Annex 2

General Terms and Conditions of Contract of the German Institute for Development Evaluation (DEval) gGmbH

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Contact

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1. General principles and obligations

1.1 Scope of validity

The General Terms and Conditions of Contract (GTC) shall apply for all contracts relating to the implementation of and participation in projects, programmes and other services. The contractor shall at all times clearly express that he is acting within the framework of a project funded by the DEval as contracting authority.

1.2 Principles of ethical conduct

The contractor and anyone acting on his behalf must at all times act impartially and as a faithful adviser. If a potential conflict of interest exists for the contractor due to the nature of the service to be performed or due to personal or economic links with third parties, the contractor shall act only upon prior agreement with the contracting authority. Should such a conflict of interest arise during performance of the contract, the contractor shall immediately notify the contracting authority and arrive at an agreement on how to proceed. The contractor shall ensure that none of the experts deployed for the provision of the service was previously professionally involved in the evaluation projects and that no conflicts of interest for economic or personal reasons exist for them. All persons responsible for the evaluation undertake to act in accordance with professional principles and guidelines. In particular, these include integrity, independence and impartiality. The contractor undertakes not to accept assignments that are in any way connected with the projects examined prior to the completion or acceptance of the services covered by this contract. In the event of a breach of the foregoing provisions, the contracting authority shall be entitled to immediate termination in accordance with section 8.2.

1.3 Quality of services

The services to be rendered must correspond to the generally recognised state-of-the-art in science and technology and comply with the applicable development concept of the government of the Federal Republic of Germany. The generally recognised state-of-the-art for DEval evaluations is based on the DeGEval standards. On an international level, the standards of the OECD-DAC apply. In all other service areas, the existing professional standards and principles apply. In the event of an inconsistency, it is the responsibility of the contractor to seek a substantive clarification with the contracting authority. The contractor shall guarantee the usability of the service.

1.4 Non-project interests/power of decision of the contracting authority

The contractor shall not pursue non-project interests during the execution of the contract. In the event of conceptual differences, the contracting authority shall have the power of final decision.

1.5 Confidentiality, data protection and statements vis-à-vis third parties

All the data and other information, which becomes known to the contractor upon or in connection with the execution of the contract, shall be treated as confidential. These are to be used exclusively for purposes related to the execution of the contract (evaluation and scientific research). The use of such data by the contractor for own purposes is not permitted. This also applies beyond the duration of the contract. This applies in particular to personal data in accordance with Art. 4 (1) of the General Data Protection Regulation (GDPR). When processing personal data, the contracting parties shall observe the relevant data protection laws and regulations.

The contractor shall process personal data only on the instruction of the contracting authority, unless the contractor is compelled to process this data based on the law of the European Union or the Member States to which the contractor is subject. In such a case, the contractor shall inform the contracting authority of these legal requirements prior to processing unless the law concerned prohibits passing on this information for an important public reason.

If the contractor collects personal data on the instructions of the contracting authority in the context of data processing in accordance with Art. 28 GDPR, the contracting authority shall be primarily responsible for ensuring that the data collection can take place in compliance with the data protection regulations, in particular by obtaining the necessary declarations of consent from the data subjects. In this case, the contractor shall merely have a secondary duty to notify the contracting authority if any instructions issued by the contracting authority or the associated processing constitutes a clear breach of the data protection regulations. Section 29 GDPR shall remain unaffected. However, if the contractor collects personal data autonomously, without any processing on the instructions of the contracting authority, or if the contractor collects non-personal data and hands these data over to the contracting authority, the provisions of sections 5.1.1 and 5.2 of these General Terms and Conditions of Contract shall apply mutatis mutandis. In this case, the contractor shall be solely responsible for ensuring that the collection takes place lawfully and that the contractor has sufficient rights to the data to transfer it to third parties.

