Contract agreement for purchase of it consultancy services: test manager for the nemo programme

between

**Nordic RCC A/S**

Copenhagen Towers

Ørestads Boulevard 114

2300 København S

Company reg. no. 42 88 25 85

(”the Customer”)

and

**Name of company**

Address

Postcode, City

Company reg.no. [……]

("the Supplier")

(jointly referred to as "Parties" and individually as a "Party")

# Background and purpose

## This contract document with appendices 1-3 ("Agreement") lays down the terms and conditions for the Supplier’s delivery of a test manager for the NEMO programme – Nordic Flowbased Implementation as a consultancy service to the Customer. Under the Agreement the Customer can purchase the Services the Supplier has described in Appendix 2 (Scope of Works) and priced in Appendix 3 (Price list).

## The Agreement is entered into by the Parties based on request for tenders under the threshold limit according to the provisions in Act no. 1564 of 15 December 2015, clause 4 and 5.

# Contract documents

## The Agreement consists of this contract document with appendices 1-5. In case of discrepancies between the documents, the priority of the documents shall be as stipulated below where the first mentioned appendix is of highest priority. A lower prioritized document can however complete, clarify or supplement a higher prioritized document:

## This contract Document

## Appendix 1: Terms and Conditions for IT Consultancy Services

## Appendix 2: Scope of Works – Project description

## Appendix 3: Price list

## Appendix 4: Business Partner Form

# Contract data

Data in the table below has been inserted on the bases of Appendix 1. If amendments are made to Appendix 1, these will also appear in the table below.

|  |  |  |
| --- | --- | --- |
| **Description** | **Sub-clause** | **Specification** |
| **The Consultant’s access to replacement of employees** | | |
| Key personnel | 6.1 | The following employees are considered as named employees according to the Agreement:   * [Name], [Title] |
| **Consultant’s payment** | | |
| Contract Price | 9.1 | Offered agreement value/price is stated in appendix 3. |
| Currency | 11.2 | EUR |
| Payment plan | 11.6 | Invoice is sent monthly at the end of the month. |
| Price regulation | 9.2 | No price regulation |
| **Transportation- and accommodation costs** |  |  |
| Location | 10.1 | Ørestads Boulevard 114, 2300 København |
| **Invoice and payment** | | |
| Terms of payment  Self-billing | 11.6  9.5-9.7 | 30 calendar days after the Customer has received the final invoice.  Payment is based on the following information:  The Supplier shall send electronic invoice to the Costumer marked with Purchase Order No., contact person and EAN.nr. 5790002646614. The Costumer pays the invoice no later than 30 days after receiving the invoice if the invoice is accepted.  The billing procedure is as follows:  Invoice is sent to [invoices@nordic-rcc.net](mailto:invoices@nordic-rcc.net) with following recipient:  Company name: Nordic RCC A/S  Company reg. no. 42882585  Adress: c/o Copenhagen Towers,  Ørestads Boulevard 114, 2300 København S  EAN no.: 5790002646614  If there are questions regarding the billing process, please contact: [accounting@nordic-rcc.net](mailto:accounting@nordic-rcc.net)  The Supplier is obligated to notify Nordic-RCC in writing if any changes are made to the Supplier’s bank account information. |
| **Liability** |  |  |
| Right to remedy | 14.7 | 1 year after delivery |
| Limitation of liability | 15.2 | 2 times the total Contract Price – either as an agreed fixed price or an estimated payment based on the expected number of hours spent |
| **Insurance** |  |  |
| The Supplier’s Insurance | 16.1 | a professional liability insurance anda general liability insurance |
| **Options** | | |
| Deadline for use of option |  | N/A |
| **Termination for work orders** | | |
| The Customer’s entitlement to termination | 21.4 | 1 months written notice |
| The Supplier’s entitlement to termination | 21.4 | None |

# Conflict of interest

## The Supplier declares that before the start of the agreed Services, the named employees stated in Clause 3, Sub-Clause 6.1 have familiarized themselves with Appendix 1, Clause 7 concerning Conflicts of Interest, as well as that the Supplier declares the named employees understand and accept that they are subject to a responsibility to ensure, that they do not find themselves in a situation where there is a risk of conflict of interest.

## The Consultant is liable for the named employees’ conflict of interest and must actively ensure continuous follow up with its named employees.

# Validity and termination

## The Agreement shall enter into force by the Parties’ signature. Should the Parties not sign the Agreement on the same date, the date of the last signature will trigger the date of when the Agreement is entered into, and then the Agreement will stand in lieu of any other agreements between the Parties regarding the services included in this Agreement.

## The Agreement is effective from signing until 31. October 2023, after which the Agreement will automatedly terminated, unless it is renewed by the Customer before this time, cf. Sub-Clause 5.3.

## The Customer can extend the Agreement 2 times for an additional 6 months each time. The Customer is obliged to give written notice of renewal to the Supplier, within 1 month prior to the termination of the Agreement.

## At the termination of the Agreement and no later than 3 months after termination, the Supplier is obligated to supply data about the Customer’s spend during the term of the Agreement without any separate payment.

# Security Clearance

## The validity of the Agreement is dependent of security clearance of the test-manager.

# Signature

**AS AGREED by the representatives of the Parties**:

Place: Place:

Date: Date:

Signed electronically, see next pages Signed electronically, see next pages

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Nordic RCC (the Customer) Company (The Supplier)

Name, Surname Name, Surname

*Title Title*