

FRAMEWORK AGREEMENT

on Consultancy and Support Services (CSS)

The Parties

Evangelisches Werk für Diakonie und Entwicklung e. V.
for Brot für die Welt
Caroline-Michaelis-Str. 1
10115 Berlin
Germany
USt-Id-Nr.: DE147801862

- hereinafter referred to as "Client" -

and

Name

Address:

VAT ID No:

Phone:

Email:

- - hereinafter referred to as "Contractor" -

- hereinafter jointly referred to as "the Parties" -

have entered into the following agreement:

1. Subject of the Agreement

Title of the agreement:

Framework agreement for consultancy and support services for organisations mainly based in Europe, Canada and USA for the period 2022 until 2025

Please always quote the reference number of this agreement in all correspondence:

XXX

Components of the agreement are listed in the following order:

- The procurement documents, in particular terms of reference including information for tenderers from the tendering procedure Consultancy and Support Services (CSS) for organisations mainly based in Europe, Canada and USA.
- This framework agreement
- Contractor's tender of **XXX**
- The German general terms of contract for the provision of supplies and services (Allgemeine Vertragsbedingungen für die Ausführung von Leistungen - VOL/B)
- The German civil code (Bürgerliches Gesetzbuch - BGB)

2. Performance period

The duration of the framework agreement will begin on the date on which the contract is awarded and will end on 31 December 2025.

The Client has the unilateral right to terminate the framework agreement as of 31 December 2023.

Notice of termination must be received by the contractor in writing by 30 September 2023

The Client may request an extension of the framework agreement by up to 12 months beyond the end of the term mentioned above. The extension option must be received by the contractor in writing by 30 September 2025.

The duration of annual contracts may exceed the duration of the framework agreement if an annual contract was awarded less than 12 months before the end of the framework agreement.

3. Scope of services and annual contracts

3.1 On the basis of this framework agreement, annual contracts are entered into between the Client and the contractor for a period of one year each. No later than two months before the start of the annual contract, the Contractor will draw up a draft planning outline for the annual contract in accordance with the model set out in **Annex 1**, indicating the foreseeable requirements for the annual contract. The Client will draw up the draft planning overview for the first annual contract in accordance with this framework agreement. On the basis of the design and coordination with the contractor, the Client prepares a planning overview, which forms the basis for the annual contract. The Client will assign the annual contract for the respective year on the basis of the Client's planning overview four weeks prior to the commencement of the annual contract by notifying the Contractor in writing in accordance with the sample attached in **Annex 2**. The provisions of this Framework Agreement will apply to each annual contract.

3.2 The contractor is not entitled to be commissioned with an annual contract of a specific scope.

3.3 The annual contract (annex 2) mainly consists of an estimate of the maximum remuneration and maximum costs to be reimbursed.

3.4 The estimated maximum remuneration stated in the annual contract may only be exceeded after prior written agreement with the Client. Remuneration exceeding the maximum total estimation stated in annual contract will only be made if expressly confirmed in writing by the Client by invoking No. 3.4 of this Framework Agreement.

3.5 The maximum costs to be reimbursed as stated in the annual contract may only be exceeded after prior written agreement with the Client. Any reimbursement of costs exceeding the maximum total estimated costs as stated in the annual contract will only be made if expressly confirmed in writing by the Client by invoking No. 3.5 of this Framework Agreement.

3.6 Based on a detailed and updated planning review prepared by the contractor in accordance with 10.3, No. 4, the Client and the contractor will agree on a quarterly update of the planning overview (annex 1) for the remaining period of the annual contract.

4. Remuneration, payments, bank account

4.1 The Contractor will receive the remuneration offered for services actually rendered.

4.2 As part of this agreement, the "terms of payment" apply to the settlement of remuneration and costs to be reimbursed and payment modalities and are attached as **Annex 3**.

4.3 Bank account

The Client will make payments to the Contractor, using the following account:

Holder of the bank account:

Account number:

IBAN:

BIC (SWIFT-Code):

Bank's name and address:

5. Right of use

5.1 Any work products and any draft work by the Contractor that is intended for publication belong to the Client.

5.2 To the extent the contractor is entitled to a legal copyright, the contractor grants the Client a spatially and temporally unlimited exclusive right of use, in particular for the duplication, distribution and publication of the work. This includes the right to present the work using online platforms.

5.3 This granting of rights will be covered by the payment of the agreed remuneration in accordance with No. 2 of this Agreement.

6. Performance of services, disruption of services, notice of termination

6.1 The contractor undertakes to render services in a professional manner and at his own risk under his own responsibility. He undertakes to maintain the skills and capacity demonstrated in the award process for the duration of the contract and to provide evidence to that effect at any time upon request.

