



Supplementary Contract Conditions (Ergänzende Vertragsbedingungen – EVB)

1. Tasks / Work and Services

The Contractor performs the work and services listed in the *Description of Work and Services* according to the specifications and conditions outlined in the *Description of Work and Services*.

The Contractor will carry out the work and services incumbent on him/her on his/her own responsibility.

The Contractor shall fulfil this contract on the basis of the latest scientific and technological state of the art and apply his/her own knowledge and experience.

The Contractor is not authorized to make any declarations of intent, any arrangements or any promise on behalf of PTB or on behalf of the German party that German contributions will be made within the scope of the project, unless he/she has been explicitly commissioned to do so.

No information whatsoever may be given by the Contractor about the status of the project funds.

Absolute restraint is to be exercised in matters of political and domestic concern.

2. Execution and Time Periods

The Contractor shall provide all of his/her working materials himself/herself.

All necessary travel documents (e.g. visas, tickets, etc.) will be procured by the Contractor. In doing so, the most economic offers must be used. The airplane tickets will only be provided by the Client in exceptional circumstances.

The timely execution of possibly necessary medical examinations (including vaccinations) as well as the strict observance of prophylactic measures is the responsibility of the Contractor.

The Contractor must make sure himself/herself that sufficient health insurance coverage is granted for the planned stay abroad.

Additional insurances, if any (e.g. for personal accidents, illness, return transport in the case of illness, property insurance, etc.), must be concluded by the Contractor at his/her own expense.

Awarding services to third parties on behalf of the Contractor requires previous written permission by the Client. Any delays in the project or incurring costs related to subcontracting are the responsibility of the Contractor.

The Contractor undertakes to submit within the time limit the report/s which has/have to be prepared in written form. Should the report/s not be received within four weeks after the deadline, then the Client is entitled to reduce the remuneration by 10 %.

The Contractor transfers to the Client the rights of use of the report/s and of other work results elaborated within the framework of this contract. The Client reserves the right, among other things, to make the report/s and other work results completely or partially accessible to the Federal Ministry for Economic Cooperation and Development and to use it/them for his/her further work.

3. Remuneration / Reimbursement of Expenses / Modes of Payment

The remuneration becomes due after the work and services have been provided and the written report has been accepted by the Client. Payment of the remuneration and of any other possible expenses will be effected 30 days after the report/s has/have been accepted by the Client and a verifiable invoice has been received. This invoice must be broken down into the expert days that have actually been completed and lump sums.

This satisfies all costs of the Contractor, with the exception of the travel costs and, if agreed, expenses which have to be reimbursed as lump sums. This especially applies to taxes to be paid by the Contractor. The Contractor is responsible for complying with the tax and statutory social security provisions and any other provisions affecting him/her. He/she is responsible for the payment of incurring fees.

The necessary travel expenses for domestic and foreign travel as well as any expenses arising in connection with a travel will be settled analogously to the *Bundesreisekostengesetz* (BRKG) (German Travel Expenses Act), by presenting the receipts (hotel bills, railway tickets, etc.), plus the value-added tax (VAT) valid for the Contractor insofar as he/she is subject to tax. The application for travel expense compensation is to be submitted to the Client in written form within a preclusive time limit of six months using the "*Reisekostenabrechnung*" ("Claim for travel expenses") document form. The time limit begins on the day after completion of the travel. Payment of the travel expenses will be made after the travel expenses have been calculated on the basis of the submitted "*Reisekostenabrechnung*" form. [For air travel, the lowest booking class \(Economy Class\) will be reimbursed.](#)

[If official travel is combined with private travel, the travel cost allowance is the same as if only the official trip had taken place.](#)

[If the share of private travel exceeds five business days, only the costs incurred for carrying out the official business will be taken into account in the travel cost allowance.](#)

[You must provide a reference price for the round trip required for purely official purposes at the time the actual itinerary \(including both official and personal travel\) is booked.](#)

Any private use of benefits that the Contractor receives on the occasion of a travel arranged by the Client (e.g. discounts, bonuses, credit notes, etc.) is excluded (§3 para. 3 BRKG analogously)

4. Cancellation

(1) Until the tasks assumed by the Contractor have not been completely fulfilled, the Client is entitled to cancel the contract at any time.

(2) Should the Client cancel the contract for a reason the Contractor is not responsible for, then the Contractor is entitled to demand the remuneration that has been

agreed upon. The Contractor must, however, have the saved or saveable expenditures deducted as well as that which he/she (then) earns through other employment of his/her labour, or maliciously refrains from earning, as a result of cancellation of the contract.

