

C o n t r a c t

Chapter 1 - THE CONTRACTING PARTIES

Clause 1 The undersigned,

Danish Business Authority

Dahlerups Pakhus
Langelinie Allé 17
2100 Copenhagen
CVR no. 10150817

(hereinafter DBA)

and

[Company + corporate form]

[Business address]

CVR no. xxx

[Delivery address (optional)]

(hereinafter NN)

have concluded the following agreement on Service of the Startup Denmark Secretariat and expert panel 2019-2021

Chapter 2 - DESCRIPTION OF TASK

- Clause 2** NN shall perform all tasks as specified in Annex 1 and technical requirements in Annex 2.
- Subclause 2* Necessary details specifying the content and structure of the contract work shall be agreed between DBA and NN within the framework of this contract and NN's tender dated xx [Month] 2019. To the extent that this contract and its annexes do not provide sufficient guidance, the work shall be performed to correct professional standards.
- Subclause 3* NN shall at all times comply with government requirements and existing legislation in connection with performance of the task, cf. subclause 1.
- Subclause 4* The system must be operational by July 1st 2019 and serviced thru December 31st 2021, unless the contract is extended by DBA
- Subclause 5* The contract may be extended twice for 12 months at a time. DBA must inform NN of the decision to extend the contract 3 months prior to the expiration of the contract term.

Chapter 3 - COOPERATION AND PERSONNEL

- Clause 3** The person responsible for management of the contract at DBA shall be Tobias Panduro, Head of the Startup Denmark secretariat. Day-to-day contact persons at DBA are: Helene Iversen, Head of Section, and Magnus Andersen, Student Assistant.
- Subclause 2* The person responsible for management of the contract at NN shall be [name]. Day-to-day contact persons at NN are: [name] and [name].
- Subclause 3* DBA shall be kept updated on a current basis about the scheduling and progress of the contract work. The parties shall agree on the details of the time schedule and format for such updating.
- Subclause 4* NN shall inform DBA immediately if, in the course of the work, doubt should arise about the conditions, objective or performance of the contract.

- Clause 4** The person responsible for management of the contract at NN shall also handle the overall project management and coordination.
- Subclause 2* To ensure the continuity of the work and the quality of performing the task, NN shall, to the greatest possible extent, avoid replacement of the employees assigned for implementing the contract.
- Subclause 3* If, in exceptional cases, NN has to replace an employee, NN shall assign a new employee with professional qualifications at least equal to those possessed by the previous employee. (This shall be documented by submitting a complete and detailed CV of the new employee). The replacement must not cause additional costs or delays in relation to DBA. For example, DBA shall not pay for new employees getting a level of insight into the work equal to the level possessed by the replaced employee.
- Subclause 4* DBA reserves the right to reject a new employee if the person in question is deemed not to possess the same qualifications as the original one.
- Subclause 5* Following an objectively reasoned request by DBA, NN shall replace an employee.
- Clause 5** NN shall ensure that employees assigned for implementing the contract keep up to date with developments within their respective areas of competence.
- Subclause 2* NN shall furthermore ensure that their employees comply with any instructions that DBA may give on the performance of the task.

Chapter 4 - REMUNERATION

- Clause 6** The total fee for the agreed service, cf. clause 2, shall be DKK [amount] excluding VAT. This amount shall include all charges applicable at the time of concluding the contract, except for VAT. The amount shall include all kinds of outlays, travelling expenses, secretarial assistance, duplication and other office expenses, etc., incurred by NN in connection with the performance of the contract.
- Subclause 2** 90 % of the fee shall fall in five parts and be paid in arrears every six months. 10 % of the total fee will be paid after a successful test of the integration between the operator's system and the system at the DBA.
- Subclause 3** The invoice, showing the name of the contact person in DBA, Tobias Panduro, shall be sent to DBA. Invoicing shall be made electronically with reference to DBA's EAN number 5798000024069. NN is recommended to use the invoice form on Virk.dk (http://www.virk.dk/myndigheder/stat/Digitaliseringsstyrels en/NemHandel_Fakturablanket). The invoice will be paid net cash 30 days after receipt of the electronic invoice.