6.2 The Contractor will ensure that a sufficient number of skilled workers have been deployed to perform the services. The Contractor will ensure the continued presence of a project manager as point of contact for the individual partner organisations. The Contractor will ensure his or her availability by phone and email during normal business hours in the country/region in question. For communication with the Client and partner organisations, common file formats will be used.

6.3 The Contractor will be solely responsible for fulfilling their obligations under labour and insurance law or obligations mandated by the police and the employers' liability insurance association vis-a-vis the personnel deployed.

6.4 The Contractor will ensure that workers deployed will behave appropriately towards the partner organisations. Both the Contractor and workers employed by the Contractor will be prohibited from entering into unauthorised agreements with the partner organisations on their own account. In particular, the Contractor may not accept any payments or other forms of compensation from the partner organisations for services under this Agreement. Employees who have been demonstrated to have violated this prohibition may no longer perform services for the Client.

6.5 The Contractor may commission subcontractors who have not already been named prior to the award of the contract only with the prior written consent of the Client. The subcontractors must demonstrate their eligibility for the assignment in the same way as the Contractor. The Contractor's request for approval will be made in writing, accompanied by the necessary supporting documents and in sufficient time to enable the Client to verify the information and supporting documents (i.e. all documents must be received from the Client no later than 4 weeks prior to the intended deployment). To guarantee the proper performance of services by the subcontractor, the Contractor will monitor the subcontractor's performance and ensure that the subcontractor complies with all obligations specified in this Agreement.

6.6 The Contractor undertakes to refrain from accepting any assignments from third parties (including partner organisations), if there is the possibility of a conflict of interest between the interests of the Client and the third party.

6.7 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 will be borne by the Contractor.

6.8 If the contractor is completely or partially unable to carry out the contract due to circumstances for which neither he nor the Client or the partner organisation is responsible (e.g. natural disasters, security situation in the country of residence), the claim for compensation will lapse. Previous services, insofar as they are useful to the customer, shall be invoiced according to the contract prices or according to the ratio of the part of the total contractual services rendered on the basis of the contract prices. Any overpayments must be refunded to the Client.

6.9 The agreement and each annual contract may be terminated for cause without notice,
(a) by the Client, particularly

1. if the Contractor fails to meet essential obligations despite two warnings from the Client in relation to the same issue. The warnings must be in writing and be separated by a period of two weeks,
2. if, with regard to the award of the contract, the contractor has participated in anti-competitive practices within the meaning of the German Act against Restraints of Competition (Gesetz gegen Wettbewerbsbeschränkungen – GWB) or
3. the Contractor's conduct threatens to damage the image and reputation of the Client

(b) by the Contractor, particularly

1. if the Client fails to meet its obligations in spite of two warnings from the contractor with regard to the same obligation. The warnings must be issued in writing and must be separated by at least two weeks.
2. if the Client is in arrears of more than two months with a payment obligation, despite having been given two warnings

(c) by both parties, in particular in cases of force majeure, the effect of which is such that, at the reasonable discretion of either party, the maintenance of the agreement cannot reasonably be expected in the long term or for any other important reason. Notice of termination must be given in writing. If a termination is caused by the culpable conduct of one party in breach of contract, this party will be obliged to compensate the other party for the damage caused by the termination of the agreement.

7. Liability

7.1 Insofar as no other facts emerge regarding the following, claims for damages by the contractor against the Client are not permitted. Exempt from this are claims for damages for injury to life, limb or health if the Client is responsible for the breach of duty and for other damages resulting from intentional or grossly negligent breach of duty by the Client.

7.2 This agreement does not authorise the Contractor to make the Client liable to third parties. The Contractor will indemnify 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. Contracts the Contractor entered into with third parties for the purpose of execution of this contract must include agreements under which the liability of the Client is excluded, with the exception of liability for culpably caused damage due to injury to life, limb or health of a person, unless there is intent or gross negligence on the part of the Client. In addition, it must be ensured that the agreements formulated in this Agreement also apply to contracts with third parties, where necessary.

7.3 Additional claims by the Contractor on whatever legal grounds (in particular claims arising from breach of main and secondary contractual obligations, reimbursement of expenses, tort and other tortious liability) are excluded; this applies in particular to claims arising from consequential damages and claims for compensation for lost profits. This will not apply if the Client has violated an essential 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 protecting material contractual legal positions of the contractor that are granted by the very content and purpose of the agreement; also relevant are those contractual obligations the fulfilment of which makes the proper execution of the agreement possible in the first place and on the observance of which the contractor has regularly relied on and may continue to rely on regularly.

7.4 If the Client is liable in the event of a breach of material contractual obligations, damages will be limited to the foreseeable damage typical for this type of contract.

8. Insurance

8.1 The contractor must acquire adequate insurance cover in accordance with the law and practice of the respective country for the duration of the annual contract and the framework agreement.

8.2 The Contractor is responsible for ensuring that all employees, technical equipment as well as organized events are covered by adequate insurance.

8.3 The Client will not be liable for any damage incurred by the Contractor as a result of non-compliance with the aforementioned regulations.

9. Duty of care and confidentiality/data protection, principles and code of conduct

9.1 The Contractor undertakes to maintain secrecy with regard to all information which have become known or will become known in connection with the execution of this Agreement, in particular the business and operational or official concerns of the Client and the partner organisations, also after the end of this Agreement, and to use such knowledge only for the execution of this Agreement. Any documents entrusted to the contractor will be carefully safeguarded for the duration of the contract, protected from unauthorised access and returned upon request after the end of this agreement. This also applies to the documents prepared by the Contractor or the Client for purposes of carrying out this Agreement while the Agreement is in effect. Any data storage device distributed by the Client are to be returned. All stored data will be deleted upon contract completion, unless a retention obligation has been expressly agreed.

9.2 The Contractor shall comply with all applicable data protection regulations. The Contractor guarantees to process personal data in accordance with organisational requirements and data protection principles as stated in **Annex 7**.

9.3 The Contractor commits to respect the fundamental principles of the “Code of Conduct of the Protestant Agency for Diakonia and Development” as stated in **Annex 8**, points 4-8. .

10. Points of contact, information and reports

10.1 The parties will agree on points of contact who are authorised to receive and issue declarations in this contractual relationship.

10.2 The Contractor has a comprehensive duty to provide the Client with information and disclosure on all questions in connection with this Agreement, except for the Contractor's business and trade secrets. The contractor must inform the Client, for example, of any changes to the points of contact, contact details or addresses of partner organisations. At the Client's request, the Contractor will immediately provide all information in connection with the execution of the Agreement and grant the Client access to all documents (including electronic documents) relating to the execution of the Agreement. For the purpose of exercising the rights of information and control under this Agreement, the Client may use the assistance of third parties who are obliged to maintain confidentiality.

10.3 The Contractor submits to the Client:

1. the summary report to be drawn up in accordance with the sample attached in **Annex 4**, four weeks after completion of the annual contract.
2. the Monitoring and Reporting Sheet for each partner organisation to be drawn up in accordance with the model attached in **Annex 5** (if applicable, several copies per partner organisation for each topic that is the subject of consultation at a partner organisation), four weeks after completion of the annual contract.
3. up to two months prior to an annual contract under 3.1 sentence 2, a draft of a planning overview underpinning the planning overview to be prepared by the Client under 3.1 sentence 5 as basis for the annual contract
4. during the implementation period of an annual contract - the continued and updated planning overview with comments on the last three months as well as an updated forecast for the following quarters on a quarterly basis.
5. four weeks after completion of the annual contract, the planning overview completed with full details on the work implemented during the annual contract period. The Client reviews all reports and documents and notifies the contractor of any requests for changes within four weeks.

10.4 To ensure transparency and quality assurance of activities with regard to monitoring of consultancy and training activities, reporting on services provided and performances rendered, more detailed agreements may be entered into between the Client and the contractor at the time when annual contracts are awarded.

10.5 The Contractor will enter into agreements with Partner Organisations for advice and assistance in accordance with the model of a summary report on individual assignments performed, as attached in **Annex 6**. At the Client's request, short reports on individual assignments performed will be submitted to the Client.

10.6 The language of negotiation for all matters arising out of this Agreement will be English.

11. Changes to the Agreement, Applicable Law and Jurisdiction

11.1 Amendments or supplements to this agreement must be made in writing to be legally valid.

11.2 If individual provisions of the agreement are invalid, the validity of the remaining provisions will remain unaffected.

11.3 This Agreement is governed by German law. For the legal interpretation of this agreement, the contractual language is German. Both parties expressly declare that the Federal Republic of Germany is the prevailing jurisdiction. The place of performance and jurisdiction is Berlin.

For Client	
Place and date:	Name and Signature:
Place and date:	Name and Signature:

For the Contractor	
Place and date:	Name and Signature:
Place and date:	Name and Signature:

Annexes:

Annex 1: Sample Planning Overview (List of planned and implemented specific assignments)

Annex 2: Sample annual contract

Annex 3: Terms and conditions for payment

Annex 4: Sample Summary Report

Annex 5: Sample Monitoring and Reporting Sheet

Annex 6: Sample Short report on specific assignments performed

Annex 7: Organisational requirements and principles on data protection

Annex 8: Code of Conduct of the Protestant Agency for Diakonie and Development

EWDE responsibility for this contract:	
Work unit:	
Point of contact:	
Phone:	
Email:	fuv@EWDE.de