



AALBORG UNIVERSITY
DENMARK

STANDARD CONTRACT

between

Aalborg University
CVR no. 29 10 23 84
Fredrik Bajers Vej 7K
DK-9220 Aalborg Ø

and

[Insert on contract execution]



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[Blue text marks supplementary text which includes comments, recommendations and explanations for the contract provisions.]

[Green text marks the places where information is to be inserted.]



1. BACKGROUND AND CONTRACTUAL PARTIES

The parties: Aalborg University
CVