

Accountable Sub-Grant Agreement – ‘Global advocacy on AI – Brazil’

Global Partners Digital, legally registered as Global Partners Digital Limited of 68 Hanbury Street, London, E1 5JL, United Kingdom, company number 10573080, (the Grant Holder)

of the one part, has agreed to make a Sub-Grant of funds to:

Transparencia Brasil

R. Prof. João Marinho, 161, São Paulo - SP, 04007-010. Brazil.

(The Sub-Grantee)

of the other part, upon the following terms,

Article 1 – Purpose of the Sub-Grant

1 (1) The Sub-Grant is awarded in the context of the project “*Shaping Global Norms and Principles on AI: Promoting a Human Rights Approach*”. The project is led by the Grant-Holder and funded by the German Federal Ministry for Foreign Affairs (the Funder). The title, purpose, outputs, and activities of the Project are set out in the Final Proposal (see Annex C). The overarching goal of the Project is:

To promote a human rights approach to artificial intelligence by shaping the outcomes of relevant international debates.

1 (2) The Sub-Grant is made for the implementation of a specific set of activities, the ‘Global advocacy on AI – Brazil’ Sub-Project, and is carried out by the Sub-Grantee according to the Terms of Reference and deliverables outlined in Annex B. Subject to Article 6 below, the activities and deliverables of the ‘Global advocacy on AI – Brazil’ Sub-Project may be amended only by written agreement of both parties.

1 (3) The Sub-Grantee will be awarded the Sub-Grant on the terms and conditions set out in this document and its Annexes, and which the Sub-Grantee hereby declares it has taken note of and accepts.

1 (4) The Sub-Grantee accepts responsibility for the Sub-Grant and undertakes that it will be used only for the purposes of carrying out the ‘Global advocacy on AI – Brazil’ Sub-Project in accordance with the Final Proposal (Annex C).

Article 2 – Duration of Sub-Grant

2 (1) Implementation of the Sub-Grant will begin on **01 September 2021** and end on **31 December 2021**. Any amendments to this period are subject to agreement in writing by the Funder and the Grant-Holder.

Article 3 - Financing the Operation

3 (1) Subject to Article 7 below, the Grant-Holder shall provide up to a **maximum of EUR 3850 towards** the total costs of the ‘Global advocacy on AI – Brazil’ Sub-Project.

3 (2) Payment will be made in two instalments according to the Payment and Reporting Schedule set out in Annex A. Any additional costs incurred in the delivery of the Services will need to be previously agreed upon by both parties and will require written confirmation.

Article 4 – Reports and Payments

4 (1) On 10 January 2022, the Sub-Grantee shall provide a project narrative report. The reporting schedule is laid out in Annex A. The report should follow a template which will be provided by the Grant Holder.

4 (2) On 10th January 2022, the Sub-Grantee shall submit a financial report stating how the funds were spent during the duration of the project. The reporting schedule is laid out in Annex A. The financial report should follow a template which will be provided by the Grant Holder.

- 4 (3) All financial reports should include scanned copies of all invoices and receipts. These should be referenced according to guidelines which the Sub-Grantee will be provided by the Grant Holder. The Sub-Grantee should retain all originals of invoices for the duration of three years after submission of the Final Project Report.
- 4 (4) Items spent against the Sub-Grant must be clearly identifiable within the Sub-Grantee's accounts.
- 4 (5) The Grant Holder reserves the right to commission an external audit of the financial report covering the implementation of the 'Global advocacy on AI – Brazil' Sub-Project, at any time.
- 4 (6) The Grant Holder reserves the right to reclaim at any time within a period of 3 years after the date of this Accountable Sub-Grant Agreement any Sub-Grant funds which remain unspent at the termination of the 'Global advocacy on AI – Brazil' Sub-Project, or funds spent on purposes which do not fall within Sub-Grant deliverables, or which are unaccounted for.
- 4 (7) The Sub-Grantee shall allow access for the Funder, the Grant Holder or their representatives to project sites and to all relevant records for the purposes of monitoring, evaluation and audit.