Information that is subject to a non-disclosure or confidentiality obligation under the law or to a professional or official confidentiality obligation shall only be collected and used for the evaluation in accordance with the corresponding confidentiality obligation. This shall, in particular, include 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), i.e. information that is not, as a whole or in the precise configuration and assembly of its components, generally known or readily accessible and is thus of economic value, that has been subject to reasonable steps under the circumstances to maintain secrecy, and concerning which there is a legitimate interest in maintaining secrecy. The same shall apply to information subject to banking secrecy that becomes known to the contractor in connection with the execution of the contract, particularly in the context of evaluations relating to funding partners (e.g. KfW). Such information must be treated as strictly confidential and may only be used for the contractually agreed purposes. The contracting authority shall expressly refer the contractor to the special non-disclosure/confidentiality obligations within the framework of each evaluation.

The contracting parties shall commit their employees to confidentiality within the meaning of the GDPR, as well as to other non-disclosure and secrecy obligations if such an obligation does not already exist. This commitment is documented and shall expressly continue in effect even after termination/fulfilment of the contract.

The contractor shall be obliged to regular data backup to the extent necessary. The contractor must take technical and organisational measures within the meaning of Art. 32 GDPR in order to ensure an adequate level of data protection and data security during data processing. In particular, the contractor must protect the systems to which the contractor has access against unauthorised perusal by third parties. The contractor shall take the measures necessary for these precautions in consideration of the current technological standards, the implementation costs and the manner, scope, circumstances and purposes of processing, as well as the probability of occurrence and the severity of the risk to the rights and freedoms of natural persons. The contractor shall regularly check that the technical and organisational measures taken are effective and adapt them when necessary. In particular, the contractor shall aim to ensure protection against viruses and other malicious programs or program routines. In addition, the contractor shall take other measures to protect its facilities, in particular against burglary.

In the case that systems not subject to the contractor's access are used, the contractor must impose corresponding obligations on its contract partners (subcontractors) and regularly monitor adherence to these obligations.

The contractor must carefully select the subcontractors and, prior to engaging them, check that the subcontractors are able to observe the agreements reached between the contracting authority and the contractor. In particular, the contractor must check on a regular basis, both beforehand and during the contract duration, that the subcontractors have taken the necessary technical and organisational measures to protect personal data in accordance with Art. 32 GDPR.

The contracting authority is authorised to verify compliance with the data security requirements at any time upon prior written notice of at least five working days. If the contracting authority has a concrete suspicion of a breach of these data security requirements, no prior notice is required. During the inspection, the contractor must, during normal business hours, provide the contracting authority with access to its business facilities of relevance to the inspection, in particular the EDP facilities.

The contractor shall undertake to perform data processing only in Member States of the European Union (EU) or the European Economic Area (EEA). Transferring the service or related sub-operations to a third country requires the prior consent of the contracting authority and shall only be permitted if the particular requirements of Art. 44 ff. GDPR are met (including the Commission's adequacy decision, standard contract clauses and approved rules of conduct).

The contracting authority shall have sole responsibility for protecting the rights of those affected. The contractor shall undertake to support the contracting authority in its obligation to process requests from data subjects as per Art. 12-23 GDPR. In the process, the contractor must in particular ensure that the necessary information is provided to the contracting authority without delay so that the contracting authority can meet its obligations, in particular those pertaining to Art. 12 (3) GDPR.

The contractor is compelled to inform the contracting authority without delay of any violation against data protection regulations or against the contractual agreements reached and/or the instructions issued by the contracting authority that has taken place during the course of data processing by the contractor or by other parties involved in the data processing. The same applies to any violation of the protection of personal data that the contractor processes on behalf of the contracting authority.

1.6 Reference to the German Institute for Development Evaluation

The design of project-related business documents, presentations and other project-related information must be coordinated with the relevant contact person at the contracting authority. In any case, reference must be made to the contracting authority. The DEval logo must also always be used in this context. The DEval logo must appear in at least the same size as the logo of the contractor, and the name and role of the contracting authority and the funding agencies must also be clearly stated. The contracting authority reserves the right to reject reference made to the contractor on project-related business documents, presentations and other project-related documents of the contractor.

1.7 Publications

Project-related publications by the contractor shall require the prior written consent of the contracting authority, even after the termination of the contractual relationship. The approval may only be refused for good reason. A brief description of the job and the operating framework for public relations purposes does not require the consent of the contracting authority. In case of doubt, the contracting authority must be consulted as to whether the publication of particular information requires prior approval. In any case, an appropriate reference must be made to the contracting authority, in particular to its role as originator, which must first be approved by the contracting authority. Personal data may not be included in publications.

1.8 Confidentiality, retention of documents

All data, documents and work results that are obtained or become known in connection with the execution of the contract may not be disclosed to third parties by the contractor without the prior written consent of the contracting authority. This applies in particular to the transfer of (personal) data and confidential information to subcontractors. Any transfer of data, documents and work results to third parties without the prior written consent of the contracting authority is strictly prohibited.

At the discretion of the contracting authority, the contractor must either completely and irretrievable destroy personal data, trade secrets and other confidential information (including information subject to banking secrecy) or return them to the contractor no later than twelve months after the respective evaluation report is completed or accepted. On request, the contractor must provide comprehensible evidence that he has deleted or destroyed the data or information. In addition, the contractor must generally retain work/performance results for a period of 10 years after completing the work and must make them available for inspection at the request of the contracting authority.

1.9 *if the area of operation is outside Germany:* Cooperation with other institutions

The contractor must demonstrate good cooperation with the agencies of the country of deployment. During the term of the contract, the contractor shall refrain from interfering in the internal affairs of the country of deployment, particularly in the areas of politics, religion, as well as customs and traditions.

The contractor undertakes to ensure adequate cooperation with the German representation abroad, with other experts working in the framework of German development cooperation in the country of deployment, with the active representatives of the Federal Republic of Germany on official mission in the country of deployment, as well as with the representatives and experts of multilateral organisations, in so far as they affect the project activity.

1.10 Integrity and social standards

A. If the contractor or one of his experts or representatives offers an employee or a family member or other person closely associated with the contracting authority a gift or other benefit in connection with the award or execution of the contract, the contracting authority shall be entitled to immediate termination of the contract in accordance with 8.2 of the General Terms and Conditions of Contract. The same applies if the contractor or one of his experts accepts gifts or other benefits from third parties in connection with the execution of the contract. The right of termination shall also exist if the contractor has agreed with other tenderers a restriction of competition. In each of these cases, the contractor shall be obligated to pay a contractual penalty of €25,000. If the benefit to the employee or family member is higher than €25.000, the contractor shall be liable to a contractual penalty in the amount of the benefit. Further claims for damages shall remain unaffected. However, the contractual penalty shall be set off against such claims for damages.

B. In the execution of the contract, the contractor shall abide by the principles of the International Labour Organization's (ILO) Declaration on Fundamental Principles and Rights at Work of 18/06/1998 (freedom of association, the right to collective bargaining, the elimination of all forms of forced and compulsory labour; the effective abolition of child labour; and the elimination of discrimination in employment and occupation). In the execution of the contract, the contractor shall in particular comply with the provisions transposing into the partner country's national law the obligations arising from the ILO's corresponding core labour standards (Conventions 29, 87, 98, 100, 105, 111, 138 and 182). If the partner country has not ratified or transposed into national law one or more core labour standards, the contractor shall be obligated to comply with the provisions of the partner country that pursue the same objectives as the core labour standard. If the contractor or one of his subcontractors fails to meet this obligation, the contracting authority is entitled to demand a contract penalty in the amount of €25,000.

C. Further claims for damages shall remain unaffected. However, the contractual penalty shall be set off against such claims for damages. In the event of a breach of 1.10 (A) or (B), the contracting authority shall be entitled to terminate the contract without notice or to withdraw from the contract.

1.11 Use of artificial intelligence

If the contractor uses artificial intelligence within the meaning of Regulation (EU) 2024/1689 (AI Act) in the provision of the contractual service, in particular in the collection, analysis or preparation of data, or in the creation of reports or other work results, he must advise the contracting authority of this before the first use and must, on request, inform the contracting authority of the AI applications deployed, the models used and the underlying IT infrastructure, providing evidence of these. This shall apply, in particular, to the extent that non-public, confidential or personal data are processed when using AI.

The contractor shall document, in an appropriate, comprehensible form, the extent to which and the way in which he has used AI when creating content and shall present this documentation to the contracting authority on request. Content that has been produced by AI or with substantial assistance from AI must be identified as such, to the extent necessary to preserve the scientific comprehensibility and transparency of the evaluation.

The contractor may not use AI to autonomously generate findings, assessments, or conclusions relating to the evaluation without having these appropriately reviewed by a human. In any case, the contractor shall retain professional and methodological responsibility for all the work/performance results.

The contractor may only use AI applications that guarantee a data protection and data security level corresponding to section 1.5 of these General Terms and Conditions of Contract in the processing of non-public, confidential or personal data, trade secrets, or data subject to banking secrecy. Such data may not be processed using publicly accessible AI services where further use of the data by the provider for training purposes is not ruled out, unless the contracting authority has agreed to this in writing in advance.

The guidelines for the use of artificial intelligence issued by the contracting authority (AI policy), as amended, shall apply mutatis mutandis to the contractor and the experts deployed by the contractor, to the extent that these guidelines relate to the use of AI in the context of the execution of the contract. The contracting authority shall provide the contractor with the applicable version of the AI policy. A breach of the above paragraphs shall entitle the contracting authority to terminate the contract in accordance with section 8.2.

2. a. -only applies if the contractor is a company, as an alternative to 2b -

2a.1 Scope for experts deployed

The provisions of the contract, in particular paragraphs 1.2 to 1.10 of these General Terms and Conditions of Contract, shall also apply mutatis mutandis to the experts deployed by the contractor for the fulfilment of the contract. The contractor shall ensure that they know and observe the contractual obligations.

2a.2 Appointment of experts, requirements

To carry out the tasks assumed in the contract, the contractor shall deploy the experts specified in the contract in terms of numbers and qualifications. If several people are deployed, the contractor shall appoint a project manager/team leader and deputy after consultation with the contracting authority.

The contractor shall obtain the written consent of his experts for the processing of personal data by the contracting authority (Art. 5 et seq. GDPR). The contracting authority shall process personal data of the contractor's experts only insofar as this is necessary for practical or organisational reasons (Art. 6 GDPR).

The contracting authority is not entitled to demand the deployment of specific employees/experts of the contractor. The selection of personnel is at the discretion of the contractor. Also, during deployment, the contractor shall have full autonomy in personnel matters and the exclusive right to issue instructions to its experts/employees. The contracting authority shall not have any rights to issue work-related instructions vis-à-vis the experts as vicarious agents.

The contractor is responsible for ensuring that only experts who are qualified for the assigned tasks are deployed. During deployments abroad, this also applies with regard to the necessary knowledge of the language and country and the health requirements.

2a.3 Replacement of experts

2a.3.1 Replacement by the contractor

The replacement of experts requires the prior written consent of the contracting authority. The approval of a replacement may only be refused for good cause (in particular the lack of qualifications).

2a.3.2 Replacement by the contracting authority for good cause

The contracting authority is entitled to demand the replacement of experts for good cause. Good cause shall be deemed to exist, in particular,

- if it turns out that an expert does not have the required professional, personal, linguistic or health qualification,

- if the expert violates contractual duties imposed by the contractor despite having been warned to the contrary by the contractor or if the contracting authority has complained to the contractor about the conduct of the expert.
- in the event of a deployment abroad: if the conduct of an expert is deemed detrimental to the interests of the contracting authority or has been complained about by the government of the country of deployment or other organisations/institutions involved.

All additional costs related to a replacement in accordance with 2a.3.2 as well as any additional costs for replacement personnel shall be borne by the contractor, unless the contractor or his expert are not responsible.

2a.3.3 Replacement for other reasons

The contracting authority may also demand the replacement of experts for other important reasons, notably political reasons, which are not related to the conduct or the qualifications of the expert. In these cases, the contracting authority shall appropriately reimburse the necessary costs associated with the replacement.

2a.4 Protection of experts/exclusion of liability

The contractor shall undertake the necessary measures to ensure the adequate protection of the experts deployed by him in the framework of the project. He shall ensure that the experts deployed abroad are sufficiently insured. Any liability on the part of contracting authority for the consequences of material damage, personal injury, illness and the death of the contractor and its experts is excluded. This exclusion of liability does not apply to injuries to life, body and health which are based on a negligent breach of duty on the part of the contracting authority or an intentional or negligent breach of duty by a legal representative or vicarious agent of the contracting authority or for other damages, which are based on a grossly negligent breach of duty on the part of the contracting authority or on a deliberate or grossly negligent breach of duty by a legal representative or vicarious agent of the contracting authority.

2a.5 Information duties of the contractor/information on the status of the project

The contracting authority may at any time check the progress and the results of the execution of the contract. The contractor shall make the necessary documents available, provide the required information and allow for inspection. If possible, the contractor shall notify the contracting authority in advance about project-related travel.

2a.6 if the area of operation is outside Germany: Procedure in the event of a crisis

In the event of a crisis, the contractor and the experts it deployed shall be obliged to comply promptly with the instructions of the contracting authority and, if necessary, partake in evacuation measures. They shall also be obliged to maintain close contact with the competent German representations abroad and to follow their instructions. In case of a breach of aforementioned obligations, the contracting authority may suspend payments under the contract to the contractor. In addition, the contractor shall be liable to reimburse the contracting authority for any additional costs resulting from the breach of obligation.

2. b. -only applies if the contractor is an individual, as an alternative to 2a -

2b.1 Employee in public service

If the contractor is an employee in public service, he assures, by signing the contract that the service is not rendered within the scope of his primary function.

2b.2 if the area of operation is outside Germany: Health requirements and exclusion of liability

The contractor is responsible for ensuring that he meets the health requirements of the country of deployment. He is obliged to ensure the necessary vaccinations. Any liability on the part of contracting authority for material damage, personal injury, illness and the death of the contractor and the consequences thereof is excluded. This exclusion of liability does not apply to injuries to life, body and health which are based on a negligent breach of duty on the part of the contracting authority or an intentional or negligent breach of duty by a legal representative or vicarious agent of the contracting authority or for other damages, which are based on a grossly negligent breach of duty on the part of the contracting authority or on a deliberate or grossly negligent breach of duty by a legal representative or vicarious agent of the contracting authority. The contractor is responsible for his own insurance coverage. The contracting authority shall not reimburse costs for health, life and accident insurance.

2b.3 if the area of operation is outside Germany: Recall/Conduct in the event of a crisis

The contracting authority may for good cause request an immediate return from the country of deployment. In particular, this may include political reasons or crises, conduct by the contractor that is detrimental to the interests of the contracting authority or complaints about the contractor by the government of the country of deployment or other organisations/institutions.

In the event of a crisis, the contractor shall be obliged to comply promptly with the instructions of the contracting authority and, if necessary, partake in evacuation measures. He is also obliged to maintain close contact with the competent German representations abroad and to follow their instructions. In case of a breach of aforementioned obligations, the contracting authority may suspend payments under the contract. In addition, the contractor shall reimburse the contracting authority for any additional expenses resulting from the breach of obligation, unless the contractor is not responsible for the breach of duty.

3. Subcontracting

The subcontracting of partial services to third parties by the contractor requires the prior written consent of the contracting authority. In such cases, the contractor may not impose less favourable conditions on the subcontractors than were agreed between him and the contracting authority. The contractor shall be involved appropriately in the SME subcontract tender process.

The same level of data protection and data security must be ensured for the subcontractors as was agreed between the contracting authority and the contractor. The contractor undertakes to take appropriate contractual precautions or to ensure compliance with these provisions. This applies in particular with regard to the strict purpose limitation of the data processing in view of the evaluation activities and scientific research.

