Annex III: MODEL FRAMEWORK CONTRACT

***2026-Somalia TA-01**: Framework Contract for the provision of travel agency services in Somalia. This is a model contract (annex 2) for the purpose of transparency under the call for bid and does not constitute a contractual offer. The final contract will be signed following the awarding of of the bid. Bidders are eligible to submit their own standard corporate contract in lieu of this model framework contract.*

Model Framework Contract For Services

between

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

and

[Company Name]
[Address]
[City]
[Country]

hereinafter: The Contractor
both hereinafter: Parties

the following framework contract will be concluded.

§ 1 Subject Matter and Components of the Contract

(1) The subject matter of this framework agreement is the arrangement of international, domestic and regional travel from Somalia and its supporting services, i.e. the provision of travel including single and roundtrip flights and visa assistance for international travel of Somalia-based staff, consultants and participants but not limited to the services defined in the call for bids (**Annex 1**) for the purposes as defined by the Client.

(2) Components of the contract are:

(a) The provisions of this contract,

(b) The specification of services as outlined in the call for bids (Annex 1),

(c) Any answers to the Contractors questions by the Client during the award procedure,

(d) The offer/ pro forma invoice of the Contractor including all its components according to the Contractor's standard corporate agreement (Annex 2 or respective corporate version),

(3) This framework agreement alone does not create an obligation on the part of the Contractor to provide services; such an obligation only arises when an individual order is placed. This shall also apply to the Client's obligation to pay remuneration. This framework agreement shall not give rise to any claim of the framework agreement partner to the placing of one or more individual orders.

(4) The General Terms and Conditions (GTC) of the Contractor shall not become part of this framework agreement or an individual order. In particular, the GTC of the Contractor shall not apply even if they are referred to in connection with the placement of an individual order, the provision of services or the invoicing and the Client does not object thereto.

§ 2 General Provisions on the Performance of Services

(1) The Contractor shall provide all services in a manner customary in the industry, but at least with the usual due diligence in the travel agency industry, and undertakes to provide the services economically and efficiently.

(2) The Contractor shall comply with agreed dates and deadlines when providing the Services. In the event of obstacles or impairments which have or may have an effect on the observance of dates and deadlines or which are to be expected, the Contractor shall inform the Client immediately in writing or in text form, stating the reasons and the expected duration of the obstacle or impairment.

(3) The Contractor shall provide all services in terms of content in accordance with the description of services agreed as **Annex 1** to this contract, taking into account the specifications by the Client within the scope of the respective individual order, but otherwise independently and on its own responsibility.

(4) Cancellation of bookings is permitted in accordance with the service description and the deadlines and cost regulations provided therein.

§ 3 Prices and invoicing

(1) The prices stated in the standard corporate agreement and/or price sheet shall apply to the services to be provided by the Contractor. The prices are total prices and include all applicable statutory value-added tax at the time of booking of the services in accordance with the prices fixed in Annex 1.

(2) In the event of a change in the statutory value-added tax or the introduction, amendment or abolition of local taxes on the subject matter of the service after conclusion of the contract, the prices shall be adjusted accordingly.

(3) All agreed prices shall otherwise apply for the entire term of the contract, unless regular intervals for price and service adjustments in accordance to market and exchange rate

changes apply and have been agreed upon by the Client and Contractor. Provisions for the adjustment of the agreed remunerations and prices shall only be effective if they are expressly agreed in the contract or in the price sheet. Any contrary notices, reservations or declarations by the Contractor, in particular in the other parts of its offer, shall be irrelevant. This shall apply in particular with regard to assumptions concerning price-relevant circumstances and with regard to provisions for adjustment to price developments (indexation). Mandatory statutory provisions which effect or permit an adjustment shall remain unaffected.

(4) Payment based on an invoice is agreed for all services. Advance payments shall not be made unless expressly agreed in individual cases.

(5) Invoices shall be issued retrospectively on the basis of the services or service quantities actually rendered and the agreed prices. As a rule, invoices shall be issued for related bookings or services together.

