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

XXXXX

- hereinafter referred to as the Consultant

Art. 1 Description of services and duties of the Consultant

(1) The Consultant is responsible to support the continued design and organization of the Global Dialogue Platform on Anticipatory Humanitarian Action, in collaboration with the Anticipation Hub and the organizing team. The consultant will lead the overall organization of the hybrid event, as per the services defined in this contract and the binding **Terms of Reference** (Annex 1)

In coordination with the organizing committee, the consultant will:

- Coordinate the development of the three-days agenda that supports the GDP strategic outcomes and provides a refreshing and stimulating environment for attendees to engage;
- Develop a broad call to all relevant organizations to submit session proposals in support of the GDP agenda;
- Develop a consolidated information package generic for all partners (speakers and facilitators), describing roles, step-by-step guidance to develop and run a session, and details about the event platform;
- In coordination with the Anticipation Hub, provide support to German Red Cross anticipation projects to develop and deliver appropriate GDP interventions, including government and partner representatives;
- Run preparation sessions with session leads and GDP collaborators;

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- Provide social media and outreach support to attract new partners, technical, financial, etc. to attend the GDP and support with attendees management;
- Support the GDP website updates, speaker profiles, session descriptions, support to live studio locations, and management of the daily blog communicating key statements;
- Develop an outcome report reflecting key achievements and recommendations from the event.

(2) The support in key processes and draft products should be provided starting on 1 September 2022 and be finished by 23 December 2022 and thus the assignment will last 4 months. GRC estimates that a total of 50 workdays (or on average 12.5 days per month) will be necessary.

(3) As a Consultant, when carrying out activities on behalf of the Client, especially when travelling to project countries of the Client, the Consultant complies with German Red Cross "Rules of Conduct for staff and volunteers of the GRC on mission", which becomes part of the contract as Annex 2.

(4) At the end of each calendar month the Consultant shall submit a brief report (max. 1 page) on progress of the different outputs, challenges encountered, and inputs/assistance required. The report shall be accompanied by a list of days worked (á eight hours; detailing the content of the work for each day in a bullet point) and a corresponding invoice stating the total sum as well.

The final deliverables will be approved by the Head of the Anticipation Hub, Kara Siahaan.

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

(6) The Consultant undertakes to perform the services to be rendered under this contract in a professional manner and to the best of his/her knowledge and belief.

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

- Annex 1: Terms of Reference "Event Coordinator – Global Dialogue Platform (GDP) on Anticipatory Humanitarian Action

- Annex 2: Rules of Conduct for staff and volunteers of GRC on mission

- Annex 3: The offer of the Consultant as of XXXXX

- Annex 4: Signed Declaration of conformity

Art. 2 Duties of the Client

(1) The Client shall pay a daily remuneration rate of **XXX Euro** amounting to a total of maximum XXX **Euro** for the services listed in Art. 1. according to the offer of the Consultant as of XXX. No additional remuneration shall be paid, unless additional services are mutually agreed upon between the Client and the Consultant.

(2) Remuneration shall be payable three weeks after acceptance of the monthly report and invoice by the Consultant to the Client based on the brief progress report and the invoice prepared by the Consultant for the Client stating the total days worked in that past month, in line with the requirements in Article 1 (5) of this contract. The final payment shall be at the end of the fourth and final assignment month after the deliverables were approved by Kara Siahaan (Head Anticipation Hub).

(3) The Consultant will organize all travel arrangements, including booking of hotels and flights, prior consultation, and agreement with the Client. In such cases, travel costs will be paid by the Client upon reception of original invoices and relevant supporting documents in accordance with the Federal Travel Expenses Act (Bundesreisekostengesetz).

(4) The Consultant must submit corresponding invoices for services listed in the offer.

(5) The Client appoints Kara Siahaan, Head Anticipation Hub, as main contact person from the International Cooperation Division to ensure that there is an adequate flow of communication.

Art. 3 Validity, Right of termination

(1) The validity of this contract ends automatically on 23.12.2022 if no extension has been granted.

(2) Ordinary termination is excluded.

(3) 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.

(4) In the event of termination according to paragraph 3, the contractor shall only have a pro rata claim to the remuneration regulated in Art. 2 (1) if and insofar as the principal has an interest in this from his point of view and wishes to retain or receive it. The amount of the pro rata claim shall be determined according to the status of the project

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implementation at the time of receipt of the notice of termination. Already overcharged remuneration services shall be repaid by the contractor.

(5) Notice of termination shall be in writing form.

Art. 4 Extraordinary reporting obligations

(1) If the Consultant realizes that he/she 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/she becomes aware that this is a distinct possibility, he/she 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/she 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 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.

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(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 him/her for an infringement of property rights.

Art. 7 Data protection & Confidentiality

(1) The Consultant undertakes to observe confidentiality with respect to all matters of the Client to which she/he has or will become privy while fulfilling this contract; this undertaking shall survive the termination of this contract.

(2) 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, 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.

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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.

Art. 12 Severability clause

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. 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 Consultant