Subcontracting shall not absolve the contractor of his obligations under the contract and under these General Terms and Conditions of Contract. In particular, the contractor must ensure that the contracting authority acquires the same rights to the services provided by subcontractors as to the services provided by the contractor himself, cf. section 5 of these General Terms and Conditions of the Contract.

4. Obligation to report

The contractor is required to submit on time written project reports in the manner (type, frequency) agreed with the contracting authority. The contractor is obligated to carry out any rectifications and corrections demanded by the contracting authority and resubmit the revised version(s) no later than the date specified by the contracting authority.

Individuals may not be mentioned by name and no other processing of results may occur that allow the identification of individuals as the source. At the request of the interviewees or if this is to be expected to be to their disadvantage, the individuals' names must also be anonymised in the annexes[1]. Legal and contractual data protection regulations must be observed. All reports and associated documents must clearly indicate that they were created in the framework of a project funded by the contracting authority. The reports must be dated and signed.

The reporting costs are calculated at the standard rates and shall not be remunerated separately. At request of the contracting authority, the reports must also be provided in electronic form.

[1] Anonymising is the alteration of personal data in such a way that the individual details about personal or factual circumstances no longer or only with a disproportionately large amount of time, cost and effort can be linked to a specific or identifiable natural person.

5. Rights of use/work results (including documentation)

5.1 Transfer of rights of use

5.1.1 Unless agreed upon otherwise in the contract, the contractor shall irrevocably transfer and assign to the contracting authority, in perpetuity, throughout the world and without restriction, all work/performance results and copyright-protectable deliverables resulting from performance of the contract that were created, procured or sourced from the existing inventories of the contractor and all rights, in particular all trademarks and other trademark rights, copyrighted rights of use, design rights, related rights within the meaning of the copyright and other intellectual property rights (including all the development levels). The transfer of rights under the first sentence shall expressly also include all data of any kind that have been collected, recorded, collated or otherwise generated during the performance of the contract, whether or not they constitute personal data and whether or not they are protected by copyright. This shall apply equally to work/performance results created using artificial intelligence, whether or not they are protected by copyright in the absence of personal intellectual creation. The contracting authority shall acquire all rights to such results to which the contractor is entitled or which can be transferred to the contractor. Exceptions to this are deliverables and work/performance results that are not made available by the contractor and are not required for the further use and for the exploitation of the project results.

5.1.2 By way of derogation from section 5.1.1, the contracting authority shall acquire, instead of the exclusive only a simple right of use to contractual services and work/performance results sourced from the existing inventories of the contractor that were provided in the context of the performance of the contract and have not been significantly changed or have not been remunerated separately by the contracting authority. The contractor shall notify the contracting authority in writing prior to the conclusion of the contract, whether or which deliverables and work/performance results are affected by this limitation.

5.1.3 The contractually agreed remuneration includes the transfer of the right of use pursuant to section 5.1.1 or 5.1.2. The contracting authority's usage rights in accordance with section 5.1.1 or 5.1.2 includes the right to use and exploit deliverables and work/performance results, in perpetuity, throughout the world and without restriction, in any way known or still unknown at the time of conclusion of the contract, in particular reproduction, distribution, publication, including the storage by means of electronic data processing as well as the electronic dissemination in multi-media form. The contracting authority shall remain entitled to make changes, modifications, adaptations, edits and translations, or to grant and transfer rights of use to third parties. All rights are also granted or transferred beyond the date of termination of the contract. The rights of use that have been granted or transferred shall remain unchanged and shall not revert to the contractor if the contracting authority passes to a third party by way of legal succession or if insolvency proceedings are opened on the assets of the contracting authority. In these cases, the legal successor or the insolvency estate shall be entitled to the rights.

5.1.4 Work/performance results or deliverables also include computer programmes, which the contractor has created, adapted, acquired or supplied in performance of the contract. In order to enable its rights of use, the contractor shall transfer the source code and programme documentation to the contracting authority, which the contracting authority shall be entitled to make available to third parties in the form of copies.

