

FRAMEWORK AGREEMENT

Preparation of country-specific lists of auditors

between

Evangelisches Werk für Diakonie und Entwicklung e.V.

for Brot für die Welt

Caroline-Michaelis-Str. 1

10115 Berlin

Germany

VAT ID No.: DE147801862

- hereinafter: client -

and

Name:

Address:

VAT no. or tax number:

Phone:

Email:

- hereinafter: Framework agreement partner -.

Preamble

The client is active in more than 90 countries around the globe with Brot für die Welt, the aid organization of the Protestant regional and free churches in Germany and their diaconia. Together with local partners, Brot für die Welt helps poor, marginalized people and those affected by crises and natural disasters to improve their living conditions through their own efforts in more than 1,600 projects.

A central focus of Brot für die Welt's work is food security. Brot für die Welt supports the poor and rural population in achieving good yields with environmentally friendly and site-appropriate methods. In addition, Brot für die Welt is also committed to promoting education and health, access to water, strengthening democracy, respecting human rights, securing peace and preserving creation.

Through lobbying, public relations and educational work in Germany and Europe, attempts are made to influence political decisions in the interests of the poor and to create awareness of the need for a sustainable way of living and economy.

Brot für die Welt supports churches, christian organizations and other private institutions worldwide with financial contributions, personnel participation, expert consultation and the awarding of scholarships. These organizations participate in the building of a fair society, work against discrimination based on origin, gender and religious affiliation and assist people worldwide who live in

need and poverty, whose human dignity and rights are violated or who are threatened or currently affected by wars or other disasters.

Brot für die Welt supports its partner organizations with grants from the German Federal Ministry for Economic Cooperation and Development (BMZ), among others, as well as funds from the Protestant Church in Germany and donors. Brot für die Welt is accountable to these donors. Evidence of the use of the funds is provided in a semi-annual financial report by the partner organizations. These financial reports are audited locally by independent auditing firms. To ensure the quality of audits, country-specific reference lists of qualified auditing firms are drawn up from which partner organizations can select auditing firms.

Further information on the work of Brot für die Welt can be found at: www.brot-fuer-die-welt.de.

§ 1

Subject of the framework agreement

- (1) The subject matter of the framework agreement is the preparation and update of country-specific reference lists of auditing firms and the provision of an answering service on questions relevant to finance and auditing, and if required, other in accordance with Sections 1.3 of the Document "Invitation to tender".
- (2) Through a question and answer service, specific questions on financial management and auditing are answered by the framework agreement partner and technical support is provided for the preparation of documents on the subject of financial management and auditing.
- (3) In addition to these consulting services, the client may commission the framework agreement partner with the evaluation of "cold file reviews" of project audits carried out and with the preparation of newsletters with relevant information regarding auditing topics for the auditing firms on the reference list or for the project partners of Brot für die Welt.

Development of a new process design for quality assurance.

§ 2

Fundamentals of the contract

- (1) In order to ensure proper performance of the contract and to determine the mutual rights and obligations of the client and the framework agreement partner, the content of the contract shall be determined by the following contractual bases in the following order:
 - this framework agreement,
 - Invitation to tender
 - Terms of payment,
 - other contract and procurement documents from the award procedure
 - the tender submitted by the framework agreement partner in the award procedure
- (2) Specifications from the grant notifications, funding guidelines are to be observed. The provision of services shall be based on all statutory, public law and official regulations relevant to the subject matter of the contract.

§ 3

Individual contracts

- (1) Individual contracts are concluded on the basis of the framework agreement.
- (2) Services are provided only on the basis of individual contracts. Individual contracts shall be awarded separately, unless they are already awarded at the same time as the framework agreement is concluded. The individual contracts shall specify the details for the services covered thereby.
- (3) This framework agreement regulates the basis for the individual contracts and the essential conditions for the services to be provided, taking into account any changes arising during the term of the agreement and the concretization by the respective individual contract.
- (4) Individual contracts are awarded by the Consulting International Programs Unit, Programme Coordination Department, BfdW. Instructions may only be issued by the body that issued the respective individual contract. Instructions from third parties must not be followed. The framework agreement partner shall exclusively observe the instructions and orders of the client and implement them in its performance of services.
- (5) The framework agreement partner is obliged to fulfill the contracts [at the prices and conditions specified in its offer]. The framework agreement partner shall not be entitled to be commissioned with contracts.
- (6) Separate individual contracts may be awarded for the services under Sections 4 and 5 of the terms of reference.
- (7) The client shall specify the execution deadlines and performance periods (usually up to 12 months) in the individual contracts. There is a period of at least 2 weeks between the commissioning of the individual contract and the start of the service.

§ 4

Reporting duties

- (1) The framework agreement partner is obliged to continuously inform the client in an appropriate form and to provide documentation:

The framework agreement partner shall prepare a short report (cf. item 1.7 of the terms of reference).

- (2) The framework agreement partner is obliged to participate in coordination and consultation meetings with the client. Any payment of travel expenses by the client shall be made in accordance with the terms of payment.

