This document is a translation. The German version shall prevail. The English version is provided for information purposes only.

Contract for the Development of Software
FACIS Lot: FACIS.SLA.Demo

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Contract for the Development of Software
FACIS Lot: FACIS.SLA.Demo

By and between

eco - Verband der Internetwirtschaft e.V.
Lichtstraße 43h
50825 Köln

Contract number/principal's identifier: _____

— hereinafter referred to as the "Principal" —

and

_____ _____
_____ _____
_____ _____

Contract number/contractor's identifier: _____

— hereinafter referred to as the "Contractor" —

the following contract is being entered into:

1 Subject matter, remuneration, and component parts of the contract

1.1 Subject matter of the contract

The subject matter of the EVB-IT Development Contract is the development and/or adjustment of software* under a contract for work and services [*Werkvertrag*].

The FACIS (Federated Architecture for Composed Infrastructure Services) project is funded under the IPCEI-CIS/8ra initiative. It aims to develop a sovereign, interoperable and secure digital infrastructure that will support the seamless collaboration of cloud and edge services across Europe. To achieve this, FACIS is focusing on enabling trust-based federations by providing modular, standards-compliant components to facilitate service provision, management and governance in a decentralised ecosystem.

Aligned with the 8ra initiative's objectives of fostering a resilient, interoperable, and trusted European digital infrastructure, the FACIS project contributes foundational technologies that support cross-border and cross-domain collaboration. A fundamental prerequisite for such cooperation is the establishment of binding commitments regarding service quality and responsibilities through Service Level Agreements (SLAs). In federated and decentralised ecosystems, the service commitments of several independent providers must be aligned and clearly assigned to the responsible parties. For this purpose, FACIS is developing a Multi-Party Service Level Agreement Demonstrator that illustrates the digital preparation, negotiation and conclusion of such agreements.

The demonstrator implements a model in which a lead provider coordinates the collaboration of several cloud and edge providers, acting as the primary point of coordination for the customer. To this end, the lead provider

concludes an overarching Service Level Agreement with both the customer and the other participating providers. The process covers the publication and discovery of service offerings and SLA templates, the assembly and simplified negotiation of the contract package, and its approval, electronic signing and archiving. Digital identity, entitlement and power of attorney credentials ensure that participants can access, edit or sign the respective contracts in accordance with their roles.

The services to be procured comprise the implementation and testing of this demonstrator based on existing Eclipse XFSC components. This includes their integration and configuration, as well as the required SLA templates, workflows and a unified web-based user interface.

The purpose of this award is to commission software development services for the implementation of the FACIS Multi-Party Service Level Agreement Demonstrator, using the Eclipse project XFSC (Cross Federation Services Components) as the foundation (https://projects.eclipse.org/projects/technology.xfsc).

On this basis, this contract covers the development and delivery of software, with delivery currently expected by March 2027 (the final delivery date will be determined during the tender process).

The software to be created will already be published during development and after successful acceptance under the open-source license Apache Version 2.0, January 2004 (http://www.apache.org/licenses/).

1.2 Remuneration

The creation and delivery of the individual software shall be compensated with an all-inclusive fixed price.

The Euro applies uniformly as the currency for all amounts referred to in this Contract.
The stipulated remuneration is understood to be exclusive of statutory value-added tax.

1.3 Component parts of the Contract

Applicable sequentially as the component parts of the Contract are:

1.3.1 This contractual text, consisting of pages 1 to 12 and the following annexes:

Annexes to the EVB-IT Development Contract			
Annex no.	Title	Date/version	Number of pages
1	2	3	4
1.0	Requirements Specification		
1.1	Technical Development Requirements		
2.0	Inspection and Approval		
3.0	Supplementary Contractual Terms and Conditions for the Development and/or Adjustment of Software ('EVB-IT Development-AGB' in the adapted version)		

The annexes shall apply in the order of precedence indicated above. In the event of contradictions, the preceding annex shall take precedence over the subsequent one.

Further terms and conditions are excluded unless otherwise agreed in this contract.

To ensure good scientific practice, the recommendations of the DFG Commission on Self-Regulation in Science should be followed (see http://www.dfg.de).

2 Overview on the contracted services

2.1 Pre-acceptance services

Creation and provision of individual software* on a permanent basis as well as continuous documentation.

2.2 Post-acceptance services

Non-binding

3 System environment* on the Principal's premises and Principal-provided components

The Principal provides the technical runtime environment.

