

DECLARATION OF THE RECIPIENT OF FUNDING

Introduction

DSZ – International Giving Foundation (IGF), Stifterverband and Deutsches Stiftungszentrum GmbH fulfil diligent care in correspondence with its cooperation partners before, during and after the funding. During the due diligence examination, cooperation partners and recipients of funding are carefully checked for economic, legal, tax, and financial circumstances in the context of bribery, corruption, and money-laundering prevention.

Due Diligence audit

Only organisations with a recognised non-profit status, such as associations, NGO's or Foundations, can be supported. Before signing this declaration, please make sure that an application form on <https://dsz-internationalgiving.org/donation-process/receiving-organisation/?lang=en> has been filled out. In addition to the application the IGF also requires uploaded documents, such as

- an **official recognition of the non-profit status** from the responsible financial authorities (original and in English language),
- last **notice of tax exemption** from the financial tax authorities (original and translated)
- the **statutes / bylaws** (original and English language),
- a revenue and expense statement or latest annual report / annual financial accounts and
- if appropriate further information about the specific project that is to be supported: Budget, Project description or other relevant documents.

We declare that all documents submitted are up-to-date and not falsified. Notarised or sworn documents are not necessary, but are appreciated.

Use of funds

To receive funds from DSZ – International Giving Foundation (IGF), we declare the following:

1. We shall spend all funds received from IGF exclusively and as soon as possible for non-profit or charity purposes according to the statutes.
(A foreign recipient entity must pursue charitable or non-profit purposes similar to that operated in Germany according to AO § 52 (2). Only if the conditions are met funding can be authorized.)

2. We agree to send an official acknowledgment of receipt to IGF via E-Mail as soon as funds have been credited to the Recipient's bank account, no later than two weeks after transaction.
3. We accept to submit a detailed report in order to verify the use of funds. We commit ourselves to present this documentation no later than 1 month after the total allocation of the funding or 6 months after the receipt of the funding at the latest. For long-term projects, regular reports (at least once a year) of the project and its progress must be submitted no later than 31st of December.
(Grants to foreign countries are subject to increased information and burden of proof regarding the use of funds. Documentation of the use of funds are checked on a regular basis by the tax office.)
4. We agree on the following composition of the reporting:
 - a. **The narrative report** –compiled in German or English, Word-format or PDF-format – compares the actual progress with the envisaged progress of the project as specified in the project proposal, describing success and failure, as well as impediments and measures to overcome them.
 - b. **The financial statement** –compiled in German or English, Excel or PDF-format – includes a comparison of all planned income and expenditures and the actual income and expenditures. It also includes the documentation of the project, such as scans of original invoices, reports etc. to support the statement. The final report must be submitted by email to the managing director martin.voegerl@stifterverband.de and info@dsz-internationalgiving.org .
5. We acknowledge that the prolongation of any fixed period of time and/or exceptions of the duty to hand over receipts have to be arranged with IGF beforehand and in writing. We declare to spend the funds for the envisaged purpose only. The project proposal in the application form and the budget are considered as binding basis for the implementation of the project.
6. Institutional support is possible. In this case the Recipient has to highlight the donation or the funds with special emphasis in the financial report as well as a yearly project report. In case of institutional support, we grant IGF the right to demand further evidence, for instance accounting documents to proof payment of staff salaries.
7. We agree to be listed on the homepage <https://dsz-internationalgiving.org> as an official project partner and agree with publications concerning the project. If he does not agree to this, we must make this clear before the start of the project in written form.
5. The Recipient declares further due diligence:
 - that all information of the project proposal is in accordance with the facts and has been given to the best of his knowledge and belief;
 - that all preliminary conditions for the realization and a quick start of the project are given and that no legal or other reasons preclude the implementation of the project.
 - that there is a general agreement about the terms of the IGF according to the “Declaration of the Recipient of Funding”.

- that the funded organisation does not discriminate against any person or group of persons in its recruitment and employment practices, behavioural policies, programmes, services or in other operations and activities on the basis of the personal characteristics or attributes of those persons or groups of persons (sexual orientation, gender, etc.)
 - that the donor will not use donations received from the if to bribe government or public officials, to improperly obtain an advantage in political or legal proceedings, or in the course of unlawful business activities.
 - that the funds are only used to fulfil the statutory purposes and that the funds are not forwarded to private individuals at all.
 - that our administrative expenses do not exceed 50% compared to our funding expenses
 - that unused funds would be transferred back to the donor (via IGF) or to another non-profit entity with same statutory purposes in the event of dissolution of the organisation.
8. We are aware that the funding can be demanded back by IGF if there is no compliance with any of the obligations mentioned in this agreement or if any other due diligence was violated.
9. We will immediately inform IGF by email if:
- we intend to change the concept of the project.
 - the target of the project cannot be achieved within the duration time or if any other obstacles prevent the project implementation,
 - the planned total expenditures are reduced or increased.
 - we lose status as recognized public institution.
10. Representatives of the Donor and the IGF may visit the project at all times upon prior consultation and request information about the status quo, the progress and the players involved.
11. The Donor can block other future payments or request the reimbursement of paid out funds if:
- the project implementation has not been started within six months after the date, at which Recipient had the project funds at his power of disposal,
 - the funds have not been used according to this Agreement,
 - other requests of the IGF according to the “Declaration of the recipient of funding” could not be provided or satisfied.
12. To this Agreement as well as its interpretation applies exclusively the law of the Federal Republic of Germany with no international conflict of law rules. Place of jurisdiction for any disputes arising from this Agreement is Essen, registered office of Deutsches Stiftungszentrum GmbH, trustee of IGF.
13. The Recipient agrees that the exchange of pdfs shall have the same legal force and effect as the exchange of hard copies with original signatures.

Anti-Corruption policy

14. to the best of our knowledge, we declare that our organisation does not employ or engage any person or institution that is or has been on any "watch list", including without limitation: anti-terrorism, anti-money laundering, anti-bribery or other similar "watch lists" such as those of the us department of treasury's office of foreign assets control (ofac), the specially designated nationals list, the eu consolidated list and the "osfi consolidated list". your organisation agrees to notify if as soon as possible if it is no longer able to make this declaration.
15. We declare that no quid pro quo or gifts have been or will be received in order to obtain donations or funding. We take care to present our income and expenditure in a transparent manner.

We accept all terms & conditions of this agreement.

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name of the organisation, address

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place, date

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signature of the legal representative(s) of the organisation

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name in full