Local Contribution Contract - [redacted]

giz Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

CONFIDENTIAL

Contract number: 5400002195

Project number: G-018123-003

Internal Order: 18123030000

Project: Regional Resource Governance Project (RRG)

Country: Liberia

Contact at GIZ (function): Max-Emanuel Hatzold (Commission Manager)

Deutsche Gesellschaft für

Internationale Zusammenarbeit (GIZ) GmbH

20th Street Sinkor, Payne Avenue

Monrovia, Liberia

The

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH
Dag-Hammarskjöld-Weg 1 - 5
65760 Eschborn, Germany

hereinafter referred to as 'GIZ'

and

Liberia Extractive Industry Transparency Initiative (LEITI)

Old Bureau of Budget, Redemption Road

Capitol Hill, Monrovia, Liberia

represented by

Jeffrey N. Yates

Head of Secretariat, LEITI

in Monrovia, Liberia

hereinafter referred to as the 'Recipient'

herewith conclude the present agreement concerning a local contribution.

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

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Preamble

The basis for granting this local contribution to Liberia Extractive Industry Transparency Initiative (LEITI) is the commission of Federal Ministry for Economic Cooperation and Development (hereinafter referred to as 'BMZ') **02.12.2026.**

GIZ provides the local contribution pursuant to this Contract exclusively on behalf of and for the account of Federal Ministry for Economic Cooperation and Development (hereinafter referred to as 'the commissioning party').

1. Local contribution – amount, term, purpose and ongoing support

1.1 GIZ will provide the Recipient with a local contribution for implementation of the project specified in Section 1.5 in the amount of

up to $49,859.00 (Forty-Nine Thousand Eight Hundred Fifty-Nine USD)

1.2 The Recipient must use the local contribution exclusively for the agreed purpose, within the framework of the project specified under Section 1.5 and on the basis of the budget (**Annex 4**) submitted by the Recipient, which is broken down into cost categories, in order to meet the costs of the following budget lines:

1.	Production, Printing Brochures. Flyers, Banners	up to	USD	25,014.00
2.	Outreach events-Western Region 1 (Margibi, Bassa, River-Cess & Sinoe Co).	up to	USD	8,409.00
3.	Region 2 (Cape Mount, Bomi & Gbarpolu Counties	up to	USD	7,403.00
4.	Region 3 (Lofa, Bong & Nimba Counties)	up to	USD	9,034.00

In so doing, the Recipient must ensure that the funds are used efficiently and economically.

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1.3 The local contribution is provided for the period from 12.08.2026 to 31.12.2026 (contribution period). Costs that are incurred outside the contribution period are not eligible.

1.4 Reallocations between main budget lines and within sub-budget lines (cf. **Annex 4** and Section 1.2) are generally permissible. Reallocations between main budget lines may amount to no more than 20%. Any excess of one main budget line must be offset by corresponding savings in other main budget lines. The Recipient must inform GIZ of reallocations between budget lines when submitting the financial report.

1.5 The objective of the measures funded by this local contribution is: Dissemination of LEITI's 16th EITI Reports. Under the terms of this Contract for local contributions, GIZ is not entitled to performance by the Recipient.

1.6 The budget dated 08.06.2026 (**Annex 4**) and the project proposal dated 08.06.2026 (**Annex 5**) prepared by the Recipient for implementing the project constitute the binding framework for implementation of the objective set out in Section 1.5. This local contribution must only be used to implement the measures specified in the project proposal and in accordance with the budget.

1.7 When implementing the measures specified in Section 1.5, the Recipient must accept advice from commission manager and must consider the advisor's recommendations.

2. Disbursement of the local contribution

2.1 The Recipient must meet the following conditions before the local contribution is disbursed:

- The Recipient must sign this Contract in a legally binding manner.
- Submission/provision of work contracts for staff assigned to this project
- Submission/provision of proof of opening separate bank account

2.2 This local contribution will be disbursed in a series of instalments in advance (in accordance with Annex 3) in line with quarterly funding requirements.

