

SERVICE CONTRACT

BETWEEN

NABU (Naturschutzbund Deutschland) e. V.,
having its head office at **Charitéstraße 3, 10117** Berlin,
VAT Identification No: XXXXXXXXXXXX,

– hereinafter called "Client" –

And

Name of the Contractor,
address of contractor,
VAT Identification No: [indicate],

– hereinafter called "Contractor" –

collectively referred to as the "parties" and individually as "party".

Contact:

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NABU (Naturschutzbund Deutschland) e.V.
Bundesgeschäftsstelle
Charitéstraße 3
10117 Berlin

Präsident: Jörg-Andreas Krüger |
Bundesgeschäftsführerin: Susanne
Baumann, Bundesgeschäftsführer: Ingo
Ammermann
VR 2303, Amtsgericht Stuttgart

ART. 1 DEFINITIONS

The parties agree on the following definitions:

- a. **Grant Donor:** The project is supported by the German Federal Ministry for the Environment, Climate Action, Nature Conservation and Nuclear Safety through the International Climate Initiative (IKI);
- b. **Subcontracting** refers to any contractual relationship between the Contractor and a third party that involves the delivery by a third party of significant parts of the services and works contractually owed by the Contractor;
- c. **Financial Report** means an overview of all expenditure incurred by the Contractor;
- d. **Force Majeure** means an unavoidable event (e.g. natural disaster, outbreak of a disease or epidemic, serious unrest, war or terrorism) that no human foresight or experience could anticipate, that cannot be evaded or overcome by applying economically reasonable efforts and utmost care, and which prevents one of the parties to the contract from rendering the contractually agreed services and works. If an event originates from the sphere of responsibility of one of the parties to the contract, this does not constitute an event of force majeure.
- e. **Narrative Report** means a written report on the operation and progress of the Project;
- f. **Final Report** means a report on the implementation of the Project and the use of funds covering the entire Project duration. It consists of a Financial Report including a list of receipts as well as a Narrative Report covering the whole Project duration;
- g. **Project** means 'SYMBIOTIC – SYstemic learning and Mainstreaming of BIODiversity Targets for Innovative transformation and behavioural Change';
- h. **Project duration** means the time period between 1 February 2026 and 31 January 2031;
- i. **Contract duration** means the time period between [Day Month Year] and 31 December 2030 during which the Project must be implemented;
- j. **Significant deviation** means a material variance from the Technical Proposal, in so far as the services of the Contractor are concerned, which might affect the Project; Objectives, regardless of the cause, e.g. changes at outcome and/or output level, changes to the respective indicators or to crucial activities;
- k. **Services** means the consultancy, advisory, design, development, project management, training and other services described in Annex 1, together with all deliverables required under this contract;
- l. **Personnel** means all individuals engaged, employed, appointed, retained, supplied or otherwise made available by the Contractor in connection with the performance of the Services, including the Contractor's employees, officers, directors, temporary workers, agency workers, subcontractors, independent contractors, consultants and the employees, contractors and consultants of any subcontractor;
- m. **Written form** means a readable declaration made on a durable medium, in which the person making the declaration is named. A durable medium is any medium that
 - i. enables the recipient to retain or store a declaration included on the medium that is addressed to them personally such that it is accessible to them for a period of time adequate to its purpose, and
 - ii. allows the unchanged reproduction of such declaration;

ART. 2 SUBJECT

The subject of the contract is the provision of [insert summary of services] to be performed by the Contractor within the Project in accordance with the detailed Terms of Reference in Annex 1.

ART. 3 PLACE OF PERFORMANCE

- (1) The Services shall be performed at the country of assignment specified in the Terms of Reference. Where no specific location is specified, the Services may be performed remotely by the Contractor.
- (2) The Contractor shall ensure its availability for travel as reasonably required for the performance of the Services.

ART. 4 DURATION, SCOPE AND SCHEDULE

- (1) Contract implementation shall start on the [date] for a duration of [XX] months.
- (2) The services will be provided by the following means and scope of inputs, in accordance with the Terms of Reference and technical offer:

	Max. no. of working days
Expert 1 – (name and function)	
Expert 2 – (name and function)	
Expert 3 – (name and function)	

The agreed number of working days may not be exceeded. The Contractor bears the sole technical and financial risk if the agreed services require inputs beyond the agreed scope.