Article 5 – Monitoring and Evaluation

- 5 (1) The Grant Holder will supervise the progress of the 'Global advocacy on AI – Brazil' Sub-Project throughout and reserves the rights to carry out monitoring/evaluation visits at a time agreed with the Sub-Grantee upon reasonable notice being given or to appoint an external evaluator.
- 5 (2) The method and timing of any evaluation of the 'Global advocacy on AI – Brazil' Sub-Project will be at the discretion of the Grant Holder.
- 5 (3) The Sub-Grantee will make staff available to meet with, answer questions and provide management information to the evaluator appointed by the Grant Holder.

Article 6 – Amendment of the Accountable Sub-Grant Agreement

- 6 (1) This Accountable Sub-Grant Agreement may be amended only by written agreement of both parties. This includes amendments to the Sub-Grant Budget, Deliverable (Annex B), and Payment and Reporting Schedule (Annex A).

Article 7 – Termination of the Accountable Sub-Grant Agreement

- 7 (1) Either party may terminate this Accountable Sub-Grant Agreement upon one month's written notice to the other if:
- the other party commits a material breach of any terms of this Accountable Sub-Grant Agreement;
 - or
 - there is a force majeure event which prevents the implementation of the Project.
- In addition, the Grant Holder may terminate this contract, upon one month's notice to the Sub- Grantee, if:
- any changes occur which, in the opinion of the Grant Holder, significantly impair the value of the Sub-Grantee's contribution towards the purpose and objectives of the Project.
 - the Grant Agreement between the Grant-Holder and the Funder is terminated or altered so that the funding available for the Project becomes, or is likely to become, in the Grant Holder's sole opinion, insufficient for it to continue to finance the 'Global advocacy on AI – Brazil' Sub-Project.
- 7 (2) A joint review between the Grant Holder and the Sub-Grantee shall be undertaken at any time during the implementation of the Project if the Grant Holder considers it necessary to refocus the 'Global advocacy on AI – Brazil' Sub-Project outputs and outcomes. If the Sub-Project is not achieving the agreed activities and deliverables, the Grant Holder may terminate the 'Global advocacy on AI – Brazil' Sub-Project at any stage.
- 7 (3) Upon termination of this Accountable Sub-Grant Agreement, the Sub-Grantee shall provide financial and narrative reports (including copies of invoices and receipts) up to the date of such termination.

- 7 (4) Upon termination of this Accountable Sub-Grant Agreement the Grant Holder retains the right to recover any funds given to the Sub-Grantee under this Accountable Sub-Grant Agreement which have not been used for the purposes of implementing the 'Global advocacy on AI – Brazil' Sub-Project or cannot be accounted for.

Article 8 – Acknowledgement of Funding

- 8 (1) Under the terms of the agreement with the Funder, the Grant Holder is not required to publicly acknowledge the support of the donor in any aspect of the program resulting from this award.
- 8 (2) Subject to 8(1) the Grant Holder retains the right to name the Sub-Grantee as a recipient of funds under the Project but will endeavour to consult the Sub-Grantee in advance if relevant.

Article 9 – Liability

- 9 (1) The Sub-Grantee undertakes to provide adequate supervision of and care for its staff, agents and visitors, and accepts that in no circumstances will the Grant Holder be responsible for the acts or omissions of the Sub-Grantee's staff, agents or visitors or for any loss or liability arising as a result of the 'Global advocacy on AI – Brazil' Sub-Project, which remains the entire responsibility of the Sub-Grantee.
- 9 (2) Where the Funder has publicly advised against all travel to a country or region where the Project is to be implemented or where the Funder or Grant Holder have highlighted specific security or safety concerns, the Sub-Grantee must liaise closely and in good time with the Grant Holder about the feasibility of travel to such country or region. Nevertheless, the Sub-Grantee shall be responsible for obtaining security advice from security providers that are established and reputable with appropriate experience, qualified personnel and insurance cover. The costs of any specialist security provision shall be borne by the Sub-Grant budget.