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Instalment	Amount in USD	Retention (10%)	Amount payable	Tentative date
1st Instalment	34,901.30	3,490.13	31,411.10	16.08.2026
2nd Instalment	14,957.77	1,495.77	13,462.00	01.10.2026
Repayment of the retention	4,985.90	-	4,985.90	15.12.2026

If at least 80% of the previous disbursement has been used for implementing the project, evidence of this has been provided, and settlement has been completed in accordance with Section 3, the next advance payment can be requested. The advance payments must be requested in writing in accordance with **Annex 3**. This excludes **advance payments for staff costs**. Regardless of the above settlement criteria, these costs can be disbursed quarterly in advance on receipt of evidence of the corresponding salary documentation/employment contracts.

Any remaining funds held by the Recipient will be offset against the following disbursement.

2.3 An amount of **USD 4,985.90** (at least 10% of the contract value) will be retained as security by GIZ and will not be disbursed to the Recipient until all the required vouchers have been correctly presented and verified and the Recipient's final report has been received by GIZ.

2.4 The Recipient must set up a separate bank account, a separate sub-account or a separate cost unit in its own accounting system for the financial management of the Contract and must provide GIZ with evidence that this has been done when it submits a request for the first disbursement. All funding under this Contract for local contributions must be posted separately from funds provided by other donors.

2.5 Upon receipt of each local contribution disbursement, the Recipient must provide GIZ with a properly signed receipt specifying the purpose for which the funding is to be used. In the case of bank transfers, the Recipient must submit with the next statement of account the voucher specifying that the funds have been received (bank statement).

3. Accounting procedure for the local contribution and reporting

3.1 Together with the proper evidence as specified below, the Recipient must complete, sign and submit the list of expenditures attached as **Annex 1**.

3.2 The Recipient must provide proper financial reports. To this end, the Recipient must submit to GIZ the corresponding commercial invoices, proof that services have been performed and payments made and/or receivables record sheets, in each case as originals,[1] checked and signed as factually correct by the Recipient, within six weeks after the end of the respective advance payment period. The Recipient must submit all documents in English or attach a translation into that language.

3.3 For cash disbursements in foreign currency, the Recipient must submit original currency exchange vouchers.

3.4 The Recipient must prepare a final report describing the implementation and results of the project funded by the local contribution with regard to the contractually agreed objectives and submit this report as an electronic file to GIZ no later than two months after the end of the contribution period or following early termination of this Contract.

3.5 After all activities are completed, any remaining funds must be repaid to GIZ without waiting for a further request to this effect. Costs that are not explicitly specified in Annex 4 are borne by the Recipient and must be repaid.

4. Supplies and services procured by the Recipient (procurement procedure)

When procuring supplies and services that are to be financed from this local contribution, the Recipient must observe the regulations laid down in Liberia and the provisions specified in **Annex 2** (Procurement guidelines), which form an integral part of this Contract. The documents specified in **Annex 2** must be submitted with the corresponding vouchers. The GIZ advisor or the GIZ country office must be consulted on all contracts awarded by the Recipient for supplies and services.

The Recipient must use the items procured or produced under the project exclusively for the project and with respect for human rights, including the right to non-discrimination, and in conformity with applicable legal provisions.

Objects procured or produced for the measure must be transferred upon completion of the measure at the latest to the designated transferee in accordance with the stipulated purpose of the project and at GIZ's discretion. GIZ will coordinate this transfer with the Recipient before the date on which the Recipient submits its financial report. The transfer must be

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[1] The Recipient must observe all the country office rules on the provision of originals. Certified copies and/or scans may be accepted where admissible under local law.

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included in the documentation provided as part of the financial report, and a handover record must be submitted.

The Recipient must always use the items procured or produced under the project with respect for human rights, including the right to non-discrimination, and in conformity with applicable legal provisions.

The procurement of supplies and services must comply with the highest possible sustainability standards.

5. Assumption of staff costs

If the local contribution is used to fund salaries, the Recipient must conclude employment contracts with the persons concerned in accordance with local regulations. As evidence, copies of the corresponding salary documentation must be submitted at the latest together with the request for disbursement of the first advance payment.

If the employment contracts have not yet been concluded on the date of the first advance payment, a copy of the corresponding salary documentation must be provided before the next advance payment request date after the signing of the employment contracts.

