



# DRAFT

## CONTRACT ON LIVESTOCK DATABASE

### Guidance to complete contract

- Green fields must be updated before the agreement is concluded



# Contents

<b>1. Parties to the Contract</b>	<b>4</b>
<b>2. Contractual framework</b>	<b>4</b>
<b>3. Scope of theContract</b>	<b>4</b>
3.1 Scope	4
3.2 Future development requests	4
3.3 Changes to the scope of the Contract	5
<b>4. Term of theContract</b>	<b>5</b>
<b>5. Delivery</b>	<b>5</b>
<b>6. Quality</b>	<b>5</b>
<b>7. Prices and price adjustments</b>	<b>5</b>
7.1 Price	5
7.2 Price adjustments	6
7.3 Bonus payable to the Customer and the Customer's employees	6
<b>8. Invoicing</b>	<b>6</b>
<b>9. Payment terms</b>	<b>7</b>
<b>10. Collaboration</b>	<b>7</b>
<b>11. Support and service</b>	<b>7</b>
<b>12. Subcontractors</b>	<b>7</b>
<b>13. Personal data</b>	<b>8</b>
13.1 The Supplier's processing of personal data	8
13.2 Data processing agreement	8
<b>14. Confidentiality</b>	<b>8</b>
14.1 Confidentiality	8
<b>15. Disclosure</b>	<b>8</b>
<b>16. The Supplier's independence</b>	<b>9</b>
<b>17. Rights</b>	<b>9</b>
<b>18. Labour clause</b>	<b>10</b>
<b>19. Termination</b>	<b>10</b>
19.1 Termination of the Contract	10
19.2 Termination pursuant to an order or a judgment	10
<b>20. Separate agreement</b>	<b>10</b>
<b>21. Continued validity</b>	<b>11</b>
<b>22. Breach</b>	<b>11</b>



<b>23. Force majeure</b>	<b>11</b>
<b>24. Liability in damages and insurance</b>	<b>12</b>
<b>25. Assignment</b>	<b>12</b>
<b>26. Governing law and venue</b>	<b>12</b>
<b>27. Signatures</b>	<b>13</b>



# 1. Parties to the Contract

This Contract was made between the following parties:

Landbrugsstyrelsen  
Nyropsgade 30  
1780 København V  
Danmark  
CVR: 20814616

(the “Customer”)

and

[Angiv navn på leverandør]  
[Angiv adresse]  
[Angiv postnummer og by]  
[Angiv CVR-nr.]

(the “Supplier”)

# 2. Contractual framework

The contractual framework consists of the following documents:

- The Contract (this document)
- Annex 1 – Requirement for Livestock Database
- Annex 2 – Supplier offer – Livestock
- Annex 2.1 – Price calculation sheet - Livestock
- Annex 3 – Data processing agreement for Livestock Database

In the event of any discrepancy between the Contract and the annexes, the Contract will prevail. In the event of any discrepancy between the annexes, an annex with a lower number will prevail over an annex with a higher number.

Any adjustments, additions or changes to the deliverables agreed between the parties after the conclusion of the Contract will, however, prevail over the other documents forming part of the contractual framework.

The standard terms and conditions of the Supplier do not form part of the contractual framework.

# 3. Scope of the Contract

## 3.1 Scope

The Contract covers performance of Livestock Database to the Customer. The services are described in more detail in annexes 1.

## 3.2 Future development requests

The Contract further includes the following:

The Customer may present proposals for improvement of the solution to the Supplier in writing. The Supplier shall oblige himself to check improvement requests and validate if they should be included in future versions of the solution.

### **3.3 Changes to the scope of the Contract**

To the extent it does not contravene applicable procurement rules, the Customer may demand changes to the scope of the Contract.

Any demands for changes by the Customer must be made in writing. If requested by the Customer, the Supplier must subsequently prepare a draft amending annex, in which any demands for modifications of the Contract with respect to price, time or security, as a result of the change, are described.

Amendments to the Contract will not become effective until such time as the parties have signed a written addendum to the Contract. The Supplier is not entitled to additional payment, unless a written addendum to the Contract to that effect has been entered into.

## **4. Term of the Contract**

The Contract commences when signed by both parties and remains in effect for a period of 4 years from the date of commencement.

The Customer has an option to extend the Contract by two times for one year each time on unchanged terms. The Customer's option is exercised by written notice to the Supplier within 6 months prior to the expiry of the Contract with effect for one year. If the Customer does not extend the Contract, it will automatically terminate on expiry of the term of the Contract.

## **5. Delivery**

Delivery must be made in accordance with mandatory requirement latest on January 1st 2022.

Non-mandatory requirements must be delivered at the date stated in the suppliers tender.

## **6. Quality**

The services covered by the Contract must comply with any directives, statutes, executive orders, other regulatory requirements and industry standards applicable at the time of signing of the Contract and throughout the term of the Contract.

The services must conform to the specifications of requirements and be in accordance with the Supplier's tender throughout the term of the Contract.

## **7. Prices and price adjustments**

### **7.1 Price**

The prices of the services covered by the Contract are stated in annex 2.1.

Prices are exclusive of VAT, including any form of fees, taxes and duties, outlays, travel costs, secretarial services, copying and other office expenses, etc., unless otherwise provided in the price list and/or the specifications of requirements.



## 7.2 Price adjustments

Prices will not be subject for adjustment for the 4 years where the contract is in effect.

In case the contract is extended beyond 4 years, prices can be adjusted on the basis of developments in Statistics Denmark's Net Price Index at the start of a new contract period.

Adjustments are calculated as follows: Price after adjustment = previous price x price index number applied for adjustment/original price index.

Prices are adjusted at the instance of the party requesting the price adjustment, by notice and documentation of price index and the percentage adjustment requested.

Notice of price adjustments must be given to the other party no later than 60 days prior to the date of adjustment.

Notice of price adjustments must be sent to [state e-mail adresse].

Any notice of price adjustments from the Supplier must be accompanied by the updated prices.

## 7.3 Bonus payable to the Customer and the Customer's employees

Revenue from this Contract must not form the basis of any payment of bonus, discounts or other form of compensation to the Customer or the Customer's employees.

# 8. Invoicing

The Supplier may request payment for the development / Customization when the system / functionality has been delivered, approved and in production as described in the specifications of requirements. The Supplier may further more request payment for the yearly operation, maintenance and support when entering into the period.

Invoicing must be effected according to the rules on electronic invoicing of public authorities applicable from time to time.

Invoices must be sent electronically to the person who placed the order (under EAN number 5798000877955).

The invoice must state:

- Date of issuance (invoice date);
- Invoice number (number to identify the invoice);
- Company registration number of the Supplier (CVR number/SE number);
- Supplier's name and address and the Customer's name and address;
- Name of the person placing the order;
- Contract or order number (if available);
- An informative description of the services supplied – each service must be described on a separate line on the invoice;
- Quantity and unit of the services supplied;
- Price excluding VAT;
- VAT rate and VAT amount;
- Final payment date.

The Customer may reject invoices which are not received electronically or which lack any of the above information, or if invoicing is generally not in compliance with the Danish Act on Public Payments etc.



## 9. Payment terms

The invoiced amount falls due for payment 30 days after electronic submission of a proper invoice, see clause 8.

If the final payment date is not a banking day, the payment date is deferred to the next banking day.

In the event of late payment, the Supplier is entitled to charge interest under the provisions of the Danish Interest Act.

## 10. Collaboration

The parties will jointly ensure that the Contract is implemented at the Customer.

Each of the parties will appoint employees to be in charge of the day-to-day contact in relation to the Contract.

The Supplier's employees in charge of the day-to-day contact must keep the Customer's employees in charge of the day-to-day contact up to date on the progress of the service/services covered by the Contract.

The Parties must notify one another in the event of any doubt as to the conditions for or purpose or performance of a deliverable.

The parties are also under an obligation to notify one another in the event of dissatisfaction with the other party's performance, work or quality in relation to the work.

