

Service Agreement

between

JUGEND für Europa (hereinafter referred to as "JfE"), **the National Agency for the EU programmes Erasmus+ Youth, Erasmus+ Sport and the European Solidarity Corps**, represented by Manfred von Hebel (Managing Director)

(Legal entity: IJAB – International Youth Service of the Federal Republic of Germany, registered association)

Godesberger Allee 142–148

53175 Bonn

Germany

- hereinafter referred to as the "Contracting Authority" -

and

..... GmbH

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– hereinafter referred to as the "Contractor" –

Section 1 – Contractual Basis and Subject Matter of the Agreement

- (1) The performance of this Agreement is based on procurement procedure 2026_SALTO_016_WebsiteDevelopment dated XX.XX.XXXX, in particular on:
 - a. the Service Description of the procurement procedure;
 - b. the Contractor's tender dated XX.XX.XXXX, including all tender documents, in particular the completed catalogue of criteria and the price offer sheet;
 - c. the General Terms and Conditions for the Performance of Services (VOL/B);
 - d. the provisions of the German Civil Code (Bürgerliches Gesetzbuch – BGB), as amended from time to time.
- (2) The documents listed above, together with this Agreement, constitute the entire contractual basis. The Mandatory Work Packages described in Annex 02 Description of required services form an integral part of this Agreement. The Optional Work Packages shall become part of this Agreement only if they are commissioned by the Contracting Authority in writing.
- (3) The Contractor's general terms and conditions shall not form part of this Agreement.
- (4) The Contractor shall ensure that the Agreement is performed by personnel with appropriate professional qualifications and relevant experience. Any replacement of key personnel shall be notified to the Contracting Authority without undue delay. Replacement personnel shall possess qualifications and experience at least equivalent to those of the personnel being replaced.
- (5) The Contractor shall analyse any malfunctions and critical defects affecting the software covered by this Agreement without undue delay after becoming aware of them and shall initiate appropriate corrective measures within the agreed service and response times.

- (6) At the commencement of the Agreement, the Contractor shall take over the existing software solution from the current service provider (Work Package 0). This shall include, in particular:
- analysis of the existing software solution;
 - transfer of the Github repository;
 - transfer of the development environment;
 - knowledge transfer;
 - review of the existing documentation; and
 - preparation of a Transition Plan.

Section 2 – Term of the Agreement

- (1) This Agreement shall enter into force on 20 August 2026 and shall remain in effect until 31 December 2027, with options for extension until 31 December 2029. Any extension of the Agreement shall be effected by means of a written declaration by the Contracting Authority.
- (2) Any extension of the Agreement is subject to JUGEND für Europa continuing to act as the National Agency and to the continued availability of the funding required for this purpose.

Section 3 – Remuneration

- (1) The Contractor shall receive remuneration for the agreed services in accordance with the prices specified for the respective Work Packages in the Pricing Schedule (Annex 07 / Appendix 7).
- (2) The maximum total remuneration for the agreed services shall amount to EUR XX.XX (net of VAT).
- Of this amount, a maximum of:
- EUR XX.XX (net of VAT) shall be payable for the 2026 contract year;
 - EUR XX.XX (net of VAT) shall be payable for the 2027 contract year;
 - EUR XX.XX (net of VAT) shall be payable for the 2028 contract year; and
 - EUR XX.XX (net of VAT) shall be payable for the 2029 contract year.
- (3) Payment shall be made to the bank account specified in the Contractor's invoice. Partial performance and partial payments are not agreed.
- (4) No additional costs shall be reimbursed unless they have been approved in writing by the Contracting Authority in advance.

Section 4 – Acceptance

- (1) The Contractor shall notify the Contracting Authority upon completion of a Work Package.
- (2) The Contracting Authority shall review the completed Work Package, and the Parties shall agree on a date for the acceptance of the deliverable.
- (3) If no objections are raised during the acceptance process, the respective Work Package shall be deemed accepted. If defects or deficiencies are identified, the Parties shall agree on a reasonable period within which the Contractor shall remedy them.

Section 5 – Taxes and Social Contributions

The Contracting Authority shall not be responsible for the payment of any taxes, social security contributions, insurance premiums or similar charges. The Contractor shall be solely responsible for the timely payment of all taxes, social security contributions and any other statutory charges relating

to the remuneration of the personnel engaged by the Contractor in the performance of this Agreement.

Section 6 – Liability

The Contractor shall be liable, in accordance with the applicable statutory provisions, for all damage resulting from a culpable breach of its contractual obligations.

Section 7 – Termination

- (1) The statutory provisions governing termination shall apply to this Agreement.
- (2) In the event of termination, the Contractor shall lose any entitlement to remuneration under Section 3.
- (3) The contractual relationship shall end upon acceptance of the services.

Section 8 – Data Protection

- (1) The Contractor undertakes to prevent conflicts of interest in accordance with Chapter 4, Article 61(1) of the EU Financial Regulation and to maintain the confidentiality of all information that comes to its knowledge in connection with the performance of this Agreement (see attached "Declaration on the Absence of a Conflict of Interest and Confidentiality").
- (2) To the extent that the performance of this Agreement requires the processing of personal data within the meaning of Article 4 of the General Data Protection Regulation (GDPR), the Contractor shall process such personal data exclusively for the purpose of performing this Agreement and in compliance with the applicable data protection legislation, in particular the General Data Protection Regulation (GDPR), the German Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG) and, where applicable, Regulation (EU) 2018/1725. Where required by law, the Parties shall conclude a data processing agreement pursuant to Article 28 GDPR before any processing of personal data commences.
- (3) Where the performance of this Agreement involves the processing of personal data within the meaning of the GDPR, the German Federal Data Protection Act (BDSG) and Regulation (EU) 2018/1725, the Contractor warrants that it will comply with the requirements of the aforementioned legislation. The Contractor is expressly prohibited from processing or using personal data or confidential internal business information made available in connection with this Agreement for any purpose other than the performance of this Agreement. The Contractor shall be bound by confidentiality obligations, which shall continue to apply after the termination or expiry of this Agreement. The Contractor shall irreversibly delete all personal data without undue delay after completion of the contracted services, unless further retention is required for the performance of this Agreement or by applicable law.
- (4) The Contractor shall ensure that all persons engaged in the performance of this Agreement comply with the applicable data protection legislation. Any confidentiality undertakings required under data protection law shall be obtained before such persons commence their work and shall be demonstrated to the Contracting Authority upon request.
- (5) The Contracting Authority may terminate this Agreement for cause if the Contractor fails to comply with its obligations under paragraphs 1 and 2 within a reasonable period specified by the Contracting Authority and is responsible for such non-compliance. The same shall apply where it

would be unreasonable for the Contracting Authority to continue the contractual relationship because the Contractor has intentionally or through gross negligence infringed applicable data protection legislation.

- (6) The obligations relating to data protection and confidentiality shall survive the termination or expiry of this Agreement.

Section 9 - Confidentiality

- (1) The Contractor shall ensure that all persons engaged in the performance of this Agreement treat all confidential information, trade secrets and business secrets obtained in connection with the performance of this Agreement as confidential and, in particular, do not disclose such information to third parties or use it for any purpose other than the performance of their contractual obligations.
- (2) Confidential Information means any information that a reasonable third party would consider worthy of protection or that has been designated as confidential. This also includes information disclosed during oral presentations, meetings or discussions.
- (3) The Contractor may disclose Confidential Information to subcontractors whose engagement has been expressly approved by the Contracting Authority, provided that such disclosure is necessary for the subcontractor's performance of the relevant services. This shall apply only where the subcontractor has previously undertaken confidentiality obligations towards the Contractor that are at least equivalent to those owed by the Contractor to the Contracting Authority under this Agreement.
- (4) The confidentiality obligations shall not apply to information that was lawfully known to the Contractor prior to its disclosure under this Agreement or that subsequently becomes lawfully available to the Contractor from sources outside this Agreement without breach of any confidentiality obligation.
- (5) The Contractor shall protect all information and documents obtained or created in connection with the performance of this Agreement, including any copies, reproductions or other duplications thereof, against any unauthorised use, reproduction or disclosure.
- (6) Official documents, drawings and similar materials made available to the Contractor or its agents in the course of performing this Agreement shall not be copied, reproduced or otherwise duplicated without the prior written consent of the Contracting Authority. This prohibition expressly includes reproductions in electronic form.
- (7) Upon request by the Contracting Authority, the Contractor shall return the documents and copies referred to above and shall provide information on the exact number of such documents and copies as well as their whereabouts.
- (8) The confidentiality obligations set out in this Section shall survive the termination or expiry of this Agreement.

