Draft contract for services

The German Red Cross, Carstennstraße 58, 12205 Berlin

represented by Christian Reuter, Secretary General

-hereinafter referred to as the Client-

concludes the following contract with

Consultant name, address, country of residence

-hereinafter referred to as the Consultant-

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Art. 1 Object of contract

(1) The Consultant will be responsible for the preparation and organization of one Team Retreat in 2024 and 2025, two Heads of Unit Retreats in 2024 and 2025, three Workshops in 2024 as well as Leadership Coaching in 2024 and 2025 as set out in the Terms of Reference (Annex 1).

(2) The expected outputs are the following:

Heads of Unit Retreats

Overall questions for the Heads of Unit Retreat addressed (to be adapted after interviews with team members):

1. Everybody on board?
2. How is the atmosphere in the team?
3. Are we working together? Where can we still improve collaboration?
4. Where do we need to change? How do we want to change?
5. How can cooperation and communication within the department and with other departments be improved?
6. What are our strategic priorities and where is room for synergies?

Objective:

Provide a moment for reflection for the Heads of Unit where strengths and weaknesses can be openly discussed, and joint learning is facilitated. The aim is to lay the foundation for the next year(s) ensuring that priorities are clear to all team members and the instruments for fostered collaboration have been discussed and adapted.

Annual Team Retreats (Innovation and Knowledge Department)

Overall questions for the Team Retreats addressed (to be adapted after interviews with team members):

7. Everybody on board?
8. How is the atmosphere in the team?
9. Are we working together? Where can we still improve collaboration?
10. Where are we as the Knowledge and Innovation Department successful? Where are our gaps?
11. Developing the knowledge and innovation motto and vision
12. Where do we need to change? How do we want to change?
13. GRC International Cooperation strategy process: our role in the future as a Knowledge and Innovation Department?
14. Are we all conceptually on-board (do we understand the focus of the other thematic areas)? Did we increase synergies in working together? Where is the unused potential?
15. Are our meetings formats/knowledge sharing platforms etc. fit for purpose?

Objective:

Provide a moment for reflection for the whole team where strengths and weaknesses can be openly discussed, and joint learning is facilitated. The aim is to lay the foundation for the next year ensuring that priorities are clear to all team members and the instruments for fostered collaboration have been discussed and adapted.

Workshops

Overall questions for the Workshops will be specified in the course of 2024.

Objective:

Objectives will be specified in the course of 2024.

Leadership Coaching

16. Specific questions will be defined based on individual requests from the leadership/Heads of Unit.

Objective:

Provide a room for reflection, advise and exchange with Heads of Unit as per request including topics such as change processes, leadership, conflict management and unit development.

(3) The specific tasks to achieve the expected outputs are in particular:

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Heads of Unit Retreats

1. Preparation of four Heads of Unit Retreats. Two in 2024 and two in 2025 (à 1 day[1] per Retreat).
2. Facilitation of four Retreats with the Heads of Unit. Two in 2024 (preferably in May and September) and two in 2025 (preferably in May and September) in presence (location in Berlin or surrounding area (à 1 day per Retreat).
3. Photo documentation and main outcome reporting of each of the Heads of Unit Retreats (à 0,5 day per Retreat).

Annual Team Retreats

4. Preparation of the annual Team Retreats in 2024 and 2025 with the Head of Department and Heads of Unit. Analysis of the outputs reached since the last retreats, identification of needs for improvement and concrete solutions (2 working days per Team Retreat).
5. Facilitation of the Team Retreats taking place in November 2024 and September 2025 in presence (location in Berlin or surrounding area (2 working days per Team Retreat)).
6. Photo documentation and main outcome reporting of each Team Retreat (0,5 day per Retreat).
7. Strategic meetings in the preliminary phase of the Team Retreats and in the follow-up for the post-processing of developed results. Meetings will be virtual if required by the client (2 working days per Team Retreat).

Workshops on specific topics

8. Preparation of three Workshops in 2024 (overall 4 days).
9. Facilitation of the Workshops in presence (location in Berlin or surrounding area (one Workshop á 1 day, two Workshops á 4 days).
10. Photo documentation and main outcome reporting of each Workshop (à 0,5 day per Workshop).

Leadership Coaching

11. Leadership coaching to support Heads of Unit and their unit members in their role in strategic development and thematic collaboration to achieve aligned objectives. Support in change and transformation processes (up to 16 sessions per year. One session is calculated with 2 hours (including preparation and follow-up)).

[1] One working day is calculated with 8 working hours.

