

ANNEX I: MODEL FRAMEWORK CONTRACT

**2019-50014-003** - Framework Contract for the provision of Thematic Advice and Training services for the EU-funded project, Strengthening Community Safety in Yemen.

**2019-50014-003**

# Model Framework Contract For Services

between

Berghof Foundation Operations GmbH  
Lindenstrasse 34,  
10969 Berlin, Germany  
VAT Number: DE23 945 1952

hereinafter: Berghof Foundation

and

Full Name

Address

VAT Number or personal tax id

Email

hereinafter: Expert

both hereinafter: Parties

## § 1 Preamble

This Framework Contract (FWC) expresses the explicit intention of the Parties to remain legally independent. Therefore, the Parties expressly declare that this specific contract is not a contract of employment.

This FWC sets out:

- (1) the procedure by which the Berghof Foundation may order services from the Expert;
- (2) the provisions that apply to any specific contract which the Berghof Foundation and the Expert may conclude under this FWC; and
- (3) the obligations of the Parties during and after the duration of this FWC.

## § 2 Subject Matter and Communication

- (1) The subject matter of the FWC is for the provision of Thematic Advice and Training services for the EU-funded project, *Strengthening Community Safety in Yemen*, as defined in the TOR [number], attached herewith.
- (1) The contact person for the Expert is *Sonja Neuweiler, Co-Director MENA Programme, Berghof Foundation*.

## § 3 Implementation of the FWC

- (1) The period for the provision of the services starts to run from the date on which the specific contract is signed by the last party.
- (2) The FWC is implemented as follows:
  - a) the Berghof Foundation orders services by sending a Request for Services by e-mail to the Expert, who demonstrably offers best value for money for its requirement when assessed for the service concerned against the awarding criteria;
  - b) the selected Expert undertakes to take all the necessary measures to send the Request for Services signed to the Berghof within 5 (five) working days after its reception, unless specified differently in the Request of Service.
  - c) If an Expert is unable to take a Request for Service or if no reply is given on their behalf within that deadline, the Berghof Foundation may call on another Expert using the same criteria, and so on until a suitable Expert is contracted.
  - d) Each Request for Service will be sent together with its Specific Contract. After the signature of the Expert, Berghof Foundation will sign the specific Contract and send a copy to the expert for documentation.

## § 4 Terms of Agreement

- (1) The Expert shall be free to arrange his/her working time and place of work and shall work independently in these respects. The Berghof Foundation shall not give any instructions or orders concerning the working time or place of work of the Expert. This shall also apply to absences that the Expert has planned for a long time, such as absences due to vacation. The Berghof Foundation shall agree on appointments for meetings and presentations and time limits for certain tasks if required.
- (2) The Expert shall deliver his/her work products pursuant to section 2 on his/her own authority. The Berghof Foundation shall not give him/her any instructions or orders concerning the way he/she delivers his/her work products. The Expert shall be liable pursuant to section 276 of the German Civil Code (Bürgerliches Gesetzbuch).
- (3) The Expert shall also notify the Berghof Foundation about absences due to illness, accidents or any other reasons if they affect the performances pursuant to section 1.

## § 5 Provision of Services

- (1) Signature of the FWC does not guarantee any actual purchase. The Berghof Foundation is bound only by specific contracts implementing the FWC.
- (2) The Expert must immediately inform the Berghof Foundation of any changes in the exclusion situations as declared in her or his signed declaration on honour.

## § 6 Remuneration

- (1) The overall maximum gross amount covering all purchases under this FWC is **EUR 60,000.00** (sixty thousand euros). However, this does not bind the Berghof Foundation to purchase for the maximum amount.
- (2) Travel and subsistence expenses, as well as costs related to the provision of the services are refundable separately after agreement with the Berghof Foundation. The Expert shall detail additional costs in the *Travel Expenses Claim* (model to be provided after the provision of service) and should provide all appropriate supporting documents (such as i.e. boarding pass, train ticket, visa receipt, money exchange receipt, etc.).
- (3) Additional costs outside the Euro zone have to be quoted in euro. The price quoted are revised in line with exchange rate movements based on exchange rate receipts or the German Bank exchange rate list.
- (4) Payments under this framework contract will be made against invoices (model to be provided after the provision of service), provided that the Expert has fulfilled all the contractual obligations. The Berghof Foundation must approve any submitted documents or deliverables and pay within 30 days from receipt of the invoice. Payments will be factored in each specific contract.
- (5) Payments will be made in EURO via bank transfer after receiving an invoice. The bank address, the tax number and the address of the Expert must be from the same country.
- (6) The invoices shall comply with the valid legal requirements and must include all information like stated in the enclosed invoice template.
- (7) The Expert shall be obliged to immediately reimburse any overpaid remuneration to the Berghof Foundation regardless of the fact whether the Expert is still enriched or not.
- (8) In the invoice, the Expert is to specify turnover tax as a separate amount in relation to the entire remuneration, if the work performed is subject to taxation in the Federal Republic of Germany, and the Expert is resident in the Federal Republic of Germany. This is also to apply to advance payments. Remuneration comprises the fee, the travel expenses and miscellaneous expenses. If the Expert is not resident in the Federal Republic of Germany, he may not include German turnover tax in the invoice. However, if the work performed is nevertheless subject to German turnover tax, the Expert must indicate to the Berghof

