Agreement

**between**

Agency for Digitisation

Landgreven 4

1017 Copenhagen K

CVR number: 34 05 11 78

EAN 5798009814203

("The customer")

**and**

NAME

ADRESS

CITY

COUNTRY

ZIP CODE

CVR

EAN

("The Consultant")

concerning

Implementation of new features in a Sparx Enterprise Architect MDG Technology

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# Background and purpose

The assignment concerns further development of a Sparx EA MDG technology to support a conceptual and logical (data) modelling with an underlying metamodel in RDF.

RDF is applied to extend the semantics of UML. The current profile, The Plus Profile, applies elements from RDF Schema and OWL (RDFS Plus) as well as a number of necessary RDF elements primarily for the description of the business context. The Plus Profile is a lighter take on enabling ontology (vocabulary) modelling than Ontology Definition Metamodel (ODM), which is currently supported in the form of an MDG in Sparx EA.

The extension of UML is applied as stereotypes and tag definitions, and in Sparx EA, this metamodel is implemented by way of an MDG technology using Logical UML Class Diagrams in EA as a base. (This MDG currently includes a profile definition, diagram definition, toolbox definitions, report templates, various scripts etc.)

# Definitions

Working day means Monday to Friday apart from public holidays in Austria

The Agreement means this Agreement including its appendices and any subsequent amendments and additions hereto.

The Consultancy agreement means this Agreement without appendices and any subsequent amendments and additions hereto.

The Task means the services to be delivered by the Consultant as specified in this Agreement.

# the TASK

## Requirements for the Consultant's services

The Consultant shall deliver the Task and services as specified in this Agreement.

Prior to the signing of the Agreement the Consultant has prepared a Description of the Solution (Appendix 2), in which the Consultant describes in detail how the Task will be performed and how the requirements of the customer's Description of the Task (Appendix 1) will be fulfilled. The Consultant's Description of the Solution (Appendix 2) may not result in non-fulfilment of any of the requirements of the customer's Description of the Task (Appendix 1).

If the Consultant, as part of the performance of the Agreement, shall prepare written material, including notes, reports and publications, such written material shall be edited and proofread before being delivered to the customer.

## Scope of the Task

The Consultant shall perform all the tasks specified in this Agreement and its appendices, and any Task included as a natural part thereof or any Task which the customer with due respect anticipate The Consultant to perform.

The Consultant shall immediately notify the customer if the Consultant experiences any doubt about the scope of the Task or any natural part of the Task that the customer with due respect expect The Consultant to perform during the term of the Agreement.

# Time schedule and term

The Consultant shall commence the performance of the Task on 16.08.2016. The Task shall be finished on 30.09.2016.

When performing the Task the Consultant shall at any time observe the deadlines stipulated in the Agreement.

# cooperation and THE CUSTOMER's participation

## Cooperation

The Consultant shall cooperate with the customer to the necessary and reasonable extent

## The customer's Participation

The customer shall only contribute to the performance of the Task to the extent expressly stipulated in the Agreement or Appendix 1.

However, the customer shall, to a reasonable extent, answer the Consultant's questions in connection with the performance of the Task.

# Conflicts of interest

For the purpose of independence, trustworthiness and reliability when performing the Task the Consultant shall ensure that the Consultant have rendered consultancy services to other customers in connection with services that may raise doubt about the Consultant.

The Consultant shall also ensure that the ownership interests or similar interests of the Consultant in companies or enterprises will not raise any doubts about the Consultant's interests.

The Consultant is obliged to inform the customer of all such consultancy services, ownership interests or similar interests that may raise any doubts about the interests of the Consultant.

# payment and terms of payment

## General Provisions on Payment

The Consultant shall be paid in accordance with Appendix 4.

The payment is stated in DKK and includes all duties existing on the effective date of the Agreement. In case of any alterations in the Danish duties, the part of the payment not yet paid to the Consultant shall be adjusted by the financial net result of such alteration in order for the financial position of the Consultant and the customer inter partes to remain unchanged.

All expenses and costs, including any expenses and costs with respect to travel, hotel, secretarial assistance, translations, office rent and office expenses in connection with the performance of the Task shall be included in the prices stipulated in Appendix 4.

## Agreements on hourly payment

If Appendix 4 stipulates that the Consultant is entitled to hourly payment, the payment shall be invoiced monthly in arrears in accordance with the actual consumption of hours.

The payment shall be calculated on the basis of the Consultant's actual consumption of hours. The Consultant's fee shall be calculated by multiplication of the total consumption of hours by the relevant hourly rate for each of the employees as stipulated in Appendix 4.

The invoice shall be issued on the first of each month for the previous month and shall be accompanied by a specified timesheet for the Consultant specifying in detail how the employee has used the time.

## Agreements on fixed payment

If Appendix 4 stipulates that the Consultant is entitled to fixed payment, such payment shall be invoiced in accordance with the payment schedule in Appendix 4, which shall be based on the milestones of the Time Schedule, cf. Appendix 3.

Invoicing in accordance with the payment schedule of Appendix 4 shall only be made if the Consultant documents the performance of all services to be performed at the time in question under the Time Schedule, cf. Appendix 3 and at the same time the performance is approved of the customer. Failure to provide such documentation will result in postponement of the payment to the Consultant until the Consultant has documented the performance of the services stipulated in the Time Schedule. Postponement of the payment due to lack of timewise correct according to the Time Schedule, cf. Appendix 3 will in no possible way cause that the Consultant will be entitled to use any means that normally are used in a situation of breach.

## Terms of Payment

Payment shall be due current month + 30 days from the customer's receipt of an adequate invoice.

In case of delayed payment, the Consultant shall be entitled to charge interest in accordance with the Danish Interest Act (renteloven).

If a breach at the Consultant due to circumstances that is the Consultants responsibility causes that the customer are not able to pay via electronic transfer the customer will newer could be hold responsible with means that normally are used in a situation of breach.

# delay

## General provisions

A delay shall be deemed to have occurred if the Consultant exceeds any of the deadlines set out in the Time Schedule cf. Appendix 3.

Should the Consultant anticipate any risk of delay, the Consultant shall immediately notify the customer thereof stating the reason for the delay and the expected duration of the completion of the Task. In case of risk of delay the Consultant shall offer to assign additional staff to avoid or cope with the delay, even if such assignment may exceed the number of employees allocated to the performance of the Task.

Should the Consultant's work be delayed due to insufficient contribution from the customer, cf. sub-clause 5.2, the Consultant shall immediately and without unnecessary delay notify the customer thereof. If the Consultant fails to make such a notification, the Consultant shall forfeit the right to claim that any delays may be attributable to the insufficient contribution of the customer.

The provisions of Clause 9 and Clause 10 on termination for breach of contracts and other rights shall also be applicable.

# defects

The Consultant's services shall be deemed to be defective if the services do not fulfil the requirements under this Agreement, or if the services are not up to the standard that may reasonably be expected by the customer.

If the services rendered by the Consultant are found to be defective, the customer shall be entitled to demand remedy of the defects within a suitable short time fixed by the customer or to demand a proportional reduction in the Consultant's fee.

The customer may choose to terminate the entire or part of the Agreement for breach of contract in case of material breach that is not remedied by the Consultant within the suitable short time fixed by the customer.

# Any other breach

The customer’s other rights in respect of the Consultant's breach of the Agreement shall be governed by the general rules of Danish law.

However, the following events are considered material breaches that entitle the customer to terminate the Agreement immediately:

- If the Consultant exceeds one of the deadlines stipulated in the Time Schedule cf. Appendix 3 by more than 10 Working Days.

‑ If the Consultant terminates the business pertaining to the Agreement, or other events occur that by the customer may be considered as being suitable to seriously jeopardize the proper performance of the Agreement.

Should the customer terminate the Agreement for breach of contract, the Consultant shall repay any payment received less the payment for the services approved by the customer. As should the Consultant return effects, documents or any other belonging that the customer is the owner to.

# The Consultant's liability to pay damages

The Consultant shall be liable to the customer in accordance with the general rules of Danish law. The liability to pay damages shall not include operating loss, loss of profits or other indirect losses.

# 

# Rights

The customer shall be entitled to titles, copyright and any other rights to all documents and other products prepared by the Consultant in connection with the performance of the Task, including but not limited to software, reports and data produced by the Consultant as part of the performance of this Agreement.

The customer shall be entitled to make extracts from these documents and data and to publish and surrender such extracts to third parties.

The rights shall be acquired concurrently with the performance of the Task provided that the customer pays the Consultant in accordance with the relevant provisions of the Agreement.

Notwithstanding the above, the methods and tools developed by the Consultant or a third party shall remain subject to the copyright of the copyright owner unless the parties have made a prior written agreement about this.

The Consultant warrants that the Consultant is entitled to make use of the methods and tools. The Consultant is entitled to secure that the customer will be held indemnified for any claims that might be raised in relation to the Task by 3rd party that claims that their rights have been violated.

The Consultant shall be entitled to use the general knowledge acquired in connection with the provision of the Task in other contexts, also in relation to third parties, but always provided that the customer’s anonymity is properly ensured unless otherwise agreed in writing.

# assignment

The customer may assign its rights and obligations under this Agreement to another public institution or an institution owned by the state or to an institution that mainly is operated with public funds.

The Consultant may not in any way assign its rights and obligations under the Agreement to a third party or leave the performance of the Agreement to subcontractors without the prior written consent of the customer.

# commencement and termination

The Agreement shall enter into force upon the parties’ signing and terminate at the conclusion of the Task, cf. clause 4, but no later than 31.12.2017.