At the initiative of the supplier, a joint evaluation of the collaboration between the Supplier and the Customer must be performed once a year. These meetings shall take place as virtual meetings (via Skype/Teams). The supplier shall define two alternative dates for the yearly meetings, with at least 3 weeks notice.

## 11. Support and service

The Service Level Agreement from Annex 2 from suppliers tender will form the basis of support and service.

## 12. Subcontractors

The Supplier has assigned the following subcontractors to the Contract:

- [Name and address on subcontractor stated in tender.]
- [etc. ...]

The Supplier must not without prior written consent of the Customer assign the performance of the Contract or any part thereof to subcontractors, replace a subcontractor or change the distribution of roles between the Supplier and the subcontractor.

If subcontractors are used, the Supplier guarantees and is liable for the subcontractors' services in the same way as for its own supplies and services.

Subcontractors are not entitled to raise any form of claim against the Customer under this Contract, including claims for payment or damages.



## 13. Personal data

### 13.1 The Supplier's processing of personal data

If the Supplier processes personal data as part of the performance of the Contract, the Supplier is required to ensure compliance with Danish data protection legislation applicable from time to time in respect of the Supplier's processing of data, and in particular the General Data Protection Regulation<sup>1</sup> and the Danish Data Protection Act<sup>2</sup>.

The Supplier and its employees are required to process personal data in a manner that ensures appropriate security and confidentiality of the personal data, as well as the prevention of unauthorised access to or use of personal data to which the Supplier gains access in connection with the performance of the Contract. Furthermore, the Supplier must ensure that persons authorised to process personal data in connection with the performance of this Contract have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, see clause 14.

The Supplier is not entitled to independently process personal data disclosed as part of the performance of the Contract for its own purposes or to disclose data to any third party, unless otherwise expressly provided under EU law or national law.

### 13.2 Data processing agreement

The parties are subject to the data processing agreement set out in annex 3. The Supplier must not commence processing of personal data on behalf of the Customer prior to the conclusion of the data processing agreement.

## 14. Confidentiality

### 14.1 Confidentiality

The Customer is subject to the rules of administrative law, including section 27 of the Danish Public Administration Act on confidentiality. In connection with performance of the task for a public authority, the Supplier must observe a similar duty of confidentiality, see section 152a of the Danish Criminal Code. The Supplier must inform employees engaged in tasks under the Contract thereof.

Furthermore, the Customer is subject to the rules on open administration, including rules on access to documents. Depending on the circumstances, the Customer is entitled and obliged to grant access to documents to the extent prescribed by law.

## 15. Disclosure

The Supplier will be entitled to state the name of the Customer on a list of references once delivery has been made. Except for the foregoing, any marketing by the Supplier of the service is subject to the Customer's consent.

---

<sup>1</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

<sup>2</sup> Act no. 502 of 23 May 2018 on supplementary provisions to the regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the Danish Data Protection Act).



## 16. The Supplier's independence

The Supplier guarantees that it has not undertaken and will not undertake any other task which would raise reasonable doubts as to the Supplier's ability to fully provide the service under this Contract.

In connection with the performance of its services, the Supplier may, without being required to inform the Customer thereof, be an adviser or provide services to other customers whose interests may conflict with those of the Customer, always provided that no conflict of interests arise on the part of the Supplier in that context with respect to the services to be provided to the Customer.

The Supplier must not use employees if reasonable doubts may be raised as to their ability to fully perform the service under this Contract. The same requirement applies to any subcontractors of the Supplier and their employees.

Under this Contract, the Supplier must immediately notify the Customer of any matter which may give rise to doubts as to the Supplier's or any subcontractors' independence.

## 17. Rights

To the extent the Supplier's services result in material protected by intellectual property rights, the right of use of such material will be acquired by the Customer.

The right of use is acquired in step with the coming into existence of the material, always provided that the Supplier receives consideration in accordance with the relevant provisions of the Contract.

The consideration for the right of use is included in the consideration payable for the services resulting in the material protected by intellectual property rights.

