Contract for Services

Between

**German Red Cross e.V.**

represented by the Secretary General

Christian Reuter

Carstennstraße 58

12205 Berlin

(hereinafter referred to as **"Client"**)

and

**XXXX**

(hereinafter "**Contractor**)

the following FRAMEWORK **AGREEMENT** is concluded:

**Preamble:**

The German Red Cross Surge and Readiness Unit frequently deploys delegates in response to crises and disasters. For this reason, the Unit maintains specialized and available personnel who can quickly deploy. Since there are only 48-72 hours between notification and deployment in the best-case scenario, the Surge delegates must be extensively trained before. To also enable deployments to crisis and conflict areas and for GRC to meet its duty of care requirements, Surge Delegates who are willing and experienced to also work in such areas should complete a HEAT (*Hostile Environment Awareness)* training.

1. **Subject of the contract**
2. The subject matter of the contract is the provision of up to 40 participant seats and the implementation of extended safety courses (*Hostile Environment Awareness Training | HEAT).*
3. The Contractor undertakes to perform the services to be rendered under this contract professionally 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.
4. The Contractor shall not be subject to any right of instruction or direction on the part of the Client in the fulfilment of the contract or in the performance of the activity assumed by them with regard to the allocation of time and the structuring of the course of activities, unless this is stipulated by the nature of the contract.
5. The Contractor's point of contact at the Client organisation is Clara Göttsche | Global Surge Team Manager | Division 61 | Department 6 | [c.goettsche@drk.de](mailto:c.goettsche@drk.de) | +49 30 85 404 105 or her representative.
6. **Contractual components**
7. In addition to this contract document, the following documents shall apply as integral parts of the contract:

* The invitation to submit the tender
* The performance specification
* The bidder declarations
* The framework contract
* The Contractor's quotation dated XX.YY.ZZZZ together with attachments
* Any responses to bidder’s questions
* Corrections and/or additions to the tender documents in the ongoing award procedure
* The General Conditions of Contract for the Execution of Services (Verdingungsordnung für Leistungen, Teil B - VOL/B) as amended from time to time.

1. Any general terms and conditions of the Contractor shall not become part of the contract. The components of the contract shall be interpreted as a "meaningful whole". Contradictions between individual parts and components of the contract shall be resolved according to general principles of contract interpretation. Only if nonetheless unresolvable contradictions remain, the order of precedence shall be determined according to the order of listing in § 2 Par. 2. A contradiction in this sense exists if requirements and/or services are defined differently in the contract elements, but not if a subordinate contractual basis merely supplements or concretises a previous one.
2. **Services of the Contractor**
3. The Contractor shall in particular provide services in the following areas for the client:
   1. Provision of places for participation in enhanced safety training *(Hostile Environment Awareness Training | HEAT).* The overall aim of HEAT is to improve participants' understanding of the key safety aspects of working in high-risk areas and to provide them with the basic tools and techniques needed to avoid and mitigate potentially dangerous situations.
   2. The contents of the training are described in detail in the announcement and include, among others:
      1. Better understanding of one's own instinctive reactions to critical incidents and presentation of explanatory approaches on how participants should react in order to reduce negative impacts.
      2. Theoretical and practical exercises in field security, e.g. checkpoints and roadblocks, active shootings, ambushes, carjackings, kidnappings and hostage-taking.
      3. Learning behaviours and awareness that promote personal safety in action.
      4. Assessment of general security risks abroad
      5. Creation of a personal risk profile, taking into account gender, age and other factors.
      6. Discuss appropriate risk mitigation measures to prevent critical incidents.
      7. Dealing with own and others' aggression including de-escalating communication.
4. The course consists of both face-to-face teaching and group assignments and simulations. The Contractor undertakes to offer at least four HEAT trainings per year to which the client can send participants. The course duration shall be three consecutive days. In addition to the training material and teaching content, the Contractor shall provide accommodation and meals during the training. The training language (teaching and material) is English. After successful participation, the participants will receive a certificate, which will also be shared with the client. The Contractor undertakes to provide the service by qualified personnel in a professional manner and to the best of his knowledge and belief.
5. The Contractor shall not be subject to any right of instruction or direction on the part of the Client in the fulfilment of the contract or in the performance of the activity assumed by them with regard to the allocation of time and the structuring of the course of activities, unless this is stipulated by the nature of the contract.
6. **Entry into force, duration and termination of the contract**
7. This framework agreement shall remain in effect until 31.12.2025 and shall enter into force as of the signing of the agreement. However, the contract ends automatically when the budgetary limit according to § 9 para. 1 is reached.
8. Otherwise, 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 contract, which leads to unreasonableness of further cooperation, default in performance or inability to perform properly.
9. In the event of termination in accordance with paragraph 1, the Contractor shall only have a pro rata claim to the remuneration regulated in § 9 paragraph 1 insofar as services have already been rendered. These can be invoiced up to the time of receipt of the notice of termination. The Contractor shall repay any remuneration already invoiced in excess.
10. In the event of termination pursuant to paragraph 2, the Contractor shall not be entitled to the remuneration agreed in § 9 paragraph 1. Remuneration already received shall be repaid by the Contractor 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.
11. If an individual agreement concluded on the basis of this contract within the meaning of § 6 is terminated by rescission, termination or agreement, the existence of this framework contract shall not be affected thereby.
12. 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.
13. 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.
14. **Cooperation obligations of the Client**
15. The Client shall support the Contractor's services by appropriate acts of cooperation within the meaning of the following paragraphs.
16. The Client undertakes to provide the Contractor with all information required for the performance of this Framework Agreement and the individual orders, insofar as the procurement of this information does not lie within the Contractor's area of responsibility and this is compatible with data protection provisions and other legal provisions.
17. If the Client does not carry out actions incumbent upon them in due time, promised deadlines shall be postponed by a reasonable period of time. The same shall apply if the Client subsequently changes or supplements the individual order. Any waiting periods that may occur shall be reasonably filled by the Contractor with the completion of other contractually agreed parts of the task within the scope of what is reasonable.
18. **Call-off of services, acceptance**
19. The performance of the specific services shall take place on the basis of written individual orders made by the parties in accordance with this framework agreement. At the request of the Client, the Contractor shall prepare offers for the requested individual services in which the subject matter and type of service, the scope and (if briefed by the Client) the time schedule are determined.
20. The Client shall not be obliged to accept a certain minimum quota of services. An order shall only be concluded by the Client's approval of an offer in writing or by e-mail.
21. If necessary, the Client shall be notified by letter, e-mail and/or fax of the services performed in accordance with the contract and requested to accept them. Acceptance of the services performed in accordance with the contract shall also take place in each case by letter, e-mail and/or fax (§ 126 b BGB) no later than 7 working days after receipt of the request for acceptance. If the result proves to be unacceptable, the Contractor shall be obliged to immediately remedy the defects to be specifically named by the Client.
22. **Copyright**