Chapter 5 - AMENDMENT OF CONTRACT

- Clause 7** Amendments to the contract shall be agreed in writing with mutual signatures. The amendment shall be attached to the contract as an annex.
- Subclause 2** Each of the parties shall notify the other contracting party in writing of any change of address not later than 14 days before the change is to take place.
- Subclause 3** Each of the parties shall notify the other contracting party immediately in case the party changes its status as a legal person, or is subject to bankruptcy proceedings, restructuring proceedings (initiation of negotiations for an arrangement with creditors) or voluntary liquidation.
- Subclause 4** Both contracting parties may request amendments to the nature, extent and time of delivery of the agreed service where the need for amendments arises direct from new legislation or changes in government regulation. Such amendments shall be made in accordance with any notices or deadlines prescribed by the relevant legislation or government regulation.

- Subclause 5* Both contracting parties may request that amendments under subclause 4 include changes in the price of the agreed service if such amendments cause a factual increase or reduction in the cost of supplying the agreed service, cf. clause 2.
- Subclause 6* Both contracting parties may request adjustment of the price of the agreed service if new legislation or change in government regulation in addition to the cases mentioned in subclause 5 causes an increase or reduction in the cost of supplying the agreed service, cf. clause 2.
- Subclause 7* Amendments under subclauses 5 and 6 shall take effect from the time when the new legislation or the change in government regulation causes a specific increase or reduction in the cost of supplying the agreed service, cf. clause 2.

Chapter 6 - ASSIGNMENT OF CONTRACT AND USE OF SUBCONTRACTORS

- Clause 8** NN's obligations under this contract may only be assigned subject to written approval by DBA.
- Subclause 2* NN may only use subcontractors to implement the contract subject to written approval by DBA. The use of subcontractors shall not change NN's responsibilities and obligations under this contract. Thus NN shall be liable for products, services and maintenance supplied by subcontractors under this contract in the same way as for NN's own deliverables.
- Subclause 3* DBA is entitled to assign its rights and obligations under this contract to another public institution, an institution owned by the government or operated essentially on the basis of government funding.

Chapter 7 - COPYRIGHT AND OWNERSHIP

- Clause 9** NN shall retain copyright, ownership and any other right in relation to products supplied or produced by NN in the course of performing the contract.
- Subclause 2* DBA shall retain the full and sole right to publish the data generated by the operator.

Clause 10 Material received from DBA for the purpose of implementing the contract shall remain the property of DBA and may be required to be returned upon completion or termination of the contract.

Chapter 8 - REPRESENTATION AND LEGAL CAPACITY

Clause 11 Neither **NN**, **NN**'s employees nor subcontractors, cf. clause 8, subclause 2, may convey to any third party the impression of acting on behalf of DBA unless this has been agreed in writing with DBA.

Subclause 2 If **NN**, any employee of **NN** or any subcontractor, cf. clause 8, subclause 2, becomes disqualified in relation to the service of the Startup Denmark Secretariat and expert panel, cf. clause 2, DBA shall be notified thereof immediately. Disqualification shall be defined as the occurrence of a situation that may give rise to doubt about **NN**'s, an employee's or a subcontractor's impartiality or independence, for example if the individual in question has a personal or financial interest in the result of the performance of the contract.

Chapter 9 - SECRECY AND CONFIDENTIALITY

Clause 12 **NN**, **NN**'s employees and subcontractors, cf. clause 8, subclause 2, shall observe unconditional secrecy with regard to the service of the Startup Denmark Secretariat and expert panel, both during and after completion of the work.

Subclause 2 Furthermore, **NN**, **NN**'s employees and any subcontractors, cf. clause 8, subclause 2, shall observe unconditional secrecy with regard to other information relating to DBA or other parties that comes to their knowledge in connection with this agreement. This shall similarly apply to material received from DBA for the purpose of implementing the contract.

Subclause 3 **NN** may not use DBA as a reference without DBA's prior consent.

Subclause 4 Furthermore, **NN** may not issue public statements about this agreement or publish any information about the content of the contract without DBA's prior permission in writing.

Subclause 5 NN's employees and subcontractors, cf. clause 8, subclause 2, shall be subject to secrecy under section 152 a and c, cf. section 152, of the Danish Penal Code. The principles of confidentiality in section 27 of the Danish Public Administration Act shall apply similarly to this contract.

Chapter 10 - ACT ON PROCESSING OF PERSONAL DATA

Clause 13 If registers, databases etc. are established or there is exchange with DBA of information containing personal data as defined by the Danish Act on Processing of Personal Data, NN must obtain consent for this from DBA. If such consent is given, NN will receive instructions from DBA specifying rules and procedures on how to handle the information in the form of a data protection agreement (DPA).

Subclause 2 In all circumstances, NN shall implement the necessary technical and organisational security measures to protect personal information against accidental or illegal destruction, loss or deterioration and against any third party obtaining such data, any abuse or any handling of such data in breach of applicable legislation in force from time to time, cf. the General Data Protection Regulation: EU legislation (<https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32016R0679&from=EN>).

Chapter 11 - CONTROL

- Clause 14** DBA may inspect NN's implementation of the contract. DBA and NN shall jointly determine the specific terms and conditions for this.
- Subclause 2** Control by DBA shall not exempt NN from exercising its own control so as to ensure correct implementation of the contract.

Chapter 12 - COMMENCEMENT AND TERMINATION

- Clause 15** This contract shall take effect when both parties have signed the contract. The contract shall be non-terminable on the part of NN. DBA may terminate the contract at a notice of 1 month. DBA may further terminate the contract without notice in case of a restructuring of responsibilities in the public administration of significance to the contract.
- Subclause 2** In connection with DBA's termination of the contract, each contracting party shall fulfil its service obligations until the time of termination. DBA shall pay NN for work that has been implemented and approved by DBA until the termination of the contract.

Chapter 13 - BREACH OF CONTRACT, COMPENSATION, PENALTY AND BANKRUPTCY

- Clause 16** In case a party is in breach of the contract, the other party shall have the rights accorded by the general rules and provisions of Danish law applicable to breach of contract. The party not in breach may for example demand a proportional reduction, demand that the agreed service be supplied, terminate the contract and claim compensation for losses incurred as a result of the breach, or claim indemnification.
- Subclause 2** The basis of liability and the calculation of compensation to DBA shall comply with the fundamental principles of Danish contract law and the general provisions on the liability of consultants and liability in contract, subject to subclause 4.
- Subclause 3** Breach of contract by a contracting party shall be defined as failure by that party to supply the agreed service at the agreed time in the agreed manner.

- Subclause 4* The parties make exceptions for force majeure pursuant to the principles of the Danish Sale of Goods Act. Force majeure in case of delay may be claimed only for the number of working days that the force majeure situation lasts. Force majeure may only be invoked if the party in question has notified the other party in writing not later than five working days after the force majeure situation has come to the knowledge of the invoking party.
- Clause 17** The system must be operational from July 1st, 2019. In case the system does not work from this date and it still is the case after two weeks from July 1st, NN shall pay a penalty of 200 € per day until the system integration is working. The accumulated penalty cannot exceed 10 per cent of the NN's total fee for the assignment. This provision shall not limit the right of DBA to compensation, cf. clause 16, subclause 2.
- Clause 18** When bankruptcy proceedings are initiated against a contracting party, the other party may terminate the agreement immediately to the extent that the provisions of the Danish Bankruptcy Act do not prevent this.
- Subclause 2* If the estate is entitled to subrogate to the agreement pursuant to the provisions of the Danish Bankruptcy Act, the estate must on request give notice within a period of 7 working days as to whether it intends to subrogate.
- Subclause 3* The provision in subclause 1 shall also apply in case of restructuring proceedings, or if the contracting party's financial standing warrants the assumption that the party will be unable to fulfil the contract.

Chapter 14 - APPLICABLE LAW AND JURISDICTION

- Clause 19** This contract shall be governed by Danish law.
- Subclause 2* In case any disagreement arises between the parties in connection with this agreement, either of the parties is entitled to demand that such disagreement be decided by the Copenhagen City Court as the court of first instance.

Chapter 15 - DATE AND SIGNATURE

Clause 20 This contract, which the contracting parties agree to treat as a confidential matter between the parties, has been signed in two identical copies, both equally valid, and each party has received one copy.

Copenhagen, xx [Month] 2019

[Town], xx [Month] 2019

For the Danish Business Authority:

For NN:

Head of Division

Annexes:

Annex 1: Requirements and user stories

Annex 2: Application Programming Interface

Annex 3: [Tender of [date]]