

Agreement on forwarding of funds

between

Universität Bielefeld, Universitätsstraße 25, 33615 Bielefeld (Germany)
represented by the Chancellor, Dr. Stephan Becker

in agreement with

Prof. Dr. Olaf Kaltmeier

– in the following “Bielefeld University” –

and

Facultad Latinoamericana de Ciencias Sociales , FLACSO, Sede Ecuador, - Quito
represented by Dr. Felipe Burbano de Lara as its Director

in agreement with

Prof. Dr. Maria Lopez Sandoval

– in the following “Contract Partner” –

Preamble

On April 3rd 2023 Bielefeld University received approval from the Volkswagen Foundation (Reference 9C 577) for funding of the project “Turning Land into Capital. Historical Conjunctures of the (Re-)Production of Wealth in Latin America from the 19th to the 21st Century”. The research project will be conducted in collaboration with the following partner institutions:

University of Bern, Switzerland

Benemérita Universidad Autónoma de Puebla (BUAP), Mexico

Facultad Latinoamericana de Ciencias Sociales, FLACSO Sede Ecuador -Quito

National University of Quilmes (UNQ), Argentina

Furthermore, the following institution is involved in the project as an associated partner:

Universidade Federal Fluminense, Brazil

Basis for the project is the project proposal from January 10th 2023 with supplement of January 20th 2023 and February 21st 2023.

According to the grant approval, Bielefeld University is obliged to forward parts of the budget to the Contract Partner. The following agreement will regulate the forwarding of project funding as required:

§ 1

Object of the research project

Type and scope of the research activities to be conducted by each partner are laid down in the aforementioned proposal. Each partner is responsible for carrying out these activities accordingly. Deviations from the grant are only possible after agreement between Bielefeld University and the Contract Partner.

§ 2

Duration

The research project will be conducted by the partners jointly within the project duration from May 1st 2023 to April 30th 2027. The duration of the project can be extended by an additional six months without prior consent of the Volkswagen Foundation on the conditions that this does not cause the Volkswagen Foundation to incur additional costs and that all partners agree on an extension.

§ 3

Forwarding of part of the grant

1) Bielefeld University and the other partner institutions are recipients of the aforementioned grant from the Volkswagen Foundation. Out of the grant, Bielefeld University will provide the Contract Partner with a sum of up to 263.600,- EUR for personnel costs, travel costs and publication costs. In addition, a lump sum for overheads amounting to 10% of the direct project expenses will be provided (up to 26.400,- EUR). These funds are forwarded to the Contract Partner by Bielefeld University for the fulfilment of the funding purpose. The specifications of the grant agreement and the related principles of approval are binding for both partners.

2) Given that the arrangement involves no more than a forwarding of grant funds, the partners believe that turnover tax will not apply. Should there be or turn out to be – contrary to this assessment – a turnover tax duty, the respective costs will be borne by the Contract Partner.

3) The Contract Partner is obliged to immediately provide Bielefeld University with any information or documents that are necessary to fulfil the requirements of the grant agreement. This concerns especially the support of the observance of the reporting duties and the corresponding deadlines, including the mandatory financial statements. Bielefeld University is entitled to be informed about the status of the project activities at the Contract Partner at any time.

4) The Contract Partner is required to address a request for funds to Bielefeld University in which it communicates its bank account details. Funds can be provided on a quarterly basis. The lump sum for overheads is to be drawn on a pro rata basis with each call for funds. Possible bank charges go to the account of the Contract Partner.

5) In case of an ascertained non-proper usage of funds by the Contract Partner, Bielefeld University is entitled to withhold the respective funds or get reimbursed by the Contract Partner. If the queried sum has already been forwarded to the Contract Partner, it has to be immediately refunded to Bielefeld University. The Contract Partner is liable to Bielefeld University for possible repayment claims of the Volkswagen Foundation that are based on the misuse of funding or negligence of any of the tasks and responsibilities stated in this agreement. If project costs of the Contract Partner are not recognized by the Volkswagen Foundation, the volume of the lump sum for the Contract Partner decreases accordingly. Overpayments for the lump sum for overheads must be immediately refunded to Bielefeld University.

6) The Contract Partner is obliged to report to Bielefeld University the annual use of funds no later than the end of February of the subsequent year. This includes a financial statement including all project-specific cost items and all possible proofing documents. If annual reports are not submitted by the end of February of the subsequent year, Bielefeld University has the right to withhold payments until the report is submitted. If requested by Bielefeld University, the Contract Partner is also obliged to issue a partial report during the year. Immediately, but no later than two months after the end of the project, the Contract Partner has to provide a total financial statement regarding the project-specific costs, including the aforementioned documentation.

§ 4

Termination

Bielefeld University can, notwithstanding other termination and rescission rights, withdraw from this contract, in case

- the grant agreement is withdrawn or revoked by the funding agency without the responsibility of Bielefeld University,
- the completion of this contract came about through statements by the Contract Partner that were in essential aspects incorrect or incomplete,
- the Contract Partner is not fulfilling its duties from this contract, especially with regard to the use of the project funds.

§ 5

Components of the agreement

The grant approval of the Volkswagen Foundation of April 3rd 2023 and its annexes (including project description and usage guidelines) are components of this agreement and apply correspondingly to the Contract Partner.

§ 6
Place of jurisdiction

Place of jurisdiction is Bielefeld, Germany. German law applies.

§ 7
Entry into force

The contract comes into effect after signing of both parties. It stays in effect until the funding agency accepted the final financial statement of Bielefeld University, including all possible refund claims.

§ 8
Data Protection

The Contract Partner shall comply with the relevant data protection provisions as amended, in particular those of Regulation [EU] 2016/679 (General Data Protection Regulation, GDPR). The Contract Partner shall ensure that its employees and subcontractors involved in implementation of the project are appropriately obligated to complying with data protection requirements, in particular the principles of the General Data Protection Regulation (GDPR) for processing of personal data in accordance with Article 5 GDPR, or that they are instructed in this regard and briefed on the provisions relevant to them before commencing their activities. The contractual partners shall also ensure that their employees, subcontractors and other third parties involved in implementation of the project maintain the confidentiality of the personal data even after their activities have ended.

Where necessary, Bielefeld University and the Contract Partner shall cooperate with each other and the other institutional partners in order to enable one another to fulfil legal obligations arising under GDPR within the scope of the performance and administration of the project. In particular, the partner institutions shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

§ 9
General Provisions

- 1) Any supplementary agreements or modifications hereto must be made in writing. This stipulation requiring written form also applies to a change in this provision.
- 2) If any of the provisions of the contract is or becomes invalid or in conflict with legal provisions, this shall not serve to invalidate the remaining provisions thereof. The same shall apply in the event of any missing provision.

3) A provision shall take the place of the invalid provision or fill the omission that, as far as legally possible, comes closest to what the contractual parties intended or, given the sense and purpose of this contract, would have intended if they had considered the matter.

Bielefeld,
BIELEFELD UNIVERSITY
Rectorate, the Chancellor

Dr. Iris Brune
Department for Research Administration and Transfer

Prof. Dr. Olaf Kaltmeier
Principal Investigator

Quito,

Dr. Felipe Burbano de Lara, Director
Facultad Latinoamericana de Ciencias Sociales, FLACSO Sede Ecuador -Quito

Prof. Dr. Maria Lopez Sandoval
Principal Investigator