



Contract

Contract No.: 34000.408350.20-xxx

The following **Contract** is concluded

between

the Institute for Advanced Sustainability Studies e. V. (IASS)
Berliner Str. 130
14467 Potsdam,
Germany

represented by the Board of Directors

– the **Principal** –

and

[...]

– the **Contractor**.

I. Whereas

IASS's **Impact-R** (Impact-Driven & Action-Based Research: Establishing Collaborative Frameworks for Researchers, Impact Makers, and Sustainable Entrepreneurs) project aims to contribute to the interdisciplinary field of impact assessment in the sector of sustainable development, focusing on achievement of the Sustainable Development Goals (SDGs) that are directly related to access to energy (SDG7) and clean water and sanitation (SDG6). The goal of the project is to establish strong links between researchers and practitioners, especially in developing countries, investigating innovative assessment methodologies to enable different stakeholders (research institutions, local communities, development organizations, and international investors) to: (i) understand the needs of vulnerable populations; (ii) analyze the market with respect to different products and services; and (iii) establish procedures for organizations to track their achievements according to the latest standards.

XY (project coordinator) is working with the institution XYZ and ... [details of the institution]

II. Object of the contract

The Principal assigns the Contractor the execution of the works corresponding to the description of services of the Principal, from **DAY MONTH**, 2021:

1. **Preparation stage** | **Dates** : The Contractor will provide information concerning the outreach of the institution and discuss in a preparatory meeting the detailed workplan of the project and the overview of the logistics. This will include the target sample to be reached, as well as the number of sample units to be considered.
2. **Train the enumerators** | **Dates**: The Contractor will receive training on the data collection procedure and digital tools. The Contractor is responsible for replicating the training with the enumerators.
3. **Lead Data Collection Activities** | **Dates**: The Contractor is responsible for supervising the enumerators' activities during the data collection campaign and communicating with the Principal on a daily basis regarding updates on the project progress.

III. Term of contract

- 1) The contractual relationship is concluded for the period between **DATE** and June 30 2021, with the data collection taking place between February and April, 2021.
- 2) The contractual relationship ends on the date agreed upon, without requiring a special notice of termination.
- 3) In accordance with the offer of **DATE** the Contractor agrees to provide the service over the course of **XXX** working days.

I. Remuneration and payment

- 1) The Contractor will receive remuneration for his/her activities in the amount of **€ XY** (... EURO, ... cents). For Contractors residing outside Germany, VAT is usually not added.
- 1) The remuneration will be paid upon submission of an (interim) invoice on the basis of the services actually provided. The invoice shall include an invoice number, the Contractor's name and address, account details, a description of the activity (services/work performed, place, period), and, if the Contractor resides outside Germany, information on the "Reverse-Charge Procedure" (tax liability of the recipient of the services).
The invoicing address is as follows:

Institute for Advanced Sustainability Studies e.V. (IASS)
Berliner Straße 130
14467 Potsdam, Germany

- 2) The payment will be made in favor of:
[...]

to the following bank account:

Name:

Bank:

Bank address:

SWIFT code:

International Wire Transfer code:

Routing No:

Account No:

- 3) Each party shall bear their own transaction-related bank fees.
- 4) The Contractor is responsible for the compliance with all tax and social security obligations arising from this contract.

I. Termination of the contract

- 1) The Principal is entitled to terminate the contract at any time for good cause with immediate effect in whole or in part, but always in writing.
- 2) In the event of termination, the Principal shall inform the Contractor in writing whether and, if so, which, work has yet to be completed. The Contractor is obliged to carry out the corresponding work in accordance with the conditions of the terminated contract. The Contractor shall have no legal claim to terminating work already started.
- 3) The remuneration shall be limited to the services rendered by the Contractor up to the time of the effectiveness of the termination, as well as the services terminated on the basis of a written notification by the Customer pursuant to Para. 1.
- 4) In addition to the pro rata remuneration claims pursuant to Para. 3, the Contractor shall, in the event of termination, be entitled to residual compensation for additional, unremunerated work/services that it must perform in connection with the premature termination of the contract. The prerequisite for this claim is that the contractor is not responsible for the reasons that led to the termination and that after receipt of the termination notice, he did everything in his power to immediately terminate services that are no longer in the interest of the Principal. The claim to residual compensation for the processing of subcontracts shall only exist if the Contractor has terminated the subcontract relationship without undue delay. The provisions of this contract regarding remuneration shall apply to the same effect to the remaining compensation.
- 5) The Contractor shall be obliged to prove the facts that justify his claim to remuneration and/or residual compensation.
- 6) In the event of termination, the results of the Contractor's services are to be delivered or presented to the Principal without delay. The rights to these results are to be transferred to the Principal.

- 7) Any claims of the Contractor arising after termination shall become due as soon as the Contractor has fulfilled his obligations according to Para. 2.

I. Right of Use

In the event that a creative piece of work arises in the context of providing the service, the following shall apply:

- 1) The Contractor will grant the Principal the exclusive and unrestricted right of use of his/her own work results (i.e. photographs, designs/illustrations, logos, text and reports used in project publications, or training and educational materials). The right of use particularly includes the types of use mentioned in § 15 of the German Copyright Act (UrhG), as well as processing and redesigning. This right of use includes both tangible and intangible distribution through any know medium or in any other way.
- 2) The Principal is entitled to transfer the right of use to any third party, or to grant them basic right of use; this particularly applies for project partners who are financing these services, if applicable.
- 3) The Contractor ensures that the performed works are free from third party's rights and shall indemnify and hold the Principal harmless from and against any third party's claims in this respect.
- 4) The author is named as such in a suitable manner in any publication in whole or in parts of this work.

IX. Freedom from instructions

The Contractor is not subject to instructions from the Principal, insofar as this is not prescribed by the nature of the contract, during the fulfillment of the contract or in the implementation of the activities assumed by him/her with regard to the allocation of time and the organization of the sequence of activities. Conceptual elements, as well as substantial decisions, are, however, to be developed in line with consultations with the Principal.

X. Liability

- 1) The Principal is only liable for damages that the Contractor suffers in conjunction with the performance of the work if these damages are the result of gross negligence or willful misconduct by the Principal. Cases in which there is harm to life, body, or health are subject to legal provisions.
- 2) A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay
 1. is beyond the reasonable control of a party,
 2. materially affects the performance of any of its obligations under this agreement, and
 3. could not reasonably have been foreseen or provided against, but

the party will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

XI. Business and company secrets

The contracting parties and (if applicable) their vicarious agents are obliged to maintain secrecy towards third parties regarding business or company secrets, official matters, and all secret or protected data.

XII. Other stipulations

- 1) No implied, verbal, or written collateral agreements were agreed to. Changes or supplements to this contract take effect only if they are agreed to in writing. This is also true for a change to this written form of the stipulation clause.
- 2) Upon payment of the agreed upon remuneration, any claim by the Contractor shall be deemed satisfied if the Contractor does not declare a reservation within two weeks of receipt of payment.
- 3) The contract is subject to the laws of the Federal Republic of Germany; the legal venue is Potsdam.
- 4) Should one provision of this contract be or become ineffective, this does not affect the other provisions of the contract. The parties undertake the responsibility to replace the ineffective provision with a valid one that is as close as possible to the purpose of the omitted provision.

XIII. Components of the contract (as necessary)

The components of this contract are:

- This document
- The tender of the Contractor of [...] (Annex 1)
- The description of work by the Principal (Annex 2)

Potsdam, the.....

....., the

POA

IASS e. V., Board of Directors

Contractor

Annexes

Annex 1: The tender of the Contractor of [...]

Annex 2: The description of work by the Principal