

Service Contract No. 2026_0060_EVA3_25_FEM_EPOLITIK

Project: Evaluation of Germany's Feminist Development Policy

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 Germany's Feminist Development Policy. The purpose of evaluation is to promote transparency and accountability regarding the implementation of the feminist development policy strategy. In addition, it aims to stimulate learning, for example regarding embedding the feminist approach in projects and strengthening gender-transformative approaches.

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

The contractor shall provide services in the capacity of "Consultant team with expertise in evaluation of interventions with gender- and human rights-related goals for a country case study in Mexico" for the project/service "Evaluation of Germany's Feminist Development Policy".

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 Mexico. 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 **01.07.2026-31.03.2028**. The contingent for the entire contract period is a maximum of **57 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		
1.	Conducting and finalizing the human rights-based context analysis (incl. vulnerability assessment & stakeholder mapping)	4	July 2026
2.	Collaboratively developing the data collection strategy and interviews guidelines together with DEval evaluation team (incl. preparation and documentation)	4	July – August 2026
3.	Conceptual preparation of the country case study (identification of interview partners, interview plans, etc.)	3	July – August 2026
	A. Total up to	11	
	B. Logistical preparation of and support to data collection		
4.	Logistical preparation of and support to data collection	3	August – September 2026
	B. Total up to	3	
	C. Data collection and documentation		
5.	Conducting data collection incl. documentation	15	September 2026
6.	Transcription of interviews	0	September 2026
	C. Total up to	15	
	D. Data analysis, case study report and dissemination of results		
7.	Analysis of interviews and group discussions as well as additional methods and documentation of analysis	10	September - October 2026
8.	Preparation and implementation of an interpretation workshop with representatives of civil society organizations	1	September - October 2026
9.	Participation in the dissemination of evaluation results for local civil society organizations	3,5	August 2027 – March 2028
	D. Total up to	14,5	
	E. Communication with DEval team		
10.	Kick-off and onboarding: ½ day virtual workshop with DEval team and consultation of documents provided	3	July 2026
11.	Workshop 2: ½ day virtual workshop with DEval team on case study design	1	July 2026
12.	Workshop 3: ½ day virtual workshop with DEval team on data collection methods	1	July - August 2026
13.	Workshop 4: ½ day virtual workshop with DEval team on development and adaption of interview guidelines, etc.	1	July - August 2026

14.	Workshop 6: ½ day virtual workshop with DEval team on data analysis and synthesis	1	October – November 2026
15.	Workshop 7: ½ day virtual workshop with DEval team on dissemination products (virtual)	0,5	January – August 2027
16.	Workshop (5) prior to data collection (full-day on-site in Mexico/ Ciudad de México)	2	September 2026
17.	Regular exchange with DEval team (jour fixe) virtually on a weekly basis, incl. preparation and documentation	3	July – November 2026
18.	Preparation and implementation of briefing and debriefing meetings at the beginning and the end of the mission, incl. documentation	1	September 2026
E. Total up to		13,5	
TOTAL OF WORKING DAYS (from 1.-18.) UP TO		57	

The total volume of working days to be allocated between the team leader and the YEE will consist of up to **57 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

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Matrices for reviewing the suitability and assessment of service-

Evaluation of Germany's Feminist Development Policy - Consultant team with expertise in evaluation of interventions with gender- and human rights-related goals for a country case study in Mexico.

Reviewing suitability

To assess the professional qualifications, the following requirements must be met by the consultant and are to be proven by CV, certificates, publications and copy of the passport.

Criterion	Type	Description	A-Criterion fulfilled	Remarks
K1.	A	<p>Completed scientific university degree. All team members (team lead and YEE) must have at least a bachelor's degree in any of the following fields: economics, political science, sociology, gender studies, administration, international relations or related field.</p> <p>To be demonstrated by submitting CV and certificates.</p>		
K2.	A	<p>Work experience (team lead) in conducting data collection and data analysis. The team leading consultant must have conducted at least three studies /evaluations in the last 10 years in which qualitative data collection and analysis were conducted.</p> <p>To be demonstrated by submitting list of all relevant evaluation projects from the last 10 years.</p>		
K3.	A	<p>Work experience (YEE) in conducting data collection and data analysis. The YEE consultant must have conducted at least one study/evaluation in the last 5 years in which qualitative data collection and analysis was conducted.</p> <p>To be demonstrated by submitting list of all relevant evaluation projects from the last 5 years.</p>		
K4.	A	<p>Profound knowledge on human rights-based and/or gender/feminist approaches</p> <p>All team members (team lead and YEE) must have expertise in human rights-based and/or gender/feminist approaches to evaluation and/or human rights-based and/or gender/feminist approaches to development</p> <p>To be demonstrated by submitting CV, list of relevant projects or publications from the last 10 years.</p>		

