

Framework Contract for Communication Services

Terms of References

Contact

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Summary

Title	Framework Contract for Communication Services for Cool Up programme
Purpose	The Cool Up programme is looking for a communications agency which supports the Cool Up team in its various communication activities on basis of this framework contract.
Duration	36 months
Start Date	After signing of framework contract.

Disclaimer

This tender document is provided for informational purposes only and does not constitute a binding offer or agreement. Participation in this tender process does not guarantee acceptance or award of any contract. All information provided herein is subject to change without notice. The tendering organization (Guidehouse Germany GmbH) reserves the right to reject any or all proposals, to waive any irregularities or informalities, and to negotiate with any qualified supplier. By participating in this tender process, all participants agree to abide by the terms and conditions outlined in this document and any subsequent communications.

1. Background

Energy demand in the Middle East and North Africa (MENA) region is projected to increase by 50 percent by 2040 as a result of climate change, rapidly growing populations, urbanisation, and higher living standards. Cooling represents a large portion of energy consumption and appliances are often inefficient and rely on refrigerants with a high global warming potential. To tackle these problems and mitigate climate change, the Cool Up program promotes accelerated technological change and early implementation of the Kigali Amendment to the Montreal Protocol and Paris Agreement in Egypt, Jordan, Lebanon, and Türkiye. The Cool Up approach is based on four pillars: reducing cooling demand, phasing-down hydrofluorocarbons, replacing and recycling inefficient equipment and refrigerants, and training and awareness raising. The program aims to create catalytic change in the refrigeration and air conditioning sector and ultimately upscale the deployment of sustainable cooling technologies in the market.

Launched in 2021, the Cool Up programme has an implementation period of 6 years. Cool Up is funded by the International Climate Initiative (IKI) of the German Federal Government and consists of a consortium of ten international, regional and country partners. Guidehouse is the leading organisation of Cool Up.

Guidehouse is a leading global provider of consulting services to the public and commercial markets with broad capabilities in management, technology, and risk consulting. With over 1700 consultants, Guidehouse's global Energy, Sustainability, and Infrastructure segment is the largest in the industry helping decision makers in governments, utilities, grid operators and industries navigate the energy transition.

2. Scope of communication services

The Cool Up programme is looking for a communications agency which supports the Cool Up team in its various communication activities on basis of a framework contract.

Below listed services are considered to be within the scope of the framework contract and will be accessed by the Cool Up project team as required during the contract term according to the respective daily rate of each service package as indicated in the financial proposal (Table 2).

Process of requesting communication services: Once the contractual agreement has been established, the Cool Up team will request communication services as needed. Before commencing any work, the contractor must provide the Cool Up team with a short quotation outlining estimated days, timeline, and total costs for each assignment. The daily rate must be in line with the financial proposal indicated in Table 2. Confirmation via email from Cool Up is required before work commences.

The approval of all deliverables and instructions for all activities shall be developed in coordination with the Cool Up communications team. The contractor will work closely with the Cool Up communication team as well as the other partners of the Cool Up consortium in implementing this assignment.

The contractor shall be ready to undertake international travel on behalf of the Cool Up programme if required by the team. Travel costs will be borne by Cool Up and contractor expressly accepts Guidehouse and Cool Up travel policies.

Service package 1: Strategic Communications

1.1. Stakeholder matrix

Assess programme target audience, create specific analysis for each stakeholder group (public sector, private sector/industry and financial sector) in each partner country (Egypt, Jordan, Lebanon, and Türkiye) and identify most effective outreach strategy, communication channels, and messaging, leveraging the technical work, results created within the Cool Up programme.

1.2. Overall communication strategy

Increase overall visibility of the Cool Up programme towards target audience by providing technical advice, updating, and supporting the implementation of Cool Up's communication strategy. Develop a communication strategy to increase the number of people accessing to the website and number of people

registered to Cool Up newsletter. Provide advice on Cool Up brand positioning, website, social media channels, and other communication channels in each partner country, the MENA region and internationally.

1.3. Country-level communication strategy

Develop and implement comprehensive communication strategy for each of Cool Up's four partner countries with the aim to accelerate uptake of sustainable cooling promoting development, milestones, and achievements tailored to different stakeholder groups.

1.4. Communication toolkit

With the oversight of the Cool Up team, maintain and update a communications toolkit which supports the Cool Up partners in their day-to-day business (e.g., updated templates and 'Writing Style Guide', logos, handbook of Cool Up narratives, etc.).

1.5. Monitoring methodology

Develop and implement a monitoring methodology to track progress for the overall scope of this assignment for each partner country, the MENA region and internationally.

1.6. Dissemination

Promote and distribute Cool Up [knowledge products](#) internationally, regionally and in the partner countries with a tailored approach for each.

