

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. The Contract Partner performs the work/service for a permanent establishment in Mogadishu, Somalia (Reference NGOD/Moifar0527/022) belonging to Berghof Foundation Operations gGmbH.

## § 1 Subject Matter and Scope of Performance

- (1) From [X January] 2024 until [31<sup>st</sup> December 2026], the Consultant will work as the IPN Coordinator for the Norwegian Ministry of Foreign Affairs -funded project “Supporting Community Peacebuilders to Promote Reconciliation in Hirshabelle and Galmudug States, Somalia”, project 23058, in Hirshabelle State. Subject to capacity and active

projects, the IPN Coordinator will be required to undertake additional tasks and obligations relating to the implementation and coordination of the Berghof Foundation's overall programming in Somalia. The Consultant's duties include to:

- a. Collect and shape stories of IPN members in Galmudug and Hirshabelle states;
  - b. Coordinate and support IPN members to organize their independent activities (meetings, consultations, community workshops, community gatherings, trainings, etc.)
  - c. Provide administrative support to the activities of the IPN members (accounting, technical/financial reporting, etc.);
  - d. Support team members and IPN members to follow up on MEL components;
  - e. Remain well informed about the political situation in Galmudug, Hirshabelle states and Somalia generally, and inform the Berghof team about the most significant issues and current developments that may have an impact on the programming.
  - f. Where needed, give timely recommendations for necessary changes in the implementation of the independent IPN activities;
  - g. Coordinate closely with Berghof Foundation team members in Berlin and Somalia and maintain good relationships with all other programming and consortium partners.
- (2) The monthly allocation of tasks and respective honorarium days on projects carried out by the Contract Partner will be discussed prior to each calendar month with the contact person §1 (5), and documented in a time sheet at the end of each calendar month. The total scope of performance is set to [enter amount] work days (enter percentage %) per calendar month.
- (3) 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.
- (4) 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.
- (5) The contact person is [enter name, position, e-mail] at the Berghof Foundation.

## § 2 Remuneration

- (1) For the execution of the assignments, the Contract Partner will receive from the Berghof Foundation a daily honorarium of **USD [XXX]** (net amount).
- (2) The total to be invoiced shall not exceed **USD [XXX]** per month (net amount).
- (3) The Contract Partner is responsible for forwarding tax payments as indicated in the invoice to the Ministry of Finance in Somalia in the name of the Berghof Foundation – as expected by and agreed with the Ministry – and any premiums for insurances as well as the business registration if applicable. This means, in addition to the above agreed net honorarium, the Contract Partner will specify any applicable tax in relation to the remuneration separately and add it to the net invoice amount, if the work performed is subject to taxation according to Somali tax law.
- (4) Honoraria will be paid on the basis of the Contract Partner's presentation of respective, separate invoices on the 15th of each month. For each project, the Contract Partner shall attach a timesheet to the invoice specifying the days worked for the project and give a short description of the activity.
- (5) The invoices shall comply with the valid legal requirements and must include all information like stated in the enclosed invoice template.
- (6) In specific cases, 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.
- (7) The Consultant shall be obliged to immediately reimburse any overpaid remuneration to the Berghof Foundation.

### **§ 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 (5) 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 Data Protection**

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).

## **§ 6 Duration of the Contract/Termination of the Contract**

- (1) The contract duration will be from [date, month 2025] until [31<sup>st</sup> December 2026].

The Parties shall retain the right to terminate this contract for good cause with a notice period of 4weeks.

- (2) 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 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.

## § 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 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

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Victoria Cochrane  
Head of Unit, Regional Peace Support  
Berghof Foundation

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[Full Name]  
Consultant

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