

**This is a non-binding translation of the german contract, which was translated with the help of DeepL:**

## **Fee agreement**

between

**YOUTH for Europe** (hereinafter referred to as YfE), **National Agency for the EU programs Erasmus+ Youth, Erasmus+ Sport, and European Solidarity Corps**

(legal entity: IJAB – Fachstelle für Internationale Jugendarbeit der Bundesrepublik Deutschland e.V.)

Godesberger Allee 142-148, 53175 Bonn

-represented by Manfred von Hebel (acting director)-

- hereinafter referred to as the “Client” -

and

.....

- hereinafter referred to as the “Contractor” -

the following contract for freelance work is concluded.

### **Preamble**

The aim of the program ..... is (...)

As the National Agency for the EU programs Erasmus+ Youth, Erasmus+ Sport, and European Solidarity Corps, Youth for Europe contributes to the implementation of the EU's objectives in the areas of education, mobility, and participation in democratic life with high-quality offerings. (....)

### **§ 1 - Basis of the contract, subject matter of the contract**

(1) The implementation of this contract refers to the call for tenders ..... dated ..... in particular to:

- the call for tenders: .....
- the service description for the call for tenders
- the contractor's offer
- the General Terms and Conditions for the Performance of Services VOL/B,
- the provisions of the German Civil Code (BGB) in its currently valid version.

(2) The above-listed components describing the services and the contract shall be deemed to constitute a uniform description of services.

(3) The contractor's general terms and conditions are not part of the contract.

(4) The contractor shall work for the client on a freelance basis within the scope of the project and undertakes to perform the services in accordance with the tender.

(5) The contractor undertakes to organize a person with the same qualifications and experience to act as a substitute in cases of health-related or illness-related restrictions. The substitute is subject to the client's approval.

## **§ 2 - Freedom from instructions**

(1) The contractor shall carry out the assigned task with the necessary care and on their own entrepreneurial responsibility. In carrying out the tasks they have undertaken, they are not subject to any right of instruction or direction on the part of the client.

(2) However, regulations issued by the client that apply to every third party in its field of activity, as well as other guidelines given to the contractor in general form for the performance of the activity, shall not be considered instructions in the above sense.

## **§ 3 - Working hours/place of work**

(1) The contractor is not subject to any restrictions or requirements of the client with regard to the determination and organization of his/her working hours. However, he/she shall take into account and comply with the implementation and/or due dates agreed with the client. The contractor is obliged to notify the client immediately of any foreseeable delay or prolonged absence.

(2) The contractor is free to determine his/her place of work, unless the specific nature of the work undertaken necessitates otherwise.

(3) If the presence of the contractor at the client's business premises is temporarily necessary for the performance of the task undertaken, the parties shall inform each other of this in advance and reach an agreement.

## **§ 4 - Competition/Confidentiality**

(1) The contractor may also work for other clients.

(2) The contractor undertakes to maintain confidentiality regarding any internal information that becomes known to him/her in the course of his/her work, in particular the client's trade and business secrets. This obligation shall also extend to any substitute personnel employed by him/her.

## **§ 5 – Fee**

(1) The contractor shall receive a fee for the agreed services, which is specified in the service description and the offer.

(2) The total remuneration for the agreed service may not exceed the amount of [insert maximum amount] euros (including/excluding sales tax).

(3) If it becomes apparent during the execution of the order that the maximum amount will be exceeded, the contractor is obliged to inform the client immediately in writing. Exceeding this amount is only possible with written justification and the express consent of the client, whereby the excess may not exceed 20% of the originally agreed fee.

(4) The fee is payable to the account specified in the invoice.

(5) Travel expenses shall only be reimbursed against corresponding receipts if they were necessary in terms of type and amount and have been approved in advance by the client in writing. Separate regulations based on European standards shall then apply to the settlement of travel expenses, with the restriction that only 2nd class/economy class fares can be accepted for flight and train tickets. Travel by car will be reimbursed at a flat rate of 0.28 euros per kilometer up to a maximum of 130 euros. The costs incurred shall be invoiced to the client by the contractor, if necessary with supporting

documents. Travel expenses must be settled no later than six months after the end of the period of activity, otherwise they can no longer be claimed.

(6) Further costs shall not be reimbursed unless they have also been agreed in advance with the client in writing.

(7) The contractor is obliged to invoice the client for the fee on a monthly basis, showing the sales tax separately. Each invoice must contain a comprehensible tabular list of the activities performed in the respective billing period, including dates and times.

(8) The client shall settle the invoice by transfer to a bank account of a commercial bank based in the European Union within 30 days of receipt of the invoice.

(9) The contracting parties agree that the remuneration specified in paragraph 1 takes into account that the contractor must provide insurance cover against the financial risk of illness and long-term care, as well as for unemployment and old-age provision, entirely from their own resources. The remuneration therefore applies only to self-employed work and not to employment subject to social security contributions, which is not intended by the contracting parties. If, contrary to the mutual intention of the contracting parties, this agreement results in an employment relationship subject to social security contributions, the agreements on remuneration shall be retroactively void and the contractor shall only be entitled to remuneration reduced by 20%. Any overpaid amounts must be refunded.

#### **§ 6 - Taxes and duties; status determination**

(1) For activities in Germany: Tax liability and social security contributions are subject to the statutory provisions. The contractor is aware that the client must make the necessary determinations before paying the fee. He/she undertakes, if not already done, to provide his/her details online at [https://www.deutsche-rentenversicherung.de/SharedDocs/Formulare/DE/Formularpakete/01\\_versicherte/01\\_vor\\_der\\_rentenversicherung.de/DRV\\_Paket\\_Versicherung\\_Statusfeststellung.html](https://www.deutsche-rentenversicherung.de/SharedDocs/Formulare/DE/Formularpakete/01_versicherte/01_vor_der_rentenversicherung.de/DRV_Paket_Versicherung_Statusfeststellung.html).

The link can also be provided digitally.

(2) The client shall not pay any taxes, social security contributions, or other insurance premiums. The contractor is responsible for the timely payment of taxes on the fee. This does not affect the payment of any contributions to the client's artists' social security insurance.

(3) The contractor hereby irrevocably agrees that, in the event that the German Federal Pension Insurance Fund determines that the employment relationship is subject to insurance, the insurance obligation shall only take effect upon notification of the decision.

(4) The contractor is obliged to take out insurance against the financial risk of illness and for retirement provision for the period between the start of work and the decision, which corresponds in nature to the benefits provided by statutory health insurance and statutory pension insurance.

(5) The contractor is obliged to provide the client with proof of this insurance coverage prior to the conclusion of the agreement and to maintain the insurance coverage until a decision by the German Federal Pension Insurance Fund has been announced, and to provide proof of this as a requirement.

#### **§ 7 - Liability**

The contractor shall be liable for all damages resulting from a culpable breach of the contractual obligations within the scope of the statutory provisions.

#### **§ 8 - Rights of use/results**

(1) Manuscripts, print templates, and/or other working documents created for the execution of the order, including any software developed, shall become the property of the client and shall be handed over upon completion of the order. The contractor shall transfer to the client the exclusive right to reproduce, distribute, and market the results of this fee contract for all print, online, and/or physical

media without any restrictions in terms of location, time, or content, and without any limitations on the number of copies, across all distribution channels. The client reserves the right to make the use available to third parties under Creative Commons (CC BY). The contractor also transfers this right to the Federal Ministry for Family Affairs, Senior Citizens, Women and Youth (BMFSFJ), which is indirectly involved as the client's funding body.

(2) All copyrights and/or other industrial property rights are covered by the contractually agreed remuneration.

### **§ 9 - Cancellation**

If the contractor is unexpectedly unable to perform, the time worked up to that point may be invoiced with appropriate justification for the cancellation and proof of the work performed up to that point. If the contractor is unable to carry out the event for other reasons for which he/she is responsible, he/she is obliged to provide an equivalent replacement on the same terms in consultation with the client. In this case, the handover shall be guaranteed by the contractor without incurring additional costs for the client.

### **§ 10 - Termination**

- (1) The statutory termination provisions shall apply to the contractual relationship.
- (2) Both contracting parties define the following circumstances as essential contractual obligations:
  - delayed, incomplete, or otherwise faulty handover of representation,
  - repeated failures to communicate (lack of feedback) or attend (non-attendance at meetings), reprimanded at least 3 times with a warning.
- (3) A breach of these essential contractual obligations constitutes good cause in accordance with § 626 BGB (German Civil Code).
- (4) Both parties may terminate the contractual relationship without notice for good cause in accordance with § 626 BGB.
- (5) In the event of termination, the contractor loses the right to remuneration under § 5.
- (6) The contractual relationship ends after the service has been rendered, without the need for termination.
- (7) Each contracting party may terminate the contractual relationship in accordance with the notice periods specified in Section 621 of the German Civil Code (BGB). The right to further extraordinary termination under statutory provisions remains unaffected.