§ 5

Liability insurance

- (1) The framework agreement partner shall take out professional liability insurance for professional liability cases with appropriate coverage and at least double maximization for property damage and financial loss, in accordance with the insurance conditions generally accepted in the Federal Republic of Germany, and maintain it during the framework agreement and the individual contracts. The insurance policies shall be concluded in such a way that damages resulting from

the contractual task are covered even if they only become apparent after the expiry of the contract period.

In the case of working groups, there must be insurance coverage for each member. Evidence of insurance coverage must be provided to the client immediately upon request. The framework agreement partner shall not be entitled to any benefits from the client before proof of insurance coverage has been provided. The client may make payments conditional upon proof of continued insurance coverage. If the framework agreement partner fails to provide evidence of the agreed insurance coverage or its maintenance despite being granted a grace period, the client shall be entitled to terminate the contract. The framework agreement partner is obliged to notify us immediately in writing if and to the extent that cover in the agreed amount no longer exists.

- (2) In the event that an individual order includes travel abroad, the framework agreement partner assures that there are no health concerns against travel by him to the countries concerned and that he observes and complies with the local vaccination regulations. If required, the framework agreement partner shall submit a tropical fitness certificate to the client.
- (3) The framework agreement partner is responsible for obtaining a required visa for the country to be travelled to in a timely manner.
- (4) There is no travel, illness and accident insurance cover for the framework agreement partner in Germany and abroad via the client. The framework agreement partner undertakes to provide the necessary insurance cover and to ensure that the insurance cover is also valid for countries to be travelled to, if applicable.
- (5) The framework agreement partner is also obligated to ensure that any technical equipment brought along (recording devices, laptop, cell phone, etc.) are adequately insured against loss, theft, damage and destruction.
- (6) The cost of any insurance coverage shall be borne by the Master Agreement Partner.
- (7) The client shall not be liable for any damages incurred by the framework agreement partner as a result of non-compliance with the aforementioned regulations.

§ 6

Liability

- (1) The Contractor shall assume liability and warranty for the proper performance of the services.
- (2) Unless otherwise stated below, claims of the framework agreement partner against the client for damages are excluded. Excluded from this are claims for damages arising from injury to life, limb or health if the client is responsible for the breach of duty and for other damages based on an intentional or grossly negligent breach of duty by the client.
- (3) Further claims of the framework agreement partner, irrespective of their legal basis (in particular claims arising from the breach of main and ancillary contractual obligations, reimbursement of expenses, tort and other tortious liability) shall be excluded; this shall apply in particular to claims arising from consequential damages and to claims for compensation for lost profits. This shall not apply if the client has breached a material contractual obligation (cardinal obligation) or if the client, its legal representative or vicarious agent is guilty of intent

or gross negligence. Material contractual obligations are obligations that protect the legal positions of the other party to the framework agreement that are material to the agreement and that the agreement is intended to grant to the other party in accordance with its content and purpose; essential contractual obligations are those obligations the fulfillment of which makes the proper execution of the agreement possible in the first place and on the observance of which the framework agreement partner has regularly relied and may rely.

- (4) In the event of liability on the part of the client in the event of a breach of essential contractual obligations, compensation for damages shall be limited to the foreseeable damage typical for the contract.

§ 7

Documents

- (1) Work results achieved or elaborations intended for publication are the property of the client.
- (2) Insofar as the framework agreement partner is entitled to a statutory copyright, it shall grant the client a right of use unlimited in terms of space and time, in particular for the reproduction, distribution and publication of the work. This includes the right to present the work on the Internet.
- (3) This granting of rights shall be compensated for by the payment of the agreed remuneration in accordance with § 8 of this framework agreement.

§ 8

Confidentiality Data Protection, Code of Conduct

- (1) The framework agreement partner undertakes to maintain secrecy about all information that has become known or becomes known in connection with the implementation of this agreement, in particular the business and operational or official concerns of the client and the partner organizations, even after the end of this agreement, and to use such knowledge only for the implementation of this agreement. He shall carefully store the documents provided to him during the term of the agreement, protect them from inspection and return them upon request after the end of this agreement. This shall also apply to the documents prepared by the framework agreement partner or the client for the purpose of fulfilling this agreement in the course of its performance. Any data carriers provided by the client must be returned. All stored data must be deleted after completion of the order, unless a retention obligation has been expressly agreed.
- (2) The framework agreement partner shall comply with applicable regulations on data protection. The framework agreement partner warrants that it will process personal data in accordance with organizational requirements and data protection principles as set out in **Annex 4**.
- (3) The framework agreement partner undertakes to recognize the fundamental principles of the "Code of Conduct of the Evangelisches Werk für Diakonie und Entwicklung " according to **Annex 5**, points 4-8 as guiding principles for action.

§ 9

Remuneration and invoicing

- (1) Remuneration is based on time and effort according to the contractually agreed daily rate.