(6) Payments shall be due and payable within thirty (30) days after receipt of the auditable invoice. Delays in payment due to incomplete invoices or missing proof of performance or other supporting documents are held by the Contractor.

(7) The payment of an invoiced remuneration does not mean that the Client recognizes the corresponding service as having been properly performed or waives any other objections and defences against the invoice, claims arising from defects, offsetting against claims for damages due to qualitative performance defects or other rights. In particular, in the event of incorrect invoicing by the Contractor, the Client shall remain entitled to demand reimbursement of any overpayments made.

§ 4 Confidentiality and Data Protection

(1) The Client shall be entitled to process the personal data of the Contractor's employees within the scope of the statutory provisions, insofar as this is necessary in particular for the performance of the contract, the exercise of rights or the receipt of the contractual services and for other audit and control purposes.

(2) When processing personal data the Contract Partner shall be required to comply with the Berghof Foundations Data Protection Policy (https://berghof-foundation.org/privacy-cookies) to meet the requirements of the EU General Data Protection Regulation (applicable European, German, or local law).

(3) For the duration of the collaboration and after it will have come to an end, the Contractor shall treat all matters confidentially. Violation ofthe terms of this clause shall result in litigation.

§ 5 Warranty, liability for damages and expenses

(4) The Contractor warrants that all services will be performed properly, professionally and appropriately in accordance with the specifications of this contract.

(5) The parties shall be liable for other damages based on an intentional or grossly negligent breach of duty and for damages based on an intentional or negligent breach of duties

typical for the contract. Typical contractual obligations are those obligations which make the proper execution of the contract possible in the first place and on the fulfillment of which the other party relies and may rely. A breach of duty by one party shall be deemed equivalent to a breach of duty by a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise stipulated below.

(6) If deficiencies occur in the Contractor's services, the Contractor shall immediately take remedial action upon complaint by the Client.

(7) Liability based on mandatory statutory provisions shall remain unaffected.

§ 6 Duration of the Contract/Termination of the Contract

(1) This Contract shall become effective upon its conclusion. The contract shall be concluded upon the Contractor's receipt of a written notification by the Client regarding the award of the contract or the commencement of performance provided for in the letter of award.

(2) The contract shall run until December 2027 (basic term) from the date of the award of the contract and can be extended for a further 12 months (extension periods), provided that the Client extends the contract in each case by exercising an extension option. The extension option shall be asserted in writing by declaration of the Client vis-à-vis the Contractor at least one (1) month prior to the expiry of the basic term or the previous extension period. The written form shall also be deemed to have been complied with if sent by e-mail.

(3) The contract terminates after fulfilling all the defined tasks pursuant section 1 para 1.

(4) The Parties reserve the right to terminate this contract by way of termination with a notice period of 4 weeks.

(5) A dismissal for cause remains possible for both sides.

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

§ 7 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 two 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.

(4) With signature of this agreement, the Contractor confirms the information provided in the Declaration of Honour in Annex 2 and agrees compliance with the grounds for exclusion specified in sections 123 of the German Act against Restrains on Competition (GWB) (section 31 (1) Regulation on sub-threshold procurement (UVgO).

§ 8 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.

§ 9 Anti-Corruption Policy

The Anti-Corruption Policy applicable at Berghof shall apply to the service contract/freelance agreement. The current version of this policy is attached to the service contract. Violations of the provisions of the Policy may lead to measures under labor law, even extraordinary termination of contract without notice in extreme cases, or may give rise to criminal or regulatory sanctions and claims for damages.

§ 10 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	*Place, Date*
Name	Name
Position	Position
Berghof Foundation Operations gGmbH	Contract Partner

Annex 1: Call for Bids & Specification of Services
(as per Part 1 of the Awarding Documents)
Annex 2: Declaration of Honour
(as per Part 2 of the Awarding Documents)
Annex 3: Model Framework Contract