

Service Contract No. 2026_0021_EVA3_26_ZPE

Project: Evaluation of Civil Society Development Cooperation

Date: 16.04.2026

THE FOLLOWING AGREEMENT IS CONCLUDED BETWEEN THE

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

- hereinafter "Customer" -

AND

-hereinafter "Contractor" -

Preamble

The contracting authority is conducting an Evaluation of Civil Society Development Cooperation. The purpose of the evaluation is to promote transparency and accountability regarding the implementation of the Civil Society Development Cooperation policy strategy.

1 Subject matter/provision of services/duration of the Contract

The contractor shall provide services in the capacity of "consultancy with expertise in evaluation of civil society for a country case study in Georgia" for the project "Civil Society Development Cooperation".

1. The contractor, in consultation and in close cooperation with the contracting authority, shall provide evaluation support in the framework the country case study in India. The services are described in more detail in the Terms of Reference in Annex 1 to this contract.
2. The service provision shall be for a limited time only.
3. Cooperation is agreed for the entire duration of the evaluation. The estimated duration is from **01.07.2026-31.07.2027**. The contingent for the entire contract period is a maximum of **56 days**.
4. It shall be the responsibility of the contractor to ensure the highest quality of the services listed in the Terms of Reference. DEval shall be responsible for leading and managing the project/service "Evaluation of Germany's Feminist Development Policy".
5. The Customer shall be obligated to inform the Contractor about inadequate services at the earliest possible date, so that the Contractor has the opportunity to improve the quality of his services. If the

contractor fails to adequately improve the services and mechanisms of the quality assurance after a respective demand, the Customer shall be entitled to terminate the contract.

6. Each party shall be entitled to terminate this contract at the end of each calendar month under observation of a notice period of two weeks.

7. The right of both parties to extraordinary termination for good cause remains unaffected.

Good cause shall be deemed to exist, in particular,

- a) if political reasons or crises require the immediate discontinuation of contract execution.
- b) if insolvency proceedings are opened against a party.
- c) if the Contractor, without consulting with the Customer, 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 does not provide a sufficiently qualified replacement.
- e) if the Contractor violates obligations regarding the handling of (personal) data and documents.

8. Any termination of the contract requires the written form.

9. The Contractor is in principle free to choose his place of work. If the activity requires physical presence at a certain place, the contractor is required to render his services on-site.
10. The Contractor is free to choose his time of work. The contractor is, however obligated to coordinate with employees of the contracting authority to ensure the cooperation of the parties and the keeping of appointments.
11. The Contractor is free to choose at his discretion how the work is carried out.
12. The Contractor is entitled to also perform work for other national and international clients. However, the other activities may not negatively impact his work for the contracting authority.
13. The Contractor is not entitled to act as a representative of the contracting authority vis-à-vis third parties, in particular to conduct negotiations or make declarations with effect for or against the contracting authority. Exceptions require the prior written consent of the contracting authority.

2 Integral parts of the contract and remuneration

1. Quantity structure

The parties agree to the Terms of Reference in accordance with Annex 1 "Terms of Reference" within the aforementioned period in the following extent:

	DELIVERABLES / TASKS	UP TO DAYS	TENTATIVE DATES
A. Preparation of data collection		15	July 2026 – September 2026
1.	Development of a context analysis for the case study	10	July 2026
2.	Collaboratively developing the data collection plan and interview guidelines together with DEval evaluation team	2	July – August 2026
3.	Preparation of the country case study	3	July – September 2026
B. Logistical preparation of and support to data collection		2	July – September 2026
4.	The logistical preparation of data collection	2	July – September 2026
C. Data collection and documentation		14	November 2026 – January 2027
5.	Participation in data collection	13	November 2026 – January 2027
6.	Ensuring documentation of all interviews	1	December 2026 – January 2027
D. Data analysis, case study report and dissemination of results		19	January – July 2027
7.	Analysis of all interviews, group discussions and additional methods as well as documentation of analysis	10	January – February 2027
8.	De-briefing of stakeholders	4	January – February 2027
9.	Commenting on the evaluation report	5	February – July 2027
E. Communication with DEval team		6	July 2026 – July 2027
10.	Kick-off and onboarding	1	July 2026
11.	Regular exchange	5	July 2026 – July 2027
TOTAL OF WORKING DAYS (from 1.-11.) UP TO		56	

The total volume of working days will consist of up to **56 working days**. DEval is not obligated to utilise any services.

