7,500	29,950	22,450

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ANNEX III: Additional Provisions**ADDITIONAL PROVISIONS**

The following provisions reflect terms and conditions as set out in funding agreements between TI-S and its donors. Any recipient of sub grants, deriving from TI-S core and project resources is under the same obligation to comply with donor requirements and any breach thereof may result in suspension or termination of the grant funding.

1. ANTI - CORRUPTION

- 1.1 No offer, payment, consideration or benefit of any kind which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – neither directly nor indirectly – as an inducement or reward in relation to activities funded under the Grant Agreement, including tendering, award, or execution of contract.
- 1.2 The Partner shall work actively to prevent corruption, illegal or improper handling or other form of misuse of funds. When planning and implementing activities under the Grant Agreement, the Partner shall take the risk of corruption into account and identify key risks and risk mitigation measures.
- 1.3 If at any stage the Partner becomes aware of, or suspects, any misappropriation or diversion of funds or possible fraud or corruption the Partner must report the matter immediately in writing to TI-S.

2. ANTI - TERRORISM

- 2.1 The Partner is committed to taking appropriate steps to ensure that funds are not used to provide assistance to, or otherwise support, terrorists or terrorist organizations.
- 2.2 No such funds, other financial assets and economic resources will be made available, directly or indirectly, to, or for the benefit of, a natural or legal person, group or entity associated with terrorism consistent with relevant United Nations resolutions, European Union measures and other international standards, relating to counter terrorism and in particular the financing of terrorism.
- 2.3 If, during the course of the Agreement, the Partner discovers a link with any organization or individual possibly considered a terrorist entity by international standards, the Partner must immediately inform TI-S in writing. A prompt response and action plan will be jointly devised in order to adequately mitigate potential risks.

3. EMPLOYMENT POLICY

The Partner shall comply with good corporate governance, assuring that employment policies/practices implemented comply with internationally recognized equality standards on disability, gender and child protection.

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4. ENVIRONMENTAL POLICY

The Partner shall pay due regard to the environmental impact of its activities under this Agreement.

5. REPORTING ON IRREGULARITIES

- 5.1 If any changes occur, which significantly impair the developmental value of the funding arrangement, the Partner shall inform TI-S immediately in writing.
- 5.2 The Partner is obliged to immediately inform TI-S in writing of any changes including major changes to planned project activities, or if irregularities in the management of funds are foreseen or have occurred. This also applies where a delay occurs in the envisaged progress of activities, or where other essential changes occur in relation to the original conditions of the grant.

6. RIGHT OF INSPECTION

- 6.1 TI-S is entitled to request all relevant information, which has a bearing on the implementation and progress of activities, and to carry out physical and financial inspections at any time in respect of activities undertaken with TI-S funds, also after termination of the Agreement. The Partner shall cooperate with and assist TI-S in the process of monitoring, evaluation, review, audits or similar activities. TI-S reserves the right to conduct unannounced inspections.
- 6.2 The right of inspection as outlined in 6.1 may also extend to TI-S' donors. The Partner shall render every assistance to the officials appointed by the donors to carry out such an inspection and shall allow them access to the documents relating to the grant.

7. PRESERVATION OF DOCUMENTS AND AUDITING

- 7.1 The Partner shall retain all records related to the Agreement until the end of the tenth year after TI-S' last payment. They shall be kept in a safe and orderly manner, preferably in digital form and must be easily accessible / retrievable.
- 7.2 The Partner must supply TI-S with a copy of their annual accounts, where applicable, audited by an independent firm of professional auditors. These will include a management assertion of the existence and satisfactory performance of procedures and controls to mitigate the major risks to which the Partner is exposed in administering its funds, including the funds received under this Agreement.

8. BRANDING

Upon request by TI-S, the Partner, when referring to activities, fully or partly financed in accordance with the Grant Agreement, shall recognize and make public that activities are financed by TI-S' donors.

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ANNEX IV: List of Supporting Documentation for Financial Report

1. Human Resources
Employee contract per person working on the project including name and address of employer and employee, employee name, job title, tasks to be performed, working hours, salary and signed and dated by employer and employee.
Payslip for each month worked for each employee, showing gross and net salary amounts.
Bank statements for payments to employee matching with payslip
Payroll reconciliation report for all employees in the organisation for each month worked- this is only required if it assists in agreeing the numbers on the payslip to the expenditure amounts claimed in the workbooks
2. Travel
Flight, visa, hotel and any related invoices .
For per diems, a reimbursement claim showing amount, payment to employee, signed by the employee and employer.
Taxi receipts
For reimbursement of mileage if a private car is used, a reimbursement claim showing amount, payment to employee, signed by the employee and the employer.
Bank statements for all payments made.
3. Consultants, service providers and other costs
Contract including name and address of partner and supplier, tasks being completed, dates for service provision, cost of service per unit, number of units to be provided and VAT if applicable.
Invoice including name and address of partner and supplier, date, nature of service provided, cost of service per unit, number of units, total cost, currency and VAT if applicable.
Bank statements for all payments made.
4. Workshops and meetings
Contract including name and address of partner and supplier, tasks being completed, dates for service provision, cost of service per unit, number of units to be provided and VAT if applicable.
Invoice including name and address of partner and supplier, date, nature of service provided, cost of service per unit, number of units, total cost, currency and VAT if applicable. Invoices for events should include the number of participants/price per person.
Bank statements for all payments made.
5. FOREX
Bank statement for the funds received in local currency
To note
If payments are made in cash, a cash receipt should be written and approved by the partner that states the amount of cash paid out, the date, and to whom the cash has been paid to.
Screenshots of bank statements, contracts or invoices are not acceptable forms of documentation.
For documents in other languages, key terms should be translated. If this is not possible or has not already been performed by the partner, the partner should translate the key terms.

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