

ANNEX II: MODEL SPECIFIC CONTRACT

2019-50014-003- Framework Contract for the provision of Thematic Advice and Training services for the EU-funded project, *Strengthening Community Safety in Yemen*.

[Specific Contract Number]

Model Specific Contract For Services

between

Berghof Foundation Operations GmbH
Lindenstrasse 34,
10969 Berlin, Germany
VAT Number: DE23 945 1952

hereinafter: Berghof Foundation

and

Full Name

Address

VAT Number or personal tax id

Email

hereinafter: Expert

both hereinafter: Parties

§ 1 Preamble

This specific contract implements the framework contract (FWC) number 2009-50014-003, signed by the Parties on [complete date] for the EU-funded project “*Strengthening Community Safety in Yemen*” (Project No. 50014), implemented in Yemen. This specific contract shall express the explicit intention of the Parties to remain legally independent. Therefore, the Parties expressly declare that this specific contract is not a contract of employment.

§ 2 Subject Matter and Scope of Performance

(1) In accordance with the provisions set out in the FWC number 2009-50014-003 and in this specific contract, the Expert will provide the services as defined in the TOR [number], attached hereto.

- (2) The [services] will be [delivered or provided] [on or between] [dates] as defined in the TOR, attached hereto.
- (3) The Berghof Foundation staff and the Expert agree to remain continuously in communication regarding the required services.
- (4) The contact person for the Expert is Sonja Neuweiler, Co-Director MENA Programme, Berghof Foundation.

§ 3 Remuneration

- (1) For providing the consultancy service, the Expert will receive from the Berghof Foundation a lump sum honorarium of EUR [complete] (gross amount).
- (2) The maximum amount shall not exceed EUR [complete] (gross amount).
- (3) Honoraria will be paid on the basis of the Expert's presentation of invoices by the agreed upon dates; a. 1st instalment: EUR [complete] after the completion of [complete] mentioned in section 2 or TOR. 2nd instalment: EUR [complete] at the end of the services.
- (4) Payment will be made via bank transfer after receiving an invoice to the following bank account:

Account holder:

Bank Name:

Bank Address:

Account number:

IBAN:

BIC/SWIFT:

Please enclose a bank confirmation about the validity of your account which is an integral part of this specific contract.

§ 4 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 §2 (4) and according to donor regulations.

§ 5 Duration and Termination

- (1) This specific contract enters into force on the date on which the last party signs it.
- (2) The provision of the services starts from [the date of entry into force of this specific contract] or [insert date].

- (3) The provision of the services must not exceed [complete] [days] [months]. The Parties may extend the duration by written agreement before it elapses and before the expiry of the FWC Number [complete].
- (4) The specific contract terminates after fulfilling all the defined tasks pursuant to section 2.
- (5) The Parties reserve the right to terminate this specific contract by way of termination with a notice period of 6 weeks.
- (6) Notice of termination must be given in writing.

§ 6 SIGNATURES

Done in [place] on [date] in duplicate in English

(Place, Date)

(Place, Date)

Sonja Neuweiler
Co-Director MENA Programme
Representing the Berghof Foundation

[Full Name]
Expert

Project Number: 50014

Framework Contract Number: 2019-50014-003

Specific Contract Number: [complete]

Budget-line: 5.9

Project Controlling: