

Grant agreement

between

Deutscher Akademischer Austauschdienst e.V. (DAAD), Kennedyallee 50, 53175
Bonn, represented by the Secretary General, the latter represented by Mr Merkle

-Grant provider-

-Grant provider-

and

Arab Academy for Science, Technology and Maritime Transport, Alexandria,
represented by Mr Dr. Ismail Abdel Ghaffar, president, P.O. Box 1029, Alexandria,
Egypt, the latter represented by the undersigned

Form of address

Title

Name

First name

Position

-Grant recipient-

-Grant recipient-

1. Grant amount

The DAAD approves a non-repayable grant for project funding from funds of the
German Federal Foreign Office for the grant recipient

up to **15.040,00 euros**

(in letters: fifteen thousand forty euros).

2. Types of financing and grant purpose

2.1 Fixed-sum financing:

The grant is conferred by fixed-sum financing.



- 2.2 The grant is conferred for the carrying out of the funding programme: *Study Visits and Study Seminars for Groups of Foreign Students to Germany 2019/2020* and for the achievement of the objectives given in the project description.

3. Approval period

The grant will be available to the grant recipient during the period from 15.07.2019 to 15.12.2019.

The purpose of the funds is fixed and only applies to payments within the given period.

4. Project manager

The grant recipient nominates the following person as project manager:

Prof. Dr. Amr Elhelw

This person is authorized to request funds from the grant provider for the grant recipient. Additionally, he/she is entitled to re-classify the financing plan and to adjust the financing plan as a result of resubmissions and repayments of funds.

5. Further components of the agreement

The financing plan dated 21.04.2019, the corresponding project description and the call for applications are all components of this grant agreement.

6. Call for funds and use of funds, implementation

- 6.1 The grant recipient submits to the grant recipient his/her call for funds.

The grant may be requested as a proportion of any grants from other grant providers and his/her own and other planned funds.



- 6.2 Payments prior to receipt of the consideration may only be made to the extent that this is customary or justified by special circumstances.
- 6.3 All funds must be used for all expenses related to the purpose of the grant.
- 6.4 The funds must be used both economic efficiently and frugally. Price reductions and discounts must be fully exploited.
- 6.5 The funds must be used immediately. An immediate use is said to exist if the funds have been spent within a period of six weeks for any due payments.
- 6.6 The grant may not be used for the financing of expenditure which has already been financed from other funds (prohibition of double-funding).

7. Items and inventory obligation

- 7.1 Items procured or produced in order to fulfil the grant purpose must be used for said purpose and treated with due care.
- The grant recipient may not use these for other purposes prior to the expiry of the fixed term stipulated in the grant agreement. The grant recipient gains ownership of those items.
- The duration of the fixed term stipulated for items procured and produced to fulfil the grant purpose equates to the approval period.
- 7.2 The grant recipient shall be obliged to create an inventory of items with a procurement or production value of more than EUR 410 (excluding turnover tax). The inventory list must contain at least: Ser. No.; Inv. No.; Acquisition (day of purchase); Number; Object; Price; Total price; Disposal (date, reason). Invoices for procurements of items to be evidenced in the inventory shall be marked with the inventory note.
- 7.3 The loss of items must be reported to the grant provider immediately. In the case of theft, please enclose the advertisement certified by the local police.
- 7.4 The grant recipient is obliged to claim all legally entitled investment allowances due to it for objects that are acquired or manufactured exclusively for the project and which are to be completely written off during the term of the project.



8. Awarding of orders by the grant recipient

8.1 If the grant or, in the case of multi-agency financing, the total amount of the grant exceeds EUR 100,000, the following rules apply to the award of contracts:

- For the award of supplies and services, the rules of procedure for the award of public supply and service contracts below the EU threshold (Unterschwellenvergabeordnung - UVgO). The obligation to apply does not apply to the following provisions:
 - § 22 for division into lots
 - § 28 (1) sentence 3 for the publication of contract notices
 - § 30 of the contract notice
 - Section 38 (2) to (4) on the form and transmission of requests to participate and offers
 - § 44 on unusually low offers
 - § 46 to inform candidates and bidders

8.2 Obligations of the grant recipient as the principal pursuant to Part 4 of the Act against Restraints of Competition (GWB) remain unaffected.

