1 General provisions

1.1 Definitions

For the purposes of these Special Terms and Conditions of GIZ, the following terms are defined as follows:

- The **‘commission manager’** is the GIZ staff member who bears overall technical and commercial responsibility within GIZ for the project and for the achievement of objectives within the framework of the project.
- A **‘third country’** is any country that is neither an EU member state nor the place of supply for value-added tax (VAT) purposes (as defined in section 1.1 of these Terms and Conditions).
- The **‘country of assignment’** refers to the countries outside Germany that are named in the Terms of Reference and in which the contractor provides its services and works under the contract.
- The **‘GIZ country office’** is the GIZ country or regional office responsible for the country of assignment.
- A **‘donor’** is – with the exception of the ultimate commissioning party/client – any instance that provides GIZ with financial resources to fund the project in full or in part through grants or allocations.
- **‘Force majeure’** is an unavoidable event (e.g. natural disaster, outbreak of a disease or epidemic, serious unrest, war or terrorism) that no human foresight or experience could anticipate, that cannot be evaded or overcome by applying economically reasonable efforts and utmost care, and which prevents one of the parties to the contract from rendering the contractually agreed services and works. If an event originates from the sphere of responsibility of one of the parties to the contract, this does not constitute an event of force majeure.
- The **‘ultimate commissioning party/client’** is the party whose commission forms the basis for the project and, as a result, also for the contract.
- The **‘lead executing agency’** is the responsible body or bodies in the country of assignment (e.g. a specific ministry) or (another) institution(s) jointly selected by the government of the country of assignment and the Government of the Federal Republic of Germany that works together with GIZ as partner on behalf of the country of assignment to achieve the project objectives and which is the recipient of the services provided by GIZ on behalf of the ultimate commissioning party/client.
- The **‘place of supply for VAT purposes’** is the country stipulated in the contract documents as the place of supply for VAT purposes.
- **‘Subcontracting’** refers to any contractual relationship between the contractor and a third party that involves the delivery by a third party of significant parts of the services and works contractually owed by the contractor. If the contractor is a ‘consortium’, the respective partners of this consortium (‘consortium partners’) are not third parties within the scope of this definition. Any contracts between the contractor and experts that are entered into in accordance with section 8.1 as well as any contracts between the contractor and companies that provide experts to the contractor on a contractual basis do not constitute subcontracting in the sense described here.
- The **‘subcontractor’** (subcontracting party) is the contractor’s contractual partner in the framework of a subcontracting arrangement.

1.2 Written and text form

Any amendments to the contract that require a change to the price schedule or the replacement of key experts must be made in written form. Text form may be used for any other amendments to the contract.

The termination of the contract or any approval by GIZ in accordance with section 24 regarding the assignment of the contractor's claims under the contract must be in written form. Text form may be used for any other

notifications under the contract.

If documents are sent using telecommunications systems, the written form requirement is met only if the transmission takes place via the eProcurement Tender Platform used by GIZ.

1.3 Subcontracting services and works

In the event that services and works are subcontracted in accordance with section 1.1, and such subcontracting is not provided for under the contract, an amendment to the contract is required in written form.

If a subcontracting arrangement is contractually agreed, but the subcontractor has not yet been named in the contract documents, the contractor must obtain GIZ's consent to selection of the subcontractor in text form.

The contractor must oblige all its subcontractors to comply with the provisions of the contract.

1.4 Integrity

1.4.1 Principles of integrity

The contractor is obliged to implement suitable and adequate measures to prevent and combat corruption in connection with the performance of the contract.

In connection contract performance, the contractor must not, either itself or via third parties (i) offer, grant, accept or request for itself or for others any gifts or other advantages that exceed a market value of EUR 35 per recipient per year, or (ii) offer, grant, accept or request for itself or for others any facilitation payments.

The contractor must also report to GIZ without delay any confirmed cases or suspicions of corruption and/or offences against property (such as fraud, embezzlement or breach of trust) in connection with the performance of the contract.

1.4.2 Dealing with conflicts of interest

The contractor must endeavour to avoid any conflicts with the interests of GIZ in connection with the contract. A conflict of interest may arise as a result of economic interests, family ties, friendships or other relationships.

The contractor is obliged to report to GIZ without delay any circumstances that constitute a conflict of interest or that could lead to a conflict of interest. The parties must endeavour to reach an agreement on how to deal with the conflict of interest reported by the contractor.

1.4.3 Contractual penalties

The contractor is obliged to pay a contractual penalty for each breach of section 1.4.1 (2) and/or section 1.4.2 (2); the amount of this penalty (i) depends on the nature and severity of the breach, (ii) is established by GIZ after due consideration and (iii) shall not exceed EUR 50,000. If a pecuniary advantage granted as a form of bribery is greater than EUR 50,000, the contractor must pay a contractual penalty equal to this pecuniary advantage. Further rights of GIZ to claim damages remain unaffected. However, contractual penalties that have already been paid must be deducted from such claims for damages.