ART. 5 REPORTING

- (1) The Contractor shall submit to the Client annually an Interim Narrative Report according to the following schedule:

Date	Narrative Report	Reporting period
28 February 2027	X	Beginning of contract - 31 December 2026
29 February 2028	X	1 January 2027 - 31 December 2027
28 February 2029	X	1 January 2028 - 31 December 2028
28 February 2030	X	1 January 2029 - 31 December 2029

- (2) The Contractor shall submit to Client quarterly technical reports for the time periods January-March, April -June, July-September and October-December based on a template provided by the Client within 4 weeks after the reporting period ended.
- (3) The Contractor shall submit the Final Report on the implementation of the Project and the use of funds covering the entire Contract duration no later than two months before the end of the Project, and at the latest by 30 November 2030. The Client shall have the right to review the report, including any draft version, provide comments, and request corrections or additions from the Contractor;
- (4) The Contractor shall draft all reports in English using templates provided by the Client.

ART. 6 REMUNERATION AND PAYMENTS

- (1) For all fees and other reimbursable positions, the prices as indicated in the financial offer in Annex 3 apply. Price revisions are not applicable during the Contract duration.
- (2) Only working days will be reimbursed for which monthly time sheets (Annex 4) have been submitted to and were duly approved by the client's contract manager.
- (3) One expert-day corresponds to 8 hours. The Contractor may invoice a maximum of one expert day per expert and calendar day. The Contractor is entitled to invoice two full hours as a pro-rata expert day. No other units may be invoiced. Days used exclusively for travel are not considered to be expert days.
- (4) Travel time shall not be considered working time unless the Parties have expressly agreed otherwise in writing.
- (5) The per-diem lump sum shall be paid for each day of travel and stay in the countries of assignment, starting from the first day of travel. The Client will pay the Contractor per-diem lump sum allowances in line with the contractually agreed amount for the expert days worked in the countries of assignment. Information on such days is recorded separately in the time sheets.
- (6) The costs of air travel for contractually agreed international, regional and domestic flights as well as the transfer costs incurred in this connection (e.g. for journeys by rail or taxi) and the cost of acquiring any visas necessary in connection with the contract will be reimbursed in line with the contractual agreement – as the sum of costs for which evidence is presented.
- (7) If overnight stays are required in the countries of assignment under the contract, the Client will pay the Contractor the contractually agreed overnight accommodation allowance. Information on such overnight stays is stored separately in the time sheet.
- (8) For other reimbursable positions, adequate proof in the form of receipts, tickets etc. shall be presented.
- (9) Payments shall be made on a 3-monthly-basis, within four weeks after the end of each quarter, in accordance with the approved time sheets and reimbursable receipts, upon presentation of an invoice.
- (10) The Contractor shall submit a Financial Overview together with each invoice (quarterly). The financial overview shall follow the template provided by the Client and be consistent with the budget structure set out in Annex 3 (Financial Offer), including at least the categories Expert Fees, Travel Expenses, and Subcontracting. The Financial Overview shall indicate, for each category, the budgeted amount, the expenditure for the reporting period, and the cumulative expenditure to date.
- (11) The Client reserves the right to carry out random and risk-based checks of supporting documents related to the reported expenditure. The Contractor shall provide any requested documents, including invoices, contracts and procurement documentation, without delay.
- (12) The Contractor shall submit its final invoice by a date specified by the Client, which shall in any event not be later than the end of the implementation period. Costs not included in the final invoice shall not be eligible for payment unless otherwise agreed by the Client in writing.
- (13) If, in accordance with the applicable statutory provisions, invoices are to be issued in a currency other than the euro, the applicable exchange rate is the European Commission's monthly booking rate for the euro (InforEuro) on the day the invoice was issued.
- (14) VAT and any other indirect taxes must be shown separately in the invoices in accordance with the applicable statutory provision.
- (15) Payments shall be made to a single bank account to be named by contractor. Each party will bear their bank charges themselves.