K5.	A	Work experience (team lead) with human rights-based and/or gender/feminist approaches The team leader must have worked in at least three assignments in this context in the last 10 years (e.g. publications, program/project evaluations, studies). To be demonstrated by submitting CV, list of relevant projects or publications from the last 10 years.		
K6.	A	Excellent command of English (written and oral) , all team members (team lead and YEE) To be demonstrated by submitting CV.		
K7.	A	Excellent command of Spanish (written and oral) , all team members (team lead and YEE) To be demonstrated by submitting CV.		
K8.	A	Current place of residence is Mexico , all team members (team lead and YEE). To be demonstrated by submitting CV including the postal address.		
K9.	A	Permanent residency in Mexico , all team members (team lead and YEE). The consultant team has permanent residency in Mexico for at least 5 years in the last 10 years. To be demonstrated by submitting CV or reference documents.		
K10.	A	Parity in gender representation and one YEE consultant The team as a whole must have at least parity in gender representation and must incorporate one YEE consultant (age of 35 years or younger or less than 5 years of professional experience). To be demonstrated by submitting a copy of the passport.		

Assessment of service

						Expectations			
Criterion	Type	Description	Weightage (G)	Performance points assigned (Lp)	Lp x G	0 – 3 Points	4 – 7 Points	8 – 10 Points	Remarks
K11.	B	Outline: Please describe how a human rights-based and gender/feminist approach to evaluation would influence the design, data collection, analysis and reporting stages of a case-study. Please describe how a case study process can address intersectionality and be participatory and inclusive for diverse stakeholders, especially civil society organizations.	50	0		Reference of the approach to design, data collection and analysis techniques and methods and reporting stages of a case study is hardly given or not given. The incorporation of intersectionality is not plausible.	Reference of the approach to design, data collection and analysis techniques and methods and reporting stages of a case study is given satisfactorily. The incorporation of intersectionality is partly plausible.	Reference of the approach to design, data collection and analysis techniques and methods and reporting stages of a case study is given in almost all or all aspects. The incorporation of intersectionality is fully plausible.	Max. 2 pages, front size 11
K12.	B	Verbal presentation of K11 in a virtual interview via Teams.	50	0		Quality of content of the presentation as well as the quality of content and methodology of the contributions to the discussion is low or very low.	Quality of content of the presentation as well as the quality of content and methodology of the contributions to the discussion is satisfactory.	Quality of content of the presentation as well as the quality of content and methodology of the contributions to the discussion is good or very good.	Estimated date: between June, 19th – June, 22nd, 2026. Invitation dispatch expected on June, 16th. Duration: max. 30 minutes Language: English
Total performance points (L):					0,00				

For K11 at least 200 of 500 points must be achieved to be invited to the verbal presentation (K12). Tenders that attain less than 200 performance points will be excluded from the further procedure.

Assessment method:

The assessment is carried out according to the extended guideline method. The extended reference value method according to UfAB V v2.0 is used, by forming a quotient of performance (addition of performance points) and price for each tender. The key figure for the price-performance ratio (economic efficiency) is calculated as follows:

$$Z = L/P$$

Z = Key figure (of economic efficiency)

L = Total number of performance points (key performance indicator)

P = Total price (Euro) of the tender (price key figure)

Subsequently, all tenders within a 10 percent fluctuation range based on the leading tender (highest Z value) are selected. Finally, these pre-selected tenders are compared against the performance points L and the tender with the highest performance points is awarded. If there are tenders with the same number of points within the fluctuation range, the tender with the lower price will be accepted.

