

# AGREEMENT

between

**Evangelisches Werk für Diakonie und Entwicklung e. V.**  
for Brot für die Welt  
represented by the Executive Board  
Caroline-Michaelis-Str. 1  
D-10115 Berlin

VAT ID no. DE-147801862

- hereinafter referred to as “Client” -

and

Name:

Address:

Telephone:

Email:

VAT ID no:

- hereinafter referred to as “Contractor” -

the following agreement is concluded:

## 1. Designation and object of the contract

Designation/Title:

Object:

*Please always state the contract and project number in all correspondence:*

Contract number:

Project number:

The Contractor carries out the contract on a freelance basis.

Details of the contract are set out in the attached invitation to tender for \_\_\_\_\_, which forms an integral part of this agreement and is attached as **Annex 1**, in particular the terms of reference contained therein in the version dated XX.XX.20XX.

Components of the agreement are in the following order of priority:

- the tender documents, in particular the terms of reference in the version dated XX.XX.20XX (Annex 1),
- the present agreement
- the contract budget (Annex 2)
- the Terms and Conditions for payment (Annex 3)
- the Contractor’s tender dated XX.XX.20XX Insert date of final tender (Annex 4)
- the organisational requirements and principles for data protection (Annex 5)

- the Code of Conduct of the Evangelisches Werk für Diakonie und Entwicklung e.V. (Annex 6)
- the General Contractual Terms and Conditions for the execution of services – VOL/B

## 2. Performance period

|  |  |  |   |
|--|--|--|---|
| The contractual relationship begins on |  | and ends with the fulfilment of the contract, but at the latest on | without the need for a notice of termination. |
|--|--|--|---|

## 3. Remuneration and reimbursement of expenses

### Variant for Contractors from Germany<sup>1</sup>:

3.1 The Contractor receives remuneration for services rendered in the maximum amount of **EUR net** (excluding German value-added tax). Expenses are reimbursed in accordance with the contractual budget (Annex 2) up to an amount of **EUR**.

The amounts are exclusive of the legally applicable value-added tax, which the Contractor generally pays himself/herself.

If the Contractor is obliged to pay value-added tax, the Contractor must issue the invoice in accordance with the statutory provisions and must show the value-added tax separately in the invoice.

### OR: Variant for Contractors from outside Germany:

3.1 The Contractor receives remuneration for services rendered in the maximum amount of **EUR net** (excluding German value-added tax). Expenses are reimbursed in accordance with the contractual budget (Annex 2) up to an amount of **EUR**.

If the Client is obliged by law to withhold and pay value-added tax on behalf of the Contractor (reverse charge procedure), the Contractor issues an invoice only for the net amount (excluding German value-added tax) in accordance with the applicable statutory provisions. In addition, the Contractor is obliged to comply with the local regulations on income tax and value-added tax and to pay the taxes, insofar as the service is taxable abroad, to the local tax authorities.

3.2 Details of remuneration and reimbursement of expenses are set out in the **contract budget** enclosed as **Annex 2**, which forms part of this agreement.

3.3 Generally, the maximum remuneration and cost items specified in Section 3.1 in conjunction with **Annex 2** may not be exceeded. Costs in excess of individual items are only remunerated or reimbursed with the express written confirmation of the Client with reference to Section 3.3 of this agreement.

3.4 The Contractor is not entitled to exhaust the maximum remuneration and/or reimbursement of expenses specified in Section 3.1.

3.5 These payments settle all claims of the Contractor, including the claims for remuneration arising from the granting of rights in accordance with Section 5 of this agreement.

## 4. Tenders

4.1 Contracts for the supply of goods and services must regularly be awarded in compliance with the principle of economic efficiency and cost containment and must be subject to competition. Where possible, environmentally friendly procurement criteria must also be taken into account when deciding on the award of contracts.

4.2 For all purchases with an expected contract value of more than 1,000 euros (excluding value-added tax), offers from at least three different potential subcontractors must be obtained and

<sup>1</sup> Die nichtzutreffende Variante ist zu streichen!

compared before the contract is awarded or concluded.

4.3 The procurement procedure must be documented in writing.

4.4 The division of a contract into several awards is inadmissible if the purpose is to fall below a maximum value.

4.5 If the Contractor is subject to stricter national procurement law requirements, these must also be taken into account and complied with.

## **5. Billing conditions**

5.1 For the settlement of the remuneration and the costs to be reimbursed and payment modalities, the “**Terms and Conditions for Payment**” apply, which are an integral part of this agreement and are enclosed as **Annex 3**.

5.2 Bank account

The Client makes payments to the following account of the Contractor:

Bank account holder:

Account number:

IBAN:

BIC (SWIFT code):

Name and address of the bank:

## **6. Granting of rights**

6.1 Work results achieved or elaborations intended for publication (hereinafter referred to as “Work”) are the property of the Client.

6.2 Insofar as the Contractor is entitled to a statutory copyright to the Work, the Contractor grants the Client an exclusive right of use, unlimited in terms of space, time and content, for all known types of exploitation, in particular for the reproduction, distribution and publication of the Work. This includes the right to present the Work on the internet including social media.

6.3 This granting of rights is settled with the payment of the agreed remuneration in accordance with Section 3 of this agreement.

6.4. The Contractor assures that all work results created within the scope of the contract are free from third-party rights and that there is nothing to prevent the unhindered exercise of rights of use by the Client. He/she indemnifies the Client against any claims of third parties.

## **7. Service delivery, service disruptions, termination**

7.1 The Contractor undertakes to perform the services professionally and at his/her own risk.

7.2 The Contractor may call in his/her own specialist staff to deliver the services. The Contractor is solely responsible for the fulfilment of the obligations under labour law and insurance law, official obligations and the obligations of the employers’ liability insurance association, also with regard to the staff deployed.

7.3 The Contractor may transfer the performance of the service to equally suitable third parties (subcontractors) in accordance with this section. If a subcontractor not already named before the award of contract is to be engaged, the Client’s consent must be requested at least two weeks before the planned engagement. The Client reserves the right to request information about the subcontractor. If the Client does not react within the two weeks, the Client is deemed to have given its consent. In any case, the Contractor remains responsible for the performance of the service and indemnifies the Client against third party claims.

7.4 If services under this agreement are delayed for reasons for which the Contractor is responsible, any resulting additional costs as well as rebooking or cancellation fees are borne by the Contractor. No claim to remuneration arises for the period of delay.

7.5 If it becomes wholly or partially impossible for the Contractor to carry out the contract as a result

of circumstances for which neither the Contractor nor the Client or the partner organisation are responsible (e.g. natural disasters, security situation in the country of stay), the claim to remuneration lapses. Previous services, insofar as the Client has use for them, must be invoiced according to the contract prices or according to the proportion of the performed part of the total contractual services on the basis of the contract prices. Any overpayments must be refunded to the Client.

7.6 This agreement may be terminated in writing by either party with three weeks' notice to the end of the month.

7.7 The agreement may be terminated without notice in writing for good cause by

(a) the Client in particular,

1. if the Contractor fails to comply with material obligations despite two warnings by the Client relating to the same obligation. The warnings must be in writing and there must be a reasonable period of time between them
2. if the Contractor has participated in an unlawful restraint of competition within the meaning of the Act against Restraints of Competition in relation to the award, or
3. the Contractor's conduct threatens to damage the Client's image and reputation

(b) the Contractor in particular,

1. if the Client fails to comply with obligations despite two warnings by the Contractor relating to the same obligation. The warnings must be in writing and there must be at least two weeks between them
2. if the Client is in default with a payment obligation incumbent on it for more than two months despite two reminders

c) both parties in particular in the event of force majeure, the impact of which is such that, in the reasonable discretion of one of the two parties, the agreement cannot reasonably be expected to continue in the long term or for any other important reason.

7.8 If a termination is caused by a party's culpable conduct in breach of the agreement, this party is obliged to compensate the other party for the damage caused by the termination of the agreement. In the event of termination due to culpable conduct in breach of contract on the part of the Contractor, the Client may demand interest in the amount of five percentage points above the current basic interest rate since the claim for repayment arose. The currently valid basic interest rate corresponds to the relevant information provided by the Deutsche Bundesbank (German Federal Bank) at <https://www.bundesbank.de/en/bundesbank/organisation/gtc-and-legal-basis/basic-rate-of-interest-616708> (website content in English).

## **8. Liability**

8.1 Unless otherwise stated below, claims of the Contractor against the Client for damages are excluded. Excluded from this are claims for damages arising from injury to life, limb or health if the Client is responsible for the breach of obligation and for other damages based on an intentional or grossly negligent breach of obligation by the Client.

8.2 This agreement does not entitle the Contractor to bind the Client in relation to third parties. The Contractor indemnifies the Client against liability towards third parties for damages of any kind arising from the execution of the contract for which the Contractor is responsible.

8.3 Further claims of the Contractor, irrespective of the legal grounds (in particular claims arising from breach of principal and ancillary contractual obligations, reimbursement of expenses, tort and other tortious liability) are excluded; this applies in particular to claims arising from consequential damage and to claims for compensation for lost profit. This does not apply if the Client has breached a material contractual obligation (cardinal obligation) or if the Client, its legal representative or vicarious agent is guilty of intent or gross negligence. Material contractual obligations are obligations which protect the legal positions of the Contractor which are material to the contract

and which the agreement is intended to grant to the Contractor in accordance with its content and purpose; material contractual obligations are also obligations whose fulfilment makes the proper performance of the agreement possible in the first place and on whose fulfilment the Contractor has regularly relied and may rely.