ART. 7 SUBCONTRACTING

- (1) In the event that Services or works are subcontracted and such subcontracting was not identified in the Contractor's proposal, the Client's prior written approval shall be required.
- (2) The Contractor must oblige all its subcontractors to comply with the provisions of this contract.
- (3) The selection and procurement of subcontractors shall be carried out in accordance with the procedures set out in Art. 8.

ART. 8 PROCUREMENT

- (1) In connection with the contract, the Contractor may place orders only with suitable contractual partners, about whose reliability there are no doubts and on the basis of competition and cost-effectiveness. In procurement processes, the contractor must ensure transparency, equality of treatment, the eligibility of tenderers and sustainability.
- (2) The Contractor shall ensure that no contract is awarded to individuals or entities that are subject to EU, UN, or other applicable sanctions or appear on relevant exclusion or debarment lists. The Contractor shall carry out appropriate checks prior to the award of any contract and shall document these checks. Evidence must be provided to the Client upon request.
- (3) The Contractor shall prepare a procurement plan at the beginning of the contract and make it available to the Client upon request. Any significant deviation from the procurement plan, including changes in scope, supplier, or value, must be communicated to the Client without delay.
- (4) A significant deviation from the procurement plan refers to any change that materially affects how procurement is carried out, including changes in value exceeding $\pm 20\%$ or crossing procurement thresholds, scope (type of goods or services), selected supplier, procurement method, or timing that could impact project implementation. It also includes any deviation that may affect competition, transparency, or compliance with procurement rules, including issues related to sanctions, conflict of interest or reputational risk.
- (5) For procurement procedures, the following minimum requirements apply:
 - a. for procurements with an estimated value not exceeding EUR 1,000 (net), no comparative offer is needed, provided the economic efficiency of the commercial goods or services can be assessed without any difficulties;
 - b. for procurements with an estimated value not exceeding EUR 5,000 (net), the Contractor must collect at least three offers for comparison. As a general rule, the contract should be awarded to the most economical tender; the Contractor must document that the correct procedure has been followed;
 - c. for procurements with an estimated value exceeding EUR 25,000 (net), the Contractor must conduct a formal and transparent tender procedure with appropriate publication to ensure sufficient competition. The tender documentation must clearly define the subject of procurement as well as the selection and award criteria. All bidders must be treated equally and in a non-discriminatory manner. As a general rule, the contract should be awarded to the most economically advantageous tender. The Contractor must document that the correct procedure has been followed, including the publication of the tender, the evaluation of offers, and the justification for the award decision.
- (6) All materials and equipment that are procured under the contract must be available for the Contractor's use until the end of the performance period. The Contractor must treat materials and equipment with all due and customary care. The Contractor bears the risk of loss of or damage to any

materials and equipment. The private use of materials and equipment by the Contractor and its experts is prohibited. Where materials and equipment are procured for project-related use by third parties, the Contractor shall ensure that their handover is properly documented, including signature of receipt and intended use.

- (7) The Contractor must take an inventory of all items of equipment and replacement parts with a purchase price exceeding EUR 800 (net) including description, quantity, purchase value, location, and responsible user.
- (8) The Client will decide on the future use of the inventoried items and indicate to the Contractor how compliance with this decision must be proven. After the end of the project, the Contractor may dispose freely of any item or asset with an original value below EUR 800 (net) excluding VAT.