Overview: Number of assumed Working Days (up to) for requested Tasks*			
		2024	**2025**
2 Heads of Unit Retreats per year	Preparation	2	2
	Faciliation Retreat	2	2
	Reporting & Documentation	1	1
1 Team Retreat per year	Preparation	2	2
	Faciliation Retreat	2	2
	Reporting & Documentation	0,5	0,5
	Strategic Preparation and Follow-up Meetings	2	2
3 Workshops	Preparation	4	n/a
	Faciliation Workshop	9	n/a
	Reporting & Documentation	1,5	n/a
Number of Days Overall		**26,0**	**11,5**
Leadership Coaching in hrs (up to)		16 sessions* x 2hrs	16 sessions* x 2hrs
Number of Hours Overall (up to)		**32hrs**	**32hrs**
*One session including preparation and follow-up is calculated with 2hrs			

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(4) The Consultant shall bear the burden of proof to demonstrate that the contractual service has been provided to the required standard.

(5) The Consultant undertakes to perform the services to be rendered under this contract in a professional manner and to the best of its knowledge and belief. If additional services are necessary, the Contractor undertakes to inform the Client thereof. Additional remuneration shall only be due upon separate agreement.

(6) The following apply as integral parts of the contract:

- The tender document with specification of services (ToR)

- The financial offer of the Consultant dated XX.XX.XXXX
- Signed Declaration of conformity and
- Otherwise, the statutory provisions

(7) The Consultant shall not be subject to any right of instruction or direction on the part of the Client about the scheduling and organization of the course of activities.

(8) Any general terms and conditions of the Contractor shall expressly not become part of the contract.

Art. 2 Remuneration

(1) The Consultant shall receive a daily rate of XXX in addition to the applicable statutory VAT for the services to be provided by the Client under this contract. The days to be billed are 26 working days in 2024 and 11,5 working days in 2025. For Leadership Coaching sessions the consultant shall receive an hourly rate of XXX. The hours to be billed are max. 32hrs in 2024 and 32hrs in 2025.

(2) The total costs of the assignment amount up to XXX in addition to the legally applicable VAT rate. No additional remuneration shall be paid.

(3) Remuneration shall be payable three weeks after the services specified in Art. 1 (3) (Heads of Unit Retreats, Teams Retreats, Workshops) have been provided and were accepted in accordance with the contract and an auditable invoice has been submitted. Leadership Coaching sessions shall be payable on a quarterly basis after the service has been provided and was accepted in accordance with the contract and an auditable invoice has been submitted.

(4) The Consultant is independently responsible for the taxation of his fee. The tax liability shall be borne by the Consultant.

(5) In addition, costs incurred for a necessary overnight stay can be reimbursed up to an amount of EUR 100.00 per night upon presentation of the original receipts**.** Travel costs shall be reimbursed to the Contractor upon presentation of the original invoice and original receipts in the amount of the costs for travel in the 2nd class of Deutsche Bahn AG. The costs for the use of an aeroplane shall only be reimbursed if the price is cheaper than the travel costs by rail, 2nd class. If a motor vehicle is used, a flat rate of EUR 0.30 per kilometer travelled, but not more than EUR 130.00, shall be reimbursed. The Contractor may not demand further payments.

Art. 3 Validity, right of termination

(1) The validity of this contract ends automatically with fulfilment of the respective performance obligations by both parties, on 31st of December 2025 at the latest.

(2) This contract may be terminated extraordinarily and without notice for good cause, in particular in the event of gross breach of duty, application for or initiation of insolvency proceedings, substantial disagreement about the design and execution of the order, which leads to unreasonableness of further cooperation, default in performance or inability to perform properly.

(3) In the event of termination pursuant to Section 2, the Consultant shall not be entitled to the remuneration agreed in Art. 2. Remuneration already received shall be repaid by the

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Consultant to the Client. The reimbursement amount in favour of the Client shall bear interest at a rate of 5 percentage points above the base rate per annum from the date of payment by the Client.

(4) Notice of termination must be given in writing. The contracting parties understand written form to mean a document with a handwritten signature of the respective authorised representative, the original of which must be delivered to the other contracting party.

(5) Upon termination of this contract, the Contractor shall be obliged to return to the Client all objects, documents and data made available to him for the performance of this contract, including any copies made thereof.

Art. 4 Extraordinary reporting obligations

(1) If the Consultant realized that she/he will be unable to provide a service at all, in the required manner, to the required standard or by the required deadline, or if she/he becomes aware that this is a distinct possibility, she/he must undertake to inform the Client accordingly without delay. The information must be put in writing together with a detailed description of the situation. If the Consultant is going to be unable to meet the agreed deadline for service, she/he must state the date by which it will be possible to provide the service.