8.4 In the event of liability on the part of the Client for breach of material contractual obligations, compensation for damages is limited to the foreseeable damage typical for the contract.

## **9. Insurance cover, necessary certificates and participation**

9.1 In the event that this contract includes travel abroad, the Contractor assures that there are no personal health concerns about travelling to the countries concerned and that he/she observes and complies with the local vaccination regulations. If required, the Contractor submits a medical certificate documenting fitness for work in tropical climates..

The Contractor is responsible for obtaining the necessary visa for the country to be visited in good time.

9.2 There is no travel, sickness and accident insurance cover for Contractors at home and abroad through the Client. The Contractor undertakes to obtain the necessary insurance cover and to ensure that the insurance cover is also valid for the countries to be visited.

The Contractor is furthermore obliged to ensure that any technical equipment brought along (recording devices, laptop, mobile phone, etc.) is adequately insured against loss, theft, damage and destruction.

The cost of any insurance cover is borne by the Contractor.

9.3 The Client is not liable for any damages incurred by the Contractor as a result of non-compliance with the aforementioned regulations.

## **10. Confidentiality, due diligence, and data protection**

10.1 The Contractor undertakes to maintain confidentiality about all information that has become known or comes to light in connection with the implementation of this agreement, in particular the business and operational or official affairs of the Client and its partner organisations, even after the end of this agreement, and to use such knowledge only for the implementation of this agreement. The Contractor is in particular obliged to maintain confidentiality about any facts which the Client designates as confidential.

10.2 The Contractor undertakes to carefully store the documents provided to him/her during the term of the contract, to protect them from access and to return them upon request after the end of this agreement. This also applies to the documents produced by the Contractor or the Client for the fulfilment of this agreement in the course of its performance. Any data carriers provided by the Client must be returned. All stored data must be deleted after completion of the contract, unless a retention obligation has been expressly agreed.

10.3 The Contractor complies with applicable data protection regulations. The Contractor warrants to process personal data in accordance with organisational requirements and data protection principles as set out in **Annex 5**.

## **11. Principles and Code of Conduct**

11.1 The contract must be carried out with due regard to gender equality, impact and target group orientation as well as sustainability criteria.

11.2 The Contractor recognises the fundamental principles of the “Code of Conduct of the Evangelisches Werk für Diakonie und Entwicklung e.V.” (see **Annex 6**, Paragraphs 4.–8.) as guiding principles for his/her activities.

11.3 The Contractor undertakes to refrain from any activity for third parties (including partner organisations) that might give rise to a conflict of interest between the interests of the Client and the third party.

## 12. Contact persons, information and reports

12.1 The parties designate contact persons for each other who are authorised to receive and issue declarations in this contractual relationship.

12.2 The Contractor has a comprehensive duty to inform and provide information to the Client on all matters in connection with this agreement, with the sole exception of business and trade secrets of the Contractor. At the request of the Client, the Contractor must immediately provide all information in connection with the implementation of the agreement and grant the Client access to all documents (including electronic documents) relating to the implementation of the agreement. In order to exercise the information and control rights arising from this agreement, the Client may avail itself of the support of third parties who are obliged to maintain confidentiality.

12.3 The Contractor prepares a final report in accordance with **Annex 1** Section 1.7. The Client is entitled, at its discretion, to request interim reports.

## 13. Amendments to the agreement, legal validity and place of jurisdiction

13.1 Amendments or supplements to this agreement must be made in writing to be legally effective.

13.2 If individual provisions of the agreement are invalid, the validity of the remaining provisions remains unaffected.

13.3 This agreement is governed by German law. The contractual language for the legal interpretation of this agreement is German. Both parties expressly declare the jurisdiction of the Federal Republic of Germany to be competent. The place of performance and jurisdiction is Berlin.

## 14. Special agreements

|   |
|---|
| In derogation of the provision in clause no:<br>the following agreement is concluded: |
|---|

|                           |                       |
|---------------------------|-----------------------|
| <b>For the Client:</b>    |                       |
| Place and date:           | Signature:            |
|                           | Name in block letter: |
| Place and date:           | Signature:            |
|                           | Name in block letter: |
| <b>For the Contractor</b> |                       |
| Place and date:           | Signature:            |
|                           | Name in block letter: |

### Annexes:

Annex 1: Invitation to submit a tender dated Datum eingeben

Annex 2: Contract budget

Annex 3: Terms and Conditions for Payment

Annex 4: Tender of the Contractor dated Datum eingeben

Annex 5: Data protection requirements and principles

Annex 6: Code of conduct EWDE

|   |  |                                  |  |
|---|--|----------------------------------|--|
| <b>EWDE responsibility for this contract:</b> |  | <b>Administrative data:</b>      |  |
| Work unit:                                    |  | Fund, project or cost centre no. |  |
| Contact person:                               |  | Contract no:                     |  |
| Telephone:                                    |  |                                  |  |
| Email:  |  |                                  |  |