5.2 No conflicting rights of third parties

The contractor warrants that the transfer and use of all the work/performance results and deliverables – including all the data collected, recorded, or generated by the contractor during the performance of the contract – do not conflict with any third-party rights. This shall particularly apply to data which the contractor collects autonomously or which are not personal data, and which are not collected in the context of data processing on the instructions of the contracting authority. The contractor shall be solely responsible for ensuring that such data are collected lawfully and that he has sufficient rights to transfer the data to the contracting authority within the scope of sections 5.1.1 to 5.1.4. The contractor shall indemnify the contracting authority from any third-party claims resulting from the transfer or exercise of the rights of use in accordance with sections 5.1.1 to 5.1.4 and shall reimburse all costs that the contracting authority incurs in connection with a corresponding legal defence.

5.3 Registration of industrial property rights

The contractor shall inform the contracting authority of intended registration of industrial property rights, in so far as they relate to the abovementioned work/performance results or deliverables, and shall ensure that the contracting authority is not restricted hereby in exercising its rights of use.

5.4 Burden of proof

If the contractor asserts that work/performance results or deliverables were not created or processed, acquired or supplied in performance of the contract, the burden of proof lies with the contractor.

5.5 The right of use for the contractor's own purposes

The contracting authority may, at the request of the contractor, permit the exploitation of the deliverables and work/performance results in accordance with section 5.1.1 for the contractor's own purposes free of charge, provided this is not contrary to applicable data protection regulations. As a general rule, the contracting authority will permit the exploitation if, and in so far as the contractor can assert a legitimate interest and provided that the interests of the contracting authority do not preclude this. The contractor shall appropriately inform the contracting authority of any exploitation of deliverables and work/performance results in the manner agreed with the contracting authority.

6. Remuneration

6.1 The contractually agreed remuneration is the final price.

If the contractor deems necessary any additional cost-affecting services in performance of the contract, the contracting authority must be notified without delay. The additional services shall only be compensated if the contracting authority has agreed in writing beforehand.

All rebates, discounts, reimbursements and other allowances must be passed on to the contracting authority. The contractor also undertakes to exploit all available tax exemption options (e.g. due to deliveries abroad) and furnish proof of this to the contracting authority; otherwise, the contracting authority shall not be obligated to pay VAT or shall be entitled to reduce the final price accordingly.

6.2 Travel expenses

Unless otherwise agreed, travel expenses shall be reimbursed in addition to the agreed remuneration. Reimbursement shall be made on application in accordance with the Federal Travel Expenses Act (BRKG) and the Foreign Travel Expenses Ordinance ARV (forms are available from the contracting authority). All travel bookings as well as the procurement of tickets shall be carried out by the contractor. The determination of travel necessity is always carried out in close coordination between contracting authority and contractor.

7. Terms of payment

7.1 In case of service contracts:

7.1.1 Invoicing and payment

Invoices and statements must be provided in duplicate and in verifiable form, with the costs broken down according to cost components. Any VAT must be shown separately for each invoice item at the applicable rate.

Unless agreed upon otherwise in the contract, the payment of the invoice amount will be effected after complete performance of the contract within one month after receipt of the verifiable invoice. By way of derogation from section 616 German Civil Code (BGB), no compensation is paid in case of a temporary prevention from performing services.

7.1.2 Partial payments

Partial payments can be made according to proven performance progress broken down according to the types of costs, if mutually agreed by the contracting authority and the contractor. The scheduled payment dates shall be defined in writing.

Services provided up to 31/12 of a year that have not yet been settled, must be settled fully as soon as possible by the contracting authority in the following year.

7.1.3 Personal tax responsibility

The agreed remuneration is the net amount plus the statutory VAT. The contractor himself is responsible for complying with the statutory tax obligations.

7.1.4 Account reconciliation

The contractor shall be obliged, at the request of the contracting authority, to reconcile the balances per contract with the financial accounting of the contracting authority once per year as determined by the contracting authority.

7.1.5 Retention of accounting documents

The contractor shall be obliged to keep accounting records for at least six years.

7.2 In case of contracts for work and services:

Contracts for work and services shall be subject to the requirements of section 7.1 with the following stipulations:

7.2.1 Claim for payment

The payment of the compensation shall be made immediately after the acceptance of the service.