### **§ 11 Data protection**

- (1) The contractor undertakes to avoid conflicts of interest in accordance with Chapter 4 Art. 61 (1) of the EU Financial Regulation and to maintain confidentiality regarding the information that comes to his/her knowledge ("Declaration of absence of conflict of interest and confidentiality" attached).
- (2) The contractor confirms that the contractually agreed services do not involve the processing of personal data in accordance with Art. 4 GDPR.
- (3) In the event that personal data is processed within the meaning of the General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG-neu) and the European Data Protection Regulation for Institutions (EU-DPR 2018/1725), the contractor undertakes to observe and comply with the aforementioned data processing regulations. The client expressly prohibits the processing and use of personal data and internal company information provided in connection with this order. The contractor is subject to data secrecy, which continues even after the end of the activity. In accordance with the aforementioned regulations, the contractor is obliged to irretrievably delete the personal data immediately after completion of the contract, insofar as it is no longer required for the performance of the contract.

(4) The contractor shall ensure that all persons entrusted by him/her with the processing or fulfillment of the contract comply with the statutory provisions on data protection. The obligation to maintain data secrecy required under data protection law must be undertaken at the latest before the initial commencement of work and proven to the client upon request.

(5) The client may terminate the contract extraordinarily if the contractor fails to fulfill its obligations under paragraphs 1 and 2 within a reasonable period of time and is responsible for the breach of duty. The same shall apply if the client cannot reasonably be expected to continue to be bound by the contract because the contractor has intentionally or grossly negligently violated data protection regulations.

(6) The data protection obligations shall continue to apply beyond the end of this contract.

### **§ 12 Confidentiality**

(1) The contractor shall ensure that the persons entrusted with the fulfillment of their obligations under this contract treat all confidential information, business and trade secrets obtained in this context as confidential, in particular that they do not pass them on to third parties or use them in any other way than for the fulfillment of the contractual obligations.

(2) Confidential information is information that a reasonable third party would consider worthy of protection or that is marked as confidential. This may also include information that becomes known during an oral presentation or discussion.

(3) The contractor is entitled to disclose confidential information to subcontractors whose engagement has been expressly approved by the client if and to the extent that this confidential information is necessary for the subcontractor to perform the respective services. This shall only apply if the subcontractor has previously undertaken to the contractor to maintain confidentiality to at least the same extent as the contractor has undertaken to the client.

(4) The obligation of confidentiality shall not apply to information that is already lawfully known to the contractor or becomes known outside the framework agreement without breach of a confidentiality obligation.

(5) The contractor shall protect all information and documents that come to its knowledge or are produced in connection with the contract, as well as any copies, photocopies, or other reproductions made thereof, against any use, reproduction, or disclosure that is not in accordance with the contract.

(6) No copies, photocopies, or other reproductions of official documents, drawings, etc., which are made available to the contractor or its vicarious agents within the scope of the performance of the contract, may be made without the prior consent of the client. This also applies expressly to reproductions in electronically readable form only.

(7) At the request of the client, the contractor is obliged to surrender the aforementioned documents and copies and to provide information about their exact number and whereabouts.

(8) The confidentiality obligations shall remain in force beyond the end of this framework agreement.

### **§ 13 Rights to the provision of services**

(1) At the time of provision of the service, the contractor grants the client

- the exclusive,
- geographically unrestricted,
- exercisable in any environment (including system environments),
- transferable,
- permanent, irrevocable, and non-terminable,
- sublicensable for non-commercial purposes,
- sublicensable for commercial purposes to clients as defined in §§ 99 to 101 GWB

to use the service results in their original or modified, translated, edited, or redesigned form

- use them, i.e. in particular to store and load them permanently or temporarily, to display them and run them, even if this requires reproduction,
- store them on any medium or in any other way, reproduce them, exhibit them, in particular reproduce them privately or publicly, including by transmission, image, sound, and other information carriers and radio broadcasts, as well as make them publicly accessible,
- to use them in databases, data networks, and online services, including the right to make the results of the services available to users of the aforementioned databases, networks, and online services for research and retrieval using tools selected by the client or for downloading,
- to use and process by third parties or have them operated for the client, not only for its own purposes, but also to use them to provide services to third parties,
- to distribute in physical or non-physical form, but commercially only to clients as defined in Sections 99 to 101 of the German Act Against Restraints of Competition (GWB).

