



**Open procedure: “Copy-editing of academic texts for the  
German Development Institute / Deutsches Institut für Entwicklungspolitik (DIE)”**

**Annex 5: Framework Agreement**

**(please sign – text form pursuant to Section 126b of the German Civil Code (BGB)  
– and submit)**

**FRAMEWORK AGREEMENT**

between

German Development Institute / Deutsches Institut für Entwicklungspolitik (DIE) gGmbH  
Tulpenfeld 6  
53113 Bonn, Germany  
Tax ID: DE210856958

hereinafter referred to as the “Client”

and *(please complete)*

Mr/Ms/Company

In case of a company,  
please add name of the  
individual who has been  
selected as part of this  
procurement process:

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hereinafter referred to as the “Contractor”

Address:

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IBAN:

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BIC:

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Bank / address:

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Tax ID:

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## **§ 1 Subject of the agreement**

The subject of this agreement is a Framework Agreement for the rendering of copy-editing services in accordance with the Announcement (Call for Tender), the Terms of Reference and the Bid of the Contractor as part of the open procedure “Copy-editing of academic texts for the German Development Institute / Deutsches Institut für Entwicklungspolitik (DIE)”.

The Contractor undertakes to deliver the services specified in the tender documents in accordance with the method and schedule specified therein.

## **§ 2 Contractual components**

All documents forming part of the call for tenders issued under the open procedure constitute contractual components of this Framework Agreement:

- Announcement (Call for Tender)
- Terms of Reference
- The Contractor’s bid based on the Terms of Reference (Annex 1: Covering letter and price sheet)
- Personal declaration of the absence of grounds for disqualification (Annex 2)
- Personal declaration on professional performance (Annex 3)
- Career and overview of references (Annex 4)
- Standard Official Contracting Rules for Services, Part B (VOL/B)

Only the Client’s contracting rules stipulated in the tender documents are binding. Different delivery, contractual and payment conditions on the part of a bidder, whether general terms and conditions or individual contractual conditions, do not form part of the Framework Agreement.

## **§ 3 Start date of agreement, term of agreement, termination**

The term of the Framework Agreement begins with the awarding of the Framework Agreement via the eVergabe platform and runs for an initial period of 24 months. Unless a given Framework Agreement is terminated by DIE in writing no later than three months before the end of its term, it will be automatically extended on up to two occasions by a further twelve months in each case. The Framework Agreement can be terminated by giving six months’ written notice to the end of the month. This will not affect the right to terminate the Framework Agreement without notice for good cause.

Both parties sign two original copies of the Framework Agreement.

## **§ 4 Commissioning individual services**

- (1) Specific copy-editing services are commissioned under the Framework Agreement by means of DIE issuing individual jobs (referred to as issuing a call from the Framework Agreement). The services called upon during the agreement term are determined solely according to demand on the part of DIE; DIE is not obligated to call upon the services of these copy-editors. The services called upon during the agreement term are determined solely according to demand on the part of DIE. The option to call upon these services begins on the day following the award of the Framework Agreement and ends on the last day of the term of the Framework Agreement. This option will end once the maximum volume of the Framework Agreement has been reached.
- (2) The delivery times and deadlines for the individual job orders will be agreed with DIE in each case. Jobs can be assigned at short-notice across the entire range of services.



- (3) Jobs are assigned in accordance with the cascade principle to copy-editors in the pool of copy-editors who have been awarded agreements as part of this tendering process: As soon as the finished manuscript is submitted for copy-editing, an e-mail request for the job will be sent to the Bidder with the most points (provided he or she is not already busy to capacity working on another DIE paper at that point in time). If this individual does not respond within 24 hours, then the request will lapse and a request will be sent to the individual with the second highest points score, and so on. However, if the copy-editor delivers unsatisfactory work on a total of three occasions, then DIE reserves the right to adjust the ranking established as part of the tendering process.
- (4) If the requested bidder accepts the job, then a deadline will be agreed for delivering the copy-edited manuscript. DIE then issues a PDF job order form for the job, which specifies the exact length of the text to be copy-edited, the details of the relevant contacts, deadlines, etc.
- (5) Only written job orders from the DIE Publication Office or its representatives will be legally valid. Any changes or amendments to a Framework Agreement and any divergence in contractual conditions must be stated in writing.
- (6) The deadlines communicated by the Contractor upon acceptance of the job request are binding contractual deadlines. The Contractor must ensure that high workloads and/or annual leave arrangements do not result in delayed delivery. If the deadlines are amended during the course of carrying out the contractual work, then the amended deadlines will replace the deadlines originally agreed.

#### **§ 5 Price, service acceptance, invoicing and payment**

- (1) The Contractor will be remunerated for the rendered services based on the prices per standard page agreed in the price sheet.
- (2) An invoice can be issued as soon as the author and the copy-editor have given their joint approval for the text to be formatted. However, the service is only complete once the copy-editor, in consultation with the author, has approved the formatted publication for printing.
- (3) The author might have to enter a business trip, might fall ill or have to delay the copy-editing process for other reasons once the copy-editor has submitted the copy-edited version. If more than 30 days have passed between the initial delivery of the copy-edited text and the issuing of approval for formatting and if this delay is not the fault of the copy-editor, then the invoice can be issued and DIE will issue instruction for partial payment, amounting to 50 per cent of the total value of the service. The remaining 50 per cent of the total value of the service will be transferred once the text has been approved for formatting.
- (4) For texts in the “Studies” series or texts of similar length to these, DIE will have 45 days from delivery of the initial copy-edited version until partial payment is due.
- (5) Copy-editing work is billed based on the number of standard pages in the source document (one standard page = 1,650 characters, including spaces). Standard pages and prices are rounded up to two decimal places. This should be taken into account when preparing invoices.



- (6) Prices are given in euros. Prices are final prices, excluding statutory VAT. They must include all outlays and additional costs (such as expenses, and costs for phone, internet, office supplies, software, printing, postage, etc.).
- (7) Invoices must be issued to DIE in electronic form only (xRechnung). The route ID no. and the VAT ID no. (route ID no.: 992-01497-46; VAT ID no.: DE210856958) are required in order to submit an invoice. Invoices are issued via the portal of Germany's Federal Printing Office (Bundesdruckerei: <https://xrechnung-bdr.de/edi/xrechnung>). It is also necessary to state the order transaction number in order for the invoice to be clearly allocated. The Client provides the order number to the Contractor when it issues the job. Invoices must include the title of the copy-edited text, the name of the author, a sequential invoice number, a personal order number (as per order sheet) and, if the Contractor is exempt from VAT, a corresponding note to this effect.
- (8) Where services rendered abroad are liable for tax, reference must be made on the invoice to the reverse-charge procedure.
- (9) The payment period is 30 days. This period begins with receipt of the bill, provided the aforementioned conditions have been fulfilled.
- (10) Payment will be deemed to have been made on the day that the request is issued to DIE's financial institution to issue payment to the Contractor.
- (11) Payment will be made by bank transfer to an account specified in writing by the Contractor.
- (12) Assignment of claims to third parties will only be permitted with DIE's prior written consent.

#### **§ 6 Deficiencies/fixed price reduction/contractual penalty**

- (1) A deficiency is defined as any deviation from the provisions of the Terms of Reference.
- (2) We reserve the right in the event of a deficiency to assert our rights with regard to that deficiency.
- (3) DIE reserves the right to reduce the payment for the relevant job proportionately to the unusable part of the target text or, if the entire target text is unusable, to refuse payment altogether. The same applies in the event of failure to comply with the agreed delivery deadlines.
- (4) DIE reserves the right, with prior announcement, to reduce invoice amounts by up to 5 per cent if binding deadlines are not met or the services are rendered incorrectly. DIE will take particular account of the severity and frequency of breaches of duty and of the degree of fault when determining by how much to reduce the invoice amount.