ART. 9 GENERAL OBLIGATIONS

- (1) The Contractor shall:
 - a. perform his Services with due skill, care and diligence, in accordance with the highest professional standards to be expected from an experienced Contractor in the field;
 - b. ensure that all reports and related documents created by the Contractor comply with the latest developments and recognized methodology in the relevant field;
 - c. respect and abide by all laws and regulations in force in the country where the Services are to be performed and shall ensure that its Personnel also respect and abide by all such laws and regulations;
 - d. ensure to obtain any permit or license required to perform this contract under the laws and regulations in force at the place where this contract is to be executed;
 - e. ensure that each of his employees and experts assigned to execute activities under this contract has all the professional qualifications and experience required for the performance of the services;
 - f. keep the original receipts (receipts for income and expenditure) for the individual payments and agreements concerning the awarding of contracts as well as all other documents relating to this contract for 5 (five) years after submission of the Final Report, unless a longer compulsory period of record-keeping is stipulated by the tax laws or other legal provisions applicable to this contract;
 - g. allow the Grant Donor and third parties contracted by the Grant Donor to examine whether the funds have been used in accordance with the Project Objectives, as well as the Technical Offer and the Financial Offer, and in accordance with the principles of efficiency and effectiveness. In addition, the Contractor as well as its partners, suppliers, contractors and other related third Parties must maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all expenditures and administration fees of whatever nature involving transactions related to the funds provided by the Grant Donor. The German Federal Audit Office (Bundesrechnungshof) is granted the same right of unrestricted access for examination of all Project-related documentation as the Grant Donor and third parties contracted by the Grant Donor. This access includes interviews with the Contractor's staff used in the Project and related activities;
 - h. support any evaluation activities during the duration of the Project and after its conclusion commissioned by the Grant Donor or the IKI Office at ZUG on behalf of the Grant Donor;

- i. comply with the requirement that it is neither a terrorist organisation nor support such organisations or activities directly or indirectly. The funds of this contract must not be used to finance terrorist activities;
 - j. to comply with all applicable EU and UN sanctions regimes. If the applicable sanction regulations are violated by the Contractor, the Client can reclaim any funds that have already been paid under this contract.
- (2) The Contractor shall assume full technical and financial responsibility and liability for his assigned staff during the performance of the services.
- (3) The Contractor agrees to inform the Client without delay and in writing of:
- a. any significant deviation from or changes to the Project;
 - b. any facts, developments or change in circumstances potentially threatening the achievement of the Project Objectives within the Project Implementation Period;
 - c. bankruptcy or similar proceedings which have been applied for or initiated against the property of the Contractor;
- (3) Any significant deviation from the Technical Offer or the Financial Offer shall be communicated to the Client in text form no less than four weeks prior to the proposed implementation date. Such changes require the explicit prior written approval of the Client, who reserves the right to request further information, assess the impact, and reject or approve the request at its discretion.
- (4) The work plan submitted with the Technical Offer under Annex 2 is an integral part of this contract and shall be adhered to. If there are indications that timelines and milestones cannot be met as indicated in the work plan, the Contractor shall inform the Client without delay, stating the reasons. Changes to the work plan require the approval of the Client.
- (5) The Contractor remains solely responsible for the health, safety and duty of care of its Personnel in connection with the performance of the Services. The Contractor is responsible for ensuring that its Personnel meet the health and entry requirements for the country(ies) of assignment and are adequately insured for the duration of their assignment. This includes, in particular, appropriate health, accident, travel, repatriation, commercial general liability and professional liability insurance coverage for the duration of their engagement. The Contractor must provide evidence of compliance with this provision upon request by the Client.
- (6) The Contractor shall ensure that its Personnel comply with generally applicable security recommendations and safety requirements applicable in the country(ies) of assignment and are appropriately prepared for the relevant security conditions and risks related to the performance of the Services.
- (7) Any amendments to the contract that require a change to the Financial Offer or the replacement of key experts must be made in written form. Text form may be used for any other amendments to the contract.
- (8) The parties shall co-operate in good faith and shall refrain from any activity that runs counter to the tasks and objectives of this contract.

ART. 10 TERMINATION

The contract may be immediately terminated by the Client for good cause. A good cause for the Client is in particular:

- a. material breach of any obligation under this contract which, if capable of remedy, is not remedied within 30 (thirty) days after written notice by the Client specifying the breach;
- b. significant deviation from the agreed schedule, except the Contractor can demonstrate that such deviation results from circumstances beyond its reasonable control and is not attributable to any act or omission of the Contractor;
- c. repeated performance of Services contrary to contract or in a defective way;
- d. substantial disagreement on the specification and/or implementation of the commissioned Service(s), rendering further cooperation impossible;
- e. non-approval of a Service by the Grant Donor of the Client;
- f. termination or suspension of the Project Implementation contract or withdrawal of funding by the Grant Donor;
- g. employment of sub-contractors without prior approval;
- h. the Contractor is insolvent or being wound up, is having its affairs administered by a court, a judge, a compulsory trustee, receiver, liquidator or insolvency administrator, has entered into an arrangement with creditors, has suspended business activities, is subject to proceedings concerning these matters or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- i. the Contractor, its directors, employees or subcontractors engaged in the Services commit fraud, corruption, bribery, misappropriation of funds, or any other unlawful act that materially affects the performance of this contract or the reputation of the Client or the Grant Donor;
- j. the Contractor undergoes a change of ownership, control or legal status that materially affects its ability to perform the Services;
- k. any breach of Art. 7 i. (Anti-Terrorism Compliance). In the event of such breach, the Client may, in addition to terminating this contract with immediate effect, withhold any outstanding payments and require the Contractor to repay any funds already disbursed under this contract.

ART. 11 FORCE MAJEURE

- (1) If force majeure arises, the contractual obligations – insofar as they are affected by the event in question – will be suspended for as long as it remains impossible to render the services due to force majeure. The Contractor must notify the Client immediately of the force majeure event.
- (2) If it is anticipated that, due to force majeure, the provision of services and works will become impossible with regard to essential parts of the contract for the duration of the contractually agreed service period, or if the force majeure event affects a significant part of the contract for more than three months, the Client is entitled to terminate the contract.

ART. 12 CONFIDENTIALITY AND COPYRIGHT

- (1) The Contractor must keep confidential any data, documents or other material (in any form) which is identified as confidential at the time it is disclosed ('confidential information'). The Contractor will not

make any documents or information which are not in the public domain available to any third party. The Contractor shall maintain this confidentiality after this contract has been fulfilled by the expiry of time or in the event of premature termination.

- (2) The period of confidentiality extends beyond the Contract duration at least during the 5 –year period of receipt-keeping. The provisions of the IKI ICM policy regarding publication of complaint case documentation shall remain unaffected.
- (3) All plans, drawings, reports, other documents, and software prepared by the contractor under this contract shall become and remain the property of NABU. If the contractor prepares works, which are protected by copyright, the contractor shall transfer to NABU the exclusive, unlimited right of use, including the right of revision, publication and further use. NABU is entitled to transfer these rights to third parties. Possible payment claims resulting hereof are compensated by the agreed remuneration.
- (4) Publications relating to the Project or the activities of the contractor in connection with the Project require - also after the termination of the contractual relationship - explicit written prior approval by NABU.
- (5) The Contractor shall comply with the Client's communication and branding guidelines in any external communication relating to this contract, including publications, presentations, correspondence and other materials intended for third parties.
- (6) The confidentiality obligations no longer apply if:
 - a. the confidential information is necessary to perform under this contract (e.g. auditing);
 - b. the disclosing Party has agreed in writing to waive the confidentiality obligation with respect to the relevant information.;
 - c. the information was already known by the Contractor or is given to it without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
 - d. the Contractor proves that the information was developed without the use of confidential information; or
 - e. the information becomes generally and publicly available, without breaching any confidentiality obligation.
 - f. the disclosure of the information is required by EU or national law.
- (7) If the Contractor uses artificial intelligence or machine learning tools, including but not limited to ChatGPT, Copilot, or similar systems ("AI Tools"), the Contractor shall:
 - a. ensure that such use complies with all applicable laws and regulations, as well as its obligations under this contract, including but not limited to obligations relating to data protection, confidentiality, information security, intellectual property, and applicable compliance frameworks, including the IKI Safeguards Policy and the IKI Independent Complaint Mechanism;
 - b. remain fully responsible and liable for all outputs generated by AI Tools, and shall ensure appropriate human oversight of such outputs;
 - c. not input into AI Tools any personal data or confidential information, including project data.