8.3 Orders up to a maximum value of 25,000 euros (without VAT) may be awarded in accordance with § 8 (4) no. 17 UVGO in compliance with the following provisions by way of negotiation, without further reasons under § 8 Abs. 4 UVgO having to be present. In order to ensure the cost-effectiveness of the award, the following implementation provisions must be observed:

- Deliveries and services up to an estimated order value of € 1,000 (excluding VAT) can be procured without a procurement procedure, taking into account the principles of economy and economy (direct purchase pursuant to Section 14 UVgO),
- Deliveries and services with an estimated value of 1,000 Euro (without VAT) up to 25,000 Euro (without VAT) can be awarded after obtaining at least three written offers within the scope of the negotiation award,
- For deliveries and services with an estimated order value of 10,000 euros (without VAT) to 25,000 euros (without VAT), an additional written request is required to submit an offer (including the performance specification).



- 8.4 Contracts for freelance services can be awarded up to the EU threshold by means of negotiation (estimated value of 1,000 euros (without VAT), three written offers). There is to be as much competition as possible, as is possible according to the nature of the business or the particular circumstances.

9. Information and notification obligations of the grant recipient

The grant recipient shall be obliged in particular to inform the grant provider immediately if

- he/she applies for, or receives, additional grants for the same purpose from other public authorities, or if he/she receives (additional) funds from third parties after the submission of the financing plan or in the wake of the submission of the EoU,
- the grant purpose or other circumstances crucial to the approval alter or cease to exist,
- it transpires that the grant purpose cannot be achieved, either with the approved grant or per se,
- it becomes apparent that the project objective can no longer be achieved,
- the requested or paid amounts cannot be used immediately to meet outstanding payments,
- an announcement of the project affects the rights or interests of third parties,
- items to be inventoried within the time commitment are not or no longer used according to the purpose of the grant.



10. Evidence of use (EoU)

10.1 The grant provider must be provided with proof regarding the EoU within *two months* of the fulfilment of the grant purpose (as a rule: the fulfilment of the grant purpose corresponds to the expiry of the approval period). The EoU consists of a substantive report and numerical evidence.

10.1.1 The use of the grant and details of the results obtained must be contrasted with the defined objectives in the substantive report.

Substantive reports as part of an interim report may be linked to the next report due in the event that the reporting period for a budget year does not exceed three months.

10.1.2 The numerical evidence must include the revenues and expenditure listed separately and in chronological order, this in accordance with the structure of the financing plan. The numerical evidence must include all revenues and expenditure related to the grant purpose.

The numerical evidence must be accompanied by a tabular overview of receipts, in which the expenditures are listed chronologically and separately according to type (list of receipts). Where expenditure claimed is solely based on flat rates, the presentation of a list of receipts may be replaced by another form of evidence in accordance with *the call for applications*.

10.2 In the event that the grant purpose has not been fulfilled by the end of the budget year or the approval period is multi-annual, an interim evidence concerning the amounts received during said year must be presented within 28/29.02. of the appropriate following budget year.

The interim evidence also consists of a substantive report and numerical evidence. Point 10.1 of this Grant Agreement shall apply *mutatis mutandis*, with the exception of the submission deadline.

10.3 The grant recipient shall be obliged to retain the original receipts (revenue and expenditure receipts) relating to the individual payments and the contracts awarded, as well as to all other documentation relating to the funding for five years after submission of the EoU, unless a longer retention period is stipulated in accordance with tax law or other provisions.



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The receipts must contain the information and enclosures customary to business transactions, in the case of expenditure receipts with particular reference to the payment recipient, reasons for and day of payment, proof of payment and, in the case of items, the grant purpose. The receipts should also contain a clear attribution reference to the project (e.g. project number).

Where a request is made by the grant provider or another authorised inspector for documents for detailed examination, the content of these documents must be translated by the grant recipient into the German language if they have been created in a foreign language (with the exception of English and French). Purpose and reason for a payment must be readily apparent from the receipt.

If the use of means of transport abroad cannot be proven due to local conventions, the amount and necessity of the payment must be justified separately.

- 10.4 If items with a value of more than EUR 410 (excluding turnover tax) have been occasionally procured or produced to meet the grant purpose, the inventory must be added to the interim evidence/EoU.

11. Exchange rate

- 11.1 Should the grant be transferred to a foreign account (one outside the eurozone, a non-euro account), the exchange rate applies for the date shown on the bank statement on the day the grant was received into the recipient's account.
- 11.2 For conversion into foreign currencies, the exchange receipt of the bank (also bank statement), bureau de change or the credit card statement applies as proof of the exchange rate to be used.
- If no proof of exchange rate can be produced, the monthly accounting rate of the euro established by the European Commission must be used. The current exchange rates are available online under:
<http://ec.europa.eu/budg/inforeuro/index#!/convertor> The exchange rate on the date on which the expenditure took place is applicable.
- 11.3 When translating foreign currency amounts into euros, the exchange rate must be stated on the receipt.



12. Data protection regulation and statistical data

If persons receive support from the donation, the name and e-mail address of the persons receiving funding from the grant are to be made available to the grant provider on request for the purpose of success monitoring in accordance with Section 7 (2) of the Federal Budget Code (BHO). In analogous application of §§ 23, 44, 7 para. 2 BHO and because of the grant decision of the public donor issued on this basis, the grant provider is obliged to prove the proper use of funds and to monitor the success towards the administrative authorities from which it received the funds.

The grant recipient provides the necessary transparency with regard to the funded individuals through the transmission of the names and email addresses to the grant provider to monitor the success.

The grant provider shall take suitable technical and organisational protective measures with regard to the processing and use of the transmitted names and email addresses.

13. Employment, tax and social insurance law

It is itself responsible for the compliance with labour, collective agreement, tax and social security law requirements and the appropriate assessment of employees of the grant recipient financed from the grant.



14. Public relations and publications

14.1 Should any publications and public relations measures of all kinds take place as part of this project – for example, press releases, publications, working materials, reports, announcements, invitations, trade fairs, internet presences – a clearly visible public indication must be given through the supplementary note "funded by the DAAD from funds of the **German Federal Foreign Office (AA)**".

14.2 In addition, within the framework of this project, publications and public relations measures of all kinds - such as press releases, publications, working materials, reports, announcements, invitations, trade fairs, websites, scholarship agreements or others - should make appropriate reference to the DAAD as the implementing funding organisation and the latter's logo is to be placed so that it is clearly visible.

15. Resubmission of funds

15.1 The grant recipient is obliged to immediately resubmit any funds which are no longer required for the meeting of the grant purpose or which have been spent due to a change to the financing plan and to transfer them, specifying the project ID 57505125 and the budget year (2019) to the account of the DAAD, IBAN: DE28 3708 0040 0208 5185 00, SWIFT-BIC: DRESDEFF370.

15.2 The grant recipient is obliged to inform the grant recipient by making a *change to the financing plan until 15.09.19 of the budget year* in question if the grant is no longer required up to this point in time.



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16. Examination regulations

The grant provider, the German Federal Foreign Office, the Federal Court of Auditors (Bundesrechnungshof) or a representative appointed on their behalf is authorised to request books, supporting documents and other business records and to verify the use of funds and to carry out an on-site check.

17. Procedure in crisis situations and security abroad

17.1 It is strongly advised when planning and carrying out activities abroad to comply with the travel and security guidelines and, in particular, the (partial) travel warnings issued by the German Federal Foreign Office (<https://www.auswaertiges-amt.de/de/ReiseUndSicherheit>).

Travel guidelines contain information about, among other things, the entry regulations of a country, medical guidelines and special features of criminal or customs law. They are regularly checked and updated.

Security guidelines draw attention to particular risks for travellers and those Germans living abroad. They may contain the recommendation to forego journeys or to restrict them. Where appropriate, undertaking either any journeys which are not absolutely necessary or all journeys is discouraged. The security guidelines are also regularly checked and updated.

Travel warnings for a country or **partial travel warnings** for regions of a country contain an *urgent appeal* from the German Federal Foreign Office to refrain from journeys to a country or a region of a country. They are only issued if due to *acute danger to life and limb*, a *warning* must be given against travelling to a country or a certain region of a country.

17.2 The grant recipient is obliged to request those people travelling as part of this project to obtain information about and comply with the travel and security guidelines of the German Federal Foreign Office both before beginning their journey and continuously during the journey.

17.3 If a (partial) travel warning from the German Federal Foreign Office exists, it is urgently recommended to follow the appeal of the German Federal Foreign Office and to refrain from journeys to the relevant region.



- 17.4 The decision on whether to undertake a journey lies solely with the grant recipient. Should a journey be undertaken by an employee, funded person or other benefiting third parties in particular despite a (partial) travel warning, the responsibility for the security of the traveller lies with the grant recipient who orders, approves or initiates the journey.
- 17.5 The grant recipient shall inform travellers who are German citizens, even for short stays abroad, that they should make use of the possibility to register themselves in the in the German Federal Foreign Office's crisis prevention list (electronic registration of German abroad – "Elefand") (<https://elefand.diplo.de>). Thanks to this, the local diplomatic missions can, where necessary, quickly make contact with Germans in their official district in crisis and other exceptional situations.

18. Rights and publication of results

- 18.1 The grant recipient is entitled to the property rights, industrial property rights and copyrights to the results.
- 18.2 The grant recipient has to grant the grant provider a non-exclusive right of use. In the case of releases of publications, the grant provider shall be provided with an adequate number of free copies. For research and other scientific work, the utilisation of the results for the general public is to be permitted.
- 18.3 In the case of a planned application for industrial property rights, publication may only take place after this application. The grant recipient will inform the grant provider immediately about the application.

19. Withdrawal from the agreement

The grant provider is entitled to completely or partially withdraw from the grant agreement for good cause.

A good cause for withdrawal shall be deemed to exist if

- the grant is not or no longer used for the grant purpose,
- the grant is inappropriately used according to grant purpose,
- obligations under this grant agreement are not met,
- the preconditions for concluding the grant agreement no longer apply
- the grant was obtained by deceit, threat or bribery or by supplying information which in essential respects was incorrect or incomplete,



- the grant decision assigned by the German Federal Foreign Office is withdrawn or revoked in accordance with the Administrative Procedure Act,
- the required budget resources are not made available to the grant provider by the German Federal Foreign Office without reasons existing for which the grant provider is responsible.

20. Repayment/reimbursement of the grant

- 20.1 If the grant provider withdraws from the grant agreement, the grant recipient is obliged to repay all or part of the grant to the grant provider.

The reimbursement claim shall bear annual interest in the amount of 5 percentage points above the German base rate.

If the grant recipient is not accountable for the circumstances leading to the withdrawal claim and the grant is repaid within the period specified by the grant provider, any interest charges may be waived.

- 20.2 Funds not spent (remaining funds) must be repaid to the grant provider without delay after the grant purpose has been met.

Remaining funds that have not been repaid on time can, for the period from the expiry of the approval period until receipt by the grant provider, be charged at 5% annually above the respective base interest rate pursuant to § 247 BGB.

- 20.3 If funds are not used for grant purpose within six weeks of disbursement, an annual interest in the amount of 5 percentage points above the German base rate may be applied for the period between disbursement and appropriate use; this applies insofar as funds have been disbursed, although other funds must be used on a pro rate basis or as a matter of priority.

21. Bank details

The grant shall be transferred to the following bank account of the grant recipient:

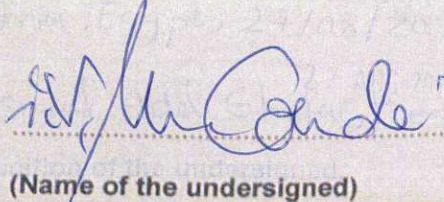
Account holder: Arab Academy for Science, Technology and Maritime Transport



On behalf of the Grant Provider

28/08/2019

Bonn, date



(Name of the undersigned)

On behalf of the Grant Recipient

I. A. Ghafar

Place, date

Alexandria, Egypt, 27/08/2019

Prof. Dr. Ismail Adel Ghafar, President

(Name and position of the undersigned, stamp/seal)



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57505125

Project ID:

57505125

Responsible work unit:

P42

Head of Section:

Frank Merkle

Programme/Project Administrator:

Laura Pinsdorf

Telephone number:

+49 (228) 882-391

Account number: 02106050005895

IBAN: N/A

SWIFT: BCAIEGCCXA210

Bank: Banque du Caire - Salah Salem Branch

22. Place of jurisdiction agreement and written form

22.1 The place of jurisdiction shall be Bonn.

22.2 Any changes and amendments to this Agreement must be made in writing to be legally valid.

23. Severability Clause

Should individual clauses of this agreement be ineffective or unworkable or become ineffective or unworkable after conclusion of the contract, the effectiveness of the contract remains otherwise unaffected. The ineffective or unworkable clause shall be replaced by an effective and workable clause which comes closest to the business objectives which the parties to the contract have pursued with the ineffective or unworkable clause. The above clauses shall apply accordingly where the contract is shown to have omissions.



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