With regard to software or any digital products such as websites, the right of use also extends to their object and source code and the associated documentation.

(2) In the case of software and digital products, the right of use also includes the source code and associated documentation.

(3) The right of use applies to all stages of development of the service results as well as to relevant materials such as analyses, specifications, requirements specifications, concepts, and descriptions.

(4) For services not related to IT, the contractor shall obtain a corresponding exclusive right of use from third parties. They shall inform the client immediately if a required right of use cannot be acquired and shall provide evidence of the rights acquired at the latest upon acceptance.

(5) Pre-existing works (e.g., software, templates) shall only be integrated into the service with the client's consent. Remuneration shall only be paid if this has been agreed in advance.

(6) Third-party materials or software developed by the contractor itself are excluded from the above provisions, provided that their development was not commissioned and remunerated by the client. The respective license terms apply to copyleft open source software.

(7) In the event that the contractor has used or developed tools that are not available on the market, i.e. aids for the development and processing of the services, for the creation of the service results, and without these tools the processing and redesign of the service results is not possible or only possible with unreasonable effort, they shall hand over a copy of this tool to the client at the latest by the end of the provision of the corresponding service and grant them

- the non-exclusive,
- geographically unrestricted,
- performable in any environment (including system environments),
- transferable only together with the service results for the processing or redesign of which it is used,
- permanent, irrevocable, and non-terminable

to use the tool in its original form exclusively for the purpose of troubleshooting and further development for processing and redesigning the service results and, for this purpose, to

- use the tool, i.e., in particular, to store and load it permanently or temporarily, to display it and run it, even if this requires reproduction,
- have it used by third parties or operated for the client,
- not only for its own purposes, but also to provide services to third parties.

The client is also entitled to produce one further copy and to distribute this together with the respective service results and to grant the third party the rights under this clause with the exception of the sublicensing, distribution, and reproduction rights.

Instead of the tool used by the contractor, the contractor may provide the client with a reduced version of this tool and grant the client the rights listed in this clause if the service results can be processed and redesigned just as well with this tool.

The contractor is not obliged to transfer the tool if they can prove that the performance results can be edited and redesigned just as well with another tool available on the market as with the tool they use and they provide the client with the source of supply.

(8) At the request of the client, the contractor shall hand over the source code and relevant system parameters to enable the client to further develop the software independently.

(9) If the performance results are embodied in physical form, the contractor shall transfer ownership thereof to the client.

(10) The contractor agrees that no copyright notice shall be included in the context of the exploitation of the rights.

(11) If third parties are involved, the contractor shall ensure that the rights arising from their cooperation are transferred to the client.

(12) The contractor warrants that it has unrestricted rights of use and has not assigned any rights to third parties.

(13) The contractor assures that this contract does not violate any obligations to third parties. The contractor shall indemnify the client against any claims by third parties that contradict this assurance.

(14) Upon termination of the contract, all rights transferred to the contractor shall revert to the client.

#### **§ 14 - Miscellaneous**

In accordance with the principle of freedom of contract, the option of concluding an employment contract has been deliberately not exercised. There is no intention to circumvent labor law or labor protection regulations. Rather, the contractor shall be given full freedom of choice in the use of his/her labor. No personal, economic, or social dependency beyond the scope of this agreement shall be established.

#### **§ 15 - Ancillary agreements**

(1) There are no verbal ancillary agreements to this contract.

(2) Amendments, additions, and the termination of the contract must be made in writing to be effective, unless they are made by individual agreement; this also applies to the termination of this paragraph.

(3) The possible invalidity of individual provisions of this contract shall not affect the validity of the remaining provisions.

(4) The contractor's general terms and conditions (GTC) are excluded.

(5) The exclusive place of jurisdiction is Bonn.

(6) The contractual relationship between the parties shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods.

**Bonn, xx.xx.xxxx**

**This translated version is not to be signed.**



Manfred von Hebel