(2) The Consultant must disclose immediately if a petition for initiation of insolvency proceedings has been filed against her/him or if such proceedings have been instituted.

Art. 5 Rights of use/Intellectual property

(1) The Consultant must grant the Client transferable, exclusive rights of use to the services/results of services described in more detail in Art. 1, without restriction as to territory, time, or subject matter. This includes the right to replicate the results, process them in any way, develop them further, modify them or reorganize them in any way whatsoever, and to make similar use of the results created in this way.

(2) The Client is entitled to grant the rights of use described in Para. 1 to all member associations, in particular all regional associations and the nursing staff association of the Client, as well as to local sections, local branches, associations, enterprises, and other institutions which they incorporate. This also includes all affiliated enterprises or institutions of the associations, branches and institutions named in Sent. 1 as well as all associations, branches, enterprises, and institutions which also include at least the name of the German Red Cross in their title.

Art. 6 Third-party rights

(1) The Consultant gives her/his assurance that the contractual service is free of third-party rights which might exclude or restrict the Client's use of the service pursuant to the contract.

(2) If, following the conclusion of the contract, claims are made which arise from an infringement of property rights, as a result of which contractual use of the contractual service is impaired or prohibited, the Consultant must undertake – at the Client's discretion – either to modify or replace the contractual service in such a way as to ensure that it is no longer affected by the

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property rights whilst still complying with the terms of the contract, or acquire rights which entitle the Client to use the contractual service without restriction or additional cost to himself pursuant to the provisions of the contract. If the Consultant is unable to do so within a period of 20 calendar days from assertion of the infringement of property rights, the Client must grant the Consultant a reasonable extension of at least 14 calendar days in which to rectify the situation. If the Consultant fails to meet this extended deadline, the Client shall be entitled to withdraw from this contract in whole or in part, or to demand a reduction on the Consultant' remuneration and compensation or indemnification for fruitless expenditure. No extension need be granted if it is apparent that the Consultant is unable to rectify the situation or refuses to do so.

(3) The Consultant assumes sole liability as well as responsibility for any legal defense vis-à-vis the party asserting an infringement of property rights. The Consultant is, in particular, entitled and obliged to conduct all legal disputes arising from these claims at her/his own expense, and to indemnify the Client comprehensively against any third-party claims at the latter's initial request.

(4) The Client must inform the Consultant immediately in writing if claims are asserted against him for an infringement of property rights.

Art. 7 Data protection and confidentiality

The Consultant undertakes to observe confidentiality with respect to all matters of the Client to which she/he has or will become privy in the course of fulfilling this contract; this undertaking shall survive the termination of this contract. The Consultant will also ensure that all relevant regulations regarding the protection of personal data will be respected.

Art. 8 Obligation to surrender possession

When the contract ends, the Consultant shall be obliged to surrender to the Client all documents and data supplied to her/him, including any copies which have been made. These remain the property of the Client. Copies of any documents prepared by the Consultant in connection with this commission must be given to the Client if and to the extent to which the latter requires them for the purpose of documenting or advancing the project.

Art. 9 Set-off / Right of retention

The Consultant may only offset claims if her/his counterclaims are undisputed or have been legally established. The Consultant shall only be entitled to claim rights of retention on the basis of counterclaims arising from the same contractual relationship.

Art. 10 Qualified clause requiring written form

Any addendum or amendment to the contract or to an agreement to annul the same shall only be effective or confirmed in writing. This requirement may only be waived in a written declaration.

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Art. 11 Jurisdiction agreement

This contract is governed by German law. Jurisdiction is Berlin, Germany.

Art. 12 Severability clause

(1) The contracting parties agree that this contract does not establish an employment relationship within the meaning of labour, insurance and tax law. Therefore, no social benefits shall be granted. The Contractor is obliged to fulfil his tax obligations independently. This is taken into account in the calculation of the fee. The Contractor is not integrated into the Client's business organisation. He is also entitled to work for other Clients. The Contractor is free to act on the market to acquire other Clients without restrictions.

(2) If individual provisions of this contract are ineffective or impracticable or become ineffective or impracticable after the conclusion of the contract, this shall not affect the validity of the contract and its annexes as a whole. Ineffective or impracticable provisions are to be substituted by provisions whose economic effect as closely as possible approximates that which the parties to the contract intended with the ineffective or impracticable provision. The above provisions shall apply *mutatis mutandis* to cases where there is an omission in the contract or its annexes. Sec. 139 of the German Civil Code shall not be applicable.

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German Red Cross	xxx
	Consultant