Prior to the commencement of the individual contracts, the framework agreement partner shall provide the client with a planning and an effort estimate, on the basis of which an upper limit of the remuneration for the individual order shall be agreed. The upper limit may be exceeded only after prior written agreement with reference to this § 8 para. 2.

Invoicing takes place at the latest after completion of the individual contracts.

- (2) The "Terms of payment", which are an integral part of this agreement and attached hereto as **Annex 2**, shall apply for the invoicing of the remuneration, the costs to be reimbursed and payment modalities.
- (3) Invoices shall be submitted to the International Programs Advisory Unit.
- (4) The client shall make payments to the following account of the framework agreement partner:

Bank account holder:

Account number:

IBAN:

BIC (SWIFT code):

Name and address of the bank:

§ 10

Duties of notification

- (1) The framework agreement partner is obliged to inform the client if changes occur with regard to its eligibility and the existence of grounds for exclusion in accordance with the eligibility criteria and evidence required in the award procedure.
- (2) The use of subcontractors requires the prior consent of the client.

§ 11

Term and termination

- (1) The framework agreement runs until September 30 2026. The Client may request an extension of the Framework Agreement by up to 12 months beyond the end of the term mentioned above. The extension option must be received by the Contractor in writing by 30 June 2026. The term of individual contracts may extend beyond the end of the framework agreement.
- (2) The framework agreement may be terminated by either party four weeks before the end of the calendar year.
- (3) The framework agreement and each individual order may be terminated without notice,
 1. by the client, particularly
 - if the framework agreement partner fails to meet essential obligations relating to the same duty despite two warnings from the client. The warnings must be in writing and there must be a period of two weeks between them,
 - if, with regard to the award of the contract, the framework agreement partner has participated in anti-competitive practices within the meaning of the German Act against Restraints of Competition (Gesetz gegen Wettbewerbsbeschränkungen – GWB) or

- the behavior of the framework agreement partner threatens to damage the image and reputation of the client
2. by the framework agreement partner, in particular
 - if the client fails to meet its obligations despite two warnings from the framework agreement partner regarding the same obligation. The warnings must be in writing, with a period of at least two weeks between them.
 - if the client is more than two months in arrears with a payment obligation incumbent upon him despite two reminders
 3. by both parties in particular in the event of force majeure, the effect of which is such that, in the reasonable discretion of either party, the maintenance of the agreement cannot reasonably be expected in the long term or for any other good cause. Notice of termination must be given in writing. If a termination is caused by a party's culpable conduct in breach of the agreement, the party shall be obliged to compensate the other party for the damage caused by the termination of the agreement.
- (4) In the event of termination or other termination of the contractual relationship, the framework agreement partner shall complete its work as quickly as possible in such a way that it is possible for a third party to take over the services and continue the services without undue difficulty. The framework agreement partner shall provide the client with evidence of the complete performance status within fourteen calendar days after receipt of the notice of termination by submitting all services already performed (in particular planning documents). In all other respects, both contracting parties shall promote the execution of the contract as far as possible, in particular to take into account the interest of a contracting party in any necessary preservation of evidence and to provide the necessary information.
 - (5) Terminations must be made in writing.
 - (6) If the execution of this contract requires travel by the framework agreement partner and if the date for departure is delayed for reasons for which the framework agreement partner is responsible, no claim to remuneration shall arise for the period of the delay. Any additional costs incurred as a result, such as rebooking or cancellation fees, shall be borne by the framework agreement partner.
 - (7) If the execution of the contract becomes wholly or partially impossible for the framework agreement partner as a result of circumstances for which neither the framework agreement partner, nor the client or the organization to be advised are responsible (e.g. natural disasters, security situation in the country of residence), the framework agreement partner shall not be entitled to remuneration or shall only be entitled to remuneration in respect of the partial performance already rendered, insofar as this is usable for the client.

§ 12

Final provisions

- (1) Amendments or additions to this agreement must be made in writing to be legally effective.

- (2) If individual provisions of this framework agreement are invalid, the validity of the remaining provisions shall remain unaffected. The legally ineffective provision shall be replaced by the contracting parties with a legally effective provision that comes as close as possible to the legally ineffective provision in its effect.
- (3) German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. For the interpretation of the law, the contractual language is German. If, in addition to the German language version, other language versions of the framework agreement, its annexes, the contracts or other documents relevant to the execution of the contract exist, the German version shall take precedence over other language versions.
- (4) The place of jurisdiction is Berlin.

For the client:	
Place and date:	Name and signature:
Place and date:	Name and signature:

For the framework agreement partner:	
Place and date:	Name and signature:
Place and date:	Name and signature:

Attachments

1. Invitation to Tender and annexes
2. Terms of payment
3. Offer/tender of the framework agreement partner(s)
4. Organizational requirements and data protection principles
5. Code of Conduct of the Evangelischen Werkes für Diakonie und Entwicklung

EWDE jurisdiction over this contract:	
Work Unit:	
Contact person:	
Phone:	
Email:	