



German Red Cross – General Secretariat
Division 6 – International Cooperation
Carstennstr. 58
12205 Berlin
Germany

Berlin, the 30th of June 2021

Expert on Feasibility Studies and Methodology Development in Anticipatory Action

The German Red Cross (GRC) is inviting quotations for the provision of expert advisory services on Forecast-based Financing (FbF) Feasibility Studies and Development of a Methodology for Anticipation of Non-Hydrometeorological Hazards. The tenderers are requested to read this document carefully and ensure compliance with all instructions herein. Non-compliance with instructions in this document may disqualify the bidders from the tender exercise.

Procurement procedure

The procurement is handled via a public tender.

Context

The assignment is part of the Global Project II (GP II: Thematic funding of the GFFO to GRC – subcomponent Anticipation in the humanitarian system) funded by the German Federal Foreign Office (GFFO).

Since 2015, with substantial support of the German Government, under the umbrella of the GFFO Action Plan on Humanitarian Adaptation to Climate Change, the German Red Cross (GRC), IFRC and other Red Cross Red Crescent National Societies have introduced Forecast-based Financing (FbF) to tackle weather-related hazards in over 31 countries to date. The anticipatory approach combines forecasts with other risk data to predict the impact of extreme weather events to trigger early actions. Thus far, FbF has elicited promising pilot results in countries including Ecuador, Peru, Mozambique, Togo, the Philippines, Vietnam, Bangladesh and Mongolia.

After 6 years of successful development and implementation of **Forecast-based Financing** (FbF) and the anchoring of the idea towards more anticipation in the international humanitarian system, GRC together with IFRC and RCCC set up an **Anticipation Hub as a network of experts and online exchange and learning platform** for policy makers, scientists and FbF/Anticipation practitioners worldwide. The main priority of the Anticipation Hub in this regard, is the systematization and documentation of learnings and good practices across all FbF initiatives.

In line with the work of the Anticipation Hub and thanks to additional funding by the German Federal Foreign Office, GRC is now planning to expand its engagement on FbF and anticipation to 5 new project countries. It is also planned to start exploring the possible first steps towards an anticipation methodology for non-hydrometeorological hazards.

The purpose of this consultancy is to support the Anticipation Team in the mentioned areas as part of the GP II funding and the Anticipation Unit (Team Knowledge and Innovation), notably by providing support, coordinating and advising feasibility studies for 5 new FbF countries and coordinating and leading the work towards a methodology for non-hydrometeorological hazards is required. GRC estimates a duration for the advisory services to be provided for approximately 10 months for on average about 16 days per month depending on the capacity, or a total of roughly 160 days. GRC plans on working closely and communicating flexibly with the consultant via online communication channels and will discuss and agree on concrete tasks and products and milestones in short briefings when needed but at least once a month.

Expected outputs

The objective of the assignment is to guide, accompany and advise the local consultants carrying out feasibility studies on FbF in 5 new project countries and to coordinate the work towards a methodology for non-hydro meteorological hazards. Depending on time available the consultant will be asked to contribute different knowledge products related to non-weather hydrometeorological hazards and related areas to the Anticipation Hub.

The consultant is expected to conduct the following tasks:

1. Lead the process of developing a methodology for taking early action on non-hydrometeorological hazards in cooperation with the Anticipation Unit and the network of FbF stakeholders within the Red Cross Red Crescent movement that serves as advisory group working towards a guidance document for National Societies on Non-Hydrometeorological hazards. This process includes: Coordination of calls and follow up on discussion with the advisory group supporting the process, conducting research and systematizing of what already exists and of how other organizations are doing anticipatory action for 3 non-hydrometeorological hazards, including experiences in practice within the IFRC and the Red Cross Red Crescent Network, development of a workplan.
2. Support local consultants in carrying out feasibility studies for 5 new FbF projects, including the coordination, giving advice and help in the finalization of reports to ensure quality or, if applicable, directly carry out feasibility studies in certain countries.
3. Conduct research and develop knowledge products (case studies, checklists, research papers, web content etc.) pertaining to Anticipation and Non-Hydrometeorological Hazards, including but not limited to lessons learned, and experiences from anticipation stakeholders in this area.

The concrete tasks and products and working days allotted will be agreed between GRC and the consultant in short briefings when needed according to capacity but at least once a month.

NOTE: This consultancy does not include work on Forecast-based Financing in the areas of Early Action, Monitoring and Evaluation and Research, as these are covered by another service provider, who is also under a framework contract with GRC for work (including the development of knowledge products) on these topics. However, as the two areas are closely linked both consultants will be required from time to time to work together.

Consultant profile

The consultant must meet the following criteria:

Obligatory

- In-depth knowledge of Anticipatory Action
- Previous experience in Early Warning Early Action or climate services
- High analytical and concise writing skills (in English)

Preferable

- Knowledge/experience of the Red Cross and Red Crescent Movement highly desirable
- Previous experience with FbF feasibility studies is of strong advantage
- Language skills in French, Spanish, Portuguese of advantage

Content of tenders and alternative offers

All tenders submitted must comply with the requirements in the tender dossier and comprise of:

- A Curriculum Vitae
- Brief letter of motivation summarising relevant experiences and qualifications, especially those connected to the topic of this consultancy and Anticipatory Action
- Statement of availability for continuous work from the beginning of the consultancy until end of April 2022
- A signed declaration of conformity (in Annex)
- Financial offer indicating the **net daily rate in Euro (8 hours equals one working day) and total sum** for 10 months with 16 days per month on average
- Sample of previous work (ideally this should include research work and practical guidance)

Alternative offers are permitted and must be marked as such.

Submission of quote and further communication

Due to the ongoing global pandemic of COVID-19, the following forms of submission of tender proposals are permitted:

1. Submission of quotes, including annexes and supporting documents, in a sealed envelope. Please state on the envelope:

Tender Documents – Please do not open! Ref. 2021-06-003-Feasibility- and send it to the following address:

Deutsches Rotes Kreuz e.V.

Generalsekretariat
Bereich 6 - Internationale Zusammenarbeit
Carstennstr. 58
12205 Berlin
Deutschland

2. Submission of proposal in E-Mail protected with a password as attachment to s.wessels@drk.de and h.wessel@drk.de stating “Tender documents” and the reference number “2021-06-003-Feasibility”.

Tenderers must raise questions online to this e-mail address s.wessels@drk.de and h.wessel@drk.de 4 days prior to the deadline for submission of quote latest, otherwise the extension of the deadline is not feasible anymore.

GRC reserves the right to continue further communication after submission of quotes via a combination of media (e.g. post, e-mail, phone).

Deadline of submission and period of validity

The submission deadline for the complete tender documents is on the **14.07.2021** at 12:00h midday (Europe/Berlin time zone). It must state the period of validity until **31.08.2021**.

Evaluation & award of contract

The decision for the award of contract will be based on the following criteria and evaluation scheme:

- Expertise and experience in the field of Anticipatory Action and feasibility studies (40%)
- Relevance and quality of sample previous work (20%)
- Availability (pre-condition)
- Daily rate (30%)
- Language skills (10%)

Evaluation scheme:

- 0 points = criteria were not fulfilled
- 1 point = fulfilled criteria inadequately
- 2 points = fulfilled basic criteria
- 3 points = fulfils all criteria
- 4 points = fulfils criteria well
- 5 points = fulfilled criteria very well

The total number of points achieved by the respective offer is calculated by determining the price point value (PPW) and the quality point value (QPW). Based on the point values calculated in each case, the total number of points is determined according to the weighting of price and quality.

For the price, the quotient of the cheapest offer and the offer to be evaluated is formed and multiplied by 100 and the percentage weighting.

$$((\text{Cheapest offer price} / \text{Offer price to be valued}) \times 100) \times \text{Weighting factor} = \text{Price points}$$

Please note that the school grading system is of course not applicable to the evaluation of the price.

Based on the given possible evaluation levels, the quality is evaluated for each award criterion as follows:

$$(\text{Points achieved} \times \text{Factor 20}) \times \text{Percentage weighting} = \text{Quality points}$$

Calculation of the total points:

$$\text{Sum price points} + \text{Quality points} = \text{Total points achieved}$$

In case of competitive procedure, GRC reserves the right to award a contract based on the first non-negotiated offer.

The GRC may – but is not obliged to - ask each tenderer individually for clarification of its quote including, samples, breakdowns of prices etc. within a reasonable time limit to be fixed by the evaluation committee. The samples will remain property of the GRC. The tenderer must bear possible additional costs for a sample delivery abroad.

Terms of contract

The award will lead to a framework agreement with GRC, which is attached to this tender as a draft.

GRC plans on working and communicating closely with the consultant via online communication channels and will discuss and agree on concrete tasks and products in short briefings when needed but at least once a month.

The draft contract sent with the invitation to tender contains the specifications of GRC of the contractual relationship with the consultant and is the basis for the processing of the contract after its award. The bidder may propose alternative contractual arrangements.

In the event of the contract being awarded, the key contractual points listed in the specifications/framework agreement shall apply. These key points of the contract may be further specified in the bids.

The client reserves the right to extend the framework agreement unilaterally under unchanged conditions once for a period of 2 months. The consultant shall be informed in writing or e-mail of the use of the option no later than three months before the end of the contract term. In the event of this option being exercised, the prices stated in the financial offer shall remain fixed for the further term of the contract.

Proposed timeframe

The advisory services shall be provided following the contract award/signature of contract and last no longer than end of April 2022. GRC estimates on average 16 days of work per month depending on the capacity.

Terms of delivery and payment

GRC will analyse and discuss the advice given and draft products with the consultant before each monthly payment of the framework agreement.

The deliverables will be approved by the Lead of the Anticipation Team in Berlin.

At the end of each calendar month, the Consultant shall submit a brief report (max. 1 page) on progress of the different products and services, challenges encountered, and inputs/assistance required. The report shall be accompanied by the latest draft of each product and feature the consultancy services provided. The report must also 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 payment of the invoice for the final month of April 2022 of the assignment will correspond to the final payment.

Costs and ownership of tenders

Costs incurred by the tenderers in preparing and submitting the quote requests are not reimbursable. The GRC retains ownership of all quotes received under this quote request. Consequently, tenderers have no right to have their tenders returned to them.

Confidentiality and publication

All recipients of tender documents, whether they submit a tender or not, shall treat the details of the documents as confidential as possible.

According to German/European procurement law information about the award of contract (name of company, type of product, extent, and duration of contract) might be made open to the public unless you disagree within your quotation, giving the reason of refusal.

Self-Declaration

The signee of the attached "Declaration of Conformity" (Ref. Annex) assures that:

1. no reasons for exclusion as mentioned per EU guideline 2014/24/EU, Art. 57, Paragraph 1 exists.
2. the tenderer fulfils GRC's claim on good governance, environmental and social responsibility.
3. the tenderer agrees on participation in checks and audits as described.

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

RULES OF CONDUCT

for staff and volunteers of the German Red Cross on mission for

- **the INTERNATIONAL COMMITTEE OF THE RED CROSS (ICRC)**
- **the INTERNATIONAL FEDERATION OF RED CROSS AND RED CRES-
CENT SOCIETIES (FEDERATION)**
 - **the GERMAN RED CROSS (GRC)**

As staff and representatives of the German Red Cross, we are personally and collectively responsible for upholding and conforming with the highest standards of ethical and professional conduct. All staff and representatives of the GRC shall therefore, at all times and in all circumstances, refrain from acts of misconduct, and respect the Fundamental Principles of the Red Cross Movement and the dignity of those whom the Red Cross aims to assist.

