

**Annex on PAGOda: Supplements to the ‘General terms and conditions of contract (Terms and Conditions) for supplying services and work on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH’ (August 2018)**

The contract between GIZ and the contractor is based in turn on a cofinancing agreement between GIZ and the European Commission.

Under the terms of this master agreement (Pillar Assessed Grant or Delegation Agreement), GIZ is required to impose a number of additional obligations on the contractor beyond those specified in GIZ’s Terms and Conditions; details of these additional obligations can be found in the document entitled ‘PAGOda 2 General Conditions (Annex II)’ (hereinafter referred to as ‘General Conditions’) at <http://ec.europa.eu/europeaid/companion/annexes.do>.

On this basis, the following supplements apply to GIZ’s Terms and Conditions:

Item 1.6 ‘Requirement for GIZ’s approval for publications’ is supplemented as follows:

The contractor shall also ensure that all its publicity, communication and visibility measures comply with Article 8 of the General Conditions and with the latest version of the Communication and Visibility Manual for EU External Actions, which can be downloaded from <http://ec.europa.eu/europeaid/node/17974>.

The contractor also undertakes to rectify any identifiable deficiency in the implementation of its publicity, communication and/or visibility measures and, where relevant, to observe the provisions laid out in the attached Annex VI to the Pillar Assessed Grant or Delegation Agreement – ‘Communication and Visibility Plan’.

Item 1.8 ‘Keeping of contract-related records’ is supplemented as follows:

The obligation to keep contract-related records includes all original vouchers and documentation that have not (yet) been submitted to GIZ and that relate to expenses incurred when providing services or supplies within the framework of the contract between the contractor and GIZ (cf. Article 16 of the General Conditions).

Item 1.13 ‘Obligation of the contractor to report on the status of the measure’ is supplemented as follows:

The term ‘audits’ includes on-the-spot-checks that may also be carried out on request by representatives of the EU (cf. Article 17 of the General Conditions).

Item 1.14.1. 'Saving and processing personal data' is supplemented as follows:

The contractor shall ensure that appropriate protection is given to personal data (cf. Article 7 of the General Conditions). When processing personal data, the contractor shall ensure that it complies with the provisions set out in the 'Annex on outsourcing data processing', which can be downloaded from GIZ's website at [https://www.giz.de/en/downloads/giz2013-en-Binding\\_agreement\\_on\\_the\\_rules.docx](https://www.giz.de/en/downloads/giz2013-en-Binding_agreement_on_the_rules.docx).

Item 1.18. 'Social standards and minimum wage' is supplemented as follows:

The contractor shall promote and respect human rights (cf. Article 2.6 of the General Conditions). The contractor shall respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.

Annex

Communication and Visibility Plan (where relevant)