ANNEX 4 DISBURSEMENT PROCEDURE

1. REIMBURSEMENT PROCEDURE

1.1 The Recipient itself shall initially settle all payments due in full.

1.2 Upon written call for disbursement by the Recipient in accordance with the annexed specimen (Annex 5), the GIZ shall reimburse the amounts the Recipient has already paid for supplies and services from contractors or for measures it has implemented itself.

1.3 The Recipient shall generally make calls for disbursement every three months. However, it can make a call for disbursement immediately if the amount to be disbursed exceeds the equivalent of Euro 50,000.

1.4 All calls for disbursement shall be numbered consecutively, dated, signed by the Recipient and be submitted to the GIZ Office stipulated in Section 1.3 of the Special Agreement. The Recipient shall attach the following documents:

- A statement of accounts broken down in accordance with Section 2.3 of the Special Agreement, listing all the amounts already settled and all revenues (cf. Specimen Annex 6).

- A list of expenditures broken down in accordance with Section 2.3 of the Special Agreement for the preceding payment period, in which all expenditures of the Project for invoices or advance payments made are entered chronologically, indicating where the original vouchers are filed in the accounts kept by the Recipient and containing brief details on the purpose and recipient of the payments made (c.f. Specimen Annex 7). For simplicity's sake, payments not exceeding the equivalent of up to Euro 200 may be added together.

- Duplicate or photocopy of customary trade invoices, insofar as the order value exceeds the equivalent of Euro 2,500, for those supplies and services paid fully or in part from the financial contribution. In the case of order values which exceed the equivalent of Euro 12,500 photocopies of the pertinent contracts for supplies and services shall also be submitted.

- In the case of shipments from abroad with a value exceeding the equivalent of Euro 2,500, copies of the shipping documents (e.g. bill of lading, waybill), indicating the type and nationality of the means of transport employed, type and quantity of goods transported, together with time and place of loading.

- Evidence of complete settlement of the invoices for supplies and services, including any share of financing for which the Recipient is responsible, insofar as the order value exceeds the equivalent of Euro 2,500 (e. g. bank debit advice, acknowledgement of receipt by the contractor).

- A schedule of the measures involved (schedule of works) insofar as Project measures are carried out by the Recipient itself, subdivided in accordance with Section 2.3 of the Special Agreement, indicating the nature and purpose, as well as the relevant costs of the work performed. Any costs which fall under general administration costs cannot be included in the schedule of works. The costs of the work performed in the schedules of works shall be identified in accordance with the relevant item (cf. Section 2.3 of the Special Agreement)

The Recipient shall confirm on the calls for disbursement that the supplies and services have been rendered properly. The Recipient shall endorse the statement of accounts, the statement of expenditures and any schedules of work, and thus certify that they are complete and correct.
The calls for disbursement, statements and schedules shall be countersigned by the Expert Consultant. This endorsement shall not imply recognition of the documents by the GIZ.

The Recipient shall submit all the above documents in either German, English, French or Spanish. Documents in any other language must be accompanied by a translation into any of these languages.

At the request of the GIZ / the Expert Consultant, the Recipient shall that the signatories of the documents, declarations and endorsements pursuant to this Section are authorized to represent the Recipient in the implementation of the Special Agreement. The Recipient shall submit, together with the confirmation, specimen signatures of these persons certified by the Recipient.

Documents which do not comply with the conditions of this Section or which contain signatures that are not conclusively those of the legitimate representatives of the Recipient, cannot be accepted by the GIZ. Article 3 of the Financing Agreement shall remain unaffected.

1.5 The GIZ reserves the right initially to withhold a sum equivalent to up to 5 % of the total amount of the financial contribution initially. The amount withheld shall be disbursed on separate written request for disbursement as soon as all obligations of the Recipient arising from the Financing Agreement and Special Agreement, in particular regarding the reporting, have been met.

2. DIRECT PAYMENT PROCEDURE

2.1 In addition to the calls for disbursement in accordance with the reimbursement procedure (cf. Section 1), the Recipient can also request that payments be made via the direct payment procedure.

2.2 On written request for disbursement by the Recipients in accordance with the annexed Specimen (Annex 5), the GIZ shall, in settlement of the invoices against the Recipient, pay the sums when due for supplies and services directly to contractors.

2.3 All calls for disbursement shall be numbered consecutively, dated, signed by the Recipient and be submitted to the GIZ Office stipulated in Section 1.3 of the Special Agreement. The Recipient shall attach the following documents:

- Duplicate or photocopy of customary trade invoices for those supplies and services for which settlement by the GIZ has been requested, together with copies of the pertinent contracts for supplies or services. The invoices shall be identified against the relevant items (cf. Section 2.3 of the Special Agreement)

- In the case of shipments from abroad with a value exceeding the equivalent of Euro 2,500, copies of the shipping documents (e.g. bill of lading, waybill), indicating the type and nationality of the means of transport employed, type and quantity of goods transported, together with time and place of loading.

The Recipient shall confirm on the calls for disbursement that the invoiced supplies and/or services have been rendered in accordance with the contractual conditions and that they are due for payment.

The calls for disbursement shall be countersigned by the Expert Consultant. This counter-signature shall not imply recognition of the invoices by the GIZ.
The Recipient shall submit all the above documents in German, English, French or Spanish. Documents in any other language must be accompanied by a translation into German or English.

At the request of the GIZ / the Expert Consultant, the Recipient shall confirm that the signatories of the documents and declarations pursuant to this Section are authorized to represent the Recipient in the implementation of the Special Agreement. The Recipient shall submit, together with the confirmation, specimen signatures of these persons certified by the Recipient.

Documents which do not comply with the conditions of this Section or which contain signatures that are not conclusively those of the legitimate representatives of the Recipient, cannot be accepted by the GIZ. Article 3 of the Financing Agreement shall remain unaffected.