



## **FUNDING AGREEMENT**

**for the funding  
of provenance research projects  
on Collections from Colonial Contexts**

between

the **German Lost Art Foundation**  
represented by Prof Gilbert Lupfer, PhD, Full-Time Board Executive  
Humboldtstraße 12, 39112 Magdeburg, Germany  
—hereafter: funding institution—

and

**Applicant (public institution)**  
—hereafter: funding recipient—

the following

### **funding agreement**

is established:

## **1. Object of the contract**

(1) The object of the contract is the financing of the project

“Project title”

with funding provided by the German Federal Government.

This is a project as defined by Section IV of the funding institution’s “Guideline for the funding of provenance research on collections from colonial contexts”.

(2) The maximum amount of funding is €Amount (in words: Amount euros).

Funding is provided as follows:

In the financial year x to x €

In the financial year x to x €

In the financial year x to x €

(...)

The funding agreed will be granted once for each financial year from x to x.

Agreement for funding is subject to the availability of the expenditure allocated in the federal budget as well as budgetary constraints and economic management measures which the Federal Ministry of Finance may put in place for the federal administration and which can be expanded to the area of funding. Funding also remains subject to the overall financing scheme being assured.

(3) The funding is awarded as partial financing (in case of a shortfall in funding) or full financing.

(4) The funding recipient’s contribution is €Amount.

(5) The project is to be conducted from *Date* to *Date* (funding period). The project may not begin before *Date*. A project is deemed to have begun when the funding recipient has established contracts relating to the implementation of the approved project. Starting a project ahead of schedule requires prior written agreement from the funding institution.

(6) The funding is provided for a specific purpose and must be used during the funding period of this project. The funding must be used exclusively to finance those expenditures described in detail in the research proposal and recognized as eligible for funding by means of approval of the financing plan. The financing plan is binding. The approved funding must be used economically and efficiently.

(7) The establishment of this funding agreement does not constitute entitlement to continued funding or future funding of projects.

## 2. Contract components

The following regulations and documents are binding components of this agreement in terms of their regulatory content, either directly or as applicable, unless stipulated otherwise in this agreement:

1. Research proposal of *Date*
2. Financing plan of *Date*
3. The funding institution's Guideline for the funding of provenance research on collections from colonial contexts in whatever version is valid at the time of application
4. Funding regulations of the German Federal Budget Code (Bundeshaushaltsordnung, BHO) including administrative regulations (Verwaltungsvorschriften, VV-BHO) in whatever version is valid at the time and the General auxiliary conditions for grants for the promotion of projects (ANBest-P) or the General auxiliary conditions for grants for the promotion of projects to regional authorities and associations of regional authorities (ANBest-GK) in the version of *Date*
5. German Travel Expenses Act (Bundesreisekostengesetz, BRKG) including the BVA information sheet in the version of *Date*
6. Hospitality guideline BKM in the version of October 8, 2009
7. Information sheet on funding requests including the electronic template
8. Information sheet on numerical evidence including the electronic template
9. Information sheet for preparing the performance report
10. Information sheet for preparing interim and final reports including the electronic template
11. Information sheet on press and public relations activities
12. Funding institution's statute in the version of *Date*

### 3. Duties of the funding recipient and legal consequences of violation of duties

(1) The funding recipient undertakes to follow the “Guidelines for German Museums. Care of Collections from Colonial Contexts” and the “Recommendations for the Care of Human Remains in Museums and Collections” of the German Museums Association (Deutscher Museumsbund) in the versions valid at the time of application.

(2) In the interest of greatest possible transparency, the funding recipient is required to document and publish the research findings in printed and online registries, academic publications, events and exhibitions.

(3) The funding recipient is required to observe the recognized academic standards as defined by the recommendations of the German Research Association (Deutsche Forschungsgesellschaft, DFG) for safeguarding good research practice in carrying out the project.

(4) *The funding recipient is required to involve individuals, interest groups and institutions from countries and communities of origin as follows:*

- *Illustration of agreed involvement*

(5) In the event of a violation of obligations in this funding agreement, the funding recipient shall be barred from obtaining further funding for as long as the violation continues.