Article 10 – Intellectual Property Rights

- 10 (1) All material produced by the Sub-Grantee during the course of the Project will be licensed under a Creative Commons License. The Sub-Grantee may choose whichever Creative Commons License is most appropriate.
- 10 (2) Save as provided in Article 10(1) above this Accountable Sub-Grant Agreement shall not vest in either party any rights over the other party's intellectual property rights.
- 10 (3) The Sub-Grantee warrants, represents and undertakes that its implementation of the 'Global advocacy on AI – Brazil' Sub-Project under this Accountable Sub-Grant Agreement will not infringe any intellectual property rights of any third party. The Sub-Grantee agrees to indemnify and hold harmless the Grant Holder against all liability, loss, damage, costs and expenses (including legal costs) which the Grant Holder may incur or suffer as a result of any claim of alleged or actual infringement of a third party's intellectual property rights by reason of Sub-Grantee's implementation of the 'Global advocacy on AI – Brazil' Sub-Project.

Article 11 – Dispute Resolution

- 11 (1) The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Accountable Sub-Grant Agreement.

Article 12 – Entire Agreement

- 12 (1) This Accountable Sub-Grant Agreement constitutes the entire agreement between the parties hereto (including terms of reference where applicable) and supersedes all negotiations, representation, or agreements either written or oral preceding it, without prejudice to the Authority's rights and remedies at law or otherwise.

Article 13 – Applicable regulations

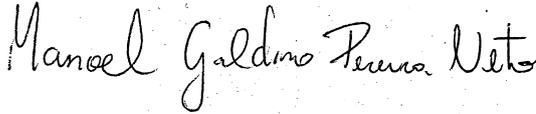
- 13 (1) The recipient hereby assures and certifies that it is in compliance with and will comply in the course of this award with applicable laws, regulations, and executive orders, and other generally applicable

requirements and all terms and conditions set forth in the basic grant under which this Sub-Agreement is awarded.

Article 14 – Law

14 (1) This Accountable Subgrant Agreement will be governed by and construed in accordance with English law and the Sub-Grantee hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction will not (and will not be construed so as to) limit the right of the Grant-Holder to take proceedings against the Sub-Grantee in any other court of competent jurisdiction, nor will the taking of proceedings by the Grant-Holder in any one or more jurisdictions preclude the taking of proceedings by the Grant-Holder in any other jurisdiction, whether concurrently or not.

Signed for the Sub-Grantee



Signed for the Grant-Holder



Name Manoel Galdino
Title Executive director
Date: 01. September 2021

Name Rebecca Zausmer
Title Chief Operating Officer
Date: 01. September 2021

Annex A Payment and Reporting Schedule
See Annex A below.

Annex B ‘Global advocacy on AI – Brazil’ Terms of Reference and Deliverables
See Annex B below.

Annex C The Final Proposal
See Annex C below.

Annex A Payment and Reporting Schedule

Reporting Requirements:

The Sub-grantee is expected to arrange monthly calls with GPD to discuss any relevant developments in the project and to keep GPD informed of project developments via email or calls.

In addition, the Sub-grantee should submit a project Narrative Report and Finance Report covering the entire project period **by Monday, 10th January 2022**.

GPD will provide templates for the finance and narrative reporting

The Narrative Report should include:

- Assessment of key project achievements and progress towards national project objectives.
- A summary of activities implemented and information on how project expenses link to these.
- If needed, detail as to why any established goals were not met; and

The Finance Reports should state how the funds were spent during the duration of the sub-project. The financial reports should include scanned copies of all invoices and receipts. These should be referenced according to guidelines which the Sub-Grantee will be provided by the Grant Holder. The Sub-Grantee should retain all originals of invoices for the duration of three years after submission of the Final Project Report.

Payment Schedule:

The Grant Holder will pay the Grantee according to the following Payment Schedule following receipt of invoice and according to the terms and conditions set out in this Contract above:

- 50% of the value of the contract will be paid upon commencement of the project.
- 50% of the value of the contract will be paid upon successful completion of the project.

Annex B Terms of Reference and Deliverables

This document outlines the objective and Terms of Reference of the Global Advocacy engagement under the project “**Shaping Global Norms and Principles on AI: Promoting a Human Rights Approach**”.

The partners’ global advocacy engagement is part of the overall project, which is implemented between January - December 2021.

The overarching goal of the project is the following:

To promote a human rights approach to artificial intelligence by shaping the outcomes of relevant international debates.

As part of the project, the organisation **Transparencia Brasil** will be supported to engage in the two processes outlined below.

