**AGREEMENT**

between

JDCRP

- referred to as "JDCRP"

and

XY

- referred to as "Service Provider"

**Preamble**

This Agreement governs all legal issues concerning the enhancement of the usability, accessibility and user-friendliness of the platform's front-end, ensuring an efficient and intuitive experience for all types of users. The subject matter of this agreement is one of several critical steps in developing, installing, and maintaining JDCRP’s digital platform for archival documentation, research, and education. It is of upmost importance that the improvement of the platform's front-end is carried out with due diligence and according to the timeline to ensure punctual completion of the overall project.

**§ 1 Subject matter of the Agreement**

(1) The Service Providerwill undertake the following work packages:

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1. Front-End Usability & System Accessibility Enhancements

* Optimize the user interface (UI) to improve intuitive navigation and interaction with archival content.
* Enhance the search experience, making it easier for users to locate and cross-reference archival materials.
* Improve content accessibility, ensuring information is clearly structured and easily discoverable for both expert and non-expert users.

2. Enhancements to Sanity CMS Content Management

The JDCRP platform already integrates Sanity CMS for content management. The vendor must:

* Improve CMS usability to facilitate JDCRP staff in efficiently managing and updating content.
* Optimize content structuring within Sanity CMS to better support search and navigation.
* Provide recommendations for enhancing editorial workflows and ease of use.

3. User Testing & Iterative Improvements

* Conduct usability testing to gather insights on how both expert and non-expert users interact with the platform.
* Integrate feedback-based improvements through an iterative development process.
* Collaborate closely with JDCRP stakeholders to align changes with platform goals.

4. Integration with Existing Backend Systems

* Ensure seamless compatibility with the existing backend infrastructure and data sources.
* Optimize front-end components for faster load times and improved performance.

5. Multi-Language Support

* Ensure the UI supports English and German, with potential expansion for additional languages.
* Maintain the original archival languages for primary source materials.

The details of the work packages are listed in Annex 1.

(2) Should changes to the work packages listed in (1) be necessary, these changes will be agreed upon in writing between JDCRP and Service Provider.

**§ 2 Obligations of JDCRP**

JDCRP shall provide Service Provider with the content, information and documents necessary to carry out the work according to § 1.

**§ 3 Delivery dates**

The final date of delivery for all the work packages is December 2025; the dates for the completion of the individual work packages will follow the timeline in Annex 1.

**§ 4 Acceptance**

JDCRP will accept the results of the individual work packages within two weeks of completion. If there should be any faults, the Service Provider will repair or rectify these faults within one week of their being raised by JDCRP. After successful removal of the faults, JDCRP will declare acceptance of the respective results.

**§ 5 Rights**

(1) JDCRP acquires the right to use the Service Provider's results for the purposes delineated in the tender. Service Provider guarantees that their work is capable of delivering these purposes and will continue to fulfill these purposes.

(2) Service Provider guarantees that the solutions developed for JDCRP are free of third-party rights that impede their use for JDCRP.

(3) Service Provider does not acquire any rights to JDCRP data. If it becomes necessary for Service Provider to use JDCRP data to fulfill the tasks in § 1, Service Provider has the right to use JDCRP data only for these purposes and may not use the data for any other purposes.

**§ 6 Compensation, payment terms**

*Project-based rate:* (1) For the work delivered by the Service Provider according to § 1 and the grant of rights according to § 5, the Service Provider will receive a total net fee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR exclusive of VAT. This fee will be paid in the following way:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(e.g. down payment, final payment)

The down payment is due \_\_\_\_\_\_\_\_\_\_\_\_\_; the final payment is due \_\_\_\_\_\_\_\_\_\_\_. All payments are required within 14 days of invoice. VAT will be added to the bill at the applicable statutory rate.

*Hourly rate*: (1) For the work delivered by the Service Provider according to § 1 and the grant of rights according to § 5, the Service Provider will bill JDCRP at an hourly rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR exclusive of VAT, up to a maximum of \_\_\_\_\_ hours and a maximum net sum of \_\_\_\_\_\_\_\_\_\_\_\_ EUR exclusive of VAT.

Service Provider will bill for their services for each individual work package; payment is due after acceptance of each work package and required within 14 days of invoice.. VAT will be added to each bill at the applicable statutory rate.

(2) As the work under this Agreement is part of two parallel projects financed by different funding sources, the Service Provider will present separate invoices for the work conducted under each funding source.

(3) Any further expenses, third party costs and license costs will not be reimbursed.

**§ 7 Warranties**

(1)TheService Provider guarantees that the work done under § 1 are free of third-party rights that impede the use of this work for JDCRP, that they are sole owner of all rights transferred according to § 5, and that the work can be used by JDCRP according to the purposes and specifications in § 1 and Annex 1.

(2) If third-party rights are infringed due to actions by the Service Provider, the Service Provider may acquire the necessary licenses at their own expense so that third-party rights are no longer infringed. If the Servie Provider cannot ensure the contractual use of the work by JDCRP in this way, JDCRP may terminate this Agreement immediately, without affecting its right to any further damages.

(3) The Service Provider undertakes to assist JDCRP in the event of a dispute with third parties regarding the use of their work, and to provide JDCRP with all necessary information without delay.

**§ 8 Rights of the European Commission**

The Service Provider guarantees that they will take the investigation powers and other rights of the European Commission according to Annex 2 into account and enable their execution.

**§ 9 Publicity**

The Service Provider is entitled to use JDCRP as a reference in their publicity. In doing so, the Service Provider must follow No. VII.1 of the EU guidelines in Annex 2.

**§ 10 Confidentiality/Data protection**

(1) Each party shall treat as confidential information all information and items received from the other party and marked as confidential unless this information is generally known, becomes generally known through no fault of the receiving party, has been or will be lawfully obtained from a third party, is already available to the receiving party or must be disclosed by law or official/judicial order.

(2) Each party shall ensure that all employees to whom it discloses the other party's confidential information will comply with this clause. Neither party shall use the other party's confidential information for any purpose except to exercise its rights and duties under this Agreement.

(3) If the Service Provider needs to collect personal data from JDCRP employees during their work under this Agreement, such personal data may only be used and saved for the execution of these purposes. Any further use of such data by the Service Provider is not permitted.

(4) All documents containing confidential information or personal data of JDCRP shall be handed back to JDCRP upon request at any time, but at the latest without special request upon termination of this Agreement.

**§ 11 Duration of the Agreement, option to renew**

This Agreement runs from \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_. The parties may extend the Agreement by common consent subject to availability of funds and tendering procedures; any such extension will be regulated in a separate agreement.

**§ 12 Final conditions**

(1) Any amendments or additions to this Agreement must be made in writing. This also applies to any change to the written form requirement itself.

(2) Should individual provisions of this Agreement become invalid or unenforceable, this does not impede the validity of the remaining provisions. The parties will replace such invalid or unenforceable provisions immediately by valid and enforceable provisions whose content in their view reflects the valid or unenforceable provisions as economically accurately as possible.

(3) This Agreement and any contractual rights and obligations arising out of or in connection therewith and its consummation shall be governed by and construed in accordance with German law. The place of jurisdiction is Berlin.

Berlin, dated XXXX, dated

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