7.2.2 Acceptance

The acceptance shall be made within 30 days from the date of the written notification of readiness for acceptance or the delivery of the work to the contracting authority.

Any partial payments shall not constitute a partial acceptance. However, it can be agreed upon that partial acceptance is effected for partial services rendered.

7.3 Non-performance/delay in performance

In case of service contracts: If the agreed service is not rendered, the contractor shall not be entitled to the remuneration. If parts of the service are not rendered, the contracting authority may reduce the remuneration accordingly.

Overpayments (advance payments) must be repaid by the contractor accordingly.

In case of contracts for work and services: If the contractor does not observe the agreed dates and deadlines and does not deliver the work within the extended deadline set by the contracting authority, the contracting authority shall be entitled, beginning with the expiration of the deadline, to demand from the contractor 1% of the total agreed price per commenced week of exceeding the stipulated deadline up to but no more than 10% of the remuneration as compensation for damages incurred. The contractor shall be entitled to demonstrate that damage did not occur or only to a substantially lower extent.

7.4 Limitation

The contractor's claims from the contract - except in the case of liability on the part of the contracting authority due to intent - shall become statute-barred within one year if not asserted in writing vis-à-vis the contracting authority. The limitation period begins - regardless of whether the contractor became aware of the circumstances giving rise to the claim or would have learned thereof without gross negligence - at the end of the year in which the contractual commitment period ends or the work is accepted. The statutory period of limitation shall apply for liability on the part of the contracting authority for damages arising from injury to life, body or health which are based on an intentional or negligent breach of duty by the contracting authority, a legal representative or vicarious agent of the contracting authority as well as liability for other damages, which are based on a wilful or grossly negligent breach of duty on the part of the contracting authority or a legal representative or vicarious agent of the contracting authority.

8. Termination

8.1 Service contract

The contracting authority is entitled to terminate the contract at any time in whole or in part. The statutory regulations shall apply for the termination of the service contract unless otherwise specified in the contract.

8.2 Contract for work and services

If the contracting authority terminates a contract for work and services for reasons beyond its control, the contractor shall be entitled to demand the agreed remuneration. The contractor must, however, offset any expenses saved or any income, which it acquires, or wilfully omits to acquire, by using its labour elsewhere. In all other cases, the statutory regulations shall apply for the termination of the contract for work and services unless otherwise specified in the contract.

9. Prohibition of assignment

The assignment of claims from the contract is excluded, unless the contracting authority has agreed in writing.

10. Liability of the contracting authority

The contracting authority assumes no liability for damages arising from injury to life, body or health of the contractor unless they result from an intentional or negligent breach of duty on the part of the contracting authority or a wilful or negligent breach of duty by a legal representative or vicarious agent of the contracting authority. The contracting authority assumes liability for any other damage only if it results from an intentional or grossly negligent breach of duty on the part of the contracting authority or a deliberate or grossly negligent breach of duty by a legal representative or vicarious agent of the contracting authority.

11. Partial invalidity

Should any individual provisions of the agreement prove invalid, the remaining provisions shall retain their full validity.

12. Alterations/written form

The contract, alterations and additions to this contract as well as all important notifications require written form. This also applies to changes to this written form clause.

13. Place of performance/jurisdiction

Place of performance is Bonn, Germany, as far as the agreed services are not to be provided elsewhere in accordance with the contract or by their very nature.

The contract shall be governed by the laws of the Federal Republic of Germany. The place of jurisdiction is Bonn, Germany. The contracting authority shall also be entitled to bring action against the contractor at the competent court of his domicile.

14. Integral parts of the contract

The elements of the contract are

1. the contract itself and its annexes
2. these General Terms and Conditions of Contract and their annexes
3. the Procurement and contract procedures for Supplies and Services (VOL), Part B, in their respective version.

In the event of any contradictions, the elements apply in the order indicated. General terms and conditions of business and payment of the contractor are excluded.

The masculine form of address has been used throughout to improve legibility.