

TERMS OF REFERENCE

Process Evaluation of Medium-Term Emergency Assistance in Global Project I

1. Background

The German Red Cross (GRC) and the German Federal Foreign Office (FFO) have developed a new form of cooperation to meet priority humanitarian needs more flexibly by strengthening the capacity of sister National Societies (NS) and providing more effective, efficient and timely aid to those affected by crises and disasters.

This new form of cooperation, also known as ‘global projects’, started in July 2019 with a duration of three and a half years. While Global Project II (GPII) aims at strengthening the wider humanitarian system by developing new innovative approaches to respond to humanitarian needs more effectively, Global Project I (GPI) focuses on humanitarian operations in humanitarian contexts. GPI therefore seeks to ensure that the *“GRC and its sister National Societies provide high quality and context specific humanitarian assistance to people particularly affected by disasters and crises”*. To achieve this, three different types of responses are envisaged under the umbrella of GPI: (i) immediate emergency aid (*Soforthilfe*), (ii) medium-term emergency assistance (*Nothilfe*), and (iii) humanitarian disaster preparedness.

Project planning and implementation in line with specific quality criteria is regularly monitored and steered via a comprehensive multi-layered Monitoring & Evaluation (M&E) system. Qualitative aspects, following the OECD-DAC evaluation criteria, are at focus throughout all steps of the project cycle. These aspects are monitored centrally based on an overarching logframe (so-called overall logframe). Amongst others coordination with other actor is one criterion regularly monitored, looking at how projects are planned reviewed and adjusted in accordance with other actors activities.

As one out of four planned overarching evaluations of the GPI, this evaluation will focus on the coordination and complementarity of GRC’s medium-term emergency assistance within the Red Cross and Red Crescent Movement as a tool to respond to protracted and forgotten humanitarian needs. Such projects are mostly characterised by a duration of between one and three years.

2. Evaluation purpose and users

2.1. Evaluation purpose

With this overarching evaluation, GRC aims at assessing how the GRC humanitarian response under the medium-term emergency assistance pillar of GPI is coordinated within the RCRC Movement and complementary to the efforts of other RCRC partners. The focus lies on the

coordination processes in the field during the planning and implementation phase of projects. There is a strong linkage to one of the intended outputs under the overall logic of intervention of GPI, namely: “The GRC and its sister NS coordinate their project planning and implementation in the best possible way with other actors”.

The main purpose of this evaluation is on the one hand to determine how coordination processes at field level enable a complementary response to protracted and forgotten humanitarian needs within the RCRC Movement. This is to be analysed considering the assumptions related to this new funding model, namely (1) predictability, (2) responsiveness, incl. speed and flexibility, and (3) administrative simplification, and how these are impacting on GRC’s and its partners ability to respond to humanitarian needs in a complementary manner. On the other hand, the evaluation should generate clear and practical recommendations to enable GRC and its sister NS, but also other RCRC Movement partners to improve coordination processes and the complementarity of medium-term emergency assistance based on the evaluation criteria below (section 3).

The evaluation timeframe will comprise the duration of GPI so far, between July 2019 and April 2021. Between July 2019 and February 2021, 17 medium-term emergency assistance projects started. Geographically, they cover five continents and respond to a wide range of diverse humanitarian needs. For the purposes of this evaluation, a number of projects will be selected (purposeful sampling) for detailed analysis by the consultant(s) in consultation with GRC Headquarters (HQ) during the inception phase. The selection will cover a range of experiences in terms of project scale, areas of response, number and capacities of RCRC Movement partners responding as well as different partnership models, considering previous evaluations to avoid data collection fatigue

2.2 Evaluation users

The key users of this evaluation will mainly be GRC as well as all relevant RCRC Movement partners working together to plan and implement medium-term emergency assistance projects. The results will also be shared with the donor (FFO).

3. Evaluation scope

This evaluation will collate and consolidate knowledge and experience gained during the implementation of medium-term emergency assistance projects under the umbrella of GPI since its start in July 2019.

Based on the key questions mentioned below, the consultant(s) will submit a list of questions in the inception report covering general evaluation criteria with a focus on relevance/appropriateness, coherence, effectiveness, and efficiency.

a) Relevance and Appropriateness

- To what extent have (established) coordination processes contributed to ensuring that GRC's medium term emergency assistance **meets the needs of the affected communities and the host NS** in the specific context?
- How have (established) coordination processes been used to either **strengthen the host NS's response or to align the GRC response with it** during, both planning and implementation?
- To what extent have coordination processes contributed to the **validity of the intervention logic** planned to achieve the set project objectives?

b) Coherence

- To what extent are GPI medium-term emergency assistance projects adding value in the specific context, addressing synergies and interlinkages between interventions and **avoiding duplication of effort** within the RCRC Movement?
- How is coordination followed up during implementation?
- What are the **major factors influencing GRC's ability** to ensure complementarity of response within the RCRC Movement?

c) Effectiveness

- To what extent have (established) **coordination processes contributed** to ensuring an **effective response** in terms of achievement of objectives and results?
- What **advantages/disadvantages** bring the established coordination processes for the envisaged response?
- How could GRC further increase the **overall effectiveness of coordination processes** for medium term emergency assistance projects and thus complementarity of the response within the RCRC Movement? How can GRC further use of the advantages of GPI to increase effectiveness through complementarity of response?
- To what extent has the GPI funding model led to an **increase in GRC's flexibility** to react to protracted or forgotten needs in a coordinated and complementary manner?
- To what extent was GRC able to decide more flexible upon the areas of intervention in accordance with gaps identified through coordination processes?

d) Efficiency

- To what extent do coordination processes affect **the efficiency of the response**, incl. esp. its cost-effectiveness and timeliness? What are the main factors for that?
- What are **key efficiency constraints in the coordination of medium-term emergency assistance** projects under GPI? How could these be addressed by the different RCRC Movement partners involved?
- To what extent are the **capacities in place to ensure coordination and complementarity** of response? How does GRC contribute to ensuring such capacities and what can we do to further strengthen these?

4. Evaluation design and methodology

This process evaluation will be undertaken by an independent and external consultant and/or a team of consultants. The consultant(s) will be supported by relevant colleagues at GRC HQ and field as well as relevant staff of RCRC Movement partners as required. The evaluation is commissioned by the grant manager. The consultant(s) will report to the M&E Manager for GPI, who will act as evaluation manager.

The consultant(s) will propose a comprehensive evaluation methodology in the inception report. They are encouraged to consider several approaches that enable deep understanding of the effects of coordination processes within GRC's medium-term emergency assistance projects under the umbrella of GPI. The methodology must include:

- Desk review of relevant RCRC Movement and GRC documents, incl. guidelines and processes
- Desk review of key project documents (including concepts, proposals, reports, performance monitoring data etc.)
- Key informant interviews and focus group discussions with relevant staff of the GRC and RCRC Movement partners, including colleagues of the respective host NS involved in planning and implementation of GRC medium-term emergency assistance projects
- Data analysis and synthesis of findings

The consultant(s) will have access to relevant documents, including RCRC Movement and GPI concepts and procedures as well as documentation of individual projects, including proposals and reports. These documents are confidential but can be cited and used in the evaluation process. Information which could do harm to any stakeholder if published should be treated in a confidential way. The decision about the publication is the right of GRC.

It is assumed that at least some interviews will be conducted remotely. Travels to the countries of operation might be required and are to be agreed upon between the consultant(s) and GRC HQ during the inception phase.

The IFRC standards for evaluation¹ should be respected and are the framework and basis for any evaluation activity executed by a consultant under GRC contract.

