



Framework contract

for **English language courses in the United Kingdom (UK) for lecturers at German universities** – Contract No. 100/2026:

between the

German Academic Exchange Service (DAAD)

Kennedyallee 50

D-53175 Bonn

– hereinafter referred to as the ‘Contracting Authority’ or ‘DAAD’ –

and

– hereinafter referred to as **the** “Contractor” –

– both hereinafter referred to as “the Parties” –



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Preamble

The Contractor has been awarded the contract in the tendering procedure conducted under award no. 100/2026. In accordance with general legal principles, the contract has been concluded upon the award of the contract. This contract document serves solely for documentary purposes.

§ 1 Subject matter

The subject matter of this contract is the provision of intensive English language courses for approximately 70 participants, who are lecturers at German universities, per year, including a cultural and regional studies programme, as well as the arrangement of accommodation (homestay) or assistance in finding hotels for course participants on site, and on-site participant support. The specific nature, duration and other relevant details of the respective language course are set out in the individual contract.

§ 2 Services to be provided by the Contractor and amendments/adjustments

- (1) The Contractor shall provide the services, in particular training and supporting programme services, in accordance with the terms of this contract. The Contractor undertakes to adhere to and implement the services offered in accordance with its teaching and support concepts.

The Contractor likewise undertakes to maintain the quality of the training room facilities throughout the entire duration of the contract.

- (2) Should the Contractor consider changes or adjustments to the concepts or accommodation necessary, they must notify the Client of this in good time and provide reasons. The adjustment/change must be cost-neutral. The Client shall review the need for the change or adjustment and inform the Contractor whether it agrees to the change or adjustment. The Client shall not unreasonably withhold its consent. The provision regarding price adjustments under Section 36 of the German Civil Code (§ 9) remains unaffected.

§ 3 Contractual Components

- (1) The following sets of rules shall apply to the performance of the contract, in descending order of priority:
 - a) A data processing agreement
 - b) The text of this framework contract
 - c) The content of the individual order
 - d) The service specification
 - e) The remaining tender documents
 - f) The General Terms and Conditions for the Performance of Services (VOL/B)
 - g) The contractor's tender, in particular the service catalogue and price table
- (2) Insofar as the above-mentioned documents have been amended as a result of tenderers' queries and the responses thereto, the amended version shall apply. In the event of contradictions or ambiguities between the above-mentioned sets of rules, the provision of the set of rules with higher hierarchical priority shall apply.

§ 4 Classification

- (1) The contractor is commissioned to carry out placement tests via an individual contract. To this end, the client shall complete the form and send it to the contractor in writing in accordance with Section 126b of the German Civil Code (BGB). The client is obliged to call off the contract provided that they have received a total of two or more registrations by the

registration deadline for ‘ ’ participants and it is not foreseeable that travel restrictions will prevent the course from taking place.

- (2) The Contractor shall not charge a fee for the service ‘Assessment of language skills’. However, once the placement test has been completed, the Client is obliged to book as many course sessions as necessary, or to request quotations for such sessions, to accommodate all those for whom a placement test has been arranged. This obligation does not apply to the extent that full coverage would require courses to be held with fewer than 6 participants. In this case, the contractor may refrain from commissioning courses that would have fewer than 6 participants.
- (3) If, based on the number of people for whom a placement test or a written assessment is to be arranged, the Contractor can see that covering their needs will require capacities exceeding the courses to be provided and the Contractor’s current capacity, they shall inform the Client of this when confirming the request.
- (4) The contractor shall confirm the call-off immediately and, following the call-off, shall invite the participants by email to undertake a low-threshold placement test or a written assessment of their language skills. The participants must complete this independently by the deadline specified in the individual contract. The results determine placement in the ‘Beginners’ or ‘Advanced’ course. Participants who do not complete the test by the deadline will generally be placed in the “Beginners” category. The Contractor must ensure the evaluation is carried out, and the results must be communicated to the participants without delay.
- (5) The placement test or the written assessment of language skills must be designed in such a way that it can be carried out from any location using standard, widely available consumer IT hardware. The technical requirements must not necessitate any special, unusual or, for the vast majority, uncommon devices or software.

§ 5 Obligation to maintain availability, minimum and maximum purchase quantities

- (1) The course dates specified in each individual contract shall apply. The Contractor must provide at least one course for each level on demand for all start dates. Dates within the extension period shall only apply if notice of termination is not given in good time (see § 11).
- (2) The parties may agree on alternative dates by mutual consent at any time. The Client is entitled to postpone course dates within the month of March or the month of September. If the Contractor wishes to postpone a course within these periods, the Client shall not unreasonably withhold its consent.
- (3) The contractor is commissioned to deliver the courses via an individual contract. To this end, the client shall complete the form and send it to the contractor in writing in accordance with Section 126b of the German Civil Code (BGB).
- (4) When commissioning the courses, the Client shall indicate whether, due to high demand, they are requesting an offer for one additional course on the same dates and under the same conditions. The Contractor must confirm the individual order for the courses to be provided within the deadline specified in the Client’s request and indicate whether they can comply with the request for additional courses. They are obliged to do so if the necessary capacity is available.
- (5) The Client may also request a quote for language courses on alternative dates under the same terms and conditions. This should be done using the form in Appendix 3b. Should the number of course days differ from 5, the fee shall be calculated in accordance with the formula set out in the price list at $(\text{number of days commissioned} * \text{flat rate} / 5)$.
- (6) The Client must adhere to the deadline specified in the enquiry or the individual order. The Contractor must notify the Client within the deadline specified in the enquiry whether it can

comply with the request for a quotation for additional courses. It is obliged to do so provided that the necessary capacity is available.

- (7) Depending on their capacity, the contractor may be allocated a total of up to 100 places per year via a single call-off. There is no entitlement to allocation. No minimum purchase quantity is specified.

§ 6 Further contractual obligations of both parties and associated deadlines

- (1) Immediately after the contract is awarded, the Contractor shall, in consultation with the Client, draw up an overview containing all relevant content-related and organisational information regarding the intensive language courses, as well as country-specific information, which the Client requires for the publication of the course on the iDA website. This overview shall be updated by the Contractor as required.
- (2) Following the completion of a course, the Client shall conduct a course evaluation, the content of which shall be agreed with the Contractor immediately upon the placing of the order. The results of the evaluation must be made available to the Contractor no later than six weeks after the course.
- (3) Registration
 - a. The Client shall notify the Contractor of the relevant details of the participants to be registered as soon as these are available, but no later than one week before the earliest course start date. The Contractor's obligation to perform shall remain unaffected by this notification, provided that it is not dependent upon it.
 - Name
 - Title
 - Country of origin, if not Germany
 - Affiliation to an institution, if known
 - Job title
 - Email address
 - b. The Client is entitled to replace a participant already nominated at any time prior to the start of the course by notifying the Contractor in writing of a replacement candidate in accordance with Section 126b of the German Civil Code (BGB).
- (4) For support purposes, the contractor shall designate a contact person no later than six weeks before the start of the course and provide their contact details to the client (DAAD). The contact details of the contact person shall be communicated to the registered participants immediately once the registration period has commenced.
- (5) The Contractor shall assist participants who require a visa by providing a visa guide and by offering individual advice on obtaining a visa. The visa guides must be provided by the date specified in the individual contract at the latest, or by individual agreement with the Client. All costs associated with obtaining the visa shall not be borne by the Contractor.
- (6) The Contractor must inform course participants of the options for accommodation with host families (homestays) as well as hotel rooms.
- (7) The Contractor undertakes to use an (interactive) digital, data protection-compliant learning management system for the preparation, support and follow-up of the individual courses at . To this end, at least one person designated by the Contractor who is responsible for the organisational management of the course must register on the platform. A person designated by the Client must also be granted access to the areas of the learning platform relevant to the courses. For each course, a virtual classroom shall be created for the date specified in the annex, in which all necessary materials (e.g. preliminary information on the course, travel arrangements, etc.) as well as follow-up information (e.g. additional materials) can be stored. The learning management system shall also be used to support the course; for example, additional teaching materials etc. can be made available online.



- (8) On the morning of the first day of teaching, before the course begins, the contractor shall organise a kick-off or orientation meeting at which course participants can familiarise themselves with the local conditions (in particular the campus, surroundings, catering facilities and transport links).

§ 7 Exclusivity

The Client undertakes to meet its requirements for language courses for the target group of teachers to whom a language course is to be offered in UK exclusively through the Contractor until the maximum value of the framework agreement has been exhausted or, if this occurs earlier, until the end of the contract term.

§ 8 Remuneration

- (1) The Client shall pay the Contractor the agreed flat rates in accordance with the price list for each course to be delivered (course fee).
- (2) Payment shall be made in each case after the Contractor has issued a valid invoice. The invoice must contain at least the following information: course type, course start date, teaching units, number of participants, location, course fee. The invoice may be submitted at the earliest after the course has been completed.
- (3) In addition to the DAAD's VAT identification number (DE 1222 76 332), the invoice must also include the contractor's tax number or VAT identification number if the contractor is liable for VAT. If the contractor is a business, they must submit a certificate of business registration from the relevant tax authority.
- (4) The DAAD is obliged to pay VAT to the relevant tax authorities in Germany in accordance with Section 13b of the German VAT Act (Reverse Charge Procedure). The invoice to the DAAD must therefore be issued net, i.e. without showing UK VAT (where applicable).
- (5) The client is entitled to cancel a course free of charge up to **4 weeks** before the course begins if the course cannot take place due to insufficient numbers of participants and/or travel restrictions. In the event of cancellations at shorter notice, the client shall pay the contractor's cancellation costs, which must be substantiated, up to a maximum of the course fee. Claims for damages are excluded.

§ 9 Adjustment of remuneration

The flat-rate prices are fixed prices. Price increases are excluded during the first year of the contract term. After one year, price increases in relation to course fees are possible as of 1 April of each year, provided these are based on increased standard wages applicable to the Contractor. The contractor may pass on the collective wage increases to the client after disclosing the calculation. However, an price increase may not exceed 8% of the last total price (i.e. the sum of the course fees).

§ 10 Implementation provisions of the Minimum Wage Act / Collective Agreements Act

In carrying out the public contract, the contractor must comply with all legal obligations applicable to them, in particular paying taxes, levies and social security contributions, to comply with occupational health and safety regulations, and to grant employees at least those minimum working conditions, including the minimum wage, which are prescribed as binding for the service in question under the Minimum Wage Act, a collective agreement declared generally binding under the Posting of Workers Act or the Collective Agreements Act, or a statutory instrument issued under Section 7, § 7a or § 11 of the Posting of Workers Act, or a statutory instrument issued pursuant to § 3a of the Temporary Employment Act, are bindingly

prescribed for the service in question. It must impose corresponding obligations on its subcontractors.

§ 11 Term of the contract

- (1) The contract shall commence on 18 May 2026 and shall initially run until 17 May 2027. The contract shall be extended five times, each time for a further year, unless it is terminated in writing by the Client at least six months prior to the end of the contract. It shall end no later than 17 May 2032, without the need for termination.
- (2) If an individual call-off has been made before the end of the contract, the services owed on the basis of the individual call-off shall also be performed after the end of the contract if this is necessary on the basis of the individual call-off.

§ 12 Warranty, Liability and Limitation of Liability

- (1) Warranty and liability shall be governed by the provisions of the German Civil Code, unless otherwise provided for in this contract.
- (2) The Contractor's liability is limited to an amount of EUR 1.5 million.
- (3) The limitation of liability shall not apply to claims arising from intent or gross negligence, in the event of injury to life, limb or health, in the event of fraud, or in the event of an assurance or guarantee.

§ 13 Insurance

- (1) The Contractor shall, immediately upon conclusion of the contract, provide the Client with evidence that it holds liability insurance covering at least damage to property, personal injury and financial loss. The Contractor shall maintain this insurance cover until the end of the contract.
- (2) The costs of any health insurance for course participants shall be borne by the course participants themselves.

§ 14 Data protection

- (1) The Contractor undertakes to
 - comply with the statutory provisions on data protection, in particular the EU GDPR. The Contractor shall not process or use the data provided for data processing, in particular personal data, for any purposes other than those necessary for the performance of the contract.
 - to conclude a data processing agreement (DPA) in accordance with Annex 4 prior to the commencement of services.
 - to employ only staff who are bound by data confidentiality and any applicable provisions of the data protection laws of the federal states, and who have been instructed in the protective provisions of these regulations.
 - To entrust the processing of personal data to vicarious agents only if they have previously undertaken in writing, in the same manner as the Contractor, to comply with the aforementioned paragraphs.
- (2) The disclosure of personal data to third parties requires the prior written consent of the Client.
- (3) Personal data must be deleted immediately if the reason for its processing no longer applies. Irrespective of this, upon termination of this contract, all personal data must be handed over to the Client upon request or deleted immediately.



§ 15 Confidentiality

- (1) The Contractor undertakes not to disclose to third parties or otherwise make available to them any information or data relating to the Client that comes to its knowledge in the course of the fulfilment and performance of the contractual relationship.
- (2) The only parties not considered third parties in this context are employees, other agents and subcontractors of the Contractor who are expressly bound to confidentiality in each individual case, provided they require access to the information and data for the performance of their duties.
- (3) The Contractor undertakes to use any data and information obtained exclusively within the scope of the contractual relationship and for the purpose arising from the contract.
- (4) Paragraphs 1 to 3 shall continue to apply even after the termination of the contract.

§ 16 The Client's rights of termination

- (1) The Client shall have the right to terminate the contract in whole or in part on extraordinary grounds if the Contractor
 - a) has provided false information during the tendering process,
 - b) demonstrably fails to meet a minimum requirement contrary to its tender,
 - c) does not implement a concept as offered,
 - d) is unable to deliver a course which it was obliged to deliver,
 - e) otherwise culpably breaches its obligations under this contract.
- (2) Termination is subject to the condition that the contractor is responsible for the defect and that the client has previously set a reasonable deadline for the contractor to remedy the defect, unless the defect already existed prior to the commencement of the contract. In this case, the contractor must prove that the defect did not exist prior to the commencement of the contract or that he was unaware of the defect and is not responsible for this lack of knowledge.

§ 17 Rights of retention

The Contractor's rights of retention and refusal to perform are excluded, unless the Client does not dispute the underlying counterclaims or these have been legally established.

§ 18 Amendments, Assignment

- (1) Amendments and additions to this contract and its constituent parts must be made in writing. This also applies to any waiver of the written form requirement.
- (2) Neither party may assign claims arising from this contract to third parties without the prior written consent of the other party. Consent may not be unreasonably withheld.

§ 19 Severability clause

Should individual provisions or clauses in this contract or its constituent parts be invalid or void, the validity of the remaining provisions shall remain unaffected. The invalid or void provisions shall be replaced by the statutory provision, unless the parties agree on a legally valid provision that comes closest to the original economic intent. The same applies to any omission in the provisions.

§ 20 Governing Law and Jurisdiction

The law of the Federal Republic of Germany shall apply to the exclusion of any provisions referring to another legal system and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is Bonn.



Appendix 3a

For the Client

Bonn, on

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For the Client

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