Service package 2: Content Development

Based on inputs from the Cool Up team, create relevant content including but not limited to:

2.1. Newsletter

Communication outside the consortium: [Newsletters](#) to external subscribers.

2.2. Internal communications

Communication inside the consortium: Emails with updates and announcements to consortium partners.

2.3. Press releases

Preparation of press releases/ media advisories in Cool Up partner countries or featured stories to promote Cool Up achievements.

2.4. Snapshots

Content creation of [snapshots](#) (factsheets) on different topics of the project scope (e.g. collecting or aggregating information from Cool Up knowledge, reviewing, etc.).

2.5. Webinars & videos

Organisational support of Cool Up country partners in the execution of [webinars](#) and educational [videos](#).

2.6. Trainings

Internal trainings for Cool Up consortium on strategic communication topics.

2.7. Slideshows

Develop slide decks for internal and external presentations.

2.8. Documentation

Work closely with Cool Up partners in documenting insights and follow-ups of external meetings and events with the help of different tools.

Service package 3: Regional Conference (RC)

The Cool Up programme held its inaugural [Regional Conference](#), 'Realising Opportunities for Sustainable Cooling,' between 28-29 September 2022 in Istanbul, Türkiye. The conference provided an opportunity to bring together actors and stakeholders from the technical, policy, and finance communities across the Cool Up partner countries for a regional exchange on the uptake of sustainable cooling and natural refrigerants. For the next Regional Conference (foreseen in 2025), the contractor shall support Cool Up in:

3.1. RC communication strategy

Create a comprehensive communication strategy.

3.2. RC outreach

Support thorough outreach communications in the run-up and post-event. Generating media coverage before, during and after the event.

3.3. On-site support

On-site support in the execution of the event.

Service package 4: Website Content Management

4.1. Web strategy

Design and implement a web content management strategy that increases audience traffic to and engagement with the Cool Up target audience.

4.2. Web content creation

Create content for knowledge base in Cool Up website e.g., write news and events items, create new and update existing landing pages in WordPress etc.

4.3. Web content management

Ensure website is regularly updated (team, knowledge base etc.)

4.4. Web metrics

Prepare quarterly metrics to track progress and development of website traffic and download numbers.

Service package 5: Media Management and Relations

5.1. Media strategy

Improve Cool Up's media coverage by developing a media engagement strategy and updating target media lists.

5.2. Strategic relations

Advice on and support in finding strategic speaking opportunities for Cool Up on global and country level to raise awareness on Cool Up's core narratives, spotlight Cool Up as thought leader, create new opportunities for collaboration and increase Cool Up's overall visibility and outreach.

5.3. Media monitoring

Assist with regular media monitoring by scanning online media for relevant news, interviews and articles mentioning Cool Up and relevant topics.

5.4. Social media strategy

Design and implement a social media strategy to increase audience volume and engagement with Cool Up key stakeholders on social media.

5.5. Media management

Manage an active pipeline of content for the Cool Up media platforms with quality content showcasing Cool Up achievements and thought leadership, generating traffic, engagement and increasing overall number of followers.

5.6. Media campaigns

Run comprehensive (social) media campaigns to promote important milestones.

5.7. Cool Up inbox

Manage the Cool Up inbox by responding to requests with a set of prior approved standard replies and forwarding important emails to respective team members.

5.8. External meetings and events

Provide media and communications support for external meetings and events including press releases, media engagement, social media campaigns, and outreach communications pre-and post-event.

5.9. Social media metrics

Prepare quarterly metrics to track progress and development of social media engagement and outreach.

Service package 6: Ad-hoc support

Ad-hoc support in other communications/knowledge management tasks that may arise during the assignment period. The contractor shall use an average daily rate for all services that are not mentioned in service packages 1-5.

3. Contract Period

The duration of the contract is 36 months from the date the framework contract is signed by both parties. Activities start as soon as the framework contract is signed.

4. Contract Value

The maximum allocated budget for the contract is estimated at EUR 250,000.00 (excl. VAT) for the contract duration of 36 months. The minimum budget in the **first year** is expected to be EUR 80,000.00 (excl. VAT). We are not obliged to spend the EUR 250,000.00 (excl. VAT) during the contract period.

The individual services that we expect to make up the total amount of EUR 80,000.00 during the first contract year will be accessed by the Cool Up project team as required from the mentioned service packages during the first year of the contract term according to the rate of services as indicated in the financial proposal (Table 2).

The contractor has to comply with the "Process of requesting communication services" as stated in section 2 "Scope of communication services".

For the first contract year following workload in percentage for each service package is anticipated:

Table 1: Anticipated workload in first year of the contract

Service packages	Anticipated workload [%]			
	1st - 3rd month	3 rd - 6 th month	6 th - 9 th month	9 th - 12 th month
Service package 1: Strategic Communications	5	5	5	5
Service package 2: Content Development	5	5	10	10
Service package 3: Regional Conference	0	0	5	10
Service package 4: Website Content Management	0	5	5	5
Service package 5: Media Management and Relations	5	5	5	5
Service package 6: Ad-hoc support	-	-	-	-
In total	15	20	30	35

NB: The figures in the table are purely indicative and in no way should be construed as binding. The contractor should submit their own planning with their proposal.

5. Qualifications

Team requirements:

- A minimum of three people working on Cool Up.
- The team working on Cool Up needs to have sufficient experience in communication skills as described in Section 2 Scope of communication services.
 - One team lead with relevant experience, qualifications, and position with firm.
 - At least two additional team members with relevant experience, skills, and competencies.
- Excellent verbal and written communication skills in English are required.
- Professional language skills in Arabic, Turkish and/or German are an advantage.

Company profile:

- Proven experience in communication strategy development and implementation.
- Minimum of 5 years of relevant national/international working experience in the area of communications, of which a minimum of 2 years should include communications experience in the area of sustainable development projects.
- Demonstrated success in managing public relations for sustainability or environmental initiatives, preferably in the MENA region.
- Demonstrated experience in social media management and monitoring: LinkedIn, Twitter, YouTube, etc.
- Proven record of producing articles, blogs and communications products using tools (i.e. InDesign/Photoshop, Canva, Mail Chimp or other HTML editors, WordPress, Visualize and other infographic makers)
- Previous communications / PR experience with Guidehouse and/or UN organisations or similar is an asset.

6. Evaluation Criteria

6.1. Technical Proposal

- 1) Expression of Interest letter:
 - a) Understanding of, and responsiveness to Cool Up requirements.
 - b) Understanding of scope, objectives, and completeness of response.
 - c) Overall concord between Cool Up requirements and the proposal.

- 2) Company profile, qualifications, and team:
 - a) Team leader CV demonstrating relevant experience, qualifications, and position with firm.
 - b) Team members CV demonstrating relevant experience, skills and competencies.
 - c) Organization of the team and roles and responsibilities
 - d) Professional expertise, knowledge and experience with similar projects, contracts, clients and consulting assignments

- 3) Proposed methodology, approach, and system for each service package:
 - a) Quality of the proposed approach including 1-2 pages of describing the methodology and two project examples of similar kind;
 - b) Quality of proposed implementation plan, i.e how the bidder will undertake each service package, and time schedules;
 - c) Risk assessment - recognition of the risks/peripheral problems and methods to prevent and manage risks/peripheral problems.

6.2. Financial Proposal

The following table with daily rate per service package must be filled out by the contractor in order to be used when placing the order.

Table 2: Daily rates for service packages

Service packages	Daily rate for services
Service package 1: Strategic Communications	
Service package 2: Content Development	
Service package 3: Regional Conference	
Service package 4: Website Content Management	
Service package 5: Media Management and Relations	
Service package 6: Ad-hoc support (average daily rate)	

7. Terms of Payment

In the event of non-performance and pre-termination where payments cannot be made in full or may have to be suspended, the final payment will be pro-rated against received and accepted deliverables. Payments will be made only upon confirmation of Guidehouse on delivering on the contract obligations in a satisfactory manner.

Interim payments can be made on a monthly basis, contingent upon the satisfactory provision of services with the preceding month, requested by the client, as per the terms outlined in this framework contract.

8. Property Rights

Guidehouse shall hold all property rights, such as copyright, patents, and registered trademarks, on matter directly related to, or derived from, the work carried out by the contractor through this contract with Guidehouse. This is to allow Guidehouse to assign all intellectual property rights on the deliverables/services to Guidehouse's client the International Climate Initiative (IKI).

The contractor and all staff working on the Cool Up project need to sign a Non-Disclosure Agreement (NDA) before commencing any work, attached as Annex I. The contractor and all staff working on the Cool Up project need to agree on terms and conditions for purchase of communications services in a later stage attached as Annex II.

9. Application process

Prospective companies should apply to info@coolupprogramme.org and CC: alexander.pohl@guidehouse.com with the application subject line heading "Application_Communications for Cool Up programme" no later than 27.05.2024 at 12:00 noon Central European Time.

The application submission has to consist of the following:

- 1) Expression of Interest letter
- 2) Company profile, qualifications, and team
- 3) Proposed methodology, approach and system for each service package
- 4) Financial proposal: Table 2: Daily rates for service packages in 6.2 filled with daily rates for services

Failing to comply with the application process may result in disqualifying the applications.

Annex 1: Non-Disclosure Agreement (NDA)

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as on _____, 2024 (the "**Effective Date**"), by and between Guidehouse Germany GmbH,Berlin, and ("**X**"). Guidehouse and X each are a "**Party**" and together they are the "**Parties**".

For the purpose of discussing the potential engagement of X by Guidehouse related to the.....", Guidehouse may disclose certain financial and other confidential and proprietary information ("**Confidential Information**") to X, the Receiving Party. As a condition of such disclosure, Guidehouse and X desire to enter into this Agreement to protect the confidentiality thereof.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. **Definition.** Confidential Information, with respect to a Party, includes all confidential and proprietary information provided by such Party or its agents, regardless of whether such information is marked "confidential." Confidential Information does not include information that (i) was or becomes generally available to the public or in the industry other than as a result of a disclosure by the receiving Party in violation of the provisions of this Agreement, (ii) was available to the receiving Party prior to disclosure by the disclosing Party, (iii) is obtained by the receiving Party from a third party not known by the receiving Party to be under any obligation to the disclosing Party not to disclose such information or (iv) is required by law to be disclosed.
2. **Covenant of Confidentiality.** The receiving Party will (i) keep confidential the Confidential Information of the disclosing Party furnished to the receiving Party and all notes, analyses, compilations, studies or other documents or materials, which contain or reflect all or any portion of such Confidential Information and (ii) not disclose or otherwise convey any portion of such Confidential Information furnished to it or such other materials described in clause (i) above to any person except to the receiving Party's employees, officers, directors, financing sources and representatives (collectively, its "Representatives") who need to know such information for the purpose of assisting the receiving Party in order to evaluate a possible transaction (it being understood and agreed by the receiving Party that such persons shall be informed by the receiving Party of the confidential nature of all such information and the receiving Party shall direct all such persons to treat such information confidentially). This Agreement shall only bind a subsidiary or affiliate of the receiving Party to the extent such subsidiary or affiliate receives Confidential Information from the receiving Party.
3. **Covenant of Limited Use.** The receiving Party covenants and agrees to use the Confidential Information of the disclosing Party solely in order to advance the realization of the purposes for which the disclosing Party is disclosing such Confidential Information and in those instances only to the extent justifiable by that need and not to use such Confidential Information directly or indirectly for any other parties.
4. **Permitted Disclosures.** Notwithstanding the foregoing provisions of this Agreement, if a receiving Party is required by any court, government agency or regulatory body or otherwise by law to disclose any Confidential Information of the disclosing Party, then, the receiving Party may, without liability hereunder, so disclose such Confidential Information to the extent it is advised by its counsel that such disclosure is required by law; provided that the receiving Party shall furnish the disclosing Party with prompt notice of such requests or demands, identifying in reasonable detail the documents and other information required thereby, as far in advance of such disclosure as reasonably practicable in order that the disclosing Party may seek an appropriate protective order, and the receiving Party shall cooperate fully with the disclosing Party should the disclosing Party seek such an order.
5. **Return of Materials.** The receiving Party will promptly, upon the written request of the disclosing Party, redeliver to the disclosing Party all written Confidential Information of the disclosing Party without retaining any copies thereof, and will destroy all copies, notes, discs, tapes and other writings and materials prepared by or on behalf of the receiving Party or its Representatives based on such Confidential Information.
6. **Equitable Remedies, Legal Fees.** It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement, and that either Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach without the necessity of posting bond. Such remedies shall not be deemed to be the exclusive remedy for breaches of this

Agreement, but shall be in addition to all other remedies that may be available at law or equity. In any action for breach of this Agreement, the prevailing party shall be entitled to an award of all court costs and reasonable legal fees incurred in connection with such action.

7. **Waivers.** No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.
8. **Governing Law; Jurisdiction.** This Agreement shall be construed and governed in accordance with German law. The Courts of Koln will have exclusive jurisdiction for any dispute arising hereunder and any matter associated. Each party irrevocably waives any right to object to an action being brought in this court.
9. **Term.** This Agreement shall terminate two years from the date hereof.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

X:

GUIDEHOUSE GERMANY GMBH:

By: _____

By: _____

PRINT NAME

Daniel Becker

Signature: _____

Signature: _____

Date: _____

Date: _____

Capacity: _____

Capacity: _____

Annex 2: Terms and Conditions

FRAMEWORK AGREEMENT

Guidehouse Germany GmbH - Supplier

Dated [●]

BETWEEN:

1. Guidehouse Germany GmbH, a private limited liability company (besloten vennootschap) duly incorporated under the laws of Germany, having its registered office at Albrechtstrasse ... Berlin, Germany and being registered with the Amtsgericht under number, duly represented by (hereinafter referred to as **Guidehouse**); and

2. Supplier.,

Guidehouse and Supplier hereafter referred to individually as **Party** and together as **Parties**.

