



Contract for High-Resolution Imaging of Decorated Tomb Walls at Qubbet el-Hawa North, Aswan, Egypt

The

Prussian Cultural Heritage Foundation,

jointly represented by the President

Prof. Dr. Marion Ackermann and

the Vice President Gero Dimter

as a further member of the Executive Board,

these in turn represented by

the Head of the Central Procurement Office, Mr. Jan Buchholz,

Von-der-Heydt-Strasse 16-18

10785 Berlin

- hereinafter referred to as the Client -

Ägyptisches Museum und Papyrussammlung

dieses vertreten durch die Direktorin

Prof. Dr. Friederike Seyfried

Geschwister-Scholl-Straße 6

10117 Berlin

benefit recipient

and

Company name / name of the contractual partner

Commercial register number, if applicable

Street number

Postcode Place

represented by ...

- hereinafter referred to as the Contractor -

conclude the following contract:

§ 1 Subject matter of the contract

The subject matter of the contract is the provision of the work services described in the specification of services and the other tender documents by the Contractor for the Client. The details of the service owed shall otherwise be determined in accordance with the following contractual provisions and the other contractual components specified in § 2.

§ 2 Contractual components

(1) Components of this contract are

- a) the text of the contract including annexes,
- b) the specifications of services, including the specifications of the Client from the underlying award procedure, including the associated annexes and information provided as part of the award procedure, if they were provided in writing or in text form,
- c) special contractual conditions if applicable,
- d) supplementary contractual conditions if applicable,
- e) the SPK Additional Terms and Conditions of Contract (Zusätzliche Vertragsbedingungen der SPK - ZVB) within the meaning of Section 1 VOL/B in valid at the time the contract is concluded (<https://www.preussischer-kulturbesitz.de/zvb>),
- f) General Technical Conditions of Contract if applicable,
- g) the General Terms and Conditions of Contract for the Execution of Services (Allgemeine Vertragsbedingungen für die Ausführung von Leistungen - VOL/B) in the version applicable at the time the contract is concluded,
- h) the invitation to tender issued by the Client,
- i) the Contractor's offer, including the submitted prices, without any additional conditions of the Contractor,
- j) agreement on commissioned data processing (annex to the contract) if applicable,
- k) other tender documents if applicable,
- l) in the case of a blanket order agreement, the individual release orders.

(2) In the event of discrepancies, the components of the contract shall apply in the order of precedence.

(3) The Contractor's general terms and conditions shall not become part of the contract.

§ 3 Contract term and execution deadlines

(1) The contractual relationship shall enter into force upon the award of the contract.

(2) The Contractor shall commence their performance on July 15th, 2026.

(3) The Contractor is obliged to provide the complete service by December 31, 2026.

- (4) If the Contractor recognises that they cannot meet the aforementioned deadlines, they shall inform the Client of this immediately, stating the reasons for the delay. In particular, they shall notify the Client if they are hindered in the provision of their services due to official interventions in their business, e.g. infection protection measures, or staff and material shortages. Additionally, § 5 VOL/B shall apply.

§ 4 Subcontracts

- (1) The Contractor may only transfer the execution of the service or partial service to subcontractors with the prior consent of the Client. The Contractor is generally obliged to select the subcontractor indicated on the form submitted with the tender in accordance with the aforementioned application and contract conditions.
- (2) During the execution of the contract, the Contractor must notify any intended changes to the subcontractors in text form in accordance with Section 126b of the German Civil Code (Bürgerliches Gesetzbuch – BGB) in good time and obtain the Client's consent in accordance with paragraph 1.
- (3) When commissioning subcontractors to fulfil this contract, the Contractor shall inform them of compliance with the obligations specified in § 9.

§ 5 Acceptance

- (1) The Acceptance of the contractually owed service shall take place after its completion. The mere receipt or use of the service does not constitute acceptance or in other words a declaration by the Client that the services were provided as specified in this contract.
- (2) The Client shall declare acceptance in text form. If the acceptance is not explicitly declared in text form, it shall be deemed to have been effected when the agreed payment has been made.
- (3) Any identified defects must be reported to the Contractor immediately in text form. If acceptance takes place despite defects reported by the Client, the Client reserves the right to assert the claims specified in Section 634 Nos. 1 to 3 German Civil Code (Bürgerliches Gesetzbuch – BGB).

§ 6 Remuneration

- (1) The parties agree on remuneration to the amount of ... Euro plus VAT at the statutory rate. The remuneration is due after acceptance and 30 days after receipt of a verifiable invoice.
- (2) The Contractor's offer prices are fixed prices. These include all costs for the services and fees incurred. The fixed prices also cover travel expenses and other ancillary costs (surcharges for work on Sundays and public holidays, transport costs, material costs, etc.) incurred by the Contractor. The Contractor shall remain bound to their prices until the end of the contract term.

- (3) The remuneration shall cover all payment claims of the Contractor related to the provision of the contractual services, in particular the execution of the work and the granting of rights in accordance with § 7 of this contract.
- (4) Unless otherwise regulated by law, in particular in Section 13b Value Added Tax Act (Umsatzsteuergesetz – UstG) and Section 50a Income Tax Act (Einkommenssteuergesetz – EstG), the Contractor is responsible for the taxation of the remuneration and any social security contributions. It should be noted that the Client is obliged to report any remuneration paid to the competent tax authorities.
- (5) The invoice must be submitted in digital form. Submission of the invoice in written form is generally not permitted.
- (6) The complete invoice (verifiable final invoice including supporting documents) must be submitted to the Client no later than three months after the service has been provided. Damage incurred by the Client due to late invoicing may be asserted against the Contractor.
- (7) Additionally, § 15 VOL/B and § 17 VOL/B shall apply.
- (8) If costs are incurred when transferring the invoice amount (e.g. in the case of a foreign bank transfer), these shall be borne by the payee.

§ 7 Rights of use

- (1) The Contractor shall hand over and transfer ownership of all work results to the Client at the latest after completion of the service or other termination of the contractual relationship.
- (2) If and insofar as copyrights or related property rights within the meaning of the German Copyright Act (Urheberrechtsgesetz) arise during the provision of the service, the Contractor shall unconditionally and irrevocably grant the Client the exclusive rights of use and exploitation of the work and its parts without restriction in terms of territory, time and content. The licence shall include the authorisation of the Client to use and exploit the work in Germany and abroad in physical form, in particular for reproduction, distribution and exhibition, and in non-physical form, in particular for public reproduction including making available to the public. The Client shall also have the right to grant licences to third parties.
- (3) The Contractor guarantees that all services provided by it or its subcontractors under this contract are free of third-party rights and indemnifies the Client against any possible third-party claims for infringement of copyrights or related rights or other rights.



§ 8 Personal and economic independence of the Contractor

- (1) If the Contractor is a natural person, this contract shall not establish any personal or economic dependency on the Client. The collective agreement for the public sector (Tarifvertrag für den öffentlichen Dienst - TVöD) and other labour law provisions shall not apply to this contract.
- (2) If the Contractor is a legal entity, this contract shall not establish a personal or economic relationship of dependency between the shareholders or employees of the Contractor and the Client.

§ 9 Other obligations of the Contractor

- (1) The Contractor undertakes to remunerate and employ the employees deployed under this contract in accordance with the Act on the Regulation of a General Minimum Wage of 11 August 2014 (Gesetz zur Regelung eines allgemeinen Mindestlohns - MiLoG) and the Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany of 20 April 2009 (Gesetz über zwingende Arbeitsbedingungen für grenzüberschreitend entsandte und für regelmäßig im Inland beschäftigte Arbeitnehmer und Arbeitnehmerinnen - AEntG), as amended. The Client is authorised to check compliance with the legal requirements at any time. To this end, they may, for example, have require anonymised payslips to be submitted to them or request access to the relevant documents of the Contractor.
- (2) The Contractor undertakes to impose the obligation to comply with the MiLoG and the AEntG referred to in paragraph 1 sentence 1 also on the subcontractors engaged by it or engaged by subcontractors. Prior to the commissioning of subcontractors/the awarding of subcontracts, a written declaration of commitment within the meaning of paragraph 1 sentence 1 must be obtained in each case. The corresponding declarations of the entire subcontractor chain must be submitted to the Client upon request.
- (3) The Contractor is obliged to fulfil all legal regulations, including those of public agencies, social law and statutory accident insurance and prevention institutions.

§ 10 (Joint and several) liability

If the Contractor is a bidding consortium, the natural and legal persons involved shall be jointly and severally liable.

§ 11 Disclaimer

- (1) The Client's liability for damage incurred by the Contractor that are not based on an intentional or grossly negligent breach of duty by the Client, its legal representative or its vicarious agents is excluded. This does not apply to damage resulting from injury to life, limb or health.

- (2) The Contractor shall indemnify the Client against third-party claims arising from any breaches of duty caused by them or their vicarious agents and shall bear the costs incurred by the Client in this connection. The Contractor undertakes to make corresponding agreements in contracts that it concludes with third parties for the fulfilment of this contract.

§ 12 Liability insurance

- (1) The Contractor must maintain and provide evidence of (professional/company/other) liability insurance at their own expense for the entire term of the contract to secure any statutory or contractual claims for compensation arising from this contract. The sum insured must be at least 1.5 million euros with regard to personal injury on and at least 250,000.00 euros with regard to property damage and financial loss.
- (2) Additionally, § 20 ZVB shall apply.

§ 13 Subsidiary agreements, written form

- (1) All ancillary agreements, amendments and additions to this contract must be made in writing in accordance with Section 126 BGB, in electronic form in accordance with Section 126a BGB or in text form in accordance with Section 126b BGB in order to be valid and must be expressly designated as such. This also applies to the waiver of the written and text form requirement.
- (2) This agreement shall be executed in duplicate.

§ 14 Severability clause

Should one or more provisions of this contract be or become invalid for any reason, this shall not affect the validity of the remaining provisions.

§ 15 Place of fulfilment and jurisdiction

- (1) The place of fulfilment for all obligations arising from this contract is the Client's registered office in Berlin.
- (2) If the Contractor is a merchant, a legal entity under public law or a special fund under public law, the contracting parties agree that the Client's registered office in Berlin shall be the exclusive place of jurisdiction for all disputes arising from this contract

§ 16 Applicable law

- (1) German law shall apply to this contract to the exclusion of international private law.
- (2) The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.