The details of the engagement and its objective are laid out below:

Process:

- the UN Human Rights Council,
- the Ad hoc Committee on Artificial Intelligence and UNESCO from a human rights perspective

Deliverables and advocacy engagement:

- I. **Engage in advocacy and coordination activities related to the UN Human Rights Council and the Ad hoc Committee on Artificial Intelligence and UNESCO from a human rights perspective.**
 - A. Participation at a fireside chat on engaging at the Human Rights Council with Fridtjof Dunkel (First Secretary of the Permanent Mission of the Federal Republic of Germany to the United Nations)
 - B. Participation in a capacity-building session on opportunities for engagement in global processes on AI policy
 - C. In coordination with GPD, develop analysis, joint statements responses and/or responses to relevant policy outcomes and texts adopted by the relevant policy forums, including
 1. the UN Human Rights Council,
 2. the Ad hoc Committee on Artificial Intelligence and UNESCO from a human rights perspective
 - D. Where possible, engage in direct advocacy with relevant policy makers and advocacy coordination and information sharing efforts with GPD and other project partners.
- II. **Completing a mapping exercise of future opportunities for regional and global engagement on AI policy.**
- III. **Developing a clear and strategic plan for future engagement in one or more of these processes**

The **Federal Republic of Germany**, represented by the Federal Minister for Foreign Affairs, the latter acting through the agency of Darius Rahimi, Head of the Political Department, Embassy of the Federal Republic of Germany in London,

(hereinafter referred to as “the donor”),

and

Global Partners Digital Limited in London, acting through the agency of Lea Kaspar, Executive Director of Global Partners Digital Limited

(hereinafter referred to as “the recipient”),

shall, on the basis of German law, conclude the following

Agreement

1. Granting of an allocation

The donor shall grant the recipient in the deficit-financing mode a non-repayable allocation of up to

88,410 EUR

(in words eighty-eight thousand four hundred and ten euros)

for the project Shaping Global Norms and Principles on AI: Promoting a Human Rights Approach (intended purpose of the allocation) referred to in the application dated 3 December 2020.

The allocation may only be requested and used to achieve the intended purpose of the allocation when the recipient’s own and other funds envisaged for the project have been exhausted.

If a deficit is to be financed pro rata by several donors, the allocation may only be requested pro rata with the financial support from the other donors.

Only funds needed to achieve the intended purpose of the allocation within the next six weeks may be requested and paid.

The recipient may agree or effect payments prior to completion of the relevant service or purchase only where this is customary or where justified in special circumstances.

The allocation is approved on the basis of the above-mentioned project application and the Financial Plan (version dated 3 December 2020), both of which are integral elements of this Agreement.

The allocation is intended exclusively to defray outlays necessary for the achievement of the intended purpose of the allocation.

Expenditure for supplies and services ordered by the recipient before concluding this Agreement and expenditure not related to the intended purpose of the allocation may not be financed (or partly financed) from the allocation.

2. Objectives

The following objectives are to be pursued with the allocation and the following indicators are deemed to be binding:

- Mapping and monitoring relevant forums and processes
- Advocacy strategy development
- Facilitating direct engagement in identified processes

The following indicators are deemed to be binding:

- Number of online hubs for international AI processes
- Number of international advocacy strategies developed
- Number of global South CSOs provided with capacity building opportunities
- Number of global South CSOs engaging in international processes
- Increase in strategic interventions in international processes
- Decision makers in international processes acknowledge considerations raised by CSOs

The objectives and indicators may only be altered by amending this Agreement. Attention is drawn in this context to the provisions of paragraph 18 of the present Agreement.

3. Authorised period

The authorised period shall be the time from 1 January 2021 to 31 December 2021.

The allocation may only be disposed of within the authorised period specified above.

Only expenses that solely benefit the intended purpose of the allocation and are set out in the attached Financial Plan are eligible for allocations, provided the payment date and/or cause falls within the specified authorised period.

Expenses of other kinds and expenses incurred outside the authorised period may not be met from the allocation.

The allocation referred to in paragraph 1 of the present Agreement shall be approved for the 2021 financial year (1 January to 31 December 2021). Parts of the allocation not disbursed by 31 December 2021 cannot be carried forward to the succeeding 2022 financial year.