ART. 13 INTEGRITY, BUSINESS ETHICS AND ANTI-CORRUPTION

- (1) The Client is committed to and accountable for upholding the highest ethical standards to avoid any involvement in fraud, corruption, coercion, money laundering, human trafficking or terrorism, as well as any behaviour, which aims at unfair competition or gives rise to respective suspicions. The Client is equally committed to and accountable for the prevention of any form of violation of human rights, sexual exploitation, abuse, and harassment, racism, as well as any other ethical breaches.
- (2) Each party agrees to comply with all applicable anti-corruption, anti-bribery and local employment laws, as well as all other applicable legislation, laws and regulations (including, but not limited to, those relating to modern slavery, ILO labour and social standards, import and export control, money laundering, and taxation in connection with the performance under this contract.
- (3) The Contractor agrees to comply with IKI Independent Complaint Mechanism Policy, the IKI Safeguards Policy and the IKI Safeguards. The IKI Safeguards are equivalent to the GCF Safeguards (interim IFC Performance Standards for Environmental and Social Sustainability).
- (4) The parties emphasise the importance of a free, fair and competition-oriented award process that excludes any form of malpractice. In this regard, they declare that they have not offered or granted, either directly or indirectly, any improper benefits or advantages to civil servants or other persons in the context of this project and do not intend to offer or grant such incentive or conditions during the performance of the contract.
- (5) The parties shall instruct their employees about the corresponding duties, in particular their obligation to adhere to this commitment as well as to respect the laws of the country of assignment.
- (6) In the event of an infringement, the defaulting party is obliged to inform the other party immediately.
- (7) Serious non-compliance shall be disclosed to the respective authorities. Such non-compliance, especially if conducted deliberately or due to gross negligence, may result in the termination of the contract, loss of the contractor's claim to remuneration and liability to compensate for damage caused to the Client.

ART. 14 DATA PROTECTION

- (3) The Contractor gives its consent for personal data to be stored, processed and used by the Client. The Client will only process or use personal data to the extent required in the context of the Project and/or future possibilities of collaboration. Personal data include in particular name, address, and scope of work, qualification, region and type of assignment, assessment of results, as well as all contracts and contract conditions concluded with the Contractor.
- (4) The Contractor must comply with the requirements of the applicable data protection regulations and require such compliance from its employees. In addition, the Contractor may only make protected information accessible to those of its employees who need this data and information to enable the Contractor to fulfil its contract performance obligations (need-to-know principle).

ART. 15 SEVERABILITY CLAUSE

Should individual provisions of the contract be or become invalid or unenforceable, the validity of all other provisions under the contract remain unaffected. The invalid or unenforceable provision is to be replaced by a valid and enforceable rule the effects of which most closely replicate the economic objective pursued by the contractual parties with the invalid or unenforceable provision. This applies accordingly if it emerges that the contract has gaps or omissions.

ART. 16 JURISDICTION

- (1) Difference of opinion shall be resolved, as far as possible, in an amicable fashion in the best interest of the parties.
- (2) Should this not lead to a settlement, the dispute shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as currently in force. The First Recipient and the Subgrantee declare their willingness to be bound by any award passed by the arbitral tribunal in accordance with the Rules mentioned in this paragraph, without seeking recourse to the ordinary courts of law. The arbitral tribunal may not be authorized to impose penal damages. An arbitrator will be appointed. The appointing authority within the meaning of the UNCITRAL Arbitration Rules is the German Institution of Arbitration (DIS). The arbitration procedure will begin when the action is delivered to a DIS office.
- (3) The arbitration shall be conducted in English with the seat in Berlin. An expedited procedure shall apply to urgent disputes; the arbitrator is expressly authorized to order interim measures. Arbitration costs shall be allocated according to the parties' success, subject to the tribunal's discretion.

ART. 17 ANNEXES

The following annexes are integral parts of this contract:

- Terms of Reference (Annex 1),
- Technical Offer (Annex 2),
- Financial Offer (Annex 3),
- Time sheet template (Annex 4), and the
- Environmental and Social Safeguards Measures.

Place, Date	Place, Date
_____	_____
Client (NABU e.V.)	Contractor