

Contract for IT Services

By and between Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH "GIZ or Principal"
Dag-Hammarskjöld Weg 1-5
65760 Eschborn

and delivered by the Contractor named in the Contract award notification "Contractor"

1 Scope of services

Seq. no.	Service (if applicable, also category, consultant(s))	Service location	Period of performance		Remuneration per unit (person-day; hours; item; etc.)	Remuneration type: Cost (incl., if applicable, cap) or fixed all-inclusive price
			Start	End/Deadline		
1	2	3	4	5	6	7
	Pursuant to Terms of Reference and Price sheet	Pursuant to Terms of Reference (ToR) / Contract award notification	Pursuant to Contract award notification	Pursuant to Contract award notification	Pursuant to Price sheet	☒ based on cost ☒ ... with a cap in the amount included in the <u>Price sheet</u> ☐ ... on call ☐ Fixed all-inclusive price pursuant to <u>Price sheet</u>

- ☒ Travel expenses will not be separately remunerated.
- ☐ Travel expenses will be remunerated as follows: pursuant to Price sheet.
- ☒ Travel times will not be separately remunerated.
- ☐ Travel times will be remunerated as follows: pursuant to Price sheet.

2 Component parts of the Contract

The contractual components are the service description including its annexes (Annex 1), the contract award notification, this contractual text, the price sheet (Annex 2), the technical offer including annexes (Annex 3), the Annex "Special Terms and Conditions of Contract of GIZ" (Annex 4) as well as Outsourcing of Data Processing (Annex 5) in the aforementioned order and, ~~This contractual text with Annexes No. 1 and 2~~ and subordinatedly, the Supplementary Terms of Contract for IT Services (EVB-IT Standard Business Terms for IT Services) [Ergänzende Vertragsbedingungen für IT-Dienstleistungen (EVB-IT Dienstleistungs-AGB)] ("EVB-IT IT Services-AGB"), in the version in effect at the time when the tender documents were made available, including Samples 1 and 2, as well as, at a lower priority, the General Contractual Terms and Conditions for the Performance of Services ("VOL/B" [Vergabe- und Vertragsordnung für Leistungen, Teil B; Standard Contracting Terms for the Rendering of Services, Part B: Standard Terms of Business for the Execution of Services]), in the version in effect at the time when the tender documents were made available. The EVB-IT Dienstleistungs-AGB may be reviewed at www.cio.bund.de and the VOL/B at www.bmwi.de.

The euro applies uniformly as the currency for all amounts referred to in this Contract.

The stipulated remunerations are understood to be exclusive of statutory value-added tax, insofar as they are subject to value-added tax.

3 Other provision**3.1 Start of the contract, place of supply**

The contract comes into force upon notification of its award.

The Contractor performs the service for GIZ in Chile.

The Contractor performs the service for the GIZ in Holanda 100, oficina 604-605, Providencia, Santiago de Chile, Chile. In accordance with Section 3a, Paragraph 2, Sentence 2 of the German VAT Act (Umsatzsteuergesetz – UStG), the place of supply for VAT purposes is therefore in Chile (third country). If the Contractor invoices third-country VAT, and if the respective General Agreement on Technical Cooperation is not applicable, GIZ will pay the amount charged.

3.2 Reporting

- 3.2.1 The Contractor shall submit reports pursuant to the Annex “Special Terms and Conditions of Contract of GIZ” in the language and on the dates specified in the terms of reference and in accordance with any other provisions laid down in this regard.
- 3.2.2 The final report shall be due at the latest at the end of the term of the commission.

3.3 Advance payment

Advance payments shall be made upon written request for payment no later than 15 days after the end of the calendar month in which the contractually agreed work was started.

The provision and the amount of any advance payments shall be specified in the contract award notification. The amount is based on the funds required for three or, if applicable, six months. In the event that security is required, this shall be mentioned in the contract award notification.

The advance payment shall be offset over the contract term, at the latest against the final invoice.

3.4 Options

3.4.1 Extension of the period for fulfilment of the contract

If such option is laid down in the terms of reference, GIZ is entitled to extend the period for fulfilment of the original contract by unilaterally notifying the Contractor and allowing a reasonable amount of time. The quantitative requirements are adjusted accordingly taking into account any unused items and budgets. In addition, the fees may be adjusted in accordance with Annex 4. All other provisions of the contract and its annexes shall remain unchanged. Notification must be given in text form.

3.4.2 Extension of the scope of services

GIZ is entitled to extend the scope of services in the original contract by unilaterally notifying the Contractor as laid down in the terms of reference and allowing a reasonable amount of time for the respective extension. The quantitative requirements are adjusted accordingly taking into account any unused items and budgets. In addition, the fees may be adjusted in accordance with Annex 4. All other provisions of the contract and its annexes shall remain unchanged. Notification must be given in text form.

3.5 EU-PAGoDA

If the Terms of Reference include a reference to a co-financing agreement with the EU, the Contractor shall - in addition to the requirement for GIZ's approval for publications - ensure that all publicity, communications and visibility measures comply with Section 8 of the General Conditions for Delegation Agreements (https://ec.europa.eu/international-partnerships/system/files/contribution-agreement-annex-ii_en.pdf) and the latest version of the Communication and Visibility Manual for EU External Actions. The Contractor further undertakes to correct any identifiable deficits in the implementation of publicity, communications and visibility measures and if such plan has been agreed on and has been made available as part of the tender documents to comply with Annex VI of the Delegation Agreement, 'Communication and Visibility Plan'.

3.6 Open Source Software (OSS)

Should the software to be delivered as a service result be fully or partially licensed as OSS, the following Sections 3.6.1 - 3.6.5 shall apply to the OSS software components only. Unless otherwise set out in Section 3 “Other provisions” above, the Supplementary Terms of Contract for IT Services shall remain unaffected in all other respects; this shall apply in particular to the Contractor's liability.

3.6.1 Nature of OSS

The software to be delivered as a service result is fully or partially licensed as OSS. It complies with the requirements of the Open Source License and the Free Software License, i.e. it may be used, studied, modified and redistributed by anyone free of royalties.

The source code of the OSS shall be delivered to GIZ together with the copyright notices, disclaimers and any other references on a data carrier or made available for download when the results of the services are provided.

3.6.2 Right to use

Sections 3.1 - 3.4 of the Supplementary Terms of Contract for IT Services shall not apply to open source software components. GIZ may inherit rights of use to the open source component(s) from the respective rights holders if it concludes license agreements with the respective rights holders under the terms and conditions of the respective open source license(s). In such case, the use of the open source component(s) shall be governed solely by the respective open source license(s), which is referenced in Section 3.6.4 below.

However, the provisions in Sections 3.1-3.4 of the Supplementary Terms of Contract for IT Services shall apply to the software components developed by the Contractor unless the Contractor is required to license such components as open source software (so-called copyleft effect). The Contractor is responsible to verify whether such requirement exists and must communicate the outcome of such verification to GIZ. In case a copyleft requirement exists and has been communicated to GIZ by the Contractor, the provision of the previous paragraph shall apply.

3.6.3 GNU Lesser General Public License

In case the software or any component thereof is linked to libraries licensed under the GNU Lesser General Public License (LGPL), Section 3.1 of the Supplementary Terms of Contract for IT Services shall apply to those components of the software which are not licensed as Open Source Software, but which are licensed with one or more program libraries under the GNU Lesser General Public License (LGPL) under the following provisions.

Option 1 (GNU Lesser General Public License, Version 2.1):

GIZ is entitled to use the proprietary components which are linked to program libraries licensed under the GNU Lesser General Public License (LGPL) for GIZ's internal use only and to modify, analyse and reengineer them for this purpose. A transfer of information gained thereby is only permitted within scope of Section 3 of the Supplementary Terms of Contract for IT Services. A list of proprietary software components, which are linked to program libraries licensed under the LGPL, is attached in Section 3.6.5 below.

Option 2 (GNU Lesser General Public License, Version 3):

GIZ is entitled to analyse and reengineer proprietary software components linked to program libraries licensed under the GNU Lesser General Public License (LGPL) in order to modify such proprietary software components linked to program libraries under LGPL and to fix bugs in the proprietary software components. A transfer of information gained thereby is only permitted within scope of Section 3 of the Supplementary Terms of Contract for IT Services. A list of proprietary software components, which are linked to program libraries licensed under the LGPL, is attached in Section 3.6.5 below.

3.6.4 OSS License

[Placeholder – tbd]

3.6.5 List of proprietary software components linked to program libraries licensed under the GNU Lesser General Public License (LGPL)

[Placeholder – tbd]

Place

Date

Place

Date

GIZ GmbH

No signature required

No signature required