Changes to the disbursement plan can only be made if funds are available. You have no legal right to amend the Financial Plan.

4. Provision of the allocation

The provision of the full amount of the allocation by the donor is dependent on whether the full amount of the allocation is actually available in the budget of the Government of the Federal Republic of Germany for the 2021 financial year (budget proviso).

The donor reserves the right subsequently to reduce the allocation or to terminate the present Agreement in the event that all or part of the funds required for the allocation should be unavailable due to unforeseeable circumstances (e.g. owing to a budget freeze).

The granting of funding does not necessarily mean that support will be provided on a similar scale in future.

The allocation is granted on the condition that the total financing of the project, including potential follow-up costs, is and remains guaranteed.

The recipient is aware that in any event it is required to meet in full all obligations arising under the present Agreement.

The recipient shall ensure that its project staff derive no better advantage than comparable employees in the civil service of the Federal Republic of Germany. The provisions that apply to the federal administration, in particular the law regarding collective bargaining, travel and removal expenses and the regulations on advance payments and canteen provision must be applied *mutatis mutandis*.

In order to prevent duplication of funding, it must be ensured that, for every post for which allocations are granted in connection with the project specified in paragraph 1, no more public funds are requested than are needed for one full-time job.

Where personnel costs or consultants' fees are paid using the allocation specified in paragraph 1, these may be liable to taxation both in the host country and in Germany; the individual recipient is responsible for paying any such tax to the relevant tax office.

Personnel files must be kept for every employee employed by the project; these files must contain full information about all details of the employment from recruitment to termination as well as all contractual documentation.

In principle, regular public means of transport are to be used for official trips. Air fares are only eligible for allocations if the flight is necessary for official or economic reasons, in particular

- for scheduling reasons that could not be anticipated in good time
- if flying is cheaper than other modes of transport
- if a total of at least one working day is saved.

Reasons justifying one-off exceptions must be given on the invoice submitted. If exceptions are wanted on a regular basis they must be agreed in advance with the donor. Travel expenses must in principle be settled according to the model prescribed for the Federal Administration. In particular, exact times must be given for departure from your starting point and arrival at your destination, if applicable with any stops in between, and times of border crossings. The cost of travel insurance (health insurance or cancellation insurance) is not eligible for allocations, even for project-related travel.

The recipient expressly confirms that the project referred to in paragraph 1 of the present Agreement has not yet begun.

5. Financial Plan

In accordance with paragraph 1 of the present Agreement and with regard to the items eligible for allocations, the Financial Plan in the version dated 3 December shall be deemed binding.

Individual items of the Financial Plan may be exceeded by up to a maximum of 20%, provided that the excess on each individual item is offset by savings elsewhere.

If, following approval of the allocation, the total expenditure envisaged for the intended purpose is less than stated in the Financial Plan, or new or additional funds become available, the allocation shall be reduced accordingly.

The allocation must be used cost-effectively and economically.

The allocation must not be used to create reserves.

6. Provisions of procurement law

The recipient shall implement the project alone and upon its own responsibility. For reasons of cost-effectiveness and economy, and to promote equal opportunities and transparency, any

contracts for supplies, construction work or services, as well as any concessions, are as a matter of principle to be awarded competitively. In particular, the recipient must obtain offers from at least three different bidders, must accept the most economical offer and must keep verifiable records of the entire bidding process. Contracts of a value of maximum 1,000 euros (without value added tax) may be awarded without a bidding process. In all other respects, the procurement law that attaches to the recipient shall be applied.

If the acquisition value (without value added tax) of an individual item exceeds 800 euros, the item must be inventoried on procurement. An inventory note must be made on the relevant bill. A list of all inventoried items (inventory list) must be attached to the interim and final Proof of Employment of Funds.

The recipient must take all necessary measures to protect and ensure careful use of all goods procured from the allocation. The recipient must inform the donor in writing of any loss, substantial damage or theft of inventoried items, and if in breach of its duty of care, replace them at its own cost. The report for the donor must clearly describe the items concerned, giving the date of purchase and price, their condition at the time of loss, damage or theft, their estimated current value and information about any fault on the part of the recipient's staff, any measures taken to replace the items and security measures to prevent future loss.

