

**-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

XXX name, address

- hereinafter referred to as the Consultant

Art. 1 Description of services and duties of the consultant

- (1) The Consultant will be responsible for the co-design, development and hosting of an interactive tool that supports game-enabled virtual engagements convened by the Anticipation Hub and partners, as per the offer of the Consultant and the binding Terms of Reference (ToR), which are Annex to this contract.
- (2) The objective of this consultancy is to design, develop and host a digital platform facilitating digital gameplay as an interactive tool to support future virtual workshops, trainings, and advocacy pitches of the Anticipation Hub.
- (3) The Consultant shall provide services in the following areas:
 - Digital platform offering common framework for a range of gameplay experiences
 - Digital version of existing games
 - Digital mechanism allowing the creation of tailor-made games (with similar mechanics)
- (4) The Consultant shall provide services for the duration of three months between December 2020 and February 2021.
- (5) As a Consultant, when carrying out activities on behalf of GRC, especially when travelling to GRC project countries, the Contractor 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.
- (6) The Consultant undertakes to directly observe the instructions of the Client in connection with the execution of the contract. This applies to safety and security instructions. The Consultant shall immediately obey the instructions of the Client to carry out an immediate

departure from a project country, if it requires the security situation after its evaluation, or if damage from the Red Cross and Red Crescent Movement can be averted.

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

Art. 2 Duties of the Client

- (1) The Client must pay a set fee for the services delivered under this contract and according to the offer of the Consultant as of XX-XX-XXXX as follows:

XXXX EUR netto

No additional remuneration shall be paid. According to the Consultant no VAT will be claimed.

- (2) The first payment shall cover 40% of the total amount agreed on after satisfactory submission of deliverables and invoice following Phase 1 on XX-XX-XXXX. The remaining 60% shall be paid upon receipt of invoice and satisfactory submission of deliverables following Phase 3 on XX-XX-XXXX in line with the requirements of Art. 1 (3).
- (3) The Client must review and discuss the services provided and draft products with the Consultant before the final payment of the Consultant contract is approved. The final deliverables will be approved by the Lead Anticipation Unit (Team 21).
- (4) Travel costs will be paid by the Client upon reception of original invoices and relevant supporting documents. The Consultant will organize all travel arrangements, including booking of hotels and flights, prior consultation, and agreement with the Client.
- (5) The Client shall appoint a main contact person from the International Cooperation team to ensure that there is an adequate flow of communication, which is the Lead of the Anticipation team.

Art. 3 Validity, Right of termination

- (1) The validity of this framework agreement for services shall be from December 2020 until February 2012, thus lasting three months.
- (2) Either the Client or the Consultant may affect standard termination of this contract at any time, by giving the other party two weeks` notice, no grounds for termination need exist.
- (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 case of termination pursuant to Para. 2, the Consultant must 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/she 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/she is entitled, it must be repaid.

- (5) Notice of termination must be given in writing.

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 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 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/her 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 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 & Confidentiality

The Consultant undertakes to observe confidentiality with respect to all GRC matters to which she 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, 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 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.

Place, Date

Place, Date

GRC
Name
Position

Consultant/company name
Name
Consultant