1.5 Confidentiality

The contractor is obliged to treat all contract-related data and any other information related to GIZ, such as documents provided by GIZ and exchanged information, which become known to the contractor and its employ ees during the performance of the contract (hereinafter referred to as '**protected information'**) as confidential during and beyond the performance period and, in particular, not to disclose this protected information to third parties without the consent of GIZ in text form. This provision applies even if such protected information has not been explicitly designated as secret or confidential. Protected information also includes all data and information relating to third parties (e.g. the lead executing agency) that GIZ designates as secret or confidential. In addition, the contractor may only make protected information accessible to those of its employees who need this data and

information to enable the contractor to fulfil its contract performance obligations (need-to-know principle). The ultimate commissioning party/client is to be regarded as a ‘third party’ within the meaning of this section 1.5. Enterprises that are affiliated with the contractor in accordance with sections 15 ff. of the Stock Corporation Act (*AktG*) and any persons who are subject to a professional obligation of confidentiality towards the contractor (such as lawyers and tax consultants) are not to be regarded as ‘third parties’ under this section 1.5.

The obligation of confidentiality under this section 1.5 does not apply if and to the extent that the protected information is or becomes public knowledge without this being due to a breach of the contractual agreement by the contractor, or if this protected information was already known to the contractor when it entered into the contract with GIZ. The same stipulation applies if disclosure is required by law or is ordered by a court or another authority. The contractor undertakes to inform GIZ before disclosing protected information unless such notification is not permitted by law.

At the end of the performance period and without being asked, the contractor is obliged to return without delay any documents, aids, materials or objects received from GIZ that GIZ has not provided to the contractor for the stipulated purpose on a permanent basis. This provision also applies to all copies. Such items must be returned in accordance with a procedure that is to be defined by GIZ. GIZ is also entitled to demand the secure (i.e. nonreversible) deletion or destruction of all or part of the data or materials instead of their return. At GIZ’s request, the contractor must confirm to GIZ that the deletion/destruction has been carried out and specify the deletion/destruction method used. The contractor will not receive any additional remuneration for the return, deletion or destruction.

1.6 Requirement for GIZ’s approval for publications

Any publications regarding the contract and/or the project require prior approval by GIZ in text form, even after the contract has come to an end. GIZ approval is not required for brief descriptions of the subject matter of the contract and outlines of the work involved, where these are designed for use in the public relations work of the contractor.

For the purposes of this provision, a statement noting the subject matter of the contract and the key results constitutes a brief description. The contractor must always express in an appropriate manner that its activities are being carried out on behalf of GIZ and must also name the ultimate commissioning party/client and any other donors.

1.7 Use of GIZ’s corporate design

When designing materials relating to the contract that are intended for use with third parties (e.g. business cards, letterheads, emails, publications, presentations), the valid version of GIZ’s Corporate Design Center guidelines (https://www.giz.de/cdc/de/html/59557.html) must be followed. The specific design must be agreed with GIZ and, in the event of direct cooperation, also with the lead executing agency.

2 Data protection

2.1 The contractor must comply with the requirements of the applicable data protection regulations and require such compliance from its employees.

2.2 The contractor must indemnify GIZ against all claims arising from the violation of the provisions in section 2.1 above and of the applicable data protection regulations and must reimburse GIZ for all costs incurred in connection with its corresponding legal defense or the imposition of government sanctions. This provision does not apply if the contractor is not responsible for the breach.

2.3 If GIZ and the contractor are joint controllers for the processing of personal data within the meaning of Article 26 of the EU General Data Protection Regulation (GDPR), they must enter into a corresponding agreement on the basis of Annex 1 to these Terms and Conditions.

2.4 If the contractor processes personal data for GIZ within the meaning of Article 4 (8) of the GDPR, GIZ and the

contractor must enter into a corresponding agreement on the basis of Annex 2 to these Terms and Conditions.

3 Transfer of obligations from sanction regimes to the contractor

The contractor must not make the funds or any other economic resources that it has received from GIZ available, either directly or indirectly, to third parties that are included on a United Nations and/or EU sanctions list.

When implementing the contract, the contractor must also comply with all embargoes and other trade restrictions imposed by the United Nations, the EU or the Federal Republic of Germany.

The contractor must notify GIZ without delay and of its own volition of any violation of the provisions of paragraphs 1 and 2 of this section 3.

The contractor must notify GIZ without delay and of its own volition if the contractor, its owners or persons with control (within the meaning of Article 1 (5) or (6) EU Regulation No. 2580/2001) or its employees are placed on a sanctions list published by the United Nations or the EU. The same applies if the contractor learns of an event that could lead to inclusion on such a list.

4 Fulfilment of the requirements of the Code of Conduct

4.1 Obligation to provide information and compliance with the Code of Conduct

At GIZ's request, the contractor is obliged to procure and provide the information and documents stipulated in the request insofar as these are required by GIZ to meet all of the regulatory requirements resulting from the contractual relationship. This obligation does not apply to sensitive and confidential information relating to the company or personal data. 'Regulatory requirements' in the meaning of this section 4.1 may result in particular, but not exclusively, from the following legislation:

(i) (The German Supply Chain Act (LkSG);

(ii) Regulation (EC) no. 1907/2006 (REACH Regulation).

Under *LkSG,* GIZ is obliged, among other things, to identify human rights and environmental risks to which its contractors are exposed. GIZ appreciates contractors establishing their own robust risk management systems in order to identify and address human rights and environmental risks and violations in their own business areas and supply chains.

With regard to its own business activities, the contractor must guarantee that it acts in accordance with the Code of Conduct for Contractors of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH (hereinafter referred to as the 'Code of Conduct'), which is attached as Annex 3 to these Terms and Conditions. The contractor must notify GIZ without delay if it identifies any violation of the code or any risk of such a violation.

4.2 Preventive measures

4.2.1 Principle

If the contractor and/or GIZ identifies a risk of a breach of the Code of Conduct or suspect such a breach by the contractor and/or its suppliers, the contractor and GIZ must agree on appropriate preventive measures and the contractor must implement these accordingly.

4.2.2 Training

Agreement on appropriate preventive measures may include, among other things, the contractor undertaking to participate in training courses held by GIZ on compliance with the human rights and environmental obligations stipulated in the Code of Conduct and to appropriately address such obligations in the wider supply chain as well as confirming participation in the training to GIZ on request. Alternatively, the contractor and GIZ may agree that the contractor confirms to GIZ in text form that it will (i) comply with the provisions of the Code of Conduct and (ii)

verifiably conduct its own training or other equally suitable preventive measures.

4.2.3 Controls

If GIZ identifies risks of compliance with regard to the Code of Conduct or with any supplementary agreements on preventive measures and has informed the contractor, GIZ is entitled to check compliance by the contractor. The control measures taken by GIZ must be appropriate and, in particular, give due consideration to the con tractor's justified concerns. Possible control measures include, in particular, obtaining comprehensive disclosure or conducting on-site inspections by GIZ or an authorised third party. All control measures are restricted to compliance with the human-rights and environment-related obligations laid down in the Code of Conduct.

4.3 Remedial issues

4.3.1 Joint remedial action plan

In the event that the contractor violates its obligations under the Code of Conduct, GIZ and the contractor must first jointly draw up a remedial action plan. This joint plan must also include a schedule for implementing the remedial measures stipulated in the plan as well as an agreement on the appropriate sharing of the costs of such measures. In accordance with section 4.1.3, GIZ is also entitled to conduct appropriate control measures to ensure contractor's compliance with the joint remedial action plan.

4.3.2 Legal consequences if the joint remedial action plan fails

If the contractor fails to implement the measures provided for in the joint remedial action plan, GIZ is entitled to suspend fulfilment of the contract after a reasonable period for implementing such remedial measures, set by GIZ, has elapsed, and until the measures provided for in the joint remedial plan have been implemented. GIZ is also entitled to suspend fulfilment of the contract without first setting a deadline if and for as long as the implementation of the measures laid down in the joint remedial action plan does not bring about a prompt remedy. Section 21 does not apply.

GIZ is entitled to terminate the contract immediately if

(i) there is a serious breach of the Code of Conduct by the contractor,

(ii) the implementation of the measures set out in the joint remedial action plan has not remedied the situation by the deadline set out in the joint remedial action plan and a remedy no longer appears reasonably possible, and

(iii) GIZ has no less severe means at its disposal to remedy the situation.

4.3.3 Whistleblower system

The contractor must ensure unhindered access for all of its employees to the complaints procedure set up at GIZ. This also applies to reports that human-rights or environmental obligations have been violated through the actions of an indirect supplier. In particular, the contractor is not to undertake any actions that hinder, prevent or complicate access to the complaints procedure.

5 Ban on behaviour and performance monitoring

The contractor is prohibited from using any IT-systems to monitor the behaviour or performance of GIZ staff members.

6 Services provided by the GIZ office in the country of assignment

The contractor must ask the local GIZ country office what support it will provide for the respective project. The contractor must make use of these services if they are provided without charge.

7 Partner inputs

The contractor must make use of the partner inputs agreed in the agreements under international law (general agreements on technical cooperation, exchanges of notes), as well as in any implementation agreements or master agreements.

If partner inputs were specified in the terms of reference, the contractor is obliged to notify GIZ of this without delay in text form and to inform GIZ of the effects on performance of the contract if these partner inputs are not, not fully or not properly provided, or if further inputs in addition to these partner inputs are granted; if the GIZ country office confirms that the inputs have not been provided as planned, GIZ and the contractor enter into a supplementary agreement on the impact of this situation on the contractually agreed remuneration items. If partner inputs are not, not fully or not properly provided, the contractor must make specific proposals to GIZ on what measures should be taken, with due consideration of the advantages and disadvantages.

8 Assignment of experts

8.1 Key experts and non-key experts

The contractor assigns key experts and non-key experts to provide services. ‘Key experts’ are experts who are identified as such in the terms of reference.

8.2 Qualifications of the assigned experts

The contractor is obliged to assign only such experts as are trustworthy and have the knowledge and professional experience specified in the terms of reference and in the contractor’s tender.

8.3 Duty of the contractor to provide information and assignment planning by the contractor

The contractor must ensure that the assigned experts are adequately informed of the security situation in the country of assignment as well as of the contractual provisions on information security. If participation by the contractor and/or its experts in special preparatory courses is agreed, the preparation period does not form part of the period of assignment.

In addition, the contractor must decide independently on the specific assignment periods of the experts within the framework of the expert days used by GIZ, taking into account the project requirements. If necessary, it coordinates with GIZ and/or the lead executing agency.

8.4 Assignment and replacement of experts at the contractor’s request

For the assignment and replacement of experts, the contractor must submit a personnel proposal (expert, job description, start of the assignment and number of expert days) to GIZ for approval in text form; in the case of key experts, however, this approval does not replace the amendment to the contract in written form required for the replacement of key experts in accordance with section 1.2.

The new expert must have at least the same qualifications as stated by the contractor for the replaced expert in its tender or, if the tender is not personalised, the new expert must have at least the qualifications laid down in the terms of reference. If this is not the case, GIZ may refuse to consent to the replacement.

If the expert offered as a replacement is equally well or better qualified, GIZ is not entitled to refuse the replace

ment provided the contractor can prove that there is compelling reason for the proposed replacement.

If GIZ, for legitimate reasons, has refused to consent to a replacement before the contractual start of the performance period in accordance with this section 8.4, and it is anticipated that the expert in question will not provide the services owed after the contractual start of the service period, GIZ may withdraw from the contract.

If GIZ, for legitimate reasons, refuses to consent to a replacement in accordance with this section 8.4, and the expert in question does not start work after the contractual start of the performance period, GIZ may terminate the contract instead; in this case, responsibility for termination is deemed to lie with the contractor.

8.5 Replacement of an expert at GIZ's request for a compelling reason

(a) Die GIZ may demand the replacement of an expert if there is a compelling reason for doing so. In particular, a compelling reason is deemed to exist in the meaning of this section 8.5: if the expert does not have the professional, language or personal qualifications stated in the contractor's tender or does not meet the requirements for the provision of the services in terms of health,

(b) if the expert's conduct is detrimental to the interests of the Federal Republic of Germany or of the ultimate commissioning party/client, or is objected to for understandable reasons by the government of the country of assignment or the lead executing agency;

(c) if the expert contravenes the duties to be imposed on him/her by the contractor under these Special Terms and Conditions of GIZ despite having been required by the government and/or lead executing agency to conduct himself/herself in accordance with his/her duties, or if GIZ has complained about the expert's conduct to the contractor.

The contractor shall bear all additional costs incurred due to a need for a replacement for a compelling reason, as well as any additional expenses arising for replacement personnel. If an expert is replaced following an objection by the government of the country of assignment or the lead excecuting agency, the contractor bears these costs only if it or its expert is responsible for the objection. If neither the contractor nor the expert is responsible for the objection, GIZ shall reimburse the unavoidable expenses incurred in connection with the replacement. If these involve salary or ancillary salary expenses for the replaced expert, these are considered avoidable if they arise more than two months after GIZ´s request for replacement, unless the contractor can prove that the costs incurred beyond this period were unavoidable and that the contractor was unable to assign the expert elsewhere.

8.6 Replacement of an expert at GIZ's request for other reasons

GIZ may also demand the replacement of one of the contractor's experts in text form for reasons not associated with the expert's conduct or qualifications (e.g. for political reasons or in the event of a crisis). In such cases, GIZ will reimburse to the contractor any unavoidable expenses associated with the replacement. If these involve salary or ancillary salary expenses for the replaced expert, these are considered avoidable if they arise more than two months after GIZ's request for replacement, unless the contractor can prove that the costs in incurred beyond this period were unavoidable and that the contractor was unable to assign the expert elsewhere.

8.7 **Assignment of a new expert after GIZ's request for replacement; refusal of performance and termination in the absence of replacement**

In the event of a request for replacement in accordance with sections 8.5 and 8.6 above, the contractor must cease the assignment of the previous expert at a time to be determined by GIZ. Furthermore, the contractor must arrange for the previous expert to leave the country of assignment ahead of schedule in accordance with GIZ's instructions provided there is a compelling reason for the departure.

In addition, in the event of a request for replacement in accordance with sections 8.5 and 8.6 above, the contractor must assign a new expert without delay, at the latest however no later than three months after receipt of the request for replacement unless this is explicitly not desired by GIZ; section 8.4 (1) applies accordingly. After expiry of this time limit, GIZ is entitled to refuse to accept the contractor's performance in this respect; in this case, responsibility

for termination is deemed lie with the contractor.

9 Special obligations relating to the performance of the contract in the country of assignment

If services are to be provided in the country of assignment, the following provisions (sections 9.1 to 9.7) shall apply:

9.1 Obligations with regard to the conduct of seconded experts in the country of assignment

The contractor must undertake to ensure that the experts it seconds to the country of assignment:

(i) to the best of their ability, contribute to the achievement of the goals laid down in Article 55 of the United Nations Charter and to the achievement of the project objectives,

(ii) refrain from any interference in the internal affairs of the country of assignment,

(iii) comply with the laws of the country of assignment,

(iv) respect the customs and traditions of the country of assignment,

(v) cooperate in a spirit of trust with the authorities of the country of assignment, in particular the lead executing agency, and

(vi) do not engage in any economic activity in the country of assignment other than the activities covered by the contract GIZ may refuse consent in justified cases only.

The same obligations apply to the contractor itself if it is a natural person.

9.2 Cooperation with other institutions

The contractor and the assigned experts are obliged to cooperate with the German mission abroad, specialists working in the country of assignment, representatives of the Federal Republic of Germany working in the country of assignment and, where relevant for performance, with representatives and experts of multilateral or other organisations.

9.3 Notification of travel dates

The arrival and departure dates of the assigned experts must be reported to GIZ in text form without delay, as a rule at least one week before the start of the trip.

9.4 Protective measures, health requirements

The contractor is responsible for ensuring that it and its assigned experts meet the health requirements for the country of assignment. In particular, the contractor is obliged to arrange the necessary vaccinations required for entry of the seconded experts into the country of assignment. The contractor must provide evidence of compli ance with this provision if requested by GIZ. If GIZ offers a security briefing, the contractor and seconded experts are obliged to attend.

9.5 Obligation to notify in country of assignment

After arrival in the country of assignment, the contractor must ensure that it or the assigned experts immediately inform the commission manager in text form of the duration and location of their stay and their contact details, and also send the information in copy to the shared mailbox stipulated in Annex 5 of these Terms and Conditions.

The contractor must ensure that it or the experts it assigns register itself/themselves and any accompanying family and household members with the responsible embassy, e.g. using the electronic registration system for Germans abroad (ELEFAND emergency contact list).

In the case of an assignment for an uninterrupted period of more than three months or at GIZ’s request, the contractor must also notify the responsible German mission abroad as well as the lead executing agency of the contractor’s tasks and activity in the country of assignment within the framework of the contract, stating the project number or project title as well as the names, occupations and arrival dates of the experts assigned by the contractor.

Any extensions or termination of the assignment must be reported in the same manner.

9.6 Security precautions and crisis management

Before the outward journey, the contractor must provide the experts and any accompanying family members over the age of eighteen who reside permanently with them in the household and who will travel to the country of assignment with a copy of the instruction sheet on security precautions and emergencies and crises abroad (Annex 6), along with the contact information sheet in the event of an emergency or crisis (Annex 7). The contractor must ensure that it and the persons listed above comply with the regulations set out in the instruction sheet.

Using the specified data sheet (Annex 8 to these Terms and Conditions) the contractor is obliged to provide information to GIZ on request at any time on the assigned experts, the experts' accompanying family members and the persons residing permanently with them in the household and who are currently living in the country of assignment within the framework of the contract with GIZ. In the event of an emergency or crisis, the data must be reported to GIZ's crisis officer (krisenbeauftragter@giz.de) immediately, at the latest within six hours of a re quest (no specified template) from GIZ.

To ensure a rapid local response in an emergency or crisis, it is recommended that the contractor and the assigned experts enter the most important information in a Personal Data Sheet (Annex 9 to these Terms and Conditions) and deposit this with GIZ in the country of assignment for the duration of the assignment. The Per sonal Data Sheet can either be handed over in a sealed envelope to the security risk management team on site or sent by https://filetransfer.giz.de/Start?1 to the team's shared mailbox in the country of assignment.

The contractor is obliged to obtain information on the options for registering with GIZ's Emergency Mass Notification System (EMNS) during its period of assignment abroad. The contractor may obtain the necessary access data from the GIZ country office in the country of assignment or by submitting a request for these data to emns@giz.de. To the extent possible, GIZ must integrate the contractor and its experts into the security system used in the country of assignment.

9.7 Conduct in a crisis

GIZ may order immediate departure from the country of assignment if it believes this to be necessary for crisis related or political reasons. In such cases, the contractor and the assigned experts must follow GIZ's instructions without delay, leave the country if necessary and participate in any evacuation measures. In the event of a withdrawal from the crisis area, any official return is subject to prior approval by GIZ in text form.

If the contractor and/or the assigned experts do not comply with the obligations under this provision, GIZ can suspend payments to the contractor and may demand that the contractor reimburse any additional expenses incurred by GIZ and/or the German Federal Government as a result of such failure to comply. In this event, GIZ is also entitled to terminate the contract; responsibility for termination is deemed to lie with the contractor.

10 Information and reporting obligations

10.1 Reporting obligations

The contractor must submit punctually to GIZ the different reports specified in the contract at the stated intervals and in the required format.

10.2 Required content

All reports and the associated documents must clearly indicate the ultimate commissioning party/client, any other donors and GIZ as the contracting party. The reports must be concise and limited to information directly relevant to the contract. The reports are to state the degree to which objectives are achieved. They must be dated, and hard copies need to be signed. Any sources and references must be stated.

10.3 Special reports

In addition to section 7 of the EVB-IT Service Terms and Conditions, if there are important reasons for doing so, the contractor must inform GIZ without delay and produce special reports without prior request . Important reasons

are above all:

(i) situations that could delay performance of the contract or make performance impossible,

(ii) situations that could jeopardise the achievement of the project objectives,

(iii) significant breaches by the contractor of GIZ's Code of Conduct, attached as Annex 3 to these Terms and Conditions,

(iv) any other important time-related, financial, technical or development-policy changes during performance of the contract or

(v) significant risks to the safety or health of assigned staff.

There is no additional remuneration for special reports.

10.4 Obligation of the contractor to report on the status of the contract

GIZ may at any time review the status and results of the performance of the contract, including the associated accounting records and any project-related special accounts. The contractor must keep the necessary documents available and provide GIZ with copies of these documents as well as any necessary information on request. If requested by GIZ, the contractor must provide information to other institutions or persons and organizations contracted by GIZ and must facilitate audits. The contractor is obliged to cooperate appropriately in any such audits.

10.5 Reporting information security incidents

The contractor must inform GIZ (informationsecuritymanagement@giz.de) without delay about the occurrence and extent of any information security incidents that (also) concern GIZ information or information of the lead executing agency.

An information security incident is an event that could negatively impact information security, for example through the unauthorized inspection, disclosure, modification or deletion of information, or the disruption of access to information.

11 Procurement of materials and equipment, services and works by the contractor

11.1 Principles of procurement

In connection with the contract, the contractor may place orders (including subcontracts) only with suitable contractual partners, about whose reliability there are no doubts and on the basis of competition and cost-effectiveness. In procurement processes, the contractor must ensure transparency, equality of treatment, the eligibility of tenderers and sustainability. From an estimated contract value of EUR 1,000 upwards excluding VAT, the contractor must invite at least three suitable companies to submit tenders unless the subcontractor is identified by name in the contract documents or the contractor can prove at GIZ's request that the contract award is cost effective even without issuing an invitation to tender to at least three suitable companies. The procurement process must be documented accordingly.

11.2 **Warranty agreements**

When procuring materials and equipment, services and works in connection with the contract, the contractor is obliged to enter into warranty agreements with the respective contractual partners that do not place the contractor in a less advantageous position than other clients in comparable transactions. The contractor must assign its warranty claims arising from these contracts to GIZ or a body designated by GIZ (e.g. the lead executing agency) and support GIZ in asserting any such claims; the contractor's declaration of assignment and acceptance of the assignment must be documented in the handover record.

11.3 **Use of materials and equipment**

With the exception of the materials and equipment that – in accordance with the contractual provisions – must be handed over to the lead executing agency immediately upon arrival in the country of assignment, all materials and equipment that are procured under the contract must be available for the contractor's use until the end of the

performance period. The contractor must treat materials and equipment with all due and customary care and label items as specified by GIZ. The contractor bears the risk of loss of or damage to any materials and equipment. The private use of materials and equipment by the contractor and its experts is prohibited.

11.4 Inventories

The contractor must take an inventory (Annex 10 to these Terms and Conditions) of all items of equipment and replacement parts with a purchase price in excess of EUR 1,000 excluding VAT unless they are handed over to the lead executing agency immediately upon their arrival in the country of assignment.

11.5 Handover of materials and equipment

As contractually agreed, the contractor is obliged to hand over the materials and equipment to the recipient named in the contract either after their arrival in the country of assignment or at the end of the performance period, and to transfer ownership of the materials and equipment to the recipient. The contractor is obliged to notify the recipient named in the contract about the proper handling and disposal of the materials and equipment.

The contractor must document the handover on the form provided in Annex 11 to these Terms and Conditions and submit the completed form to GIZ at the latest with the final invoice. If it becomes apparent that acceptance of the handover will be refused or if the refusal becomes final, the contractor is obliged to notify the GIZ country office without delay. If the handover refusal becomes final, the contractor is obliged to hand over the materials and equipment to another institution to be specified by GIZ and to inform this institution in accordance with paragraph 1, sentence 2 above.

12 Compliance with legal regulations relating to the import and export of materials

When importing and exporting materials and equipment, the contractor must comply with all applicable statutory provisions, in particular foreign trade and customs regulations.

13 Confidentiality, integrity and availability of information

Technical and organizational measures must be put in place to adequately protect information in terms of confidentiality, integrity and availability.

In particular, when using visual display units within the framework of contract performance, the contractor must ensure that the place of use is adequately secure and that the units cannot be used by unauthorized third parties. It is also important to ensure (e.g. by using privacy filters) that unauthorized third parties are unable to see any information.

14 Applicability of legislation on public sector pricing in the context of Federal Government contracts

The Federal Republic of Germany stipulates that Regulation PR 30/53 on Prices for Public Contracts dated 21 November 1953 – Bundesanzeiger (federal gazette) entry no. 244 dated 18 December 1953 – with the Guiding Principles for Pricing on the Basis of Prime Costs must be applied in all the commissions it awards to GIZ, including those where goods and/or services and works are provided indirectly. If the contract is a subcontract to a Federal Government contract and the contractor is based in Germany, the amounts invoiced by the con tractor are subject to price verification by the competent price authority.

15 VAT on services and works provided by the contractor

In addition to the contractually agreed price, the contractor may invoice VAT at the statutory rate for the services and works it is providing unless the contractor itself can or could have claimed an exemption for this.

The contractor is also not entitled to claim reimbursement of VAT from GIZ if an exemption or reimbursement to which GIZ would have been entitled fails for a reason for which the contractor is responsible (e.g. in the event of late submission of the invoice).

It is the contractor’s responsibility to enquire in good time about the requirements for any exemption or reimburse-

ment procedures that are to be carried out either by the contractor itself or by GIZ. If requested by GIZ, the contractor is also obliged to cooperate with GIZ if it applies for an exemption from or reimbursement of VAT.

GIZ will reimburse VAT to the contractor only if the contractor confirms its tax liability when the invoice is issued. At GIZ's request, the contractor must also provide GIZ with evidence of the payment of VAT by submitting a certificate that is generally required in the country along with all information needed to verify the certificate.

Any VAT levied by a third country (as defined in section 1.1 of these Special Terms and Conditions of the GIZ) will only be reimbursed if and to the extent it has been specified in the price schedule.

This section applies correspondingly to other indirect taxes.

16 Price reductions

Rebates, discounts, refunds, tax concessions or refunds and all other price reductions obtained by the contractor in providing services and works, the costs of which are reimbursed by GIZ, must be availed of and passed on to GIZ or deducted from the invoice.

17 Travel expenses

17.1 Transfer and visa acquisition costs

The costs of air travel for contractually agreed international, regional and domestic flights as well as the transfer costs incurred in this connection (e.g. for journeys by rail or taxi) and the cost of acquiring any visas necessary in connection with the contract will be reimbursed in line with the contractual agreement – either as the sum of costs for which evidence is presented or as a lump sum, the amount of which is laid out in the contract. If there is a contractual agreement to reimburse costs based on the amount for which evidence is presented, GIZ will only provide reimbursement if the contractor has complied with the following requirements:

(i) Air travel by contractors and seconded experts must always be in economy class.

(ii) In derogation from (i), the contractor is entitled to book and invoice premium economy class for long-haul flights by the contractor or seconded experts if the flight time is 6 hours or more (excluding interruptions or stopovers). If premium economy class is not offered on the long-haul flight, business class can be booked and invoiced as an exception.

(iii) The contractor is not entitled to charge for first-class air travel.