(3) Should the Client cancel the contract for a reason the Contractor is responsible for, then the work and services provided by the Contractor until then will be remunerated proportionately, provided that they find application as partial accomplishment for the Client's above-mentioned project. The obligation to pay remuneration does not exist if the notice of cancellation has been given by the Client due to false declarations deliberately made by the Contractor.

This obligation of the Client to pay remuneration furthermore does not exist if the Client has to commission another contractor for execution of the project and if this new contractor has to, for factual reasons, redo the work proportionally which has been accomplished so far by the Contractor.

(4) The Client and the Contractor are entitled to cancel the present contract in written form if the accomplishment of the work and services incumbent on the Contractor is considerably hampered, endangered or impaired at the work site as a result of force majeure, unforeseeable at the time of conclusion of the contract. Force majeure includes fire, flooding, earthquakes, war, epidemics, any kind of military action, blockades, dispositions made by federal or local government bodies or changes in legislation that prevent fulfilment of the contract and which were not foreseeable prior to conclusion of the contract, or which could not be averted by adequate means at the time they occurred. The Contractor is obligated to immediately inform the Client if the contractual obligations cannot be fulfilled due to force majeure.

(5) In case of cancellation of the contract in accordance with subsection 4, the Contractor is entitled to a remuneration to the extent to which he/she has already provided utilizable work and services.

(6) The provisions made in subsections 2, 3 and 5 apply in the respective cases, accordingly, to expenditures of the Contractor.

5. Confidentiality

The Contractor is bound to discretion towards third parties on all information received within the scope of this contract, unless something else has been agreed upon.

6. Liability

The Client does not assume any liability whatsoever for bodily and/or material damages which the Contractor has incurred in connection with the contractual activity, provided that such an exemption from liability can be effectively agreed upon and provided that the damages are not due to gross negligence or deliberate misconduct on the part of the Client or his/her employees.

7. Further Obligations of the Contractor

If, within the scope of this contract, a stay on the premises of the Client is necessary, the Contractor undertakes to maintain discretion also on all official matters of the Client which do not affect the contents of this contract. This also applies to the time after completion of

this contract. Official documents, data carriers, drawings, illustrations as well as records of activities/operations, etc., which are not necessary for the fulfilment of the contract, are to be returned unasked at the end of the stay at the latest.

Furthermore, during the stay on the premises of the Client, all safety measures required by law, ordinances, accident prevention regulations or regulations of the Client are to be observed.

Any insurances are to be provided by the Contractor himself/herself. The Contractor undertakes to immediately inform the Client if:

- insolvency proceedings or comparable legal action has been initiated concerning his/her assets or such a petition has been made or this petition has been refused due to insufficient assets;
- he/she is in liquidation;
- he/she has not duly fulfilled his/her obligation to pay taxes and fees as well as statutory social security contributions (health, pension and unemployment insurance), including accident insurance;
- he/she has been sentenced – in accordance with Section 21 of the *Gesetz zur Bekämpfung der Schwarzarbeit und illegalen Beschäftigung* ("Act to Combat Illicit Work and Illegal Employment") – to imprisonment for more than three months or to a daily rated fine of more than 90 days, or a penalty of at least two thousand five hundred euros has been imposed on him/her; or
- he/she has committed severe misconduct which would call his/her reliability into question.

The Contractor is aware of the fact that deliberately withholding information or making a false declaration entitles the Client to immediately cancel this contract and to exclude the Contractor from future awarding procedures.

8. Other Agreements

The *Allgemeine Vertragsbedingungen für die Ausführung von Leistungen, Teil B (VOL/B)* ("General Contractual Terms and Conditions for the Execution of Work and Services, Part B") and the *Allgemeine Einkaufsbedingungen der Physikalisch-Technischen Bundesanstalt* ("General Conditions of Purchase of the Physikalisch-Technische Bundesanstalt") are an integral part of this awarding procedure and apply, in addition to these Supplementary Contract Conditions (*Ergänzende Vertragsbedingungen – EVB*), unless something else has been agreed upon.

The *Allgemeine Einkaufsbedingungen* ("General Conditions of Purchase of PTB") can be received upon request or be accessed on the Internet

in German under:

<http://einkauf.ptb.de>,

in English under:

https://www.ptb.de/cms/fileadmin/internet/fachabteilungen/abteilung_z/z11/ausschreibungen/AEB-en-2019-06-13.pdf

Amendments and supplements to this awarding procedure must be in written form.