¹ *The IFRC Evaluation Standards are:*

1. Utility: Evaluations must be useful and used.
2. Feasibility: Evaluations must be realistic, diplomatic, and managed in a sensible, cost effective manner.
3. Ethics & Legality: Evaluations must be conducted in an ethical and legal manner, with particular regard for the welfare of those involved in and affected by the evaluation.
4. Impartiality & Independence; Evaluations should be impartial, providing a comprehensive and unbiased assessment that takes into account the views of all stakeholders.
5. Transparency: Evaluation activities should reflect an attitude of openness and transparency.

5. Deliverables and Timeline

5.1. Timeline

Date	Task	Responsible person	Days/person
Beginning of May	Introductory meeting	GRC and consultant(s)	1
Beginning of May	Analysis of relevant documents (GRC HQ): guidelines, proposals, logframes, reports etc.	Consultant(s)	4
Beginning of May	Development of inception report and submission to GRC	Consultant(s)	3
Mid-May	Presentation and discussion of inception report and agreement on approach proposed	GRC and consultant(s)	2
Mid-May	Evaluation preparation and kick-off meeting	GRC and consultant(s)	1
Mid-May to Mid-June	Implementation of evaluation: desk review, consultation and interviews	Consultant(s)	15-20
Mid-June	Data analysis and synthesis of findings	Consultant(s)	5
End of June	Preparation of preliminary report and submission to GRC	Consultant(s)	3
End of June	Validation workshop: presentation of preliminary findings and recommendations, discussion and validation with GRC	Consultant(s)	1
Beginning of July	Preparation of final report and submission to GRC	Consultant(s)	3

6. Accuracy: Evaluations should be technical accurate, providing sufficient information about the data collection, analysis, and interpretation methods so that its worth or merit can be determined.

7. Participation: Stakeholders should be consulted and meaningfully involved in the evaluation process when feasible and appropriate.

8. Collaboration: Collaboration between key operating partners in the evaluation process improves the legitimacy and utility of the evaluation.

Beginning of July	Presentation of findings and recommendations	Consultant(s)	1
Beginning of July	Final discussion (incl. acceptance of report and appraisal)	Consultant(s) and GRC	1
Total			40-45

The evaluation will take place between May and July 2021. The tenderer shall define specific deadlines in the offer. The end of contract will be 15. July 2021. In case of unforeseen circumstances, GRC can extend the contract for up to three months.

5.2. Reporting

5.2.1. Inception report

The consultant (s) are expected to submit an inception report within the first ten days of the contract. The inception report offers the opportunity for the consultant(s) and GRC to clarify the contract and the ToR. The inception report should not be longer than 5 pages and should clearly articulate the approach, methodology and tools to be used for the evaluation. Any adjustments and clarification of the ToR upon request of the GRC are to be highlighted in the inception report.

The inception report should be delivered before the evaluation starts and it should contain:

- The key data of the evaluation (project title, project data, commissioner of the evaluation, contractors etc.)
- Understanding of the ToR and feedback/amendments (if any)
- Status of the evaluation preparation (team, timetable, distribution of tasks, reporting)
- Evaluation design: Chosen methods, approach, incl. project selection, and steps for their implementation
- Tools for their implementation (questionnaires, data processing and analysis etc.)
- A draft implementation plan for the evaluation

The inception report will be discussed with GRC and the consultant(s). Any changes of the ToR need an agreement of both parties as they might change the conditions and thereby the contract between GRC and the consultant(s).

5.2.2. Preliminary report

The preliminary report is based on the review of secondary information and analysis of the primary information collected through consultations and individual and group interviews. All findings, conclusions and recommendations as well as the evaluation methodology should be described and presented by the consultant(s) in a short preliminary evaluation report. The results of the preliminary report will first be discussed with GRC and the partner/s and will

serve as basis for the preparation of the evaluation workshop. The consultant(s) will present the preliminary report in the validation workshop.

5.2.3. Evaluation and Validation Workshop

An evaluation and validation workshop will be organized at GRC HQ in order to discuss and validate the preliminary findings, lessons and recommendations proposed by the consultant(s). GRC, and possibly relevant RCRC Movement partners will come together (remotely) in the validation workshop and might suggest additional recommendations if necessary.

Possible content of the workshop:

- Presentation and discussion of the preliminary evaluation report
- Validation of findings, lessons and recommendations by stakeholders
- Collection of additional observations or recommendations

The consultant(s) will present a structure for the workshop as part of the preliminary report.

5.2.4. Final report

The final evaluation report should be delivered within one week of the validation workshop. All evaluation works, inception report, preliminary report, and final report should be delivered in English language.

The consultant(s) will formulate recommendations and incorporate the inputs obtained from the validation process in the final report, including additional recommendations from the workshop participants. The report will have to be approved by German Red Cross (M&E Manager at GRC HQ Berlin).

The final report should, as a minimum, include the following elements and should not exceed 25 pages (excluding annexes):

- Fact sheet – main findings, recommendations and lessons learnt (1 page)
- Executive summary – a tightly drafted, to-the-point, free standing document (5-10 pages max.) with an overview of the methodology, key questions, and key findings, conclusions, lessons learnt and recommendations.
- Introduction – with purpose of the evaluation, scope, key questions, short description of the project to be evaluated and relevant framework conditions.
- Evaluation design and methodology
- Key findings with regards to the questions specified in the ToR
- Conclusions based on evidence and analysis
- Recommendations as expected in the ToR, which are relevant and feasible and targeted to the respective audience (to differentiate by target audience for project team, partner organisations, GRC management, GRC evaluation unit)
- Lessons learnt, as generalizations of conclusions for a wider use

- Annexes (ToR, list of consulted persons/organisations, consultees documentation, literature, etc.)

Key findings, conclusions and recommendations should be presented in a clear and transparent way, possibly put next to each other in a table to demonstrate the logic. In general, the use of visuals is highly recommended (infographics, maps, etc).

Contract administration and overall coordination at GRC HQ in Berlin

Contact: Raluca Rimaru (Manager M&E, GRC HQ)

Email: r.rimaru@drk.de

6. Evaluation quality and ethical standards

The consultant(s) should take all reasonable steps to ensure that the evaluation is designed and conducted to respect and protect the rights and welfare of people and the communities of which they are members, and to ensure that the evaluation is technically accurate and legitimate, conducted in a transparent and impartial manner, presenting reliable and representative findings and contributes to organisational learning and accountability. Therefore, the consultant(s) should adhere to the evaluation standards of the IFRC as mentioned above (in footnote).

The final report will be evaluated by GRC based on a checklist of criteria (see annex). The consultant(s) will receive feedback from GRC before the final payment of the contract is approved.

7. Dissemination of evaluation results and their application

The following organisations will receive the final report: GRC, relevant RCRC Movement partners, the donor and other interested stakeholders.

GRC can publish and make this report available through online and/or offline means as and when deemed necessary.

The accepted recommendations will be used by GRC as well as RCRC Movement partners for the further planning and implementation of medium-term emergency assistance projects under the umbrella of GPI as well as for their overall organizational learning.

8. Application and selection details

8.1 Qualifications

- Demonstrated experience in quantitative and qualitative data collection and analysis required

- Demonstrated experience evaluating humanitarian assistance required; experience in evaluating medium-term emergency assistance (*Nothilfe*) strongly preferred
- Demonstrated experience in process analysis and/or organisational development for private/public/non-profit clients preferred
- Experience of evaluating Red Cross/Red Crescent Movement programs or projects required
- Working experience within the RCRC Movement preferred
- Fluency in written and spoken English required