CONSIDERING:

- A. Supplier is active in.....;
- B. Guidehouse is a company active in developing innovative solutions and strategies and supporting by providing manpower and fulfilling dedicated tasks within execution of projects to support its client in moving forward in the energy transition and the challenge of climate change;
- C. Supplier and Guidehouse intend to cooperate;
- D. Therefore Supplier and Guidehouse want to implement a Framework Agreement containing the conditions, under which Supplier can provide Services to Guidehouse on a call-off or Statement of Work basis.

THEREFORE IT IS AGREED:

ARTICLE 1. Scope of the Framework Agreement

- 1.1. This Framework Agreement applies to all services to be performed on a fixed fee or time and materials basis ("the Fee") carried out by Supplier for Guidehouse in the field of(further the "**Services**").
- 1.2 The Services shall include any work that is in general necessary to perform the Services in accordance with this Agreement or is implied assuming reasonable professional judgement by the scope of the Services.
- 1.3 This Agreement is intended to serve as the framework for entering into separate Statements of Work (SOW's as included in Annex 1). The SOWs entered into under this Agreement shall be: (a) executed by authorized individuals on behalf of each of the parties, and (b) incorporated into this Agreement as sequentially numbered SOW's. Unless otherwise agreed by the parties, all SOWs that are entered into under this Agreement shall be governed by the terms of this Agreement and are hereby made part of, and incorporated into, this Agreement. In the event of a conflict between this Agreement and a SOW, the terms of this Agreement shall prevail, unless the SOW expressly references the specific provision in this Agreement to be modified by the SOW. This Agreement shall not govern engagements related to expert services in litigation or other legal proceedings and a separate agreement for such services will be required. To the extent the term of a SOW extends beyond the termination of this Agreement, the terms of this Agreement shall apply to such SOW until expiration of such SOW.

ARTICLE 2. Starting date, duration and termination

- 2.1. This Framework Agreement comes into force on the date it is signed by both Parties (**Starting Date**) and applies to all Services provided by Supplier to Guidehouse during the term of this Agreement.
- 2.2. This Framework Agreement is entered into for a period of three years from the Starting Date. Each Party may terminate this Framework Agreement by sending a registered letter with a notice period of six (6) months. The Framework Agreement can furthermore be terminated in writing at any time by mutual agreement between the Parties.
- 2.3. After the notice period as described in sub clause 2.2, the conditions of this Framework Agreement shall stay in full force and effect for any Services to be carried out under already issued Statements of Work (further a "SoW" or mutually "SoW's") until their completion. New SoW's may be issued during the above-mentioned notice period under this Agreement, but the terms and conditions of this Framework Agreement will however not apply to any SoW's issued by Supplier after the notice period.

ARTICLE 3. 2.4 This Agreement may be terminated with immediate effect and without court intervention by either Party by notice to the other Party in each of the following events:

ARTICLE 4.

The other Party makes a general assignment for the benefit of creditors, applies for or consents to the appointment or the taking of possession by an administrator, institutes any proceedings seeking to declare itself bankrupt or insolvent, seeks liquidation, dissolution or winding up, or is declared bankrupt or shall enter into a composition or arrangements with its creditors; or

The other Party is substantially in default with any of its obligations under this Agreement and does not remedy such default within 30 days of notice thereof by the non-defaulting Party.

ARTICLE 5. Procedures and working agreement

- 5.1. Under the terms and conditions of this Framework Agreement various Services can be provided. Parties agree on the scope and planning of a specific assignment (further the "Assignment") as part of the Services, to be carried out under each Statement of Work, in accordance with the following protocol:

- 5.1.1. **Step 1.** The contact person of Guidehouse defines the project and more specific the Assignment. As a minimum the following matters will be specified, in a sufficiently detailed way: (a) the goal, (b) the required services and activities, (c) the level of expertise, (d) the planning (including the date of the order and time until completion from that point) and (e) the budget; the request for proposal of the Assignment will be sent to the project manager of Supplier by e-mail [...];
- 5.1.2. **Step 2:** Supplier provides to Guidehouse a proposal for the Assignment within 5 Business Days after receipt by Supplier of the request.
- 5.1.3. **Step 3.** Guidehouse will confirm within 10 Business Days after receipt of Supplier's proposal, whether it will award the Assignment to Supplier or to a third party.
- 5.1.4. **Step 4:** If the Assignment is awarded to Supplier, the Assignment will be formalized in a Statement of Work ("SoW", substantially in the form as attached in Annex 1);
- 5.1.5. **Step 5:** Guidehouse generates a dedicated project number for the Assignment, or defines a separate task within an existing project number in case of an extension;
- 5.1.6. **Step 6.** Guidehouse sends to Supplier's project manager a SoW by e-mail, with reference to the Guidehouse project number, for the Assignment and agreed budget.
- 5.1.7. **Step 7.** Supplier starts working on the Assignment after receiving the SoW.
- 5.2. Supplier commits itself to providing the Services as stated in the Assignment. Within the boundaries of the obligations of this Framework Agreement Supplier in its own discretion shall decide the required level of expertise to be engaged for any specific services.
- 5.3. Supplier provides Guidehouse on a monthly basis with an overview of all man-hours spent on the various Assignments under this Framework Agreement. Parties consider the registered man-hours to be approved by Guidehouse after two weeks of receipt of this overview, unless Guidehouse explicitly has provided to Supplier a notification of refusal to approve, indicating which hours for which project Guidehouse does not approve and explaining the reason for such non-approval.
- 5.4. In any event Supplier will ask for the prior written approval (by e-mail) of Guidehouse in case Supplier foresees for any Assignment that the work for the Assignment in accordance with the specifications requires more man-hours than the budgeted and agreed upon man-hours. Supplier will give notice by e-mail to Guidehouse as soon as 90% of the budgeted and agreed upon man-hours for any project have been used by Supplier.