The regulations outlined below apply to all delegates, their dependents accompanying them, local staff, volunteers and consultants deployed within the scope of a relief operation or programme or project of the above-mentioned organization. For convenience, all such persons will be referred to as “field personnel” for the purposes of this document. Field personnel going on mission with the ICRC or the Federation, as the case may be, will be requested to sign a binding Code of Conduct similar to these Rules. All field personnel is expected to behave accordingly, both on duty and in private, and to practise working methods that will build public confidence. Field personnel is expected to be available for action beyond usual working hours, particularly during emergencies. All field personnel must be permanently aware of the fact that any impropriety on their part may have negative consequences for many human beings.

The components of the Red Cross Movement often act in situations of war, internal disorder or other emergencies. Working in such circumstances can expose field personnel to physical danger that should not be underrated. All field personnel must therefore exercise moderation, keep a certain discipline and strictly follow the security rules established by the Red Cross organization in charge of current operation or programme.

Since the Red Cross is a purely humanitarian organisation, its credibility and acceptance among the international community depend essentially on the respect of the Fundamental Principles and the amount of trust which governments will put in these Principles. Red Cross field personnel on mission must therefore at all times and under all circumstances, whether on duty or not, refrain from saying or doing anything that might be perceived to violate the Fundamental Principles, particularly those of Impartiality and Neutrality.

Likewise, family members staying with field personnel in a country of assignment must not contravene the Fundamental Principles, particularly those of Impartiality and Neutrality, whether in word or deed.

The Fundamental Principles of the International Red Cross and Red Crescent Movement

unanimously adopted by the XXth International Red Cross Conference in Vienna, October 1965

Humanity

The International Red Cross and Red Crescent Movement, born of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.

Impartiality

It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

Neutrality

In order to enjoy the confidence of all, the Movement may not take sides in hostilities or engage in controversies of a political, racial, religious or ideological nature.

Independence

The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

Voluntary service

It is a voluntary relief movement not prompted in any manner by desire for gain.

Unity

There can be only one Red Cross or Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

Universality

The International Red Cross and Red Crescent Movement, in which all societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

The undersigned pledges himself / herself

1. to respect and promote the Fundamental Principles of the Red Cross and Red Crescent Movement (humanity, impartiality, neutrality, independence, voluntary service, unity and universality);

2. to pay due respect to the religious beliefs, customs and habits of the population of the country of assignment, and to conduct himself / herself accordingly;
3. to observe strictly the laws and regulations of the country of assignment, including those concerning security, illegal drugs, traffic rules and currency exchange. Delegates who knowingly contravene such laws and regulations cannot expect any support from the Red Cross.
4. to enquire on the rights and obligations deriving from the legal status of the relevant Red Cross delegation in the country of assignment and to observe strictly the corresponding obligations;
5. to respect and to promote respect for the emblems of the Red Cross and Red Crescent;
6. never to use or to have in his / her possession weapons or ammunition at any time;
7. to denounce sexual abuse and sexual harassment, unauthorised physical or psychic pressure, neglect or harassment by any delegate, particularly among beneficiaries, as gross misconduct. All forms of sexual activity with children (persons under the age of 18) are forbidden as a matter of principle, even where this would seem to be in line with local custom, and will cause immediate dismissal of the delegate concerned. Misestimation of a person's age will by no means protect a delegate from sanctions. Any exchange of money, employment, goods or services for sex, sexual favours or other forms of humiliating, degrading, compromising or exploitative behaviour are forbidden;
8. to dress in a manner appropriate to the assignment, avoiding any impression of military status and to refrain from wearing Red Cross and Red Crescent insignia when not on official duty (except a lapel pin) unless security regulations require otherwise
9. to abstain from undertaking any public, professional or commercial activities outside of those specified in the delegate's Job Description or Mission Instructions without permission from GRC HQs
10. to refuse, courteously but with determination, any financial or material gifts or promises of such gifts or other advantages (particularly of sexual nature) except for the token presents which are customarily offered;
11. not to commit the Red Cross financially unless officially authorized to do so
12. to administer the entrusted funds and relief supplies with precision and diligence and to be prepared to account for the use of funds and other resources at all times
13. to use working equipment provided by the GRC (eg. smartphones, laptops, etc.) exclusively for business purposes. Their private use is not allowed;
14. to keep GRC HQs, the Federation or the ICRC informed of his/her activities and movements at all times, and not to leave the country of assignment or to take local leave without having obtained formal permission
15. to be prepared, should the circumstances require, for transfer to another Red Cross assignment, subject to its compatibility with his/her qualifications