The customer may terminate the Agreement at 30 days' written notice. The Consultant shall be entitled to receive payment for the work performed, cf. clause 8.

# interpretation

The Appendices to this Consultancy agreement shall form an integral part of the Agreement. References in this Consultancy agreement to a provision herein shall also include the appendices to the Agreement. In case of any inconsistency between the Consultancy agreement and the Appendices, the Consultancy agreement shall take precedence.

# disputes

The Agreement shall be governed by Danish law.

In case of disputes the jurisdiction is Copenhagen.

Any disputes between the Parties arising out of or in connection with this Agreement shall be attempted to be settled by negotiations between the Parties. If necessary, efforts shall be made to elevate such negotiations to a high level within the Parties' organisations.

If the negotiations are unsuccessful, the Parties shall seek to reach an agreement of jointly appointing an independent expert to mediate and present non-binding proposals for the solution of the dispute.

If such an attempt is also unsuccessful, each Party shall be entitled to demand the dispute finally settled by arbitration. Alternatively, the Parties may agree that the dispute shall be settled by the ordinary courts with jurisdiction in Copenhagen.

The arbitration tribunal shall consist of three arbitrators to be appointed by the president of the high court having jurisdiction over the head office of the customer. The chairman shall fulfil the requirements for being a judge. The Parties may recommend the other two arbitrators, who shall be appointed with proper regard to the special expertise required when judging the dispute brought before the arbitration tribunal.

Failing a majority decision, the chairman shall have the casting vote.

The arbitration tribunal shall decide its own procedure. The decision of the arbitration tribunal, which shall be motivated, shall be given as soon as possible and preferably within six months after the appointment of the arbitration tribunal.

# Signatures

The Agreement shall be signed in two originals, of which one shall be kept by the customer and the other one shall be kept by the Consultant.

Copenhagen Wien

Date: Date:

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

On behalf of the customer On behalf of the Consultant

Appendices

1. **: Description of the Task**

The assignment concerns further development of a Sparx EA MDG technology to support a conceptual and logical (data) modelling with an underlying metamodel in RDF.

RDF is applied to extend the semantics of UML. The current profile, The Plus Profile, applies elements from RDF Schema and OWL (RDFS Plus) as well as a number of necessary RDF elements primarily for the description of the business context. The Plus Profile is a lighter take on enabling ontology (vocabulary) modelling than Ontology Definition Metamodel (ODM), which is currently supported in the form of an MDG in Sparx EA.

The extension of UML is applied as stereotypes and tag definitions, and in Sparx EA, this metamodel is implemented by way of an MDG technology using Logical UML Class Diagrams in EA as a base. (This MDG currently includes a profile definition, diagram definition, toolbox definitions, report templates, various scripts etc.)

This assignment will focus on the possibility of adding the following features the Plus MDG for Sparx EA (version 13), we are able to list the following examples of features that The Danish Digitisation would like to have implemented:

* Functionality that allow addition of multiple tags with duplicate tag names within and MDG-technology model. Aside from filling in the predefined tags, it should be possible to add a new tag-value pair (corresponding with the tags defined by the UML-profile), which then subsequently should appear listed the grouping containing the other tags specified by the MDG-technology.
* A customized dialogue box for the display and input of tagged values within the relevant MDG-technology
* A toolbox association which is ‘born with’ a target association end with the appropriate stereotype
* A consistent way of outputting tagged values in reports
* 'Plus Profile' UML to RDF/XML transformation
* Functionality to import and convert RDF/OWL vocabularies to UML package in a way that is in accordance with the 'Plus Profile'.
* Represent the elements from the imported RDF/OWL vocabularies as ‘standalone’ items in a toolbar.
* Represent object properties as ‘standalone’ associations in related toolbar
* Represent datatype properties as ‘standalone’ attributes in related toolbar

The assignment includes two phases:

**PHASE 1 - CLARIFICATION & ANALYSIS**The clarification and analysis phase shall be conducted as a joint effort between the Danish Digitisation Agency and the supplier, and the purpose of this phase is to clarify the above features, and the implementation costs as well as a detailed time-schedule.   
This phase consists of a full day's workshop (9-16) on-site in Copenhagen discussing the above features. This workshop should be carried out on the X or X of August. No later than one week after the workshop, the supplier must provide a specification and proposal for the implementation of the features discussed on the workshop. Each feature should be individually priced enabling the Danish Digitisation Agency to select which featured should be implemented in the following phase.  
The specification and proposal will be evaluated and based upon the results, the Danish Digitisation Agency will either choose to end the collaboration or proceed with phase two:

**PHASE 2 - IMPLEMENTATION & DOCUMENTATION**In this phase the agreed features will be implemented and documented. The supplier will be provided with the relevant Sparx EA files, and any new features must be incorporated into the existing technology. Features implemented by the supplier must be documented in a separate file.

1. **: Description of the Solution**
2. **: Time Schedule**
3. **: Payment**