

## Contract

between the

Client  
(hereinafter referred to as "CIR")

Christliche Initiative Romero e.V.  
Schillerstr. 44a  
48155 Münster

And the

Contractor

is agreed as follows:

### §1 Subject of the contract

The subject of the contract is the following agreements:

- this contract
- ANNEX 1 Contractor's offer including service description, terms of references, budget and explanation of the skills and experience of the employees responsible for the service
- ANNEX 2 Declaration of nationality
- ANNEX 3 Code of Conduct
- ANNEX 4 Declaration of reliability

### §2 Contractor services

(1) The services to be provided by the contractor are in accordance with the submitted binding offer (ANNEX 1).

(2) The contractor is obliged to comply with the rules and regulations stated in annexes 2-4.

### §3 CIR services

(1) The CIR is obliged to provide the contractor with the data, product information and templates essential for the provision of services in accordance with Section 2.

(2) After completion, CIR is obliged to accept the service provided that the service does not have any significant defects.

(3) The CIR is obliged to transfer the instalments to the contractor according to the offer without any delay.

(4) The CIR is obliged to immediately notify the contractor of all changes, modifications and postponements relating to the international EU project that are significant for the contractor and to seek solutions in agreement with the contractor.

### §3 Exclusion criteria

The contractor guarantees that it is not in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1.1 (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide of the EU ([2. Basic rules - EXACT External Wiki - EN - EC Public Wiki \(europa.eu\)](https://ec.europa.eu/eu-external-wiki/wiki/Basic_rules_-_EXACT_External_Wiki_-_EN_-_EC_Public_Wiki_(europa.eu))).

### §4 Subcontractors

If the contractor intends to have parts of the service carried out by subcontractors, it must specify in its offer the type and scope of the services to be carried out by the subcontractor and name the subcontractors intended for this purpose and their competencies. If subcontractors are commissioned later, CIR must be asked for written approval before commissioning. The contractor must ensure compliance with all formal rules, specifications and criteria, including the nationality rule and the absence of grounds for exclusion of the subcontractor. Upon request, the contractor must also provide the required proof of suitability for the subcontractors in terms of the skills and experience of the staff that were submitted when the offer was submitted.

### §5 Language

Fulfilment of the contract requires communication in English.

### §6 Payments

>Dates and amounts of the individual instalments are entered in accordance with the offer submitted by the contractor<

### **§7 Granting of rights of use**

- (1) The contractor grants CIR the right of use of the MEAL work results.
- (2) The CIR can transfer the right to the consortium partners of the EU project and to the European Commission as donor of the action.

### **§ 8 Liability**

- (1) The liability of the contractor and its representatives and vicarious agents for slightly negligent breaches of duty is excluded, with the exception of the violation of essential contractual obligations (so-called cardinal obligations), in the event of injury to life, body or health or in the case of claims arising from the Product Liability Act. Essential contractual obligations are those whose fulfilment makes proper implementation possible and on whose compliance the customer can rely. The contractor is not liable for the admissibility of content under competition and trademark law.
- (2) If defects in the contractor's service can be remedied, the contractor's obligation to pay compensation for these defects only arises if the CIR notifies the contractor in writing of the defects complained about and the contractor has not remedied the defects within ten working days.

### **§ 9 Confidentiality**

The contractor will treat all business transactions, documents and insights about CIR and other project members that come to its knowledge as strictly confidential. The obligation of confidentiality applies equally to all employees and/or third parties who have access to the aforementioned business transactions and documents. The obligation of confidentiality applies indefinitely beyond the duration of this contract.

### **§ 10 Term, termination**

- (1) The contract can be terminated in writing by either party at any time for good cause.
- (2) Such an important reason exists in particular if the contractor violates the obligations set out in Section 2 of this agreement or if the CIR violates the obligations under Section 3 and the payment obligations in accordance with Section 4 and in the event of a violation of the information provided in the self-declaration.
- (3) If a party terminates this contract extraordinarily, the service provided by the contractor will be billed according to the hours worked up to the time of termination. The contractor is obliged to repay the overpaid amounts.

### **§ 11 Final provisions**

- (1) Changes and additions to this contract, including the agreement to waive this written form requirement, must be in writing.
- (2) Should a provision of this contract be or become ineffective, the validity of the rest of the contract will not be affected. The invalid provision should be replaced by a regulation that comes closest to the will of the parties within the scope of what is legally possible. The same applies in the event of a regulatory gap.
- (3) The exclusive place of jurisdiction for all disputes between the parties arising from or in connection with this contract is Münster.

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Date, signature and stamp CIR

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Date, signature and stamp of the contractor