Service Contract No. 2026_0239_EVA4_EU_Expert_Western_Balkans

ATTACHMENT 3

Project: Title of the Evaluation

Contract: Country Portfolio Evaluation of German Support to the Republic of Serbia between 2020 and 2026

Date: 16.11.2026

THE FOLLOWING AGREEMENT IS CONCLUDED BETWEEN THE

German Institute for Development Evaluation gGmbH,
Fritz-Schäffer-Strasse 26, 53113 Bonn

- hereinafter 'the Contracting Authority' -

AND

- hereinafter 'the Contractor':

Preamble

DEval is looking for an expert for participating in the evaluation as a specialist for EU accession processes in the Western Balkans. The objective of this consultancy is to support the DEval team in evaluating the effectiveness, impact and sustainability of the progress made towards EU accession in Serbia, as well as the relevant contribution of German development cooperation to this progress. The expert will be involved in desk research, preparing data collection, conducting own limited data collection in virtual interviews, and data analysis as well as supporting the elaboration of conclusions and recommendations.

The expert will support the DEval team and closely cooperate throughout the remaining evaluation. The inception phase of the evaluation is about to end; the main data collection phase will take place between February and March 2027. The timing of the data collection described here is indicative and will be coordinated with the expert as soon as possible.

1 Subject matter/provision of services/term of the contract

(1) The Contractor shall make him/herself available as a freelance consultant for the service as EU expert for the Western Balkans for the evaluation Country portfolio Evaluation of German Support to the Republic of Serbia between 2020 and 2026.

(2) The Contractor shall provide the services that are described in more detail in the Terms of Reference (Annex 1) in consultation and close collaboration with the Contracting Authority. The scope of the services shall amount to 15 days.

(3) The services shall be provided for a fixed term within the period from 1st December 2026 to 31st October 2027. The collaboration shall end when the evaluation has been completed at the latest.

(4) The Contracting Authority shall be responsible for the overall management of the evaluation and for the quality assurance. The Contractor shall be responsible for ensuring that the services to be provided are of the highest quality.

(5) The Contracting Authority shall have an obligation to inform the Contractor about inadequate services as early as possible to give the Contractor the opportunity to improve the quality of his/her services. If the Contractor fails to improve the services and the quality insurance mechanisms after being requested to do so, and these remain inadequate, the Contracting Authority shall have the right to terminate this contract.

(6) Each party shall be entitled to terminate this contract with a notice period of two weeks to the end of the calendar month.

(7) The right of both parties to terminate the contract without notice for good cause shall remain unaffected.

(8) Good cause shall be deemed to exist, in particular,

a. if political reasons or crises require the execution of the contract to stop immediately.
b. if insolvency proceedings are opened against a party.
c. if the Contractor, without consulting the Contracting Authority, uses subcontractors to perform contractual services.
d. if the Contractor, for health reasons or other reasons of force majeure, cannot execute the contract in due time and is unable to nominate a sufficiently qualified replacement.
e. if the Contractor infringes obligations relating to the handling of (personal) data and documents.

(9) Any termination of the contract requires the written form.

(10) The Contractor is, in principle, free to choose his/her place of work. If the work requires the Contractor's physical presence in a particular location, the Contractor is required to provide the services there.

(11) The Contractor is free to manage his/her working hours. However, the Contractor must liaise with employees of the Contracting Authority to ensure that the parties work together and that the deadlines are met.

(12) The Contractor shall decide how to carry out the work at his/her own discretion.

(13) The Contractor is entitled to also perform work for other national and international clients. However, the work for other clients must not have a negative impact on the Contractor's work for the Contracting Authority.

(14) The Contractor is not entitled to represent the Contracting Authority vis-à-vis third parties, in particular to conduct negotiations or make declarations of intent with an effect for or against the Contracting Authority. Any exceptions require the prior written consent of the Contracting Authority.

2 Integral parts of the contract and remuneration

(1) Volume of work

The parties agree to provide the services in accordance with Annex 1 (Terms of Reference) within the aforementioned period to the following extent:

	Deliverables	UP TO DAYS	TENTATIVE DATES (2026/2027)
1.	Participation in a in a virtual kick-off meeting and in regular meetings with DEval team	2	Continuously, but intensified during the data collection phase
2.	Desk-based analysis and assessment / input paper	4	December 2026–January 2027
3.	Support to the preparation of the data collection	1	December 2026–January 2027
4.	Data collection and documentation	3	February–March 2027
5.	Revision and finalisation of the analysis and assessment	1	April–May 2027
6.	Contribution to analysis, reporting and elaboration of conclusions and recommendations	4	August–October 2027
	TOTAL OF WORKING DAYS up to	**15**	

DEval does not have an obligation to call off any services.

(2) Fee and travel expenses

The parties agree the remuneration specified in the price sheet for the successful tender.

The service as described in the attached Terms of Reference doesn't include any travels.

	Working days	Daily rate in €	Total net remuneration in €	VAT in €	Total gross remuneration in €
Remuneration	15				
Total gross remuneration and travel costs in €					

(3) The Contractor undertakes to independently pay any taxes due. The Contracting Authority is not subject to VAT. Therefore, if the Contractor is based abroad, the reverse charge mechanism (section 13b German Value Added Tax Act (Umsatzsteuergesetz, UStG)) shall not apply. The

Contractor shall be independently responsible for his/her own social security, in particular for adequate health insurance and pension provision.

(4) The Contractor shall only be entitled to compensation for days on which he/she has actually performed work for the Contracting Authority. The Contractor shall not be entitled to compensation in the case of illness or to any leave or holiday pay.

(5) The agreed remuneration shall be deemed to satisfy all the Contractor's claims to remuneration in connection with the provision of the contractual services, in particular the performance of the work and the granting of rights in accordance with section 5 of the General Terms and Conditions of Contract. In particular, the Contractor must bear any expenses incurred in the course of the work relating to the contract. This shall not affect the reimbursement of travel expenses under section 6.2 of the General Terms and Conditions of Contract.

(6) The provision of the services shall be substantiated by a time sheet with each invoice, and the fee shall be paid out accordingly. The date, location and services provided must be specified. Annex 3 should be used as a template for verification purposes. The Contracting Authority shall not provide any remuneration for unsubstantiated work.

(7) If the provision of services under this contract takes eight hours or more on a given day, this day shall count as a full day of work. Any part-days worked in connection with the provision of services under this contract (up to eight hours) shall be added up in the overall billing. In the billing process, hours shall be rounded up to full hours.

(8) Any services that are to be provided beyond the specified scope (volume of work) must be agreed with the Contracting Authority beforehand in writing. In this case, the Contractor shall provide the Contracting Authority with evidence of the services provided and shall set out the additional work that is necessary and how long it will take to complete. The parties shall reach an agreement on this without delay.

(9) Payments
The Contractor shall submit invoices for his/her services on agreed dates. In accordance with the EU Regulation on Electronic Invoicing in Federal Public Procurement (E-Invoicing Regulation - ERechV), invoices of EUR 1,000, net, or more must be submitted via the OZG-RE e-invoicing portal, which is provided by the Bundesdruckerei (Federal Printing Office).

Here is the access link to the German Online Access Act-Compliant Invoice Submission (OZG-RE) Portal:

https://xrechnung-bdr.de/edi/account/login

The Leitweg-ID (buyer reference) for unambiguously addressing e-invoices to DEval is: 992-80271-16.

Settlement shall take place on the following agreed dates:

- All services provided up to 1 December of the current year must be billed by that date. This deadline must be observed for budgetary reasons. Late billing may lead to deductions to the extent that budgetary resources from the current year cannot be made available because of the absence of the accounting documents.
- The final payment shall be made after all the obligations have been fulfilled by the Contractor and verified by the Contracting Authority, again based on an invoice, specifying the work performed and the timeframe. Supporting documents must be submitted along with the itemisation.

3 Data protection and data security, subcontractors

(1) The Contracting Authority shall provide the Contractor with data, e.g. documents and the underlying regulatory frameworks that serve to document the evaluated area and may be relevant in the context of the evaluation, as well as records and financial data on measures, programmes and projects, written communications, tables, charts, datasets, data analyses, internal policies (for example of the German Federal Ministry for Economic Cooperation and Development (BMZ), the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) or KfW) and regulatory frameworks, reports, draft reports, images, plans, maps, and audiovisual materials that form the basis for the Contractor's (consulting) work. These data may also contain personal information (personal data), trade secrets within the meaning of Section 2 No. 1 of the German Act on the Protection of Trade Secrets (Gesetz zum Schutz von Geschäftsgeheimnissen, GeschGehG), information subject to banking secrecy (particularly in the case of evaluations relating to funding partners such as KfW), and other confidential information belonging to third parties. The Contractor shall support the Contracting Authority in its scientific work, which is geared towards achieving the evaluation objective. The processing of personal data by the Contractor shall be limited to the sole purpose of performing the individual evaluation and carrying out the associated scientific research. This shall also apply to data developed by the Contractor on the basis of data provided by the Contracting Authority. The Contractor is not permitted to transfer data (in particular personal data, business secrets and information subject to data secrecy) to third parties or to publish the data without the written consent of the Contracting Authority.

(2) If the Contractor collects personal data on the instructions of the Contracting Authority in the context of data processing in accordance with Art. 28 of the General Data Protection Regulation (GDPR) (cf. Enclosure: 'Data Processing Contract'), the Contracting Authority shall be primarily responsible for ensuring that the data collection can take place in compliance with the data protection regulations. In this respect, the Contractor shall merely have a secondary duty to notify the Contracting Authority of any instructions that constitute a clear breach of the data protection regulations. However, if the Contractor collects personal or non-personal data autonomously and hands these data over to the Contracting Authority, the provisions of sections 5.1.1 and 5.2 of the General Terms and Conditions of Contract shall apply mutatis mutandis.

(3) The employees of the Contractor may access personal data and confidential information only to the extent to which knowledge of such data and information is required for the execution of the evaluation work or is absolutely necessary for the scientific research activities associated with achieving the evaluation objective. In addition, employees of the Contractor must familiarise themselves with the relevant data protection regulations and the relevant provisions of section 3 of this Service Contract before beginning their work.

(4) The Contractor undertakes to process (personal) data and confidential information supplied by the Contracting Authority in accordance with the principles of the General Data Protection Regulation (GDPR) and within the framework of the relevant data protection laws and regulations.

(5) The Contractor undertakes, when processing (personal) data and confidential information, to comply with the statutory and contractual provisions on data protection. This includes state-of-the-art technical and organisational measures (Art. 32 GDPR) and observing data secrecy within the meaning of the GDPR. The employees of the Contractor must be bound by a corresponding obligation (Enclosure: DEval Declaration of Commitment). Section 1.5 of the DEval General Terms

and Conditions of Contract. If the Contractor uses artificial intelligence in the provision of his/her services, the transparency and documentation obligations under section 1.11 of the General Terms and Conditions of Contract of the German Institute for Development Evaluation shall also apply.

(6) The obligation to protect confidential information and (personal) data shall not include information that is already public knowledge.

(7) If the Contractor wishes to engage a subcontractor in the course of the provision of his/her services, this requires prior consultation with, and the prior written consent of, the Contracting Authority. If the Contracting Authority agrees to (personal) data and confidential information being transferred to third parties or subcontractors, this shall apply only to external consultants and parties who are bound by a confidentiality obligation or who are absolutely necessary for the execution of the respective contract. These third parties and subcontractors must be bound by an obligation to observe equivalent data protection and data security measures. The obligations arising from this contract, including in view of the General Terms and Conditions of Contract of the Contracting Authority, shall also apply to any subcontractors and third parties. (Personal) data or confidential information may not be transferred to further third parties (e.g. sub-subcontractors) in any case.

(8) After the Contractor has completed his/her work, he/she must return all data, in particular personal data, trade secrets and information subject to banking secrecy, as well as any other confidential information, to the Contracting Authority no later than twelve months after the respective evaluation report is completed or accepted, or provide the Contracting Authority with comprehensible evidence that the information and documents have been completely and irretrievably destroyed. The Contracting Authority reserves the right to conduct random checks to ensure that the data or information has actually been deleted or returned. Any statutory retention obligations or official/court orders constitute an exception to the obligation to return/delete the data or information.

(9) If the Contractor becomes aware that (personal) data and/or confidential information have been disclosed contrary to this agreement or that there is a risk that they have come to the attention of third parties in any other way, the Contractor must inform the Contracting Authority of this without delay.

4 Miscellaneous provisions

(1) The General Terms and Conditions of Contract of the German Institute for Development Evaluation gGmbH in Annex 2 to this contract are binding and form an integral part of this contract.

(2) This contract and the interpretation hereof shall be governed by the laws of the Federal Republic of Germany.

(3) The Contractor agrees to ensure that his/her independence and the independence of the evaluators employed by him/her are not affected by conflicts of interest. Conflicts of interest exist, in particular, if the personnel deployed are currently, or have been within the past year, involved in advising on and developing evaluation systems at an organisational level (not at a project level) in German development cooperation.

(4) If individual provisions of this contract are invalid, this shall not affect the validity of the remaining provisions. The parties shall endeavour to replace the invalid provision with a provision which comes as close as possible to the economic and legal objective of the contract.

(5) All annexes referred to in this contract are a binding part of the contract.

(6) This contract includes all agreements between the parties and supersedes any previous written and oral agreements between the parties concerning the service relationship.

(7) Amendments and additions to and the cancellation of this contract must be in writing in order to be valid. The electronic form is not sufficient. This shall also apply to the amendment of this requirement for the written form. The above requirement for the written form shall not apply to oral agreements made directly between the parties after the conclusion of this contract.

Place, date	Bonn, date
Contractor	German Institute for Development Evaluation gGmbH
_____	_____
Place, Date	Place, Date
_____	_____
Contractor	German Institute for Development Evaluation (DEval) gGmbH

Annex:
1. Terms of Reference
2. General Terms and Conditions of Contract
3. Time Sheet