Insofar as the work and outcomes generated by this contract enjoy copyright protection, the Contractor irrevocably grants the Client the exclusive, transferable right of use, unlimited in terms of time, content and location, for all types of use specified in §§ 15 to 24 UrhG (German Copyright Act), insofar as this is legally permissible. There shall be no claim to separate remuneration for the granting of this possible right of use. The granting of this possible right of use is compensated by the fee.

1. **Third party property rights**
2. The Contractor 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.
3. 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 Contractor 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 property rights whilst still complying with the terms of the contract, or to 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 Contractor 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 Contractor a reasonable extension of at least 14 calendar days in which to rectify the situation. If the Contractor 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 in the Contractor’s remuneration and compensation or indemnification for fruitless expenditure. No extension need be granted if it is apparent that the Contractor is unable to rectify the situation or refuses to do so.
4. The Contractor assumes sole liability as well as responsibility for any legal defense vis-a-vis the party asserting an infringement of property rights. The Contractor is, in particular, entitled and obliged to conduct all legal disputes arising from these claims at her own expense, and to indemnify the Client comprehensively against any third-party claims at the latter's initial request.
5. The Client shall inform the Contractor immediately in writing if claims are asserted against his/her for an infringement of property rights.
6. **Remuneration**
7. The services according to § 2, which are commissioned within the scope of an individual order according to § 6, shall be remunerated according to the estimated prices (offer of XX.YY.ZZZZ). The framework contract volume is estimated at a total of EUR 120,000.00 (net) for the entire term of the contract (estimated value) and finally set at a maximum of EUR 130,000.00 (net) (upper limit).
8. The amount is due in each case within 14 days after written and verifiable invoicing by the Contractor. The remunerations shall be net plus value added tax at the statutory rate applicable at the time. The invoices must contain the following information:

* Description of the billed services including the names of the persons trained during the training,
* Net payment amount per billed service,
* Net and gross total invoice amount,
* and, if provided by the client, the order number.

Payment shall be made in each case by bank transfer to the account of the Contractor.

1. Adjustments to the prices in the current contractual relationship are not permitted. Changes must be requested from the Client and require written consent.
2. **Service Charges**

The fee shall cover all expenses incurred by the Contractor, in particular participation fees and board and lodging costs. The Client is only responsible for the insurance and travel costs of the participants. Neither travel nor accommodation costs are covered for the Contractor.

1. **Liability**
2. The Contractor shall be liable without limitation

* in the event of intent or gross negligence,
* for injury to life, limb or health,
* in accordance with the provisions of the Product Liability Act and
* to the extent of any warranty assumed by the Contractor.

1. In the event of a minor negligence in breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), the Contractor's liability shall be limited in amount to the damage that is foreseeable and typical according to the nature of the transaction in question.
2. There shall be no further liability on the part of the Contractor.
3. The above limitation of liability shall also apply to the personal liability of the Contractor's employees, representatives and bodies.
4. **Subsidiary agreements**

Subsidiary agreements or supplements and amendments to this contract must be in writing. Oral agreements must be put in writing to be effective. This also applies to the waiver of the written form.

1. **Confidentiality and data protection**
2. The Contracting Parties shall treat all confidential information received by one contracting party from the other contracting party as confidential and use it exclusively for the purpose of providing the service. The Contracting Parties shall protect confidential information from unauthorised access and shall treat it with the same care as they apply to their own equally confidential information, but at least with the care of a prudent business person. A disclosure of confidential information by a contracting party to other third parties, in particular affiliated companies or licensees, is only permitted with the prior, written express consent of the other contracting party.
3. The Contractor shall ensure that all data protection regulations are observed.
4. **Offset, right of retention**

The Contractor may only offset claims of the Client against an undisputed or legally established counterclaim. The Contractor is only entitled to assert rights of retention on the basis of counterclaims from the same contractual relationship.

1. **Final provisions**
2. 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. They are also entitled to work for other clients. The Contractor is free to acquire other clients without restrictions.
3. Should individual provisions of this contract be or become invalid, void or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The parties undertake to replace invalid or void provisions by new provisions which do justice to the economic regulatory content contained in the invalid or void provisions in a legally permissible manner. The same shall apply if a loophole should become apparent in the contract.
4. In the event of contradictions between the German and the English version of this contract, the German version shall apply exclusively.
5. The law of the Federal Republic of Germany shall apply without exception to the performance of this contract.
6. Berlin is agreed as the exclusive place of jurisdiction for disputes arising from and in connection with this contract.

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Christian Reuter XXX

Secretary General XXX

German Red Cross XXX