ARTICLE 4 Obligations in relation to the Services

* 4.1 Obligations of Supplier

- 4.1.1 Supplier shall perform the Services to the satisfaction of Guidehouse. In doing so Supplier shall comply with all reasonable instructions issued by Guidehouse on any matter in relation to this Agreement.
- 4.1.2 Any reporting by Supplier on the Services, as well as the follow-up of any instructions given by Guidehouse is to be considered as part of the normal execution of the Services and shall not transfer any responsibility of one Party to the other Party.
- 4.1.3 Supplier agrees that the Services provided for herein will be performed in a professional manner in accordance with recognized professional consulting standards for similar services and that qualified personnel will be assigned for that purpose. In providing the Services, Supplier and its personnel shall exercise reasonable care.
- * 4.1.4 While providing the Services, Supplier shall at all times comply with the laws and regulations applicable to the Services.

- 4.1.5 Supplier shall not subcontract the Services to any third parties, except to the extent that Guidehouse has given its prior written consent, which shall not be withheld unreasonably, and provided that any such subcontractor:
- Is fully qualified to perform the Services; and
 - Is bound to confidentiality obligations substantially in the form as set forth in this Agreement; and

Such subcontracting shall however not affect any of Supplier's obligations to perform the Services in accordance with the terms of this Agreement. Furthermore, Supplier shall remain fully and primarily liable towards Guidehouse and shall remain Guidehouse's single point of contact.

- 4.1.6 Supplier shall comply with the Process Handbook containing guidelines for invoicing and expense procedures for the Project and regular updates of this document as communicated by Guidehouse to Supplier.
- 4.1.7 Supplier shall have no authority to act for or to bind Guidehouse in any manner whatsoever other than as expressly contemplated by this Agreement, or on the basis of specific instructions in writing from Guidehouse.

*** 4.2 Obligations of Guidehouse**

- * 4.2.1 Guidehouse shall provide (at its own cost) such information as will be necessary for Supplier to perform the Services. Such information will always be provided on time, in order not to cause delays to the Service.

4.2.2 In return for the provision of the Services, Guidehouse shall pay the Fee to Supplier in accordance with this Agreement or the relevant Statement of Work.

- * 4.2.3 Guidehouse shall at no charge to Supplier provide the facilities for the Assignment as described in the SoW. All other facilities required for the performance of the Services will be provided by Supplier and are deemed included in the Fee.

4.2.4 Guidehouse recognizes and acknowledges that by performing the Services, Supplier is not acting in the management capacity of Guidehouse and that Guidehouse has not asked Supplier to make, nor has Supplier agreed to make, any business decisions on behalf of Guidehouse. All decisions about Guidehouse's business or operations, including, but not limited to decisions concerning the execution of transactions with other entities and the establishment of the terms for such transactions, remain the sole responsibility of Guidehouse's management.

4.2.6. Guidehouse is not obliged to issue Statements of Work to Supplier under this Framework and is not bound to any (volume) commitment for issuing service requests.

ARTICLE 5 Data transfer

Supplier agrees and warrants that the transfer of personally identifiable information to Guidehouse is in accordance with the relevant provisions of the applicable data protection law. In particular, if any such personally identifiable information originates from the European Union or the United Kingdom ("Foreign Data"), Supplier hereby represents that at all times it has the requisite consent or authority under applicable law to transfer such Foreign Data outside of the European Union or the United Kingdom. Supplier is responsible for data handling of any third party with whom it cooperates.

ARTICLE 6 Invoices and payment

6.1 Under this Framework Agreement the actual hours worked or the fixed fee agreed upon in providing Services will be invoiced following the tariffs as reflected in the SoW (Annex 1).

- 6.2 Supplier invoices the work and man-hours on all Assignments under this Framework Agreement on a monthly basis with reference to the respective SoW numbers unless agreed otherwise in the specific SoW.
- 6.3 Travel costs of Supplier will not be compensated by Guidehouse unless explicitly agreed upon in a Statement of Work. If any travel would be required, Supplier agrees to use either Guidehouse travel agency or the Supplier allocated travel budget. When using Guidehouse travel agency, the agency will, after approval of Guidehouse, book the travel and after that send the invoice for travel costs directly to Guidehouse for payment. The process for travel bookings and any direct reimbursement, e.g., for per diems, as well as the cases in which the Supplier shall use Guidehouse travel agency or its allocated travel budget will be set out in the Statement of Work (including project's Process Guidelines) before the commencement of any travel and must be followed by Supplier to enable costs to be reimbursed by Guidehouse.
- 6.4 Guidehouse shall pay any invoices issued by Supplier within 30 days of the date of the invoice and after Guidehouse has received related fees from its client.
- 6.5 Supplier bears the risk of exchange rate fluctuations. Revenue generated by positive development in exchange rates must be used for the Project and will be deducted from the fees due to Supplier.

ARTICLE 7 Confidentiality

7.1 The Parties acknowledge that they received and will receive confidential information in various forms in connection with the Assignments under this Framework Agreement. This confidential information includes, but is not limited to, trade- and business secrets and business information regarding the business, financial situation, products, prospects, processes and methodologies and other documentation of both Parties (hereinafter Confidential Information). Confidential information does in any event include all information relating to the Supplier projects and the Assignments including the development, investment, construction and exploitation of these projects.

Confidential information does not include:

- any information generally available to the public other than as a result of a breach of this clause or another obligation under this Framework Agreement;
- any information received from a third party, except if provided on behalf of the Party and provided that the third party is not bound by an obligation of confidentiality with respect to such information towards the respective disclosing Party;
- any information legally in a Party's possession without obligations of confidentiality to another Party prior to such information being furnished as Confidential Information
- any information developed by either Party independently without using Confidential Information of the other Party.

7.2 Notwithstanding this clause each Party may, if necessary, disclose Confidential information to its directors, corporate bodies and employees provided always that these companies entities persons or bodies are bound by the confidentiality obligations similar to those under this Framework Agreement or are professionally bound to equivalent confidentiality obligations.

7.3 Notwithstanding this clause, Parties may disclose Confidential Information if and to the extent required by law or court or administrative order, provided that it has (i) informed the other Party about such requirement in advance and (ii) permitted the disclosing Party a reasonable period of time to intervene and contest such disclosure (if and to the extent permitted by law). Upon request, Parties shall assist each other in the defense against any such court or administrative order.

7.4 The obligations of this clause last for a period of two (2) years after termination of this Agreement.

7.5 Upon termination of this Framework Agreement one Party will immediately return to the other Party all data, documents and other materials (whether originals or copies) regarding the Assignment. No Party nor its personnel will retain any copies (other than as required by law or in accordance with good business practice or the terms of its indemnity insurance). In any event the confidentiality provisions in this clause shall apply and shall, also after termination of this Agreement for a period of three (3) years.

ARTICLE 8 Intellectual property rights

- 8.1 All intellectual property rights, including source codes, copyrights and patent rights, to an Assignment developed or made available in accordance with a SoW by Supplier under this Agreement will solely be vested in Guidehouse or its licensors. A SoW under this Agreement will never constitute the transfer of any intellectual property right to Supplier. Supplier will solely acquire non-exclusive and non-transferable rights of use.
- 8.2. Publications by Guidehouse about work delivered by Supplier are permitted.

ARTICLE 9 Liability

- 9.1 Supplier is fully responsible for the quality of the Services and the proper functioning of the consultants and if any part of the Services is not in accordance with the provisions of this Agreement, Supplier shall rectify such non-conforming part at its own costs and expense so that the Services conform in every respect with the provisions of this Agreement.
- 9.2 If Supplier fails to rectify any non-conforming part of the Services after notification to do so by Guidehouse and passing by of a reasonable period of time, Supplier shall be liable to compensate the damages Guidehouse may suffer as a result thereof.
- 9.3 Supplier shall indemnify Guidehouse against all claims brought by third parties in connection with the Services and/or any reports or materials provided by, except to the extent that such claims arise in connection with or as a result of the fraudulent or grossly negligent acts or omissions of Supplier in connection with the provision of the Services.
- 9.4 Supplier shall be liable for and indemnify Guidehouse against any and all claims made by Supplier' employees and/or relatives in conjunction with any injury or death occurred during or as a result of the Services.