2. Cost and remuneration calculation

For the scope of the aforementioned contractual services, the parties agree on remuneration indicated in the price sheet. The amounts indicated in the price sheet are binding and form part of the contract.

The Contractor him- or herself shall be responsible for making his or her own travel reservations and for the procurement of tickets. All determinations of a need for travel shall be made in close consultation between the Customer and the Contractor. The foregoing provisions shall be deemed satisfactory for all costs of travel to and from the place of official business, overnight stays, meals and miscellaneous expenses. There shall be no reimbursement for any further costs.

3. The Contractor undertakes to independently pay any taxes due. The contractor shall independently ensure social security, notably an adequate health insurance and pension provision.
4. The Contractor shall only be entitled to compensation for days on which work is actually performed for the Customer. There is no entitlement to compensation in the case of illness or an entitlement to leave or holiday pay.
5. With the remuneration agreed in § (2), all compensation claims by the Contractor 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, shall be deemed satisfied. In particular, any expenses arising within the scope of service performance must be borne by the Contractor, unless specified otherwise in the General Terms and Conditions of Contract.
6. The service performance shall be demonstrated by time sheet with each invoice and shall be paid out accordingly. The date, location and services provided must be specified. Annex 4 should be used as a template for verification purposes. Non-verifiable activities will not be compensated by the contracting authority. The invoices must contain all the information specified in Annex 3.
7. If the provision of services under this contract requires more than eight hours on a given day, the day shall count as a full day of work. Commenced days of service performance under this contract with less than eight working hours shall be added up in the overall billing. In the billing, hours are rounded up to full hours. Eight hours of service performance shall constitute one full day.
8. Service provision beyond the specified scope (quantity structure) must be agreed upon with the Customer beforehand in writing. In this case, the Contractor shall demonstrate to the Customer the services rendered and specify what additional activities are necessary and how long they will take to complete. The parties shall reach an agreement on this without delay.

9. Method of payment

The Contractor shall submit regular invoices for services rendered at agreed deadlines. 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 e-invoicing portal OZG-RE, provided by the Bundesdruckerei (Federal Printing Office). The access link to the OZG-compliant invoice receipt platform is: <https://xrechnung-bdr.de/edi/account/login>. The Leitweg-ID (buyer reference) for unambiguous addressing of e-invoices to DEval is: **992-80271-16**.

Additional settlements shall take place on the following agreed deadlines:

- With effect from 1 December every year, all services rendered up to that point in the current year must be invoiced. This deadline must be complied with for budgetary reasons. Late settlement may lead to deductions, in so far as budgetary resources from the current year cannot be made available due to a lack of accounting documents.
- The final payment shall be made after the fulfilment of all obligations and a corresponding verification by the Customer, again based on an invoice, specifying the services rendered and the time scope. Supporting documents must be submitted along with the itemisation.