#### **§ 7 Copyright and rights of use**

- (1) The Contractor will grant DIE the exclusive, permanent, unlimited, irrevocable and transferable right to use and exploit the results of the services provided by the Contractor and all interim results thereof. The rights of use and exploitation derived from any copyright acquired by the Contractor as a result of selecting, arranging or editing manuscripts will remain exclusively with DIE for all types of use. Any remuneration entitlements are already covered in the agreed fee.



- (2) The Contractor is obligated to provide his/her services free of the rights of third parties. The Contractor will fully indemnify the Client against any claims made by third parties.

### **§ 8 Data protection**

- (1) The Contractor must ensure that he or she complies with statutory data protection provisions when carrying out work. This applies to data which becomes known to the Contractor during the course of carrying out copy-editing work and also to data of which the Contractor gains knowledge as a result of carrying out copy-editing work or with which he or she comes into contact in any other way. All individuals deployed to carry out copy-editing work must commit to secrecy regarding any matters that become known to them in the course of carrying out this work.
- (2) The Client and the Contractor (including any sub-contractors) are responsible for compliance with data protection provisions in accordance with the EU General Data Protection Regulation (GDPR). The Contractor must also ensure that the data is protected even after this Framework Agreement expires/is terminated or after individual members of the Contractor's staff have left their posts. This obligation will remain in effect on a comprehensive basis. The Contractor must not process personal data himself or herself without authorisation and must refrain from sharing this data with or making it available to other persons without having been authorised to do so.
- (3) All matters, including business secrets, of which the Contractor gains knowledge under the Framework Agreement and as a result of commissions must be handled confidentially. Any documents submitted for destruction will be destroyed properly in accordance with all relevant legal requirements.
- (4) Violations of data protection provisions pursuant to Section 42 EU GDPR (new German Federal Data Protection Act - BDSG) and to other penal provisions will be punishable by imprisonment or a fine. Data protection violations could also constitute a breach of duties under labour and business law and have corresponding consequences.
- (5) It is prohibited for any person to pass on to others knowledge of matters which he or she has acquired in the course of carrying out work under the Framework Agreement. This prohibition will remain in force after the Contractor has completed his or her work.
- (6) Any infringement of these provisions could result in extraordinary termination of the Framework Agreement (without notice) and give rise to claims for damages.
- (7) DIE reserves the right to check for compliance with data protection provisions.

### **§ 9 Secrecy**

Even after the tendering process has ended, the Bidder must observe secrecy concerning matters which have become known to him or her in connection with the call for tenders. The Bidder must also require employees involved in preparing the tender application and/or the bid to observe secrecy concerning these matters.



### **§ 10 Prohibited activities**

DIE is entitled as the Contractor to withdraw from the contract with immediate effect if the Contractor promises, offers or provides gifts or other benefits to members of DIE within the meaning of Section 331 ff. of the German Criminal Code (StGB) and Section 12 of the German Act Against Unfair Competition (UWG), or if the German Act Against Restraints of Competition (GWB) was violated during conclusion of the contract.

### **§ 11 Environmental protection, sustainability**

The Contractor commits to prioritising the use of environmentally-friendly and sustainable products and processes in his/her services and in deliveries and additional services provided by third parties wherever economically and technically feasible.

### **§ 12 Requirement for the written form**

- (1) All changes and amendments to this Framework Agreement, including this clause, require an addendum signed by both parties in order to be effective.
- (2) Should an individual provision of this Framework Agreement be or become invalid, this does not affect the validity of all other provisions under the Framework Agreement, but only the validity of the provision in question. In such a case, the Framework Agreement should be interpreted in the light of its meaning and purpose. What is decisive in this context is what the parties would have agreed had they been aware of the invalidity of one of the provisions of the Framework Agreement.

### **§ 13 Place of jurisdiction**

The place of jurisdiction will be Bonn. German law will apply.

Bonn,

\_\_\_\_\_  
*(place and date)*

For the Client

For the Contractor

\_\_\_\_\_  
Signature (text form)

\_\_\_\_\_  
Signature  
(text form pursuant to Section 126b of the  
German Civil Code (BGB))<sup>1</sup>

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<sup>1</sup> legible declaration in which the company or acting individual is specified