6. Project implementation, duty to supply information

6.1 The Recipient must:

a) implement the project with due diligence, efficiency and on the basis of sound administrative, technical, financial and development policy principles and in accordance with the provisions of this Contract; to this end, the Recipient will receive whatever support is needed from the GIZ project;

b) obtain all the licences, permits and consents necessary in order to implement the project;

c) require its contracting partners to repay any funds that have been improperly or illegally used or are contrary to this Contract or the laws of the country in which the project is implemented;

d) keep all books, records, award documentation, contracts and original vouchers that have not already been submitted to GIZ in accordance with sections 3.2 and 4 for ten years after expiry of this Contract and submit or hand them over to GIZ on request,

clearly showing all actual costs for services and supplies financed by the local contribution.

e) enable GIZ or a third party commissioned by GIZ, as well as GIZ's commissioning party or the Bundesrechnungshof (Germany's supreme audit institution) or GIZ's third-party funding provider (if such exists), to inspect the books and all other records and documents relevant to implementation of the Project and the audit of the proper use of funds at any time and to visit the facilities required for this purpose. This includes, where appropriate, on-site checks and inspections.

6.2 Publications

In all publications and brief references on the project, the Recipient must express in an appropriate manner that it is carrying out or has carried out its activities as part of a project financed by GIZ on behalf of the commissioning party and cofinanced by the third-party funding provider (if such exists).

Prior to publication of project-related press releases or public statements by the Recipient that go beyond brief references (e.g. on the Recipient's website), the Recipient must in good time inform the GIZ project of the content of the publication and take into account any instructions from GIZ.

7. Rights of use

7.1 The Recipient hereby grants GIZ an irrevocable, non-exclusive, worldwide, gratuitous, transferable right of use to all work outcomes developed or procured in connection with implementing the project and financed, in full or in part, from the local contribution, including but not limited to reports, studies, documents and construction plans prepared in connection with this Contract as well as computer programs; GIZ may exercise this right of use, without any limitation of time or content, for non-commercial purposes including but not limited to processing and translation and for use in electronic media. On request by GIZ, the Recipient must immediately provide a copy of the materials to GIZ. GIZ is entitled to grant third parties simple sub-rights of use.

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7.2 The Recipient must ensure that the work results provided to GIZ during the course of implementing the project are not subject to any copyrights or other rights of third parties which would impair their use within the scope set out in Section 7.1. The Recipient must indemnify GIZ against all claims of third parties arising from the granting of rights under Section 7.1 and reimburse GIZ for all reasonable costs incurred by GIZ in a legal defence against such claims.

8. Data protection

8.1 GIZ will process personal data under this contract in accordance with the EU General Data Protection Regulation (EU GDPR) and other applicable laws. Such data will be processed for the purpose of implementing, managing and monitoring this contract. Where permitted by law, the Recipient has the right to view and to request the deletion or correction of its personal data and may contact GIZ (datenschutzbeauftragte@giz.de) or a responsible government body in order to assert its rights.

8.2 The Recipient may process personal data in connection with this contract provided that it complies in each case with the applicable statutory data protection requirements. If the Recipient sends any personal (i.e. not anonymous) data to GIZ, it must provide an assurance that the data it sends are collected and processed in accordance with the applicable statutory data protection requirements and are free of any third-party rights that may prevent the sharing of such data.

8.3 Personal data will be processed by both parties in accordance with the following data protection principles:

a) Personal data must only be collected for specified, explicit and legitimate purposes and must not be further processed in any way that is incompatible with these purposes.

b) The data must be processed in a manner that is transparent and clearly understandable by the data subject.

c) Personal data must be factually correct.

d) Personal data must be processed in a manner which permits the identification of data subjects for no longer than is necessary for the purposes for which the data are processed.

e) The integrity of the data must be assured by means of technical and organisational security measures that afford an appropriate level of protection.

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9. Compliance with legal requirements and environmental and social standards; avoidance of unintended negative environmental and social impacts

9.1 The Recipient undertakes to use the funds from this local contribution in compliance with the legal provisions applicable to it and with due regard for the principles of multilateral agreements on the protection of human rights, the environment and the climate. In particular, the Recipient must observe ILO's core labour standards. It must also ensure that measures are in place to protect children, prevent violence, abuse or exploitation of any kind, prevent discrimination (in particular with regard to origin, ethnicity, religion, age, gender identity, sexual orientation or disability) and promote equality of opportunity for all genders.

9.2 The Recipient undertakes to use the funds from this local contribution in such a manner that it endeavours to avoid or reduce unintended negative impacts on the environment and climate, adaptation to climate change, human rights, fragile contexts and contexts affected by conflict and violence, and gender equality by implementing attributable mitigation measures. This includes minimising greenhouse gas emissions. At the same time, the Recipient undertakes to use any potential for promoting gender equality.

9.3 The Recipient must take appropriate measures to prevent sexual exploitation, abuse and/or harassment in the professional context and shall refrain from inciting violence or hate and from unwarranted discrimination of any person or group of people. The Recipient shall inform GIZ without delay of any allegations of sexual exploitation, sexual abuse and/or sexual harassment that are credible enough to warrant an investigation and are directly linked to the project. Upon request by GIZ, the Recipient shall provide all available information concerning such allegations, including information on the subsequent measures taken.

10. Conflicts of interest

10.1 The Recipient must avoid conflicts of interest in connection with this Contract. The Recipient must also take appropriate precautions regarding the handling of conflicts of interest. A conflict of interest may arise especially for reasons involving economic interests, political affinities or national ties, family relationships, friendships or any other interests.

10.2 The Recipient undertakes to disclose without delay to GIZ any circumstances that might represent a conflict of interest or that could lead to such. All further steps must then be agreed with GIZ.

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11. Combating money laundering, funding of terrorism and bribery, and upholding embargoes

11.1 The Recipient must not support measures of any kind that are conducive to money laundering, the funding of terrorist activities or corruption.

11.2 The Recipient must not make available, either directly or indirectly, any funds or other economic resources from the GIZ local contribution to third parties that are on a sanctions list of the United Nations and/or the EU. Within the framework of the project specified under Section 1.5, the Recipient may enter into and/or maintain contractual or business relations only with third parties that are reliable and in respect of which there are no statutory bans on entering into such relations. Furthermore, the Recipient must comply with any embargoes or any other trade restrictions issued by the United Nations, the EU and the Federal Republic of Germany within the framework of implementation of the project.

11.3 The Recipient must notify GIZ without delay and on its own initiative if an event occurs that results in the inclusion of the Recipient, a member of its staff, its official managing body and/or other administrative bodies, its shareholders and/or a contracting partner of the Recipient on a sanctions list issued by the United Nations Security Council, the EU or the Federal Republic of Germany. This also applies if the Recipient becomes aware that it or one of the aforementioned persons is on such a sanctions list.

11.4 Corruption in any form is prohibited. The Recipient must not, either directly or via a third party, offer or grant any gifts or advantages, or accept or request such gifts or advantages for itself or a third party, in connection with the implementation of the Contract. The Recipient must also establish appropriate and reasonable measures to prevent and tackle corruption.

11.5 The Recipient must require all parties it involves in implementing the project to comply with the provisions referred to in this Section 11, both during project development and with regard to its implementation.

11.6 The Recipient must notify GIZ without delay of the occurrence of a breach of any provision of this Section 11. The rights of GIZ under Section 13 remain unaffected.

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12. Force majeure

12.1 Force majeure is an unavoidable event (e.g. natural disaster, outbreak of a disease or epidemic, serious unrest, war or terrorism) that no human foresight or experience could anticipate, that cannot be evaded or overcome through the economically reasonable use of resources and by exercising the utmost care and that constitutes an impediment to GIZ and/or the Recipient fulfilling their contractual obligations. If an event originates from the sphere of responsibility of one of the parties to this Contract, this does not constitute force majeure.

12.2 The Recipient must inform GIZ without delay of a force majeure event in accordance with Section 12.1, stating the nature, expected duration and expected effects, and must consult GIZ on the further course of action. If GIZ or the Recipient is of the opinion that the implementation of the project or the fulfilment of obligations assumed by the Recipient under this Contract is jeopardised or precluded, it must consult the other party regarding the further course of action.