The cost of CO2emissions compensation certificates incurred for these flights is reimbursed based on the amount for which evidence is presented.

The contractor and seconded experts can choose to use a different mode of transport in the interests of sustainability provided the use of such a mode of transport is possible and appropriate in the situation. The costs of travel between the residence and workplace in the country of assignment and the costs of private travel will not be reimbursed.

17.2 Per-diem allowance

GIZ pays the contractor per-diem lump sum allowances in line with the contractually agreed amount for the expert days worked in the country of assignment, the days of arrival and departure, as well as for other days necessitated by the contract that are spent in the country of assignment (e.g. weekends, public holidays). Information on such days is recorded separately in the time record in accordance with section 19.3.

The per diem is not paid if GIZ or the lead executing agency or a third party commissioned by the lead executing agency covers the costs of subsistence for a conference or an event during the assignment in the country in question.

17.3 Overnight accommodation allowance

If overnight stays are required under the contract, GIZ will pay the contractor the contractually agreed overnight accommodation allowance. Information on such overnight stays is stored separately in the time record in accordance with section 19.3.

The overnight accommodation allowance is not paid if accommodation is provided without charge by GIZ, the lead executing agency or other third parties involved in implementing the project.

18 Other costs

18.1 Procurement of materials and equipment

GIZ will reimburse the costs of items of equipment and replacement parts including transportation and insurance to the extent agreed in the contract and up to the amount for which evidence is provided, in accordance with the agreed procurement list and on presentation of the following documents:

(i) invoices received/purchase receipts;

(ii) shipping documents including the necessary export documents;

(iii) handover record (Annex 11).

For procurements exceeding EUR 50,000, a justification and evaluation of the award procedure must also be shown on GIZ’s award note (Annex 15 to these Terms and Conditions).

18.2 Workshops, training

The costs of contractually agreed workshops and training events organized by the contractor are reimbursed on the basis of the costs for which evidence is presented.

18.3 Other costs

Other costs will only be reimbursed if and to the extent they have been contractually agreed.

18.4 Flexible remuneration item

If a flexible remuneration item is contractually agreed and provided GIZ has consented in text form to its use in relation to the corresponding budget line, the contractor is permitted to exceed the contractually agreed quantities or the budgets specified by GIZ in the price schedule by drawing on the budget of the flexible remuneration item. The flexible remuneration item must not be used to increase fees or lump sum rates.

18.5 VAT charged by third parties and other indirect taxes

On production of proof and in accordance with the statutory provisions, GIZ will reimburse the contractor for VAT and other indirect taxes incurred within the scope of the respective budget items and which have been paid by the contractor based on invoices issued to the contractor by its contractual partners. If the contractor is a consortium, the same applies to indirect taxes invoiced to the contractor by a consortium partner.

This only applies if neither the contractor nor its contractual partner can or could have claimed an exemption or reimbursement (e.g. input tax deduction). When invoicing GIZ, the contractor must confirm that this requirement has been fulfilled.

19 Invoicing and terms of payment

19.1 Presentation of invoices

The contractor bills GIZ for its services and works using invoices that meet all applicable legal requirements. With

regard to settlement, the settlement requirements (Annex 16 to these Terms and Conditions) must be observed.

Invoices are to be submitted electronically (for further information, see Annex 16 to these Terms and Conditions). This provision does not apply if invoices are to be issued in a different form, either in accordance with the applicable statutory provisions or with the requirements of the applicable exemption or reimbursement procedures; in such cases, the contractor must observe these alternative procedures.

If, in accordance with the applicable statutory provisions, invoices are to be issued in a currency other than the euro, the applicable exchange rate is the European Commission's monthly booking rate for the euro (InforEuro) on the day the invoice was issued.

19.2 Settlement of VAT

VAT and any other indirect taxes must be shown separately in the invoices in accordance with the applicable statutory provisions.

19.3 Time records

The fee and any contract-related per-diem or overnight accommodation allowances payable are invoiced on the basis of a time record (Annex 17 to these Terms and Conditions) in which the contractor enters the number of expert days.

19.4 Final invoice

The contractor is obliged to submit the final invoice without delay and in any event not later than six weeks after the contractual end of the performance period. However, the contractor may submit the final invoice to GIZ once the services and works have been completed. The final invoice must contain all the contractor's claims for remuneration, be verifiable and include all the necessary information (with all the required receipts/vouchers). The final payment is made on submission of the final invoice in due form and after the performance of all contractual obligations by the contractor.

Any amounts overpaid by GIZ to the contractor must be repaid to GIZ by the contractor without delay after the final invoice.

If the contractor has not yet fully reimbursed an advance payment received from GIZ and the contractor does not submit the final invoice to GIZ within 15 days despite having received a reminder from GIZ, the contractor is obliged to immediately repay the portion of the advance payment that has not yet been reimbursed.

19.5 Settlement of expenses in foreign currencies

Any costs incurred in a foreign currency will be reimbursed to the contractor by GIZ in euro on the basis of the corresponding exchange rate published by the European Central Bank at the time the costs were incurred.

20 Price adjustment

Unless otherwise provided, the following shall apply in deviation from section 9.5 of the EVB-IT Standard Business Terms for IT Services (EVB-IT-Dienst AGB); Provided that:

- the contractual term is extended by at least one year through the exercise of an option or by agreement between the contracting parties, and
- the contract value increases by at least ten per cent of the original contract value and
- a separate remuneration for optional contract extension has not already been foreseen in the contract:

an increase in remuneration may be announced for the first time 21 months after the contract start; further increases may be announced no earlier than 21 months after the previous increase took effect. An increase becomes effective

three months after it has been announced. The increase must be reasonable and may not run contrary to the market trend relevant for the service and may amount to no more than 3% of the remuneration applicable at the time the increase is announced.

