**Cooperation Agreement[[1]](#footnote-1)**

The following Cooperation Agreement is to be concluded between

**Funding recipient:**

Representative:

Address:

Contact person:

Phone:

E-mail:

- hereinafter referred to as the **“Funding Recipient”** -

and

**Project partner:**

Representative:

Address:

Contact person:

Phone:

E-mail:

- hereinafter referred to as the **“Project Partner”** –

**1. Object and basis of the agreement**

1. The parties conclude this agreement for the purpose of the joint execution, financing and management of the project with the following title: “[Title]”. For this purpose, the Funding Recipient has applied for funding from the German Federal Environmental Foundation (hereinafter referred to as the “DBU”) as a formal applicant.
2. The basis of the Cooperation Agreement is the Letter of Approval dated [date] that was issued by the DBU and received by the Funding Recipient under Reference No. [Ref. No.] and has been accepted by said Funding Recipient. The Project Partner recognises and accepts the terms and conditions specified therein. The DBU Funding Guidelines and Procedural Provisions also apply, and must be complied with in full by the Project Partner unless any of these guidelines or provisions are expressly and specifically excluded. Any changes or amendments to the funding approval will also affect the relationship between the parties to the agreement accordingly, unless otherwise stipulated.
3. The anticipated time frame for the project is [#] months from [date] to [date].

**2. Contractual relationship**

1. The agreement concerns a joint project between the Funding Recipient and the Project Partner.
2. The Funding Recipient is the sole contractual partner and grantee with respect to the DBU as the granting authority. The Funding Recipient is solely responsible to the DBU in terms of the content and costs of the project. They are responsible to the DBU for the coordination of all project activities and, in particular, for the technical implementation and financial management of the project. The Project Partner grants the Funding Recipient power of attorney for all statements to the DBU.
3. The technical work involved in implementing the project will be carried out equally by both partners. The parties to this agreement shall support each other during the execution of the project. Project coordination is to be equally distributed between the Funding Recipient and the Project Partner in accordance with the measures and tasks specified in the project application. The project will be coordinated and managed by the project manager(s).
4. To ensure that the project can be executed properly, the parties to this agreement must each name at least one contact partner.
5. The parties to the agreement agree to regularly inform one another of the current status of the project and the progress made in individual areas. Any difficulties that arise and other important information must be shared promptly with the contact person(s).
6. Both parties to the agreement guarantee that the project will be realised using the approved funding and the personal contributions defined in the financing plan. In accordance with the cost and financing plan that was approved by the DBU, both parties to the agreement will be individually responsible for monitoring the cost items that fall into their respective areas of responsibility and agree to contribute their own corresponding personal funds/make their own corresponding personal contributions to the project.

**3. Allocation of tasks and responsibilities**

1. The cooperation should optimally combine the different previous experiences and specialist knowledge and skills of both parties while at the same time utilising the organisational structures of both partners in a logical, useful way.
2. In addition to the financial management of the project, the Funding Recipient is primarily responsible to the DBU, inter alia, for the following during project implementation: [*for example: project coordination within their organisation; budgetary control of the gross pay, the project-related indirect costs, the material costs, third-party services and travel costs within their organisation; the specification of individual measures for project activities; etc.*]
3. In addition to contributing to the financial management and the provision of their personal contribution to the project, the Project Partner is primarily responsible, inter alia, for the following during project implementation: [*for example: project coordination within their organisation; budgetary control of the gross pay, the project-related indirect costs, the material costs, third-party services and travel costs within their organisation; the specification of individual measures for project activities; etc.*]
4. Both partners are equally responsible for: […]

**4. Financial processing, transfer of funds
and proof of use**

1. On the basis of the cost and financing plan that was approved by the DBU, with total costs amounting to EUR [total costs] and a personal contribution to be made of EUR [personal contribution], the Funding Recipient shall receive a maximum of EUR [funding amount] in funding. With total costs amounting to EUR [total costs] and a personal contribution to be made of EUR [personal contribution], the Contract Partner shall receive a maximum of EUR [funding amount] in funding.
2. The project must be carried out in accordance with the framework of the approved cost plan. The Project Partner hereby declares the assumption of their personal contribution in accordance with the cost and financing plan that was approved by the DBU.
3. As the grantee and sole contractual partner of the DBU, the Funding Recipient alone shall receive the funding that was approved on behalf of the Project Partner. The Funding Recipient is hereby obligated to transfer the funding that they have actually received in accordance with the financing plan that is intended for the Project Partner to said Project Partner. The Project Partner shall provide the Funding Recipient with details of a corresponding bank account where the Funding Recipient is to transfer the funds.
4. The funding is earmarked and, in accordance with the application, solely intended to cover expenses that arise during the approved project duration in order to carry out the activities specified in the submitted plans.
5. As a rule, once the first instalment payment has been disbursed, every additional funding instalment will only be made available when the utilisation of the funds that have already been disbursed as well as the corresponding proportional personal contribution have been demonstrated.
6. The Project Partner must submit proof of use indicating when the funds were disbursed, the scope in which said funds were disbursed, and what they were actually used for. Moreover, the Project Partner must include a list of the project-related payment receipts including the amounts paid and the payment date. This list must be chronological based on the actual date of payment. All project-related revenues must also be included in the proof of use. The proof of use must be compiled in a timely manner so that it can be sent to the DBU in good time together with the proof that is to be provided by the Project Partner. The Project Partner’s proof of use must therefore be submitted to the Funding Recipient by [date], [date] and [date].
7. The first intermediate documentation must be submitted when requesting the second funding instalment. The final documentation must be submitted as soon as possible, at the latest three months after the end of the funding period. In the case of cost-based funding, the proof of use must be created on a cost basis. Proof must include all incurred project costs (total costs) in accordance with the cost and financing plan, whereby the personal contribution and funding used must both be demonstrated. Voluntary work that is declared as a personal contribution must be recorded and settled in accordance with DBU specifications.
8. Deviations from the approved cost and financing plan are only possible in accordance with the terms of the approval and only subject to prior agreement with the DBU.

**5. Progress and final reports**

1. The Funding Recipient and the Project Partner are to create factual progress and final reports in accordance with the terms of the approval and the specifications of the DBU. For this purpose, the parties to the agreement are to communicate on their respective areas of responsibility.
2. The reports must contain a description of the progress made on the project as well as (photographic) documentation of the activities that have been carried out together with quantification of the project results.
3. Progress reports must be submitted to the Funding Recipient in German and/or English in the structure specified by the DBU on the following dates: [date], [date], [date].
4. The final report as the result of the planned project must be submitted immediately to the Funding Recipient as a conclusive report in accordance with DBU specifications at the end of the funding period or, at the latest, two months after the end of the project. The report must set out the results of the project in an easily understandable manner in accordance with the objective(s) specified in the application. The Project Partner must submit an utilisation plan to the Funding Recipient describing the ways in which the project results can be used.

**6. Publications/public relations**

1. The progress and results of the project are to be made public in a suitable manner; details must be discussed with the DBU Branch Office in the course of the project.
2. Any future publication or event involving this project must indicate that it received DBU funding. Non-project-related use of the data sets that were made available is not permitted.
3. The DBU logo must be used in all publicity measures and publications in connection with the funded project.

**7. Final provisions**

1. Project funding from the German Federal Environmental Foundation is a prerequisite for executing the project. If this funding is revoked, cancelled or terminated for any reason, the object of this agreement shall be null and void.
2. Changes or additions to this agreement can only be made jointly by the parties to the agreement and must be made in writing. This also applies to changes to the clause requiring changes to be made in writing. If these changes or additions result in significant changes to the project or affect the cost and financing plan, they are only permitted subject to prior approval from the DBU as the granting authority.
3. Should any individual provisions of this agreement be or become invalid, this will not affect the validity of the remaining provisions. The parties to the agreement are obligated to replace the invalid provision with a valid provision that comes as close as possible to the original intent. Sentence 2 also applies in the event of a loophole in the agreement.
4. The parties to the agreement shall undertake to settle any and all differences of opinion in terms of the execution of the project by mutual agreement. The agreement is subject to German law. The place of jurisdiction for all disputes arising from this Cooperation Agreement is [court/place of jurisdiction].
5. The Cooperation Agreement will be drawn up in duplicate; each party to the agreement will receive one copy.
6. The following Annexes form an integral part of this agreement.

1. Letter of Approval from the DBU dated [date], [Ref. No.], including annexes

2. Project application (version dated [date])

3. Information sheet “Financial processing and proof of use” (cost basis/expenditure basis)

4. DBU Funding Guidelines with Procedural Provisions

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[Place], [date] [Place], [date]

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Funding Recipient Project Partner

1. This document is solely intended to serve as a boilerplate text that offers suggestions of possible wording for the independent, autonomous creation of a cooperation agreement. It does not guarantee validity or completeness and must be adapted by the parties to the agreement for each individual situation and implementation. The use of this template does not constitute any legal obligation to the DBU as the granting authority, either as party to the agreement, as an intermediary, as a consultant, or otherwise. [↑](#footnote-ref-1)