### 4. Disbursement of funds

(1) The funding must be requested from the funding institution no sooner and only in the amount expected to be needed within six weeks after disbursement for payments due in relation to the project. The funding must be used only if the recipient's own and any other funds listed in the financing plan are exhausted.

(2) Disbursements of funds are made within 10 days after submission of the correct and complete funding request as specified in the disbursement plan. The requests for each partial disbursement must contain the information necessary to evaluate the funding need. Should the funding need be postponed or change in terms of content, (e.g. reduced need), the funding recipient must inform the funding provider immediately and adapt the disbursement plan accordingly.

### 5. Use of funding, reporting obligations

(1) All income related to the funding purpose (in particular third-party funding and services) and the funding recipient's contribution must be used to cover expenses related to the funding purpose. The financing plan is binding with regard to the total result. The individual positions may be exceeded by up to 20 percent, as long as the excess can be compensated by corresponding savings on other individual positions. Any digressions from the financing plan beyond this limit require prior written approval by the funding institution based on a detailed, coherent proposal aligned with the existing financing plan. This proposal must include a new version of the financing plan.

(2) If the funding is used for personnel expenses, the funding recipient must not pay their employees more than the salaries of comparable federal employees. Higher salaries than those specified in the

collective agreement for German civil service employees (Tarifvertrag für den öffentlichen Dienst, TVöD) or any other benefits over and above collective rates must not be provided.

(3) Reimbursement of travel expenses is subject to the maximum amounts regulated by the German Travel Expenses Act (Bundesreisekostengesetz, BRKG) including the Foreign Travel Expenses Ordinance (Auslandsreisekostenverordnung).

(4) Any objects obtained for the project with the aid of the funding with a purchase price or production value of more than €800 must be recorded in an inventory list. An updated copy of the inventory list must be included with the report on the expenditure of funds after completion of the project. These objects must be depreciated for the funding period according to the AfA tables of the Federal Ministry of Finance. After completion of the project, the resulting remaining amount of the procurement value must be remitted to the funding institution.

(5) The funding institution must be informed immediately if:

- a. After submission of the financing plan—also after submission of the report on the expenditure of funds—further funding for the same purpose is requested from other public authorities or if the funding recipient receives such funding or receives—possibly additional—funds from third parties
- b. The funding purpose or other circumstances relevant to the funding change or no longer apply
- c. It becomes apparent that the funding purpose cannot be achieved or cannot be achieved with the approved funding
- d. The requested or disbursed amounts cannot be used within six weeks of the disbursement date
- e. Inventory items are no longer used or no longer needed for the funding purpose within the specified time frame, or
- f. Insolvency proceedings are requested or initiated in respect of the funding recipient's estate

(6) Any funds unused after completion of the project plus any interest accrued—regardless of the submission date of the report on the expenditure of funds—must be remitted to the funding provider without delay using the transfer details below:

<b>Recipient:</b>	<b>German Lost Art Foundation</b>
<b>IBAN:</b>	<b>DE53250500000152041596</b>
<b>BIC:</b>	<b>NOLADE2HXXX</b>
<b>Bank:</b>	<b>Norddeutsche Landesbank</b>
<b>Reference:</b>	<b>Name of funding recipient, project ID</b>

## 6. Report on the expenditure of funds

(1) Within three months after the end of the funding period, the funding institution must be provided with a report on the expenditure of funds (numerical evidence including performance report and payment documentation) as defined in the BHO.

(2) The funding institution has the right to conduct a detailed audit of the report on the expenditure of funds. All information and documentation needed for this audit must be provided or submitted to the funding institution. Upon submitting the report on the expenditure of funds, the funding recipient undertakes to submit to the funding institution all payment-related documentation (e.g. invoices, account statements, pay statements).

(3) The completed report on the expenditure of funds must be submitted in the form of a table formatted in a table calculation program (e.g. Microsoft Excel).

## **7. Monitoring of performance**

(1) The performance report must illustrate if and to what extent the performance criteria for the project defined in Section 3 have been achieved. If the project has led to different ways of caring for the researched objects (e.g. a restitution), this must be included in the performance report.

(2) Based on this information, the funding institution will conduct performance monitoring to assess whether the project achieved the objectives listed in the project application and agreed with this contract and whether the funding institution's expectations of this funding measure were satisfied.

