

# DANMARKS NATIONALBANK

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## Prevailing legal terms as re- gards the delivery of interna- tional capital flow data (the Contract)

Between

The Customer

Langelinie Allé 47, 2100 Copenhagen Ø – DK

CVR nr.: 61092919

(hereinafter “The Customer”)

and

[Company]

[CVR No. if applicable]

[Adress]

(hereinafter “Supplier”)

**DRAFT**

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## **1. Scope**

This Contract sets out the part of the terms and conditions for the delivery of international capital flow data (hereinafter the Solution) by the Supplier to the Customer.

## **2. Contractual framework**

This Contract was made on the basis of the Customer's procurement procedure for international capital flow data.

The contractual framework consists of the following documents:

- The Contract: Prevailing legal terms (this document)
- Appendix 1 Customer's specifications of requirements
- Appendix 2 Data coverage
- Appendix 3 Supplier's solution description (including price list, and Supplier standard terms and conditions)
- Appendix 4 Supplier code of conduct

In the event of any discrepancy between the Contract and the appendices, the Contract will prevail. In the event of any discrepancy between the appendices, an appendix with a lower number will prevail over an appendix with a higher number. The Supplier has thus provided specific terms and conditions (Appendix 3) to supplement this Contract.

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.

## **3. Prices**

All prices is stated by the Supplier exclusive of Danish VAT.

The Customer shall pay to the Supplier the price stated in Appendix 3.

## **4. Invoicing**

Invoices must be sent electronically to the person who placed the order (under EAN number 5798 0098 10700). International Suppliers may e-mail the invoice to [kreditorbogholderiet@nationalbanken.dk](mailto:kreditorbogholderiet@nationalbanken.dk)

The invoice must state:

- Date of issuance (invoice date);
- The Customer internal case number; TS 223215
- 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;

- Att.: Andreas Kuchler
- Name of Contract/services delivered;
- 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.

## **5. Payment terms**

The invoiced amount falls due for payment 30 days after electronic submission of a proper invoice, see clause 4.

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.

## **6. Intellectual Property Rights**

The Customer holds the right of use of the data provided. The Customer shall have the right to use data provided for tasks lying within the Customer's activities, including (without limitation) for statistical and summary calculations.

The Customer shall have the right freely to process the data and the right to use the results of such processing (aggregated data). The Customer shall have the right to store data provided in its own databases, and this right shall not expire.

The Customer may transfer its right of use to a third party to the extent that such third party assists the Customer in relation to the Customer's activities.

If a third party holds any rights to the Solution, e.g the offered international capital flow data, 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.

## **6.1 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.

## **7. 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.

## **8. Personal data**

The Supplier is data controller, and does not process personal data on behalf of the Customer.

## **9. Marketing and references**

The Supplier may, subject to prior written approval by the the Customer, include the name of the Customer, a picture of the Customer's building, and the Customer's logo on a simple list of references. The Customer does not wish to participate in any other marketing initiatives.

## **10. 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.

## **11. 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.

## **12. The Supplier's breach of contract**

The general rules of Danish law on breach apply, including the general rules on delayed delivery and non-delivery.

The Supplier's services will always be deemed to be defective if the service does not comply with this Contract and its appendices, 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.

## **13. Liability in damages and insurance**

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

## **14. Termination**

### **14.1 Termination for convenience**

If not otherwise stated in the Supplier terms and conditions, the Contract may be terminated by the Customer in writing to the Supplier upon 3 months notice prior to the end of a contractual year. In this case, the Supplier will not be entitled to any remuneration for the following contractual year(s).

#### **14.2 Termination for cause**

If not otherwise stated in the Supplier terms and conditions, cf. Appendix 2, a party may at any time by notice in writing terminate the Contract if the other party is in material default and the default is not cured within thirty (30) work days after receipt of notice in writing of the default.

Any delay in respect of the Supplier's delivery of Deliverables or any agreed milestones or other deadlines exceeding thirty (30) work days will be deemed material default of the Contract.

#### **15. Supplier code of conduct**

The Supplier is expected to support and respect the protection of internationally proclaimed human rights and should ensure that the Supplier's activities do not contribute to human rights violations, as laid down in supplier code of conduct, cf. Appendix 4.

#### **16. Duration**

The Contract shall come into force on the date of the latest signature on the Contract, and the availability of the Solution will be available as soon as possible hereinafter.

The Contract terminates automatically without prior notice 48 months after the availability of the Solution, unless renewed or terminated as specified below.

The Contract can be renewed as further described in the Supplier terms and conditions, cfr. Appendix 3.

#### **17. 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.

#### **18. Signatures**

On behalf of The Customer

On behalf of [Company]

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Name:

Title:

Date:

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Name:

Title:

Date: