Fee Contract

based on the "Framework Agreement icommit Experts' Committee"

Between

Violence Prevention Network gGmbH

Alt-Reinickendorf 25

13407 Berlin

– hereinafter referred to as the client –

and

Name

Street

Post Code, City

Country

– hereinafter referred to as the contractor –

the following contract is concluded within the project: "icommit":

§ 1 Services

(1) The Contractor is obliged to implement the following services in the period from 01.06.2022 to 30.06.2023: "Expert for the icommit Experts' Committee".

(2) The services includes the following tasks:

[for Cluster 1:]

- Advise on multi-agency work in P/CVE

[for Cluster 2:]

- Development of case analysis tool

(3) The Contractor is obliged to perform the assumed task personally.

§ 2 Fee

(1) The Contractor shall receive a fee in accordance with the procurement procedure "Framework Agreement icommit Experts' Committee".

This net fee includes all travel and accommodation costs incurred. Furthermore, the following applies:

(1) The fee is due as soon as the Contractor has performed the service as stated under §1 (1).

(2) The Client shall pay the applicable value-added tax based on the reverse charge procedure.

(3) The Client shall not pay any other taxes, social security contributions or other insurance contributions. The Contractor is responsible for the punctual payment of the taxes payable on the fee (in particular income tax).

(4) An invoice is required for payment of the fee. The invoice must be submitted to the project administration within 14 days after the end of the service and must include the project title. In the case of services rendered after the Association's invoice closing date, May 15, 2023, the invoice must be submitted to the Head Office, Alt-Reinickendorf 25, 13407 Berlin in the original or in a digital version in advance by e-mail to verwaltung@violence-prevention-network.de by June 27, 2023, at the latest. Upon expiration of the approval period, the honorary employee loses the right to payment of the fee.

(5) With the payment of the fee, all costs incurred are covered and all claims of the contractor under this contract are fulfilled. The fee is a gross amount. The tax treatment of the fee shall be governed by the regulations of tax law (with the exception of sales tax due to the reverse charge procedure). The Contractor is aware that he*she must report the fees to the tax office and pay taxes on them as income from self-employment. The Contractor thus obliges to pay taxes on the payments and, if applicable, to pay social security contributions (health and pension insurance) him*herself.

(6) The contracting parties agree that this contract does not establish a personal relationship of dependence between the Contractor and the Client. It is expressly agreed that the Contractor shall perform his*her work in a self-determined manner solely for the purpose of fulfilling the contractual assignment. The Contractor shall be essentially free to shape his*her own activities and shall be solely responsible for deciding on the manner in which the order is to be fulfilled within the framework of the content specified in the contract. Time and place constraints in the performance of the service are based solely on contractual agreements and not on the right to issue instructions.

(7) Insofar as the Contractor's activities require a permit from a third party for secondary activities, the Contractor shall be responsible for obtaining such permit in a timely and proper manner.

(8) The Contractor agrees that data for the billing of fees may be processed by computer and handled in accordance with the guidelines of the Federal Data Protection Act.

§ 3 Order processing and exclusion of liability

(1) The Contractor shall perform the services on his*her own responsibility. The Contractor shall be liable in accordance with the legal provisions for any damage caused by his*her culpable conduct. This applies both to claims by the customer and to claims by third parties.

(2) The Contractor may not be obligated to third parties on the basis of this contract.

(3) The Contractor shall not be liable to third parties for damages of any kind arising from the performance of the contract.

(4) During the term of the framework agreement, the contractor undertakes to take out or maintain professional liability insurance for damages arising from this fee agreement with an appropriate amount of cover. The insurance must also cover damages that only become apparent after completion of the service.

(5) The Contractor is obliged to make appropriate agreements in contracts concluded with third parties for the performance of this contract. It shall in any case indemnify the Customer against claims for damages by third parties.

§ 4 Termination

(1) The Client and the Contractor may terminate the contract with immediate effect if there is substantial disagreement about the design and execution of the contract, which makes further cooperation impossible. In this case, the Contractor may demand pro rata reimbursement. The amount shall be based on the services already rendered for which the contracting authority has use, taking into account the requirements of the funding body.

(2) The Customer shall be entitled to terminate the contract without notice for good cause if the

Contractor fails to meet its performance obligations despite a request for subsequent performance or fails to do so within a reasonable period of time. In this case, the Contractor may demand pro rata reimbursement insofar as the services already rendered are usable for the Client. The amount shall be based on the services already provided, taking into account the requirements of the funding body.

(3) Statutory rights of termination and claims for damages shall remain unaffected by the above rules.

§ 5 Duty of Confidentiality, Data Protection

(1) The Contractor shall be obliged to maintain secrecy about all information that becomes known to him*her in connection with his*her activities for the Client, irrespective of whether this concerns the Client itself or its business relations, unless the Client releases him*her from this obligation to maintain secrecy. The confidentiality obligation shall also apply after termination of the contract.

(2) The Contractor is not authorized to process or have processed the personal data entrusted to it in the course of its activities. If third parties are involved, the Contractor shall ensure that they are bound to secrecy.

§ 6 Storage and return of documents

(1) The Contractor undertakes to properly store all business and operational documents made available to it, and in particular to ensure that third parties cannot gain access to them. The documents made available shall be returned to the contract partner on request during the term of the contract and without request after termination of the contract.

§ 7 Basis of the contract

The following shall form an integral part of this Fee Contract in the order set out below

- this Fee Contract,
- the tender documents from the award procedure "Framework Agreement icommit Experts' Committee",
- the Consent Form to the Terms and Conditions and confirmation of the accuracy of the information provided,
- the *Allgemeine Vertragsbedingungen für die Ausführung von Leistungen, VOL/B* (General

Conditions of Contract for the Execution of Services) in the version applicable at the time of conclusion of the framework agreement.

§ 8 Final Provisions

(1) Amendments and supplements to this contract must be made in writing to be effective.

(2) Verbal supplementary agreements do not apply.

(3) If individual provisions of this contract are or become invalid, this shall not affect the validity of the remaining provisions. In this case, the contracting parties shall replace the invalid provision with another provision that comes closest to the economic purpose of the omitted provision in a permissible manner.

§ 9 Place of Jurisdiction

(1) The place of jurisdiction is Berlin.

Berlin, DD.MM.YYYY

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Violence Prevention Network gGmbH   Contractor