(3) Performance criteria are:

- *Illustration of agreed performance criteria*

## **8. Termination**

(1) The contract parties are entitled to terminate the contract for important reasons. One such important reason in particular is that the conditions for establishing the contract cease to exist after the fact.

(2) In case of a termination, the funding recipient must return all funds not yet used in accordance with the contract to the funding institution.

(3) In the event of a termination, the funding recipient must also immediately submit to the funding institution a report on the achieved work results and proof of all expenditures incurred and paid.

## **9. Withdrawal from the contract and repayment of the funding**

(1) The funding institution is entitled to withdraw from the contract and shall demand full repayment of the funding, in particular if

- a. The funding was obtained with incorrect or incomplete information
- b. The funding was obtained by means of willful deception, threat or bribery
- c. The funding is or was no longer being used for the purpose stated in the funding contract
- d. The funding was not used soon after disbursement for fulfilling the funding purpose

- e. A condition subsequent has occurred (e.g. later reduction of expenditure or change of financing according to No. 2 ANBest-P)
- f. Requirements were not fulfilled or not fulfilled within a defined period of time, in particular if the proof of use was not submitted in time or information obligations were violated, or
- g. The funding recipient cannot guarantee proper business management, meaning if it cannot be ensured that the funding is used for the agreed purpose (which can be assumed if insolvency proceedings are initiated)

(2) The funding institution is entitled to withdraw from the contract and to demand full or partial repayment of the funding if a legal reason for withdrawal exists or the funding recipient has violated their duties under the funding contract, in particular by

- a. Failing to observe the “Guidelines for German Museums. Care of Collections from Colonial Contexts” and the “Recommendations for the Care of Human Remains in Museums and Collections” of the German Museums Association (Deutscher Museumsbund) valid at the time of application
- b. Failing to grant the funding institution usage rights according to Section 13, or
- c. Failing to use objects obtained with the funding within the agreed time frame for the purpose defined in the funding contract

(3) In cases as defined in Sections 2 and 3, the amount of repayment is at the discretion of the funding institution. The funding institution shall take into account in particular the severity and impact of the duty violation weighed against the intent and purpose of the funding contract.

(4) In the event of a termination, the funding recipient must immediately submit to the funding institution a report on the achieved work results and proof of all expenditure incurred and paid.

## **10. Interest accrual**

The funding recipient must pay interest on the repayment amounts at a rate of five percentage points above the base interest rate according to Section 247 of the German Civil Code (BGB).

## **11. Documentation, transparency**

(1) The funding recipient must send a short description of the project in German and at least in English within four weeks of the start of the project; this will be published on the funding institution’s website.

(2) An interim report must be submitted 12 months after the start of the project. For projects lasting up to 12 months, the final report replaces the interim report.

(3) A final report must be submitted within three months of the end of the funding period. The final report must include a brief description of the essential research findings in German and at least in English. This will be published on the funding institution’s website.

## **12. Press and public relations activities**

(1) The funding recipient undertakes to add the notice

**funded by the German Lost Art Foundation**

to all releases and publications on the funded project in appropriate locations in direct vicinity to the funding institution's logo. The logo can be obtained from [presse@kulturgutverluste.de](mailto:presse@kulturgutverluste.de).

(2) Press releases, statements, reports or other declarations by the funding recipient about the project and its results must be submitted to the funding institution for approval no later than three days before going to print (printed products) or publication (online products). The funding recipient shall send the funding institution specimen copies of publications. The funding institution must be given the opportunity to take part in all public relations measures related to the project in a timely manner.

(3) In publications on websites, active links must be inserted referring to the funding institution's websites ([www.kulturgutverluste.de](http://www.kulturgutverluste.de) and [www.lostart.de](http://www.lostart.de)) and their research database PROVEANA ([www.proveana.de](http://www.proveana.de)). For digital publications by the funding recipient, the funding institution must be sent a link and be permitted to add context links.

(4) The funding recipient will provide the funding institution with appropriate text and image materials for their public relations work free of charge.

## **13. Usage rights, power of disposition, release from liability**

(1) The funding recipient consents to the evaluation and use of the project results (e.g. final report, research findings, information on changes in dealing with the researched objects, for example restitution, digital reproductions) by the funding institution as part of their statutory responsibilities. This applies in particular to the publication of the final report, research findings and information on changes in dealing with the researched objects (e.g. restitution) in the funding institution's databases.

(2) For this purpose, the funding recipient grants the funding institution non-exclusive, irrevocable and indefinite usage rights to the project results. These rights must not be limited in terms of time, place or content.

(3) The granted usage rights encompass all legally defined exploitation rights and all other known and unknown types of utilization, including multiple use, linking to contextually related digital publications and the right to partial or complete reproduction and dissemination in mechanical form and in electronic media formats, such as presentation at public events and providing public access on the internet, intranet or other grid-bound or wireless data networks as well as in as yet unknown media formats.

(4) The granted usage rights also encompass the right to translate the project findings or have them translated by a third party into other languages, redesign or edit them, in particular the right to arrange or combine texts and images in ways differing from the funding recipient's design concept. Such editing will at all times preserve the intellectual character of the (respective) project findings.

(5) The granted usage rights additionally include the right to change the content of the project findings and/or anonymize them to the extent necessary to comply with data protection regulations as judged by



the funding institution and the respective entitled person. Such changes or anonymization will at all times preserve the intellectual character of the (respective) project findings.

(6) The granting of usage rights also includes the use of excerpts or parts of the project results (text and image) and usage in connection with other works. This shall at all times preserve the intellectual character of the (respective) project findings.

(7) The funding recipient agrees that the funding institution may transfer the usage rights to the project findings as described above to third parties without prior consent and that such sub-licenses will continue to be valid after expiration of the main license.

(8) The funding recipient must, to the extent possible, refrain from making (other) provisions which would preclude the funding recipient from granting usage rights to the project findings to the funding institution or other entitled entities. To the extent possible, the funding recipient must also ensure that third-party rights do not oppose the funding institution's usage rights to the project findings as defined in this contract. If necessary, the funding recipient must, for example, obtain respective "image rights" or rights to digital reproductions or acquire the needed usage rights and sub-licenses from co-authors. The funding recipient must also ensure that the contents or parts of the research findings were not unlawfully taken from protected works of other authors.

(9) The funding recipient releases the funding institutions from all claims and entitlements brought against the funding institution based on violation of such third-party rights or legal regulations, provided the funding recipient is responsible for the violation. Under said conditions, the funding recipient shall reimburse the funding institution for all defense expenditure and other damages caused by such a violation.

#### **14. Data protection, inspection and audit rights of the federal government, personal privacy, indemnification**

(1) The funding recipient undertakes to comply with data protection regulations (e.g. General Data Protection Regulation, GDPR, German Data Protection Act, BDSG) in the fulfillment of this contract and the organization and execution of the project. In particular, the funding recipient shall ensure that employees, freelancers and/or contractors or service providers are subject to the same obligation, if this is not already contractually stipulated.

(2) If the processing of personal data is not already permitted for another legal reason, the funding recipient must obtain a declaration of consent as defined by data protection requirements from persons involved in the project if their personal data are transferred to the funding institution for the purpose of auditing the report on the expenditure of funds.

(3) The Federal Office of Administration, the Federal Court of Auditors and other federal auditing institutions are authorized to request financial records, receipts and other business records of the funding institution and the funding recipient and to audit the use of the funding in local audits or assign representatives to audit them.

(4) The funding recipient must guarantee the protection of personal privacy of all persons affected by the organization and execution of the project.

(5) The funding recipient releases the funding institution from all claims and entitlements brought against the funding institution based on violation of the above third-party rights or legal regulations, provided the funding recipient is responsible for the violation. Under said conditions, the funding recipient shall reimburse the funding institution for all defense expenditure and other damages caused by such a violation.

**15. Written form, severability clause, court of jurisdiction**

- (1) Changes and additions to the funding contract must be agreed in writing to be legally valid.
- (2) Should a particular clause of this contract be invalid, the validity of the remainder of the contract remains unaffected. However, the contract parties agree to replace the invalid clause with a new clause approximating the purpose of the invalid clause as closely as possible.
- (3) For any disputes arising from the funding contract and any project extensions, Magdeburg shall be the exclusive court of jurisdiction as it is the business location of the funding provider.

Magdeburg, on *Date*

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City, date

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Prof. Gilbert Lupfer  
Full-Time Board Executive

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Funding recipient