16. to return, at the conclusion of the mission, all Red Cross material and equipment including identity cards and insignia of the Red Cross issued to him/her unless agreed otherwise
17. to observe discretion during the assignment and in relation to anything he/she may witness when carrying it out, including during the period following the assignment;
18. to avoid making references to political and military situations in the country or region of assignment in official or private communications, such as conversations, telephone calls, radio messages, letters, telefaxes or e-mails unless authorised to do so;
19. to refrain from sharing any information with the media, delivering lectures, giving interviews, handing out or publishing written reports or research findings resulting from a mission or handing out photos, slides, films or other electronic data carriers related to a mission without having a general or specific authorization of GRC HQs to do so (cf. Mission Instructions). This applies during the period following the assignment, too;
20. to follow the instructions of the Head of Delegation and GRC HQs, particularly when security is concerned. If a delegate or an accompanying family member fails to observe the above rules, the Head of Delegation will have the authority to arrange for an immediate repatriation of the person concerned.

Disciplinary procedures

In the event of any violation of these Rules of Conduct, the staff member shall be informed in writing of the allegation(s) made against him/her and shall be given appropriate time to respond to such charges (normally ten (10) working days in the case of misconduct, but an extension of these terms may be agreed if appropriate). The human resources department of GRC HQs may take appropriate disciplinary decisions upon receipt of the staff member's comments.

Delegates who are accompanied by family members are fully responsible for their acts during his/her mission. All accompanying family members must sign the Rules of Conduct (except for children under 14 years of age). If a family member violates the Rules of Conduct, GRC HQs has the right to order the family member's repatriation and to hold the delegate responsible.

GRC HQs reserve the right to claim reasonable compensation for damages and costs arising from any violation of the Rules of Conduct. This includes the costs of a return journey to Germany or any other place of residence. Such steps taken under these disciplinary procedures will not preclude further administrative and legal action.

If field personnel develops suspicions regarding violations of the Rules of Conduct, they have the duty to report such suspicions through the proper channels or, if this is considered inappropriate, directly to the persons in charge at GRC HQs.

Draft contract for services (framework)

The German Red Cross, Carstennstraße 58, 12205 Berlin

represented by Christian Reuter, Secretary General

-hereinafter referred to as the Client-

concludes the following conclusive framework agreement with

-hereinafter referred to as the contract-

Consultant name, address, country of residence

-hereinafter referred to as the Consultant-

Art. 1 Description of services and duties of the Consultant

(1) The Consultant will be responsible to deliver expert advisory services on Forecast-based Financing (FbF) feasibility studies and the development of a methodology for anticipation of non-hydrometeorological hazards for the German Red Cross International Cooperation as per the services defined in this contract and the binding Terms of Reference (Annex 1 – Expert on Feasibility Studies and Methodology Development in Anticipatory Action).

(2) The objective of this consultancy is to guide, accompany and advise the local consultants carrying out feasibility studies on FbF in 5 new project countries and to coordinate the work towards a methodology for non-hydro meteorological hazards. Depending on time available the consultant will be asked to contribute different knowledge products related to non-weather hydrometeorological hazards and related areas to the Anticipation Hub.

(3) The Consultant shall provide in particular services in the following areas:

- Lead the process of developing a methodology for taking early action on non-hydrometeorological hazards in cooperation with the Anticipation Unit and the network of FbF stakeholders within the Red Cross Red Crescent movement that serves as advisory group working towards a guidance document for National Societies on Non-Hydrometeorological hazards. This process includes: Coordination of calls and follow up on discussion with the advisory group supporting the process, conducting research and systematizing of what already exists and of how other organizations are doing anticipatory action for 3 non-hydrometeorological hazards, including experiences in practice within the IFRC and the Red Cross Red Crescent Network, development of a workplan.
- Support local consultants in carrying out feasibility studies for 5 new FbF projects, including the coordination, giving advice and help in the finalization of reports to ensure quality or, if applicable, directly carry out feasibility studies in certain countries.

- Conduct research and develop knowledge products (case studies, checklists, research papers, web content etc.) pertaining to Anticipation and Non-Hydrometeorological Hazards, including but not limited to lessons learned, and experiences from anticipation stakeholders in this area.

This list of tasks and services is not exhaustive.

(4) The Consultant shall provide the advisory and research services from the date of signing the contract until latest 30.04.2022. The Client estimates a total of 160 workdays (or on average 16 days per month) will be necessary. The Client will discuss and agree on concrete tasks and products and milestones in short briefings, which will take place when needed, but at least once a month.

(5) As a Consultant, when carrying out activities on behalf of the Client, especially when travelling to project countries of the Client, 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 shall not be subject to any right of instruction or direction on the part of the Client with regard to the scheduling and organization of the course of activities. The Consultant undertakes to directly observe the safety and security instructions of the Client in connection with the execution of the contract. The Consultant shall immediately obey the instructions of the Client to carry out an immediate departure from a project country, if the security situation requires it after its evaluation, or if damage from the Red Cross and Red Crescent Movement can be averted.

(7) At the end of each calendar month, the Consultant shall submit a brief report (max. 1 page) on progress of the different products and services, challenges encountered, and inputs/assistance required. The report shall be accompanied by the latest draft of each product and feature the consultancy services provided. The report must also 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.

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

(9) 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.

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

- Annex 1: Terms of Reference Expert on Feasibility Studies and Methodology Development in Anticipatory Action
- Annex 2: Rules of Conduct for staff and volunteers of GRC on mission
- Annex 3: The offer of the Consultant dated XX.XX.XXXX
- Annex 4: Signed Declaration of conformity

Art. 2 Duties of the Client

(1) The Client must define the concrete tasks and products in short briefings, which will take place when needed but at least once a month and communicate via online channels closely with the Consultant.

(2) 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:

Daily rate of XXX EUR/working day (8 hours) (net)

No additional remuneration shall be paid.

(3) Remuneration shall be payable three weeks after acceptance of the monthly report and invoice by the Consultant to the Client in line with the requirements in Article 1 (7) of this contract. The payment of the invoice for the XX and final month of the assignment will correspond to the final payment.

(4) The Client must analyze and discuss the advisory and research 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 (Unit 6 International Cooperation).

(5) The Consultant will organize all travel arrangements, including booking of hotels and flights, prior consultation, and agreement with the Client. Travel costs will be paid by the Client upon reception of original invoices and relevant supporting documents in line with the Client's official travel regulations.

(6) The Client shall appoint a main contact person from the International Cooperation unit 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 contract ends automatically on 30.04.2022 if no extension has been granted.

(2) The Client reserves the right to extend the framework agreement unilaterally under unchanged conditions once for a period of 2 months. The Consultant shall be informed in writing or e-mail of the use of this option no later than three months before the end of each contract term. In the event of this option being exercised, the prices stated in the financial offer shall remain fixed for the further term of the contract.

(3) 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.

(4) 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.

(5) In the case of termination pursuant to Para. 3, the Consultant shall only be entitled to a proportion of the remuneration agreed in Art. 2 Para. 2 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 she/he is entitled, it must be repaid.

(6) Notice of termination must be given in writing or by email.

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 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.

Art. 11 Jurisdiction agreement

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

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 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.

Client name
Client position
Place and date

Consultant name
Place and date