

ANNEX I: MODEL SPECIFIC CONTRACT

[Specific Contract Number]

Model Contract for Independent Services

between

Berghof Foundation Operations gGmbH
Lindenstraße 34
10969 Berlin, Germany
VAT Number: DE23 945 1952

(Hereafter: Berghof Foundation)

and

[Full Name]

[Address]

[VAT Number or personal tax id]

[Email]

(Hereafter: Consultant)

(Both hereafter: Parties)

Preamble

This contract shall express the explicit intention of the Parties to remain legally independent. Therefore, the Parties declare expressly that this contract is not a contract of employment.

§ 1 Subject Matter and Scope of Performance

- (1) From [enter date] 2020 until [enter date], the Consultant will be responsible for jointly co-managing the project “Supporting Community Peacebuilders and Government Officials to Promote Reconciliation in Hirshabelle State, Somalia” in Hirshabelle State. The Consultant’s tasks include:

- a. liaise with the Hirshabelle government officials and partners, Somali stakeholders and international actors;
 - b. take an active part in the activities envisioned for the project;
 - c. assist in coordinating the work of the Hirshabelle Insider Peacebuilders Network
 - d. conceptualize and coordinate the meetings and overall communication between the Network and government officials and provide administrative and methodological support for all activities of the project (workshops, meetings, etc.)
 - e. conceptualize and draft reports on project activities and context analysis;
 - f. stay well informed about the political situation in Somalia and Hirshabelle State and inform the Berghof Foundation about the most important issues that may have an impact on the project;
 - g. work closely with all project team members in a cooperative and trustful way;
 - h. cooperatively support the work of Berghof Foundation staff, partners and consultants who carry out financial and administrative work in the framework of our projects in Somalia;
 - i. based on the political situation in Somalia, give timely recommendations for necessary changes in the implementation of the project and discuss these potential changes with the Berghof Foundation;
 - j. in discussions with Somali and international partners, and in coordination with the Berghof Foundation, discuss possibilities of cooperation and follow-up projects.
- (2) In addition to the above list, the Berghof Foundation reserves the right to request deliverables not explicitly mentioned in the above list of tasks, but related to the field of expertise object of the present framework service contract.
- (3) All tasks shall be conducted in close coordination with the Berghof Foundation. The Berghof Foundation staff and the Consultant agree to remain continuously in communication regarding the required services.
- (4) The contact person is Janel B. Galvanek, Head of Sub-Saharan Africa Unit at the Berghof Foundation.

- (1) For the services in paragraph 1, the Consultant will receive a remuneration from the Berghof Foundation as follows:

USD [XXX] per month including all logistical and communication expenses and taxes if applicable.

- (2) The total to be invoiced shall not exceed [XXX] per month.
- (3) Payments will be made after receiving the invoice at the end of each month. The invoices shall comply with the valid legal requirements.
- (4) The Consultant shall be obliged to immediately reimburse any overpaid remuneration to the Berghof Foundation.
- (5) In the invoice, the Consultant is to specify turnover tax as a separate amount in relation to the entire remuneration, if the work performed is subject to taxation in the Federal Republic of Germany, and the Consultant is resident in the Federal Republic of Germany. This is also to apply to advance payments. Remuneration comprises the fee, the travel expenses and miscellaneous expenses. If the Contract Partner is not resident in the Federal Republic of Germany, he may not include German turnover tax in the invoice. However, if the work performed is nevertheless subject to German turnover tax, the Contract Partner must indicate to the Berghof Foundation in the invoice that the Berghof Foundation is obliged to pay turnover tax.
- (6) The Consultant is responsible for forwarding tax payments and any premiums for insurances as well as its business registration if applicable. The necessity of these payments has been factored into the remuneration pursuant to section 2 para 1.

§ 3 Reimbursement of Expenses

Berghof Foundation will reimburse travel expenses and accommodation cost for activities necessary for the project, after agreeing with the contact person in §1 (4) and according to donor regulations.

§ 4 Confidentiality/ Return of Documents, Data and Property

- (1) For the duration of this contract and after it will have come to an end, the Consultant shall treat secret all confidential matters and secrets of the Berghof Foundation.
- (2) The Consultant shall treat all papers, documents, written material and other objects belonging to the Berghof Foundation or the project with care. The Consultant shall not

use, duplicate or remove any papers, documents, written materials or other objects belonging to the Berghof Foundation for other than reasons related to its performances pursuant to section 2 unless the Consultant has written permission of the Berghof Foundation to do so.

- (3) The Consultant shall, upon the request of the Berghof Foundation, be required at any time to return all papers, documents and written material, whether they are hard copies or in electronic form, including duplicates, copies, electronic data, etc. including personal notes concerning affairs and activities and all items belonging to the Berghof Foundation. This obligation to return files includes the obligation to disclose the current password for files protected by a password and to delete all duplicates the interpreter may possess.
- (4) The Consultant shall have no right of retention in respect of such documents, written materials, or items.

§ 5 Duration of the Contract/Termination of the Contract

- (1) The contract duration will be from [enter date] until [enter date]. The Parties shall retain the right to terminate this contract for good cause with a notice period of 4 weeks.
- (2) Notice of termination must be given in writing.

§ 6 Exclusion Clause

- (1) All claims of the Parties arising out of this contract, as well as such claims, which are related to this contract shall lapse if they are not asserted in writing within five months after becoming due.
- (2) If the claim is rejected or if a response to the assertion of the claim is not given within four weeks after the assertion of the claim, the claim shall lapse if it is not asserted before the courts within another three months.
- (3) This clause does not apply to claims arising from intentional torts.

§ 7 Choice of Law/Agreement on Jurisdiction

German substantive law shall apply to this agreement. If a provision within this contract is in breach of mandatory law, such mandatory law shall apply. The regional court Berlin shall have

jurisdiction over any and all disputes arising from this contract unless mandatory statutory provisions require otherwise.

§ 8 Miscellaneous

- (1) There are no ancillary agreements. Any amendments or additions to this contract must be in writing in order to be legally valid. Any amendments or additions which fail to comply with the written form requirement, including this clause, shall be void.
- (2) This Agreement contains the complete agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way.
- (3) In case individual provisions of this contract are ineffective, the remaining provisions shall remain in effect. In lieu of the invalid provisions or as a remedy of the possible incompleteness of the contract, an appropriate valid provision that the Parties would have intended if they had known of the ineffectiveness or of the incompleteness of the contract and that corresponds either to the commercial effect of the invalid provision or comes as close to it as possible, shall replace the invalid one.

Place, Date

Janel B. Galvanek
Head of Unit, Sub-Saharan Africa
Berghof Foundation

[Full Name]
Consultant

Project No: xxx
Contract No: xxx
Budgetline: xxx
Project Controlling: xxx