between
the Friedrich-Ebert-Stiftung
Budapest Office
Fővám tér 2-3, H-1056 Budapest
referred to in the following as the “Customer”

and

Name: Cecilia Estrada Villaseñor
address: c/ General Álvarez de Castro 11 2 izquierda
profession: Researcher

§ 1 Service specification
The Contractor shall be obligated to render the following services:

Writing of the paper “Situation report on the border and migration management at the external borders of the European Union: Morocco/Spain” for the publication “Situation report on the border and migration management at the external borders of the European Union”

§ 2 Remuneration
2.1 For the rendering of the service set out in § 1 of this Agreement, the Contractor shall receive
x remuneration to an amount 350 Euros (brut) per working day, a total of 350 Euros (brut) (minimum of 15,000 characters)
a flat sum remuneration of Euros.
Any value-added tax which may accrue shall be stated by invoice.

2.2 ☐ The agreed-upon remuneration is to be paid in installments
of Euro
The individual installments shall be due on

x The agreed-upon remuneration is to be paid as a single sum following the rendering of the service.
The agreed-upon remuneration shall be paid by bank transfer to:

account/IBAN: ES49 1465 0200 21 1718549639  
bank: ING Direct  
bank code/BIC: INGDESMMXXX

The fee is paid in accordance with the current "Honorartabelle" of the Friedrich-Ebert-Stiftung Budapest Office.

Project – Number FES Budapest: 2328 0250

2.3 If the service is cancelled by the Customer – including on the short term – no cancellation fee will be paid if no agreement to the contrary is made.

§ 3 Taxes and social levies

3.1 Taxes and social levies are to be paid by the Contractor. The Contractor is not insured by the Customer during the period when the service is rendered. In particular, the Contractor is responsible for taking out any insurance for illness, accidents or travel luggage.

3.2 The Contractor warrants that with respect to this contract he/she is working independently in the meaning of the Income Tax Act (Einkommenssteuergesetz) and that he/she also works for third parties besides the Contractor and he/she does not primarily or regularly work for the Customer.

§ 4 Instructions and directions

The Contractor shall work independently in rendering the service set out in § 1 of this Agreement. He/she is free to structure his/her activity within the constraints of the service obligations stipulated in this Agreement.

§ 5 Warranty

5.1 The Contractor shall bear warranty towards the Customer for non-performance or poor performance.

5.2 If the Contractor fails to render the service agreed upon in § 1 of this Agreement by the deadline stipulated under § 1, the Customer’s interest in the rendering of performance shall lapse.

§ 6 Usage rights

6.1 The Contractor herewith grants the Customer the exclusive right to process and change the service and all partial results of the same set out in § 1 of this Agreement as often as the Customer desires. The Contractor may request that his/her name not be used in connection with the service if such is processed or changed. Otherwise the Contractor shall be named as is common upon usage of a service. The Customer shall be entitled to reproduce the service to third parties and in the Internet.
6.2 The Contractor warrants that the rights granted to the Customer pursuant to the service to be rendered have not been conceded or assigned to a third party either in whole or in part.

6.3 The concession and assignment of rights and claims to the service described in § 1 of this Agreement shall be deemed to have been paid for with the remuneration set out in § 2 of this Agreement.

§ 7 The legal venue is Budapest.

§ 8 Incidental expenses
8.1 Travel expenses in the contractor's homeland are covered by the payment agreed upon under § 2 and shall not be reimbursed by the FES Budapest Office.

§ 9 Non-disclosure
The Contractor shall treat all transactions which the Contractor becomes aware of within the framework of his/her service on behalf of the Customer confidentially. Information may not be disclosed to third parties including after the termination of the contractual relationship.

Budapest, den 1.12.2017

[Signature of Contractor]
Cecilia Estrada Villaseñor

[Signature of Customer]
Timo Rinke