21 Interruption at GIZ´s request

GIZ may at any time order a complete or partial interruption of the activity for political or other reasons. The contractor must comply with the order and take all necessary measures to keep its expenses as low as possible. This interruption may be lifted by GIZ at any time.

If the interruption affects a significant part of the contract and persists for more than three months, the contractor may terminate the contract with immediate effect after this period.

All services and works already provided by the contractor up to the time the interruption is ordered will be remu-nerated by GIZ in accordance with section 17 and 18 of these Terms and Conditions and section 9.2. of the EVB-IT- Standard Business Terms for IT Services (EVB-IT-Dienst AGB).

During the interruption, GIZ will not pay any remuneration for activities that are interrupted on GIZ's in-struction. Instead of paying the individual remuneration items, GIZ will reimburse the contractor for rea-sonable and una-voidable expenses incurred by the contractor during the period of interruption on presen-tation of evidence. Re-imbursement will be provided up to a maximum of the amount of the relevant indi-vidual and total remuneration items agreed in the price schedule. The same applies in the event of termi-nation by the contractor in accordance with this section up to a maximum of two months following termi-nation of the contract.

All further claims are excluded.

22 Force majeure

If force majeure arises, the contractual obligations – insofar as they are affected by the event in question – will be suspended for as long as it remains impossible to render the services due to force majeure; during the interruption, GIZ will not pay any remuneration for the activities affected by this situation. The contrac-tor must notify GIZ immediately of the force majeure event. If it is anticipated that, due to force majeure, the provision of services and works will become impossible with regard to essential parts of the contract for the duration of the contractually agreed service period, or if the force majeure event affects a significant part of the contract for more than three months, both contracting parties are entitled to terminate the con-tract without further notice. If one of the parties to the contract terminates the contract in accordance with this section 22, GIZ will remunerate all of the services already provided by the contractor up to the termi-nation of the contract in accordance with sections 17 and 18 of these Special Terms and Conditions of the GIZ and sec. 9.2 of the EVB-IT Standard Business Terms for IT Services (EVB-IT-Dienst AGB).

If force majeure arises, GIZ will also reimburse the contractor for the costs set out in sections 17 and 18 of these Terms and Conditions of the GIZ that are incurred up to a maximum of two months after termination of the contract as a result of the orderly performance of the contract, provided and to the extent GIZ consents to this before the costs are incurred or subsequently consents to them. The contractor is obliged to take all necessary measures to keep such costs as low as possible. Reimbursement in accordance with this paragraph is provided up to a maximum of the amount of the relevant individual and total remuneration items agreed in each case in the price schedule.

If, due to force majeure, the activity is continued with GIZ's consent in another country than the country of assign-ment, payment of the contractually fee will continue in accordance with section 19.2 of the EVB-IT Standard Busi-ness Terms for IT Services (EVB-IT-Dienst AGB). The payment of other remuneration items in accordance with sections 17 und 18 of these Terms and Conditions will continue for up to three months at the contractually agreed

amount unless the cost of such items is reduced or can be eliminated altogether.

23 Protection of third parties

GIZ is entitled to claim for loss or damage suffered by the recipient of the works and services (e.g. lead executing agency) as a result of non-compliance by the contractor with the contractual obligations.

24 Prohibition of assignment by the contractor

The contractor is not entitled to assign claims under the contract unless it has obtained GIZ's prior approval in written form.

25 Severability clause

Should individual provisions of the contract be or become invalid or unenforceable, the validity of all other provisions under the contract remain unaffected. The invalid or unenforceable provision is to be replaced by a valid and enforceable rule the effects of which most closely replicate the economic objective pursued by the contractual parties with the invalid or unenforceable provision. This applies accordingly if it emerges that the contract has gaps or omissions.

26 Place of jurisdiction

The exclusive place of jurisdiction is Frankfurt am Main if the contractor is a merchant, legal entity or special fund under public law, or does not have a general place of jurisdiction in the Federal Republic of Germany. The same applies if, after entering into the contract, the contractor relocates its domicile or seat or habitual residence from the Federal Republic of Germany to a location abroad, or if its domicile or seat or habitual residence is not known at the time of instituting proceedings. GIZ may also institute proceedings against the contractor before the competent court for the domicile or seat of the contractor or its habitual residence.

27 Annexes **to the Terms and Conditions**

The following annexes constitute an integral part of these Terms and Conditions:

1. Agreement on the fulfilment of obligations under Article 26 of the EU General Data Protection Regulation (GDPR)
2. Information sheet on processing personal data within the scope of GIZ contracts
3. Code of Conduct for GIZ Contractors
4. [not applicable]
5. Information on shared mailboxes for managing security risks
6. Information sheet on security precautions and emergency and crisis incidents abroad
7. Contact information in the event of an emergency or crisis
8. Reachability form
9. Personal Data Sheet
10. Inventory list
11. Handover record
12. [not applicable]
13. [not applicable]
14. [not applicable]
15. Award note
16. Settlement requirements
17. Time record

The relevant forms and documents of the above annexes to the Terms and Conditions can be found on the GIZ website at *www.giz.de > Partner with us > Become a contractor > Services and construction work* https://www.giz.de/en/partner/contractor/services-construction-work#downloads