**Report Management Contract**

The following arrangements have been made between

*Reporting office AB*

*Street, number*

*Post code, postal town*

– Reporting office / Contractor –

and

*XY Company*

*Street, number*

*Post code, postal town*

– Client / Company –

concerning the activities of the Contractor as a reporting office:

# 1. Subject matter of this contract

## 1.1 Job description of the ombudsman’s office

The Contractor shall act for the Client as an ombudsman’s office and shall undertake the statutory tasks of an internal reporting office pursuant to the Whistleblower Protection Act (Hinweisgeberschutzgesetz)[[1]](#footnote-1).

## 1.2 Services of the ombudsman’s office

Within the framework of his activities as the ombudsman’s office, the Contractor shall perform in particular the following services for the Client:

1. Handling incoming reports and checking them for relevance in compliance law
2. Communicating with the whistleblower, in particularly providing timely confirmation of receipt and informing of the outcome of an investigation of the suspicious facts reported
3. Informing the Client’s compliance officer[[2]](#footnote-2) of reports received as specified in section 1.5 of this contract
4. Advising the whistleblower in respect of legal questions concerning the report (e.g. regarding confidentiality, liability and the consequences of reporting)
5. Advising the Client on further actions, for example in the framework of an internal investigation

## [Optional: 1.3 Operation of a digital whistleblower system and handling the reports

The ombudsman’s office shall provide a digital whistleblower system and guarantee its availability during the term of this contract. In this connection the ombudsman’s office shall also provide the services stated in section 1.2 of this contract.]

## 1.4 Modifications resulting from legal developments

The ombudsman’s office shall examine legal developments that affect the implementation of the whistleblower system during the term of this contract and shall notify the Client of relevant changes and provide suggestions for implementation in a suitable form.

## 1.5 Obligations of the ombudsman’s office in connection with reports received

The ombudsman’s office shall provide confirmation of receipt of the report to the whistleblower within seven days of receipt and shall communicate with the whistleblower where necessary.

The ombudsman’s office shall make an initial check of the received report for validity and legal relevance. The ombudsman’s office shall also check whether the report falls within the material scope of the Client’s whistleblower policy. The ombudsman’s office must inform the Client’s compliance officer immediately of any reports that are not evidently legally and factually irrelevant. In other cases the ombudsman’s office shall include the report in the [**customisable**: quarterly report] of reports received.

Where possible the ombudsman’s office shall inform the whistleblower[[3]](#footnote-3) of the status of the investigation within three months of receipt of the report.

**[Optional:** The Client shall receive information on a quarterly basis about the reports received. This report is restricted to the types and number of reports in the various categories and the result of the validity check and the check for legal relevance.]

# 2. Rights of the ombudsman’s office to safeguard the confidentiality of the whistleblower

Where the Client is informed of the reports received and within the context of the [**customisable**: quarterly report], the ombudsman’s office provides information to the Client about the identity of the whistleblower, provided that the whistleblower has granted his consent to the ombudsman’s office to do so.

If the report was submitted in confidence, the ombudsman’s office is obliged in respect of the whistleblower to safeguard that confidence also in respect of the Client, unless one of the exceptional cases set out in section 3.3 of the whistleblower policy applies.

In the case of reports submitted in confidence, the ombudsman’s office has the right to safeguard the confidentiality of the report in respect of the Client. The ombudsman’s office has the right to refuse to disclose documentation submitted to it in confidence to the Client. The rights of the ombudsman’s office stated above shall continue to apply beyond the ending of this contract.

[**If the ombudsman’s office is managed by a person with a duty of professional secrecy**: In the case of reports submitted confidentially, the Client is not entitled to release the employees of the ombudsman’s office and their support staff who are sworn to secrecy for professional reasons from their obligation to maintain secrecy.]

# [Optional: 2. Remuneration]

# [Optional: 3. Limitation of liability

A separate limitation of liability agreement applies to the performance of the subject matter of the contract stipulated under section 1. This limitation of liability forms a part of the current report management contract.]

# 4. Data processing

Personal data is processed by the ombudsman’s office to enable it to perform the services stated in section 1.2. The ombudsman’s office undertakes to comply with statutory provisions in the processing of personal data.

# 5. Contract period

This contract is concluded for an indefinite period.

# 6. Termination[[4]](#footnote-4)

This contract can be terminated by either party with a notice period of **xxx** to the month’s end. The right to extraordinary termination for good cause remains unaffected.

# 7. Final provisions[[5]](#footnote-5)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Place/Date) Name

 (Reporting office/Contractor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Place/Date) Company

 (for the Client)

1. At present (01.12.2022) only the draft of HinSchG-E (draft law of the Federal Government of 22.07.2022) exists. [↑](#footnote-ref-1)
2. Must comply with the requirements set out in the adoption of the policy. Any other person in the company can be nominated here (e.g. management, head of legal services etc.) who is professionally capable of taking subsequent decisions. [↑](#footnote-ref-2)
3. Restrictions will arise where no digital system has been set up and the report has been submitted anonymously. [↑](#footnote-ref-3)
4. Requires modification if the internal office is managed by a company employee. [↑](#footnote-ref-4)
5. For the commissioning of an ombudsman’s office, a severability clause can be inserted here. [↑](#footnote-ref-5)