In the event of theft, a certified report from the local police authorities is to be included.

The retirement of inventoried items must be noted in the inventory list with a reason for the retirement.

The donor is entitled to examine or to instruct its representative to examine the inventoried items in situ.

Outlays in foreign currencies must be converted into euros; the exchange rates applied must be specified as must the current exchange rate of the cash office of the responsible mission abroad.

7. Safeguarding of rights

In the case of allocations relating to publications, the recipient undertakes to make available to the donor three free copies of each publication for the purpose of monitoring the measure and proving its objectives have been fulfilled.

The recipient undertakes to grant the donor intellectual property licences and to permit the transfer of intellectual property rights to the donor or allow the donor to share to an appropriate degree in the earnings derived from these rights in order to secure the fruits of the project for the public.

In the case of academic/scientific works, the recipient undertakes to allow the findings to be used by the public.

The recipient undertakes to make public reference to the financial support in an appropriate manner in agreement with the donor.

8. Prevention of corruption

The recipient undertakes to take appropriate personnel, organisational and administrative measures in order to prevent the allocation from being misappropriated, as well as to avoid the influence of corruption on project activities. The recipient shall stop all practices that could lead to allegations of corruption. The donor must be informed immediately if there is any indication that the intended purpose of the allocation is not being respected, or if there is other evidence of corruption or actions that could lead to criminal charges.

The donor may demand repayment of any already disbursed contributions if there are good grounds to believe that these payments have been misappropriated. The recipient will be given an opportunity to comment in advance.

9. Payment modalities

9.1. Payments by the recipient

The recipient may make payments before receiving the relevant service or purchase only to the extent that this is customary or justified in special circumstances. Any such special circumstances must be detailed in the Proof of Employment of Funds.

All receipts connected with the project must include all standard business details and enclosures and must be clearly ascribed to the project. Receipts relating to expenditure must in particular specify the payee, the grounds of payment, the date of payment, proof of payment and, in the case of goods of any price, their intended purpose. Blanket descriptions such as “Expenses for preparations” are not permissible. Receipts in foreign languages – except English – must be accompanied by a translation. At a minimum, the essential details of such receipts must be provided in the German or English language. When converting amounts in foreign currencies into euros, the exchange rate used must be specified.

Copies of the bill of consignment and lading, and other supporting documents for other individual items must be submitted with hauliers invoices.

If the allocation is transferred onwards in whole or in part pursuant to paragraph 6 of the present Agreement, the conditions pertaining to receipts must be imposed on the final recipient. The recipient shall be liable for misconduct on the part of the final recipient.

Receipts from which the purpose and occasion of a payment are not apparent without further investigation will not qualify for funding.

9.2. Request for the allocation by the recipient

The recipient shall request the allocation in instalments only to the extent that and not until it is needed for defraying outlays eligible for allocations which are likely to fall due within six weeks of such request.

The letter requesting the allocation must give details of the income and expenditure envisaged for the next six weeks, as well as of the own funds and third-party funds already defrayed.

Each request from the recipient should be submitted to the donor approx. two weeks prior to payment of the allocation in case there are any outstanding questions and to allow enough time for the request and payment to be processed.

9.3. Payment of the allocation by the donor

The allocation shall be transferred at the recipient's request in instalments to the following bank account:

Name of the recipient: GLOBAL PARTNERS DIGITAL LTD
Name of the bank: Barclays
Account number: 46964299
Sort code (BLZ): 204141
SWIFT code: BUKBGB22
IBAN: GB24 BUKB 20414146964299
Reference: Project AI and HR Building Civil Society 1st/2nd/... instalment

10. Interest

10.1. Interest on the allocation

If the recipient earns interest on the allocation (accrued interest), the donor must be informed in writing. The accrued interest must be declared and managed as project income up until the end of the authorised period. Upon expiry of the authorised period, the accrued interest must be transferred to the donor.

The accrued interest shall not be absorbed into the recipient's general budget and may not be used to finance project activities.

The accrued interest may not be used to offset any bank fees or bank service charges incurred.