8.2 Application material

- **Technical offer:** Proposed methods and plan for the evaluation with approximate number of days for each deliverable. Variants (alternatives to the model solution described in the tender specifications) are allowed.
- **Financial offer:** Proposed costs with breakdown by deliverables, including consultant rates and estimated person days, expressed in euros. Tenderers from countries outside the euro zone have to quote their prices in euros. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation. The financial offer shall be quoted free of all duties, taxes and other charges, i.e. also free of VAT.
- **CVs of the proposed consultant(s):** If there is more than one consultant on the proposed evaluation team, please submit the CVs for all of the team members.
- **Copies or links to relevant evaluations** undertaken in the last 5 years (if any)
- **Professional references:** Names, addresses, telephone numbers of three representatives of organizations that will act as professional referees.
- **Contact person for evaluation:** Full name, telephone number, e-mail address, physical address.
- **Statement of availability:** The tenderer must be available during the contract time (May-July 2021).
- Signed **declaration of conformity.**

8.3 Selection criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract. The selection criteria for this call for tenders, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections. Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

8.3.1 Eligibility criteria

- tenderer must have a proven record of
 - performing quantitative and qualitative data collection and analysis

- performing evaluations of humanitarian assistance projects and/or programmes
- performing evaluation of Red Cross/Red Crescent Movement programs and/or projects
- fluency in written and spoken English
- tenderer must submit all required documents (application material)

8.3.2 Award criteria

- price in relation to the anticipated budget (30%)
- quality of technical offer (70%)
 - proven understanding of overall task at hand (20%)
 - pertinent and credible methodology proposed to cover the scope of the task at hand with a sufficient level of sophistication and detail to generate reliable results (30%)
 - relevant experience of consultant(s) (30%)
 - feasibility of workplan given the envisaged timeframe (20%)

The contract shall be awarded to the offer with the highest key figure “Z”.

$$Z = \omega_L L + \omega_P \frac{P_{\min}}{P} L_{\max}$$

Z: total score

L: quality score

L(max): Maximum possible quality score

P: price of offer of all eligible offers

P(min): lowest price among all eligible offers

W(L): Weighting factor for the quality score

W(P): Weighting factor for the price score

For each of the four quality criteria, the offer with the best evaluation receives a maximum of 50 points. The evaluation is explained verbally.

Procedure type: public tender

Please submit your application in English with Raluca Rimaru (M&E Manager) at r.rimaru@drk.de by **Wednesday, 14. April 2021, 6 p.m. CET**.

The candidate shall remain bound to the offer until Friday, 7. Mai 2021. The outcome of the selection process will be communicated before that.

Declaration of conformity

- according to procurement procedures for humanitarian actions -

The candidate

name/company

address

represented by

representative's name

address

assures that **none** of the following points apply:

- a) The candidate or company are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- b) The candidate has been convicted of an offence related to his professional conduct by a judgement which has the force of *res judicata*.
- c) The candidate has been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
- d) The candidate has failed to fulfil obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established, with those of the country of the contracting organisation or those of the country where the contract is to be carried out.
- e) The candidate has been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the German Red Cross or European Union's financial interests.
- f) The candidate has been declared to be in serious breach of contract for failure to comply with his contractual obligations pursuant to another procurement procedure or grant award procedure financed by the German Red Cross or European Union's budget.

The Contractor shall respect environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.

The candidate also guarantees access to the relevant financial and accounting files and documents as well as other project related information and company registration data for the purpose of financial checks and audits or due diligence testing conducted by

- the European Commission,
- the European Anti-Fraud Office (OLAF),
- the European Court of Auditors and
- by chartered accountants / consultants / auditors commissioned by the German Red Cross or the relevant donor.

Furthermore he confirms to work together with above mentioned parties when contacted directly. The refusal to share requested data and documents may lead to disqualification from tender processes and cancellation of closed contracts.

place, date

signature

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

xxx

- hereinafter referred to as the Consultant

Art. 1 Description of services

(1) The Consultant is responsible for conducting a process evaluation on GRC's medium-term emergency assistance projects within a new form of cooperation between GRC and the German Federal Foreign Office, as laid down in the Terms of References which are Annex to this contract. The Consultant is responsible for assessing how the GRC humanitarian response under the medium-term emergency assistance pillar is coordinated within the Red Cross and Red Crescent (RCRC) Movement and complementary to the efforts of other RCRC partners.