ARTICLE 10 COMMUNICATION

- 10.1 All consents, notices, waivers and other communications under this Agreement shall be in writing and will be delivered by hand or sent by registered mail, express courier, fax or e-mail to the addresses set out below, or to such addresses as a Party may notify to the other Party from time to time.
- 10.2.1 All such communications shall be in the English language and will be sent to the following addresses:
- To Supplier
Attn.:
Address:
E-mail:
- To Guidehouse Germany GmbH
Attn.:
Address:
E-mail:

ARTICLE 11 Applicable law and jurisdiction

- 11.1 This Framework Agreement is subject to the laws of Germany, with the exclusion of the Vienna Sales Convention (CISG 1980).
- 11.2 Disputes arising from the execution of, or in connection with, this Agreement shall be tried to settle through friendly consultations between (executives of) both Parties first. In case no settlement can be reached through consultations within 30 days from the date on which the dispute has

originated, any dispute arising from or in connection with this Agreement shall be submitted to the competent court in Berlin, Germany.

ARTICLE 12 Miscellaneous

12.1 This Agreement and the Annexes attached hereto and incorporated herein by reference, constitute the entire agreement between Guidehouse, on one side, and Supplier on the other side, regarding the terms of the Agreement. In the event Guidehouse requires Supplier to execute a Statement of Work order or other Supplier documentation in order to receive payment for Services, the terms and conditions contained in such SoW, purchase order or documentation shall be null and void and shall not govern the terms of the Agreement. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein and supersedes any other such promises or representations.

12.2 This Agreement can only be modified by a written agreement signed by duly authorized representatives of each party.

12.3 Once every six (6) months Parties will evaluate the cooperation under this Framework Agreement.

12.4 Supplier agrees to comply with the Vendor Code of Conduct, attached as Annex 2 to this Framework Agreement during the term of this Agreement.

Signed in Berlin on

Guidehouse Germany GmbH

Name

Director

Date

Supplier

Director

Date [●]

ANNEX 1. STATEMENT OF WORK TEMPLATE

**FRAMEWORK SERVICES AGREEMENT
BETWEEN
GUIDEHOUSE GERMANY B.V.
AND
SUPPLIER
DATED
[INSERT EFFECTIVE DATE]**

SOW NO. 2024-[INSERT ORDER #]

This Statement of Work No. 2024-[INSERT ORDER #] (“SOW”), effective as of [REDACTED], 2024 (the “SOW Effective Date”), by and between Guidehouse Germany GmbH (“Guidehouse”) and Supplier (for purposes of this SOW, “Client”), is executed pursuant to and as part of that certain Framework Services Agreement by and between Guidehouse and Supplier, effective as of [REDACTED], 2024 (the “Agreement”).

NOW, THEREFORE, for and in consideration of the foregoing premises, and the agreements of the parties set forth below, Supplier and Guidehouse agree as follows:

1. Scope of Services.

Supplier will provide the following [REDACTED] services to Guidehouse:

[Insert background and overview of services to be provided.]

2. Project Deliverables.

[Summarize the specific project deliverables to be delivered by Supplier under this SOW.]

3. Fees and Expenses.

[Summarize the fees to be paid by Guidehouse to Supplier.]

4. Schedule and Milestones (If Any).

[Summarize the project schedule and any milestones.]

5. Staffing.

[Describe the Supplier personnel who will perform Services under this SOW.]

6. Contact Information.

<u>Supplier Project Manager</u>	<u>Guidehouse Project Manager</u>
[Insert Supplier Project Manager’s Name]	[Insert Guidehouse Project Manager’s Name]
[Insert Supplier Project Manager’s Title]	[Insert Guidehouse Project Manager’s Title]
[Insert Supplier Project Manager’s Telephone Number]	[Insert Guidehouse Project Manager’s Telephone Number]
[Insert Supplier Project Manager’s Email Address]	[Insert Guidehouse Project Manager’s Email Address]

7. Incorporation by Reference; Conflict.

This SOW is governed by the terms and conditions of the Agreement. The terms of the Agreement are hereby expressly incorporated by reference into and made a part of this SOW. In the event of a conflict between the terms and conditions of the Agreement and this SOW, the terms of the Agreement shall take precedence and control over those of this SOW unless otherwise and specifically agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this SOW and any related exhibits, attachments, or proposals, the terms of this SOW shall take precedence and control over those of the exhibit, attachment, or proposal hereto unless otherwise agreed to in writing by all parties. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. This SOW may be executed (including by facsimile and PDF signature) in one or more counterparts, with the same effect as if the parties had signed the same document. This SOW may be modified or amended only by a written document signed by both parties. The parties hereto acknowledge having read this SOW and agree to be bound by its terms.

IN WITNESS WHEREOF, the parties have each caused this SOW to be signed and delivered by their duly authorized representatives, all as of the SOW Effective Date.

SUPPLIER

GUIDEHOUSE GERMANY GMBH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____