10.2. Default interest

The donor shall be entitled to demand default interest from the recipient if

- a) an allocation is not used within six weeks of payment for the fulfilment of the intended purpose,
- b) the recipient requests the donor to pay an allocation even though its own funds or funds from third parties are to be used in the first instance or pro rata,
- c) the recipient does not immediately inform the donor of circumstances that could lead to demands for repayment,
- d) the recipient fails to repay immediately and without being asked
 - unused parts of an allocation remaining after conclusion of the project or after expiry of the authorised period, or
 - (accrued) interest earned.

The annual default interest rate shall be fixed from the date of the obligation to pay/repay until the date on which it is received by the donor at five percentage points above the relevant basic interest rate of the German Bundesbank.

11. Accounting and repayment modalities

The recipient undertakes to keep a current record of its finances with regard to the project specified in paragraph 1 of the present Agreement.

Should it become clear during or after completion of the project that any part of the allocation is not or is no longer needed for the intended purpose, such part – plus any (accrued) interest incurred – shall, immediately and without being asked, be:

transferred to account no. 86001040 at the Leipzig branch of the Deutsche Bundesbank (BLZ 86000000), IBAN: DE38860000000086001040, BIC: MARKDEF1860, account holder Auswärtiges Amt, quoting the responsible Division at the Federal Foreign Office and a cash reference. The donor must at the same time be informed in writing that this has been done.

12. Recipient disclosure requirements

The recipient is required to inform the donor without delay if

- after the application for the allocation has been submitted, the recipient applies for and/or receives additional financial support from other public institutions of the Federal Republic of Germany or the European Union for the same purpose. The same holds for financial support from third parties,
- the intended purpose or other circumstances crucial to the approval of the allocation change or no longer apply,

- it becomes clear that the intended purpose cannot be fulfilled, or cannot or can no longer be fulfilled with the approved allocation,
- parts of an allocation already paid cannot be used within six weeks of payment,
- bankruptcy proceedings have been opened or applied for with regard to the recipient's assets, or if the recipient ceases its activities for other reasons,
- the budgetary funds available for the current financial year are not requested. The last request for funds for the 2021 financial year must be submitted to the donor by 15 November 2021. As a rule, requests received after this date will not be processed. Funds that have not been requested are forfeited for that financial year. They may be claimed in future financial years subject to the funds being made available in the budget execution process.

13. Right of audit

The donor and the German auditing bodies shall be entitled to request books, receipts and other business documents and, if deemed necessary, to examine – or to have representatives examine – on site whether the allocation is being used in accordance with the intended purpose.

To this end, the recipient must have all receipts and documentation available and provide any necessary information during the audit.

The recipient undertakes to keep all original receipts proving income and expenditure, as well as all other documents relating to the financial support, for at least five years starting from the date of submission of the Proof of Employment of Funds.

If the recipient has an internal auditing body, it must examine the Proof of Employment of Funds before it is passed to the donor and certify that it has done so, giving details of its findings.

14. Breach of agreement

The donor reserves the right to withhold or reclaim payment of the allocation or parts thereof, in particular if

- incorrect or incomplete information was provided in order to obtain the allocation,
- the allocation is not or is no longer being used for the intended purpose,
- it becomes apparent that the intended purpose cannot be achieved, or cannot be achieved with the approved allocation,
- circumstances arise which alter or nullify the intended purpose,

- the total expenditure for the intended purpose falls, the recipient's own funds or third-party funds increase or the recipient or third parties come up with new funds,
- the allocation is not used for the intended purpose within six weeks of its payment,
- conditions imposed by the donor in this Agreement are not fulfilled or not fulfilled within the set period, in particular if the required Proof of Employment of Funds is not submitted on time and if the disclosure requirements set forth in paragraph 12 of the present Agreement are not met,
- bankruptcy proceedings have been opened or applied for with regard to the recipient's assets. In this context it must be remembered that all payments must immediately be discontinued and any funds already disbursed must be audited.
- The approved funds shall be repaid if they are not used or if they are not duly used in accordance with the intended purpose.

The amount to be repaid is the amount in euros.

The donor shall give the recipient the opportunity to present its position before payments are discontinued or reclaimed.

15. Covid-19-Pandemic

The recipient is obliged to inform the donor immediately if, due to the Covid-19-pandemic, the intended purpose cannot be achieved. The recipient is obliged to proceed in a way that minimizes the damage.