The Customer's right of use is unlimited in terms geography and quantity and for the duration of the contract. In terms of quality, the Customer's right of use comprises any internal and external use of the material in connection with the Customer's business activities. For example, the Customer may use the material in connection with procurements for services corresponding to the services supplied by the Supplier under this Contract.

In addition, the Customer may freely process and maintain the data in the system and may use the results thereof in the same manner as the original material.

The Customer may assign its right of use in whole or in part in accordance with clause 25. Furthermore, and notwithstanding clause 14, the Customer may assign its right of use to a third party to the extent the third party assists the Customer in relation to the Customer's business activities. In that event, the third party must also observe the provisions of clause 14.

If a third party holds any rights in the material, the Supplier guarantees that such rights are fully clarified to ensure that the Customer will have the rights as set out in this provision. The Supplier must indemnify the Customer for any claims arising as a result of third-party rights not being fully clarified as prescribed in this provision.

Furthermore, in the event of infringement of third-party rights, the Supplier must for its own account and subject to agreement with that third party, or by changing or replacing material, ensure that the Customer is given the rights set out in this provision.

The legal position of the Customer pursuant to this provision will not change regardless of whether – or how – the Contract is terminated.



## 18. Labour clause

The Supplier must ensure that employees of the Supplier and subcontractors, if any, who contribute to the performance of the Contract are guaranteed wages (including special payments), hours of work and other conditions of labour which are not less favourable than those applicable to work of the same character pursuant to a collective agreement entered into by the most representative social partners in Denmark within the trade and industry concerned and which apply to the entire territory of Denmark. By “contribute to the performance of the Contract” is meant work performed in Denmark for the purpose of performing the Contract.

The Supplier must ensure that employees of the Supplier and subcontractors, if any, who contribute to the performance of the Contract are informed of the terms of the labour clause.

The Customer may at any time request relevant documentation showing that salary and working conditions meet the obligations under the labour clause.

The Customer may request that the Supplier, upon written demand, obtains relevant documentation, e.g. payslips, timesheets, payroll accounts and employment contracts, for the employees of the Supplier and subcontractors, if any, within ten working days.

For the purpose of assessing whether the Supplier or subcontractors have complied with the labour clause, the Customer may seek advice from relevant employers' or workers' organisations.

If the Supplier fails to meet its obligations under the labour clause, and if this results in a justified claim for additional pay from the employees, the Customer may withhold fees for the purpose of accommodating such claim.

## 19. Termination

### 19.1 Termination of the Contract

Subject to 3 months' notice, the Customer may terminate the Contract against payment to the Supplier for the work performed up until the effective date of termination.

In such events the Supplier must hand over to the Customer any material and data produced in connection with the deliverable. The Supplier will not be entitled to any other form of compensation or damages, including damages for business interruption, loss of profit or other indirect loss, other remuneration or the like.

### 19.2 Termination pursuant to an order or a judgment

If a court of law or the Complaints Board for Public Procurement:

- cancels the Customer's decision to award this Contract to the Supplier;
- declares this Contract null and void;
- considers an amendment to this Contract to constitute a change of fundamental elements which would have necessitated a new contract notice; or
- otherwise orders the Customer to terminate this Contract in whole or in part,

this Contract may be terminated by the Customer in whole or in part at 30 days' notice to the first day of any month. Regardless of the date of termination, the Supplier is not entitled to claim damages as a consequence of termination.

## 20. Separate agreement

The parties agree that clause 19.2 of the Contract constitutes a separate agreement between the parties and will remain in force regardless of whether the Contract is declared null and void.



## 21. Continued validity

Any provisions of the Contract which in the nature of things will continue after the Contract has terminated, regardless of the reason for termination, including, but not limited to, provisions on liability in damages, rights and confidentiality, will remain in force after the termination of the Contract.

## 22. Breach

In the event of actual or anticipated breach, either party is required to notify the other party in writing of the breach, the reason for breach and the date when the breach is expected to be remedied.

If a party has to a significant degree or repeatedly breached its obligations under the Contract or an order, but is not as such in material breach hereof, the other party may terminate the Contract or the order in writing without notice.

The following matters will always be deemed to be material breach entitling the Customer to terminate the Contract with immediate effect by written notice to the Supplier:

- Matters falling within the scope of section 185(2)(ii) of the Danish Public Procurement Act;
- The Supplier initiates reconstruction negotiations or the financial situation of the Supplier is generally significantly impaired, thereby jeopardising the proper performance of the Contract;
- The Supplier enters into bankruptcy, provided the estate does not, based on a written enquiry from the Customer, declare that the estate will affirm the Contract;
- The Supplier discontinues the business activities to which the Contract relates, or other circumstances occur, thereby jeopardising the performance of the Contract;
- Non-compliance with provisions on quality, see clause 6;
- Non-compliance with the duty of confidentiality, see clause 14;
- Non-compliance with the provision on collaboration, see clause 10;
- Non-compliance with the provision on personal data, see clause 13.

The above items are not exhaustive.

Furthermore, the general rules of Danish law on breach apply, including the general rules on delayed delivery and non-delivery. If, as a result of delay, the Customer cancels an order in whole or in part, the Customer is entitled to make substitute purchases for the Supplier's account. Any additional costs in relation to substitute purchases may be offset against any claim from the Supplier.

The Supplier's services will always be deemed to be defective if the service does not comply with this Contract and its annexes, or if the service is not what the Customer could reasonably expect.

At the Customer's request, the Supplier must as soon as possible remedy any defects of which notice has been given. If remedial action is not possible, or if the Supplier has made repeated unsuccessful attempts to remedy a defect, the Customer may instead claim a proportionate reduction of the payment to the Supplier. The proportionate reduction will be fixed taking into consideration the scope and the nature of the defect but will not exceed the payment for the supply.

## 23. Force majeure

Neither party will be deemed to be liable to the other party under this Contract if the liability arises out of matters beyond the party's control and which the party ought not have considered when signing this Contract or avoided or overcome after the signing of this Contract.

The party wishing to claim force majeure must submit written notification thereof without undue delay; however, no later than five working days after the force majeure event occurred.



If a force majeure situation persists for more than 40 working days, or if the force majeure situation is of a nature or duration rendering the final performance of the Contract impossible, the other party may terminate this Contract without notice. Neither party may raise any claim against the other party in that respect.

## 24. Liability in damages and insurance

The parties are liable in damages in accordance with the general rules of Danish law.

However, the parties are not entitled to claim damages for business interruption, loss of profit or other indirect loss, and the total liability in damages of each party under this Contract will not exceed a maximum amount corresponding to two times the fee payable for the specific order, including the fee for any unexercised options. These limitations of liability in damages do not apply to grossly negligent or wilful acts or omissions giving rise to liability.

Throughout the term of the Contract, the Supplier must maintain third-party liability insurance covering damage, injury or loss caused by employees in connection with the deliverables as well as insurance covering faulty advice if the Contract comprises advisory services.

The scope of cover of the Supplier's insurances must be commensurate in scope with the Contract and industry standards.

Furthermore, the Supplier must have taken out any other compulsory insurance, including industrial injuries insurance covering the employees.

## 25. Assignment

Subject to compliance with the procurement rules applicable from time to time, the Customer may assign its rights and obligations under this Contract in whole or in part to another public authority if the responsibility for services comprised by the Contract is transferred in whole or in part to that authority.

The Supplier is not entitled to assign its rights or obligations under this Contract in whole or in part to any third party, unless the Customer has consented thereto in writing.

## 26. Governing law and venue

This Contract is governed by Danish law.

In the event of a dispute between the parties in connection with this Contract, the parties must in a positive, cooperative and responsible spirit endeavour to initiate negotiations for the purpose of settling the dispute. If necessary, the negotiations will be escalated to the highest level in the parties' organisations.

If the parties are unable to reach a solution through negotiation within 30 days of the initial contact, either party may institute legal proceedings before the courts of law.

The venue is the Customer's home court.



## 27. Signatures

**For the Customer:**

Date

**For the Supplier:**

Date

---

Signature

---

Signature

---

Title and name of signatory

---

Title and name of signatory