10. Data protection and data security, subcontractors

- a. The Customer will provide the Contractor with data, such as documents and underlying regulations, which serve as the documentation of the evaluated area and may be of importance in the context of the evaluation, records and financial data on measures, programmes and projects, written communication, tables, charts, datasets, data analyses, internal policies (for example of the German Federal Ministry for Economic Cooperation and Development (BMZ)) and guidelines, reports, draft reports, images, plans, maps, visual and auditory materials, which form the basis for the (consulting) activities of the Contractor. These data may also contain personal information (personal data), as well as confidential information of third parties. The Contractor shall support the Customer in its scientific work, which is geared towards achieving the evaluation objective. The processing of personal data by the Contractor is limited to the sole purpose of performing a single evaluation and carrying out the associated scientific research. This also applies to data developed by the Contractor on the basis of (personal) data provided by the Customer. Transferring data (in particular personal data) to third parties or publishing it is not permitted without the written consent of the Customer.
- b. The Contractor undertakes to treat as confidential (personal) data and information provided by the contracting authority. In particular, this means that the Contractor and his employees shall not disclose or make accessible (personal) data or confidential information to third parties or in any other way exploit or use these data and information except for the purposes contractually agreed upon between the parties.
- c. The employees of the Contractor may access (personal) data and confidential information only to the extent in which they are required for the implementation of the evaluation activities or are 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 section 3 of this Service Contract before beginning their activity.
- d. The Contractor undertakes to process (personal) data and confidential information supplied by the Customer in accordance with the principles of the General Data Protection Regulation and within the framework of the relevant data protection laws and regulations.
- e. The Contractor undertakes, in the case of processing of (personal) data and confidential information, to comply with the statutory and contractual provisions on data protection, in particular with the General Data Protection Regulation (GDPR). This includes state-of-the-art customised technical and organisational measures (Art. 32 GDPR) and the obligation to data secrecy within the meaning of the GDPR. The employees of the Contractor shall be obligated accordingly in writing. Section 1.5 of the DEval's General Terms and Conditions of Contract must be observed.
- f. The obligation to protect confidential information and (personal) data does not include information that is already public knowledge.
- g. If the Contractor as part of the provision of services wants to entrust a subcontractor, this requires the prior written consent of the Customer. Should the Customer agree to a transfer of (personal) data and confidential information to third parties or subcontractors, this shall apply only to external consultants and parties that are committed to confidentiality or if this is absolutely necessary for the execution of the contract. These third parties and subcontractors must be obligated to equivalent data protection and data security measures. The obligations resulting from this agreement, also with a view to the General Terms and Conditions of Contract of the Customer, shall also apply to any subcontractors and third parties. The transfer

of (personal) data or confidential information to further third parties (e.g. sub-subcontractors) is excluded in any case.

- h. At the discretion of the contracting authority, all data, in particular personal data and confidential information must either be returned to the Customer after completion of the activity or the information and documents must be completely, irretrievably and verifiably destroyed. Exempt from the return/deletion obligations are any statutory retention obligations or official/court orders.
- i. If the Contractor becomes aware that (personal) data and/or confidential information have been disclosed contrary to this agreement or there is a risk that it has come to the attention of third parties in any other way, the Contractor shall notify the Customer without delay.

3 Other

1. The General Terms and Conditions of Contract of the German Institute for Development Evaluation gGmbH in Annex 2 are binding and form an integral part of this contract.
2. This contract as well as the interpretation of the same shall be governed by the laws of the Federal Republic of Germany.
3. The Contractor agrees to ensure that his independence and the independence of the evaluators used by him are not affected by conflicts of interest. Conflicts of interest exist in particular if the personnel deployed are currently or have over the past year been involved in evaluation system consulting and development at an organisational level (not at project level) in German development cooperation.
4. Should individual provisions of this contract be or become ineffective, this shall not affect the validity of the remaining provisions. In such cases, the parties shall make every effort to find provisions whose business and legal result would match those of the invalid provision as closely as possible.
5. All annexes referred to in this agreement are a binding part of the contract.
6. This contract includes all agreements between the parties and supersedes all any previous written and oral agreements between the parties concerning the service relationship.
7. Changes, additions and the cancellation of this agreement must be made in writing in order to be effective. The electronic form is not sufficient. This also applies to amendments to this written-form requirement. The above written-form requirement does not apply to oral agreements made directly between the parties after the completion of this agreement.

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. Invoice Template
 4. Time Sheet