4 Contractor's services

4.1 Supplying of standard software* on a permanent basis (sale) in exchange for one-off remuneration

Non-binding

4.1.1 Deviating license terms

Non-binding

4.1.2 Provisioning and installation* of standard software*

Non-binding

4.2 Adjustment of software* at the source code level

Non-binding

4.3 Customizing* of Software*

4.3.1 Scope of services

Non-binding

4.3.2 Deviating rights of use provisions

Non-binding

4.3.3 Remuneration

Non-binding

4.4 Development and supply on a permanent basis of configured software*

4.4.1 Scope of services

The Contractor shall create the Individual Software* in accordance with the specifications for this Lot (annex 1.0) and the other documents in the table under 1.3.1.

4.4.2 Remuneration

The all-inclusive remuneration for the development of the configured software* is _____ Euro.

The creation of the individual software* shall be compensated with the all-inclusive fixed price*.

Remuneration shall be made in instalments after submission of corresponding invoices as follows:

- 30% of the contract sum after submission of an implementation plan and presentation of the functional components;
- 40% of the contract sum latest after complete performance of services and notification by the Contractor of complete performance of services;
- 30% of the contract sum after acceptance of the performance.

4.4.3 Deviating rights of use to configured software*

Rights of use in deviation from Section 2.1.2.1 of the EVB-IT Development-AGB are stipulated for the following configured software*:

The software to be developed will already be published during development and after successful acceptance under the open-source licence Apache Version 2.0, January 2004 (http://www.apache.org/licenses/).

Against this background, the Contractor shall grant the Principal a perpetual, worldwide, non-exclusive, irrevocable copyright licence as stipulated in No. 2 of the Apache Version 2.0 licence to reproduce, make adaptations of, publicly display, perform, sublicence and distribute the Work and such adaptations in source or object form. Similarly, the Contractor shall grant a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable patent licence to make, have made, use, offer for sale, sell, import and otherwise transfer the Work in accordance with No. 3 of the Apache Version 2.0 Licence, where relevant.

In the event that the Contractor uses or further processes pre-existing parts in its development and transfers these to the Principal, the Contractor shall ensure that no licence conditions or third-party rights apply to these parts and/or the individual software that prevent further exploitation of the individual software in accordance with the open-source Licence Apache Version 2.0, January 2004.

4.4.4 Provisioning and installation* of configured software*

The Contractor shall provide the configured software* to the Principal as follows: in source code and executable object code. This is to be uploaded to the Principal's repository. The Principal will provide the address.

4.5 Training

4.5.1 Nature and scope of the training

Non-binding

4.5.2 Training materials

Non-binding

4.5.3 Remuneration for training, including training materials

Non-binding

4.6 Documentation

Supplementary to/deviating from clause 5.3 EVB-IT Development-AGB, the documentation shall be prepared in the following language / in the following form: The documentation shall be prepared in English.

Further agreements on documentation according to Annex No. 1.0 and 1.1.

4.7 Other services (e.g., data migration)

4.7.1 Scope of services
Non-binding

4.7.2 Remuneration
Non-binding

5 Maintenance services
Non-binding

6 Additional services after acceptance of the work performance [*Werkleistungen*]

6.1 Further development and adjustment
Non-binding

6.2 Other services

6.2.1 Scope of services
See 10.4.

6.2.2 Remuneration
See 10.4.

7 Supplementary provisions for remuneration based on cost
Non-binding

8 Schedule, performance plan, and payment schedule
Non-binding

9 Communications

9.1 Points of contact

	Contractor's point of contact	Principal's point of contact
Name:		Emma Wehrwein
Position:		Senior Manager Innovation & Digital Ecosystems
Organizational unit/Department:		Funded projects
Telephone:		+49(0)221 – 70 00 48 -142
Fax:		+49(0)221 – 70 00 48 -111
Email:		emma.wehrwein@eco.de

Postal address:		Lichtstraße 43h, 50825 Cologne

9.2 Fault or defect reports

Non-binding

10 Provisions concerning response times* and restoration times*, the hotline, and teleservices*

10.1 Response times* and restoration times*

Non-binding

10.2 Service times

Non-binding

10.3 Hotline

Non-binding

10.4 Handling of change requests

Supplementary to/in deviation from Section 16 of the EVB-IT Development-AGB, the provisions on the handling of change requests presented by the Principal during the contractual term Additional duties of the Contractor the following way: The Contractor shall provide the Principal with a comprehensible estimate in person days in the event that the change is commissioned. The additional expenditure in person days shall be remunerated in accordance with the daily rate offered.

11 Further obligations of the contractor

The Contractor has the following additional duties:

11.1 Special requirements for employees of the Contractor

The Contractor's personnel to be deployed shall be the same as the key personnel named in the offer. Should one of the key personnel leave the company during the term of the contract, be absent for a longer period of time due to illness or no longer be able to work on the order for other reasons, the Principal shall be informed immediately and an equivalent replacement shall be agreed with the Principal.

11.2 Copy or use restrictions*

The Contractor's Services do not have any copy or use restrictions*.

11.3 Duty of notification regarding the tools used for the performance of the contract*.

The Contractor shall inform the Principal which tools* are required for the creation of the Individual Software* and for the editing and redesign of the Individual Software*.

In addition to clause 6.2 of the EVB-IT Development-AGB, the Contractor's duty of notification shall also extend to the tools* used for the creation of the work performances as a whole.

12 Cooperation of the principal

Non-binding

13 Acceptance

13.1 Subject matter of the approval

Supplementary agreements on the subject of approval: Comparison with requirements specifications in accordance with Appendix No. 1.0, as well as documentation and functional demonstration of performance on the demo test beds. In addition, the agreements on the subject of approval pursuant to Annex No. 2.0.

The Contractor shall make available the latest version of the agreed software* at the time it is made available for approval.

13.2 Test data

Non-binding

13.3 Functional testing

Duration of the functional test period: 60 days

Notwithstanding Section 11.3 EVB-IT Development-AGB, the functional test for the works services as a whole shall be carried out in the following system environment*: See Annex 1.1.

The provisions for the performance of the functional test and the approval shall be made in accordance with Section 11 of the EVB-IT Development-AGB.

14 Liability for defects (warranty)

14.1 Limitation period (warranty period) for defects

The provisions of Section 12 EVB-IT Development-AGB shall apply with the exception of Section 12.6 (see 14.2 of this contract below).

14.2 Additional provisions on liability for defects

The exclusion of liability for defects of title due to patent infringements asserted by third parties against the Principal due to use outside the EU and EFTA (Section 12.6 EVB-IT Development-AGB) shall not apply.

15 Deviating liability provisions; liability for lost profit

The statutory provisions shall apply with the provision that in the case of material defects caused by slight breaches of duty, liability for financial loss shall be limited to EUR 500,000 (in words: five-hundred thousand Euro).

In the event that the contractor uses pre-existing parts as defined in the open-source Licence Apache Version 2.0, January 2004 in developing the lot, the contractor shall comply with the provisions of No. 9 of the Open Source Licence Apache Version 2.0, January 2004: The assumption of warranty, indemnity and liability obligations for a fee under this Agreement shall be made only in the Contractor's own name and on the Contractor's own responsibility and not, however, on behalf of any other contributor. The Contractor hereby agrees to indemnify, defend, and hold harmless any contributor from any liability incurred by such contributor as a result of the assumption of such warranty or additional liability, or from any claim brought against it. For the avoidance of doubt, it is pointed out that the individual software will be published free of charge after handover to the Principal.

The aforementioned provision shall apply accordingly in the event that the Contractor uses pre-existing parts that are subject to comparable licence conditions.

16 Contractual penalties for default

Non-binding

17 Further agreements

17.1 Handover or deposit of the source code*.

17.1.1. Transfer of the source code*

In deviation from clause 17.1 EVB-IT Development-AGB, the source code* of the Individual Software* must be pushed to a feature branch in the Principal's software repository at the end of each day: https://gitlab.eclipse.org/eclipse/xfsc.

Further details are given in Annex No. 1.1.

17.1.2. Deposit of the source code*

Non-binding

17.2 Liability insurance

Proof of liability insurance in accordance with III.4.3 of the procedure description must be submitted on request.

17.3 Data protection, confidentiality and security

The provisions of Section 19 EVB-IT Development-AGB shall apply.

17.4 Principal's right of termination

With regard to clause 15 EVB-IT Development-AGB, please note that § 648 BGB is now meant instead of § 649 BGB (old numbering).

17.5 Other provisions

Non-binding

_____ ,	_____	_____ ,	_____
Place	Date	Place	Date
Contractor		Principal	
_____		_____	
Contractor's signature (Name in block letters)		Principal's signature (Name in block letters)	

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