Foundation Operations GmbH in the invoice that the Berghof Foundation Operations GmbH is obliged to pay turnover tax.

- (9) The Expert is responsible for forwarding tax payments and any premiums for insurances as well as the business registration if applicable. These payments have been factored into the remuneration pursuant to **section 4**.

#### **§ 7 Confidentiality/ Return of Documents, Data and Property**

- (1) For the duration of this specific contract and after it will have come to an end, the Expert shall treat secret all confidential matters and secrets of the Berghof Foundation.
- (2) The Expert shall treat all business papers, documents, written material and other objects belonging to the Berghof Foundation with care. The Expert shall not use, duplicate or remove any business papers, documents, written materials or other objects belonging to the Berghof Foundation for other than reasons related to his/her performances pursuant to **section 2** unless he/she has the written permission of the Berghof Foundation to do so.
- (3) The Expert shall, upon the request of the Berghof Foundation, be required at any time to return all business papers, documents and written material, whether they are hard copies or in electronic form, including duplicates, copies, electronic data, etc., including personal notes concerning business affairs and activities and all items belonging to the Berghof Foundation. This obligation to return files includes the obligation to disclose the current password for files protected by a password and to delete all duplicates the may possess.
- (4) The Expert shall have no right of retention in respect of such documents, written materials, or items.

#### **§ 8 Duration and Termination**

- (2) The FWC enters into force on the date on which the last party signs it.
- (3) The implementation of the FWC cannot start before its entry into force.
- (4) The FWC is concluded for a period of 48 months with effect from the date of its entry into force.
- (5) The FWC expiry date can be extended in agreement between Parties. The total duration of the FWC may not exceed 3 calendar years.
- (1) Either party may terminate the FWC and/or the FWC and specific contracts by sending formal notification to the other party with **6 weeks** written notice. If the FWC or a specific contract is terminated neither party is entitled to compensation, and the Expert is entitled to payment only for the services provided before termination takes effect.

**§ 9 Exclusion Clause**

- (1) All claims of the Parties arising out of this specific contract, as well as such claims, which are related to this specific contract, shall lapse if they are not asserted in writing within five months after becoming due.
- (2) If the claim is rejected or if a response to the assertion of the claim is not given within two weeks after the assertion of the claim, the claim shall lapse if it is not asserted before the courts within another three months.
- (3) This clause does not apply to claims arising from intentional torts.

**§ 10 Choice of Law/Agreement on Jurisdiction**

German substantive law shall apply to this agreement. If a provision within this specific contract is in breach of mandatory law, such mandatory law shall apply. The regional court Berlin shall have jurisdiction over any and all disputes arising from this specific contract unless mandatory statutory provisions require otherwise.

**§ 11 Miscellaneous**

- (1) There are no ancillary agreements. Any amendments or additions to this specific contract must be in writing in order to be legally valid. Any amendments or additions which fail to comply with the written form requirement, including this clause, shall be void.
- (2) This Agreement contains the complete agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way.
- (3) In case individual provisions of this specific contract are ineffective, the remaining provisions shall remain in effect. In lieu of the invalid provisions or as a remedy of the possible incompleteness of the specific contract, an appropriate valid provision that the Parties would have intended if they had known of the ineffectiveness or of the incompleteness of the specific contract and that corresponds either to the commercial effect of the invalid provision or comes as close to it as possible, shall replace the invalid one.

**§ 12 SIGNATURES**

Done in [place] on [date] in duplicate in English

(Place, Date)

(Place, Date)

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Sonja Neuweiler

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[Full Name]

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Co-Director MENA Programme  
Representing the Berghof Foundation

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The Expert

Project Number: 50014

Framework Contract Number: *2019-50014-003*

Budget-line: 5.9

Project Controlling: