

## ANNEX 1 - DRAFT CONTRACT



### DRAFT CONTRACT FOR SERVICES

Germanwatch e.V.,  
Kaiserstrasse 201, 53113 Bonn, Germany  
represented by the Administrative Director Dr. Gerold Kier

-client -

and

#NAME OF ORGANISATION OR INDIVIDUAL#  
#ADDRESS#

represented by #CONTACT PERSON#

- contractor -

enter into the following contract for services:

#### §1 SUBJECT OF THE CONTRACT

The contractor will perform the services according to § 2 for the project Global A\_Adaptation Fund Post-Paris -GW PN 22122 during **the project period from 1<sup>st</sup> January 2018 till 31<sup>st</sup> of December 2018.**

#### §2 STATEMENT OF SERVICES TO BE PERFORMED

The contractor will perform services on the national, regional and international level, depending on the current stage of Adaptation Fund processes in the respective country and the local context.

While general services to be provided by the contractor are outlined in this contract, concrete and specific services for 2018 will be determined in amendments to this contract, thus adapting the general services annually depending on the development of the Adaptation Fund's portfolio and policies as well as recent development within the national context of the country in which the contractor operates.

This contract covers the following services to be provided by the contractor:

- At national level, the contractor:
  - o conducts an independent assessment of the Adaptation Fund project(s) in the respective country using the M&E score cards developed by the Adaptation Fund NGO Network (*##all contractors##*)
  - o holds national dialogues with implementing and executing entities of Adaptation Fund projects in the respective countries as well as other national institutions, beneficiary communities, national civil society organizations (CSOs) and local decision makers. This includes regular personal meetings, on-site visits and multi-stakeholder workshops. Main aim of these dialogues is to ensure that the interest of the most Vulnerables are reflected in the Adaptation Fund project implementation. (*##all contractors##*)
  - o organizes and implements capacity building measures on processes related to the Adaptation Fund and opportunities for civil society engagement within the scope of those processes. The contractor addresses community-based organizations, universities and other relevant national institutions with these trainings. (*##all contractors##*)
  - o organizes and conducts bottom-up consultations with Adaptation Fund project beneficiaries in the respective country. The main aim of such consultations is to

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- document the concerns and demands of the beneficiaries and give respective input in communication with local decision makers. *(##all contractors##)*
- o establishes channels of communication (e.g. social media) where it regularly communicates successes, progresses and challenges of the respective Adaptation Fund project(s) in the respective country. *(##all contractors##)*
- o produces local information and communication material on the Adaptation Fund project(s) in the respective country *(##all contractors##)*
- o conducts a baseline mapping on civil society participation and multi-stakeholder dialogues in Adaptation Fund processes in the respective country *(##only for contractors in India, Ecuador and a third country to be identified##)*
- At regional level, the contractor:
  - o engages in the development and planning of regional Adaptation Fund project(s) in the respective country *(##all contractors##)*
  - o organises and implements regional Network meetings during other regional events to develop dialogue and participation strategies within the scope of regional Adaptation Fund projects *(##four contractors in four different regions##)*
  - o conducts an analysis of the state of play of Adaptation Fund projects in the respective region. *(##three contractors in three different regions##)*
  - o organises and implements regional Webinars which aim at facilitating the exchange of experiences between countries *(##four contractors in four different regions##)*
  - o organises a regular exchange among CSOs involved in the respective regional hub *(##five contractors in five different regions##)*
  - o develops and publishes best practices and case studies as well as other regional information material related to the Adaptation Fund process in the respective region *(##five contractors in five different regions##)*
- At the international level, the contractor:
  - o participates in monthly telephone calls with the consortium of contractors and Germanwatch and give an update on the progress of services performed. *(##all contractors##)*
  - o supports site visits conducted by Germanwatch. *(##all contractors##)*
  - o comments on project proposals in its region that are under review by the Adaptation Fund Board *(##all contractors##)*
  - o provides information/experiences on local developments related to the implementation and planning of Adaptation Fund projects in the respective country during at least one CSO Dialogue during an Adaptation Fund Board Meeting. *(##all contractors##)*
  - o provides short blog articles about experiences/best practices/challenges related to Adaptation Fund project(s) and processes in the respective countries for newsletters and the homepage of the Network. *(##all contractors##)*

Individual services within the project period and their timeline will be determined and coordinated individually with Julia Grimm. For planning the national and regional services we expect and rely on the contractor's profound local knowledge and expertise in these fields of work.

Services will be performed by the contractor himself. The client will be informed about key personnel on contractor's side. The services will be performed with its own resources and personnel and the contractor is free to organise the services within its own organisation as it is suitable for its other jobs and clients.

### **§3 CONTRACT FEES AND PAYMENT OF SERVICES**

For the services performed, the contractor will be paid a **fee of up to:**

**2018: x EUR (corresponding to x days at x EUR as day rate), including VAT.**

**The individual work plan corresponding to this service value will be determined based on the results of an annual meeting/workshop. This workplan will contain more specific deliverables which will be linked to the below specified instalments.**

**Therefore we consider the participation at this meeting as mandatory for an efficient contractual relationship. The costs of participation in this meeting will be covered by the client.**

In addition to the payment of fees if applicable, expenses such as travel costs can be reimbursed after approval by the client.

**Payment by instalments:**

- **Up to x EUR fees** upon submission and approval of invoice, report and corresponding deliverables as of workplan;

**In the interest of the project success, we expect the contractor to keep to the deadlines and therefore ensure invoicing in due time and considering time for clarification issues.**

**Each instalment will be transferred upon receipt of a proper invoice and approval by the client.**

**The invoice shall be issued in EUR**, addressed to Germanwatch e.V. / Kaiserstrasse 201 / 53113 Bonn / Germany, **including at least**

- GW project number 22122, contractor's own name, postal address and email address, contractor's bank transfer details, invoice date, number and invoiced time period;
- in case of **fees** accompanied by an **overview of actual days per services** (according to the corresponding work plan for the year), a detailed **report on the services** (in English) **as well as all deliverables according to the work plan**;
- and in case of **pre-financed expenses** accompanied by an **overview of expenses** including exchange rate applied (Template see Annex) and **corresponding original receipts** (in case of flight costs together with original boarding passes) to be handed in together with the corresponding invoice via **letter mail** sent to Germanwatch e.V.

The contractor is responsible for the payment of taxes.

The client's bank fees for international transfers are paid by the client. Bank fees for international transfers to the contractor are paid by the client.

#### **§4 RIGHT OF USE**

The contractor is obligated to only publish the work and parts thereof with the client's approval. The contractor grants the exclusive and unrestrained right of use for the work and its parts to the client. This legal right of use compasses all known and all currently not yet known types of use. The client is authorised to assign its legal right of use or to grant simple rights of use to third parties. The client is eligible for editing and redesigning the work as well as any of its parts.

#### **§5 LIABILITY**

Contractor agrees to reimburse client for any damage or liability that client incurs through wilfull action or gross negligence by contractor. German law is applicable for all disputes.

#### **§6 DISMISSAL**

A dismissal for good cause can be considered if one of the contracting parties does not fulfil its contractual liabilities, although having received a formal warning accompanied by a deadline for compliance.

A termination or modification of this contract is possible if no agreement between client and contractor can be reached on a workplan as mentioned above.

A termination or modification of this contract by client is possible if the main project (see §1) is cancelled by donor or needs to be modified by donor requirements or there are circumstances provoked by force majeure, which imply a necessary modification of the main project.

#### **§7 OBLIGATION OF SECRECY**

The contractor is obliged to maintain silence about all operational and commercial matters that come to be known during his/her service and has to return all provided documents after the termination of the contract for services, even after termination of this contract.

## **§8 FINAL PROVISIONS**

Alterations and amendments of this contract require written form in order to become effective. An exemption from the written form by verbal agreement is ineffective. Written form is given through transmission by e-mail or by fax, signed and/or sent by an authorised representative. Parties have agreed that ineffective conditions shall be replaced by an effective regulation which can reasonably be expected of both parties and comes closest to the purpose envisaged with the ineffective regulation.

If any term or provision of the contract or the application thereof to any person or circumstance shall, to any extent, be found invalid or unenforceable, the contract shall be deemed to be amended only to the extent necessary to render it valid and enforceable.

Germanwatch e.V.  
Bonn, xx.xx.xxxx

##CONTRACTOR NAME##