Annex 2

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

Version: November 2020

Contact

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

53113 Bonn
www.DEval.org

Table of Contents

1.	General principles and obligations	3
1.1	Scope of validity	3
1.2	Principles of ethical conduct	3
1.3	Quality of services	3
1.4	Non-project interests/power of decision of the contracting authority.....	3
1.5	Confidentiality, data protection and statements vis-à-vis third parties	3
1.6	Reference to the German Institute for Development Evaluation.....	4
1.7	Publications	4
1.8	Confidentiality, retention of documents	4
1.9	<i>if the area of operation is outside Germany: Cooperation with other institutions.....</i>	4
1.10	Integrity and social standards.....	5
2.	a. -only applies if the contractor is a company, as an alternative to 2b -	5
2.	b. -only applies if the contractor is an individual, as an alternative to 2a -	6
3.	Subcontracting.....	7
4.	Obligation to report.....	7
5.	Rights of use/work results (including documentation)	8
5.1	Transfer of rights of use	8
5.2	No conflicting rights of third parties.....	8
5.3	Registration of industrial property rights	8
5.4	Burden of proof	8
5.5	The right of use for the contractor's own purposes	8
6.	Remuneration.....	9
6.1	The contractually agreed remuneration is the final price	9
6.2	Travel expenses.....	9
7.	Terms of payment.....	9
7.1	In case of service contracts:	9
7.2	In case of contracts for work and services:	9
7.3	Non-performance/delay in performance	10
7.4	Limitation.....	10
8.	Termination	11
8.1	Service contract	11
8.2	Contract for work and services.....	11
9.	Prohibition of assignment	11
10.	Liability of the contracting authority.....	11
11.	Partial invalidity	11
12.	Alterations/written form	11
13.	Place of performance/jurisdiction.....	11
14.	Integral parts of the contract.....	11

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 GDPR (General Data Protection Regulation). 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.

Information that is subject to a special non-disclosure or confidentiality obligation under the law or is subject to a professional or official confidentiality obligation shall only be collected and used for the evaluation in accordance with the corresponding confidentiality obligations. The contracting authority expressly refers 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 data and documents, in particular personal data and confidential information must either be returned to the contracting authority by the contractor upon completion of his activities or irretrievably and verifiably destroyed. Work products must usually be retained by the contractor for a period of 10 years after completion of the activity and made 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.

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 annexes¹. 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). Exempt are deliveries and work/performance results that were not made available by the contractor and are not required for 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.

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 assures that no conflicting rights of third parties exist. The contractor shall indemnify the contracting authority from any third-party claims resulting from the transfer or the exercise of the right of use in accordance with sections 5.1.1 to 5.1.4 and shall reimburse all costs incurred for 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.

Annex 3

Name/Address/Phone/Email of invoicing party:

To

Deutsches Evaluierungsinstitut der Entwicklungszusammenarbeit gGmbH

Fritz-Schäffer-Str. 26

53113 Bonn

Date of invoice:	
Tax number or sales tax identification number:	
due date for payment:	

Invoice

Invoice number:	
Name of project:	
Contract period:	

Delivered tasks and services:

No. of working days:	
Remuneration – daily rate:	
No. of travel days:	

Incurred travel expenses ¹ :	
Incurred other costs ² :	

¹ These expenses will only be reimbursed if the contract provides for it. In such a case please, attach the following documents:

- Receipts/invoices for accommodation etc.
- Tickets (train, bus, taxi, flight etc.)

² These expenses will only be reimbursed if the contract provides for it. In such a case please, attach the following documents:

- Receipts/invoices for accommodation etc.
- Tickets (train, bus, taxi, flight etc.)

Received advanced payments: (date and amount)	
--	--

Net amount of invoice:	
if applicable tax ³ (tax rate and amount):	
Total amount of invoice:	

Bank details:	
Name and Address of Bank:	
Full Name of account holder:	
Account number or IBAN:	
BIC:	

Signature:

³ note of tax exemption (only to be filled out by German residents)

Requested task: *add requested task*

Name and position of expert: _____

I confirm that the information stated above is correct and complete.

Place, date: _____

Signature: _____