16. Proof of Employment of Funds

16.1 Proof of Employment of Funds

The recipient shall submit a Proof of Employment of Funds in duplicate to the donor by 31 March 2022 at the latest. The Proof of Employment of Funds shall comprise a substantive report, a statement of account and a list of receipts. The recipient must use the forms made available for this purpose.

The substantive report must give detailed information about how the allocation was used, describe the measures implemented, present the result achieved and state to what extent the intended purpose has been achieved. In the report the recipient should explain the main positions of the statement of account as well as the necessity and appropriateness of the completed project activities.

The statement of account must give separate information about income and expenditures in chronological order – in accordance with the structure used in the Financial Plan of 3 December

2020. The statement of account must contain all income and expenditure in connection with the intended purpose.

The list of receipts is to be drawn up in accordance with the form provided.

16.2 Confirmation

The Proof of Employment of Funds must contain confirmation that the expenditures were necessary, that the allocation was used cost-effectively and economically and that the figures contained therein coincide with those in the books and original receipts.

16.3 Submission of original receipts with translations

If the donor so requires, the recipient is obliged to submit the relevant receipts in the original. If receipts are so requested, foreign-language receipts (except those in English) must be accompanied by a German or English translation giving the essential information contained in the receipt.

17. Data Protection

The recipient shall – both before and after the end of the contractual relationship – treat as confidential all official matters that come to its attention in the course of its activities. It shall also oblige its employees to respect the confidentiality of all such matters.

No copies, photocopies or other duplicates may be made of official papers, drawings and similar documents to which the recipient has been given access for the purposes of this agreement without the prior consent of the donor or other authorised persons. The recipient shall take all necessary precautions to prevent unauthorised persons obtaining knowledge of the above-mentioned documents, including any copies, etc. made thereof, and shall hand over all documents to the donor when this contract expires.

The recipient confirms that, pursuant to Article 7 of the EU General Data Protection Regulation, consent for the transmission of all personal data contained in the documents submitted to the Federal Foreign Office in connection with the Proof of Employment of Funds has been obtained from all data subjects. The Federal Foreign Office is hereby authorised to make further internal use of the personal data.

Personal data will be processed under this Agreement. The legal basis for such processing is Article 6 (1) (e) of the General Data Protection Regulation in conjunction with section 3 of the Federal Data Protection Act, since these data are needed for the performance of a task (deciding whether to grant funding). Reference is made to the enclosed data protection declaration in accordance with Article 13 of the GDPR (provision of information).

18. Amendments

The Allocation Agreement may be amended in whole or in part only by written agreement between the donor and the recipient.

If any provision of this Agreement is or becomes invalid or is void in whole or in part, the validity of the remaining provisions shall remain unaffected. The contracting parties undertake to replace the invalid or void provision with one that best reflects the economic object originally pursued.

19. Jurisdiction/Arbitration Clauses

The contracting parties shall take measures to settle any dispute, difference of opinion or claim arising from or relating to this Agreement or the project by direct negotiation, orally or in writing. The same shall apply to issues concerning the breach, termination, revocation or invalidity of this Agreement.

Should no solution be found in this way, the contracting parties agree that German law shall apply. The place of jurisdiction shall be Berlin.

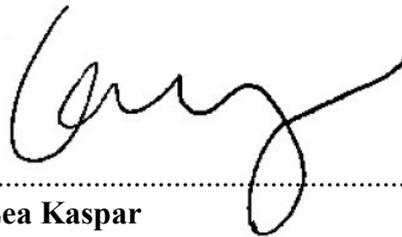
20. Entry into force

This Agreement shall enter into force immediately upon signature by the duly authorised representatives of the contracting parties and shall remain valid until the donor and the recipient have fulfilled all their obligations thereunder.

London, 05.02.2021
.....
(place, date)



.....
Darius Rahimi
Head of the Political Department
Embassy of the Federal Republic of Germany
in London



.....
Lea Kaspar
Executive Director
Global Partners Digital Limited

TITLE	Subgrant Contract for global AI work- Brazil
FILE NAME	Sub-Grant Contrac...gned 1st Sep).pdf
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