Section 10 – Intellectual Property Rights and Rights of Use

- (1) Upon creation of each deliverable, the Contractor grants the Contracting Authority an exclusive, transferable, irrevocable and perpetual right of use, unrestricted in time, territory and scope, in

respect of all deliverables created under this Agreement. Such right of use shall include, in particular, the right to:

- a. store, load, execute and use the deliverables, whether permanently or temporarily;
 - b. reproduce, distribute, publish, communicate to the public and otherwise make the deliverables available;
 - c. modify, further develop, translate, adapt or otherwise alter the deliverables;
 - d. use the deliverables in databases, data networks, online services and other IT systems;
 - e. permit third parties to use, operate, maintain or further develop the deliverables; and
 - f. grant sublicences for non-commercial purposes and to contracting authorities within the meaning of Sections 99 to 101 of the German Act against Restraints of Competition (GWB).
- (2) In the case of software and other digital products, the rights granted under this Section shall extend in particular to the object code, source code and the associated technical and functional documentation.
- (3) The rights of use shall cover all stages of development of the deliverables, as well as all analyses, concepts, functional and technical specifications, documentation, technical specifications and any other work products created under this Agreement.
- (4) The Contractor shall ensure that any subcontractors or other third parties engaged by it grant the Contracting Authority the rights of use required for the performance of this Agreement to the same extent as provided for herein.
- (5) Pre-existing works, software, frameworks, libraries, templates, tools or other materials owned by the Contractor ("Background IP") may only be incorporated into the deliverables with the prior consent of the Contracting Authority. The Contractor shall retain ownership of such Background IP. However, the Contractor grants the Contracting Authority a perpetual, irrevocable, non-exclusive right to use such Background IP to the extent necessary for the use, operation, maintenance and further development of the deliverables covered by this Agreement.
- (6) Open-source software and other third-party software shall remain subject to their respective licence terms. The Contractor shall ensure that the use of such software does not unduly restrict the exercise of the rights granted to the Contracting Authority under this Agreement in relation to the deliverables.
- (7) The Contractor shall ensure that the deliverables can be operated, maintained and further developed without requiring proprietary tools that are exclusively accessible to the Contractor. Where specialised tools are necessary for the use or further development of the deliverables, the Contractor shall make such tools available to the Contracting Authority or to a third party designated by it in an appropriate form, or demonstrate the availability of an equivalent commercially available alternative.
- (8) Upon request by the Contracting Authority, and in any event no later than upon termination or expiry of this Agreement, the Contractor shall provide the most recent version of the source code together with the build and deployment scripts, configuration files, relevant system parameters, technical documentation and all other materials necessary to enable the Contracting Authority or a third party appointed by it to operate, maintain and further develop the software.
- (9) Where deliverables are created in tangible form, the Contractor shall transfer ownership of such deliverables to the Contracting Authority.
- (10) To the extent permitted by applicable law, the Contractor agrees that no attribution of authorship shall be required when the deliverables are used by the Contracting Authority.

- (11) The Contractor warrants that it holds all rights necessary for the performance of this Agreement and that the use of the deliverables does not infringe any third-party intellectual property rights. The Contractor shall indemnify and hold harmless the Contracting Authority against any third-party claims arising from such infringement.
- (12) The rights of use granted to the Contracting Authority under this Agreement shall remain in full force and effect after the termination or expiry of this Agreement.

Section 11 - Miscellaneous

- (1) There are no oral agreements supplementary to this Agreement.
- (2) Any amendments to, supplements to, or termination of this Agreement shall be valid only if made in writing, unless a stricter form is required by law. This shall also apply to any waiver of this written form requirement.
- (3) Should any provision of this Agreement be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected. The Parties undertake to replace the invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the economic purpose of the original provision.
- (4) The Contractor's general terms and conditions shall not form part of this Agreement.
- (5) This Agreement shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (6) To the extent permitted by applicable law, the courts of Bonn, Germany, shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.

Bonn, xx.xx.xxxx

Manfred von Hebel
-director-

Contractor