12.3 There is no breach of obligations under this Contract if GIZ or the Recipient is prevented from complying with its obligations due to force majeure. As long as force majeure makes the implementation of measures impossible, the Recipient may suspend implementation. The Recipient must endeavour to keep any adverse effects on the project to a minimum.

13. Withholding and cancellation of disbursement, repayment of the local contribution

13.1 GIZ is entitled to suspend or cancel disbursement of the local contribution in part or in full if an event occurs that is detrimental to the Contract. In particular, such an event occurs when:

a) the Recipient is unable to provide evidence of the use of the local contribution for the purpose laid down in this Contract;

b) the Recipient fails to use or no longer uses items purchased for the project and financed from the local contribution for the purposes of this Contract;

c) the Recipient has breached other significant terms of this Contract;

d) the Recipient has made false statements or withheld relevant information prior to conclusion of the Contract or during implementation of the project, if and to the extent that GIZ would not have awarded the local contribution or would not have made one or

more disbursements if the statements had been correct or the relevant information had been received;

e) exceptional circumstances (e.g. force majeure as defined under Section 12.1) arise that seriously jeopardise or entirely prevent achievement of the purpose of the local contribution, the implementation of the project or the fulfilment of the obligations entered into in this Contract by the Recipient; or

f) the commissioning party and/or the third-party funding provider (if such exists) terminates, suspends or modifies the relevant agreement with GIZ that forms the basis for this Contract for local contributions.

13.2 GIZ is furthermore entitled to terminate this Contract in part or in full with immediate effect if any of the events set out in Section 13.1 a) to f) occur. If any of the events set out in Section 13.1 a) to d) occur, GIZ is entitled to terminate the Contract with immediate effect if the situation is not corrected within a period to be defined by GIZ; this period must not be less than 30 days. If the events set out in Section 13.1 e) or 13.1 f) occur, there is no requirement for such a period to be set by GIZ.

13.3 After termination of this Contract and upon demand from GIZ, the Recipient must immediately repay to GIZ the unused funds from the local contribution for which there are no further liabilities of the Recipient within the meaning of this Contract. This also includes all earnings and returned funds.

The Recipient undertakes to demand repayment of funds that were paid or committed on a legally binding basis to third parties in good faith and within the meaning of this Contract prior to termination and to repay these to GIZ. Repayment is limited to the amount that the Recipient receives from the third party in question after carrying out all reasonable measures including legal action. The Recipient must give immediate notice to terminate existing obligations to third parties (e.g. employment contracts, rental contracts, loans).

If the event set out in 13.1 a) occurs, the Recipient must repay not only the unused funds from the local contribution but also such funds as have not demonstrably been used correctly by it for the purpose set out in the Contract.

If the event set out in 13.1 b) occurs, the Recipient must repay not only the unused funds from the local contribution but also those funds that have been used for the items in question.

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14. Final provisions

14.1 The annexes to the Contract form an integral part of this Contract.

14.2 Should individual provisions of this Contract be or become invalid, this will not affect the validity of all other provisions under the Contract. In this event, GIZ and the Recipient must replace any such invalid provision with a valid provision that best reflects the meaning and purpose of the invalid provision and that can be assumed to be what GIZ and the Recipient would have agreed upon when the Contract was signed had they been aware of or foreseen that the provision could be or become ineffective or null and void. The same applies to any omissions in this Contract.

14.3 Supplements and amendments to this Contract must be made in text form in order to be valid, in the form of an amendment to the Contract. In particular, a change is considered to be 'material' if a change in scope, structure, concept, cost category or objective of the Project results in the purpose or benefit of the Project being fundamentally affected.

15. Applicable law

15.1 This Contract is governed by the law applicable at the official location of the Recipient.

15.2 The place of jurisdiction is Freetown, Sierra Leone.

Monrovia, Date 18/08/26

p.p. Dgomba

Max-Emanuel Hatzold, ReGo Commission Manager, 1600 GIZ
signature of GIZ

18/08/26

i.A.

Ilona Poschinger, Head of Finance and Admin., 1600
signature of GIZ

Monrovia, Date

Jeffery Yates
Signature