For detailed Information on Responsibilities and Tasks of the consultant and of the client refer to the Terms of Reference Annex 1 to this contract.

(2) The service shall be offered within the following period of time: XX.XX.20XX – XX.XX.20XX.

Art. 2 Duties of the Client

(1) The Client shall pay total of XX.XXX,XX € to the Consultant (plus the respective statutory value added tax valid at the time of invoicing to be paid by the Client in Germany) for the services listed in Art. 1. according to the offer of the consultant as of XX.XX.20XX, Annex 2 to this contract. No additional remuneration shall be paid, unless additional services are mutually agreed upon between the Client and the Consultant.

(2) Travels are not foreseen for the moment, mainly due to the Covid-19 pandemic. Should circumstances change, travels could take place if necessary upon explicit agreement between Client and Consultant. In such cases, travel costs will be paid by the Client upon reception of original invoices and relevant supporting documents in accordance with the Bundesreisekostengesetz. The Consultant will organize all travel arrangements, including booking of hotels and flight, after consultation and agreement with the Client.

(3) Remuneration shall be payable in three instalments as follows:

- 30% upon submission of the final inception report,
- 30% upon completion of data collection and submission of the draft evaluation report,
- 40% upon finalisation of the assignment.

They shall be payable 15 days after acceptance of the service and the submission of a written auditable invoice by the Consultant to the Client.

(4) The Consultant shall bear the burden of proof to demonstrate that the contractual service has been provided to the required standard until such time as it is accepted.

(5) The Client appoints Raluca Rimaru, Manager Monitoring & Evaluation, as main contact person from the International Cooperation Division to ensure that there is an adequate flow of communication.

Art. 3 Right of termination

(1) Either the Client or the Consultant may effect standard termination of this contract at any time by giving the other party two weeks' notice; no grounds for termination need exist.

(2) Otherwise, the extraordinary termination of this contract for cause may be declared without notice, especially in the case of a gross violation of duty or inability to render a service to the required standard.

(3) In the case of termination pursuant to Para. 1, the Consultant shall only be entitled to a proportion of the remuneration agreed in Art. 2 Para. 1 if and to the extent to which the Client believes he has an interest in it and wishes to retain or take receipt of it. The level of the partial entitlement shall depend on what proportion of the project has been implemented at the time notice of termination is received. If the Consultant has received more remuneration than that to which he is entitled, it must be repaid.

(4) Notice of termination must be given in writing.

Art. 4 Extraordinary reporting obligations

(1) If the Consultant realizes that 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 he becomes aware that this is a distinct possibility, 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 services, 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 the initiation of insolvency proceedings has been filed against her or if such proceedings have been instituted.

Art. 5 Rights of use | Intellectual property

(1) The Consultant shall 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 also 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 GRC, 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 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 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 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 in the Consultant's 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-a-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 own expense, and to indemnify the Client comprehensively against any third-party claims at the latter's initial request.

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

Art. 7 Data protection & Confidentiality

The Consultant shall comply with all applicable data protection rules and undertakes to observe confidentiality with respect to all GRC matters to which he has or will become privy in the course of fulfilling this contract; this undertaking shall survive the termination of this contract.

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, 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 I Right of retention

The Consultant may only offset claims if his/her 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 if confirmed in writing. This requirement may only be waived in a written declaration.

Art. 11 Jurisdiction Agreement

This agreement is governed by German law. Jurisdiction is Berlin.

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Christian Reuter

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Secretary General GRC

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Annex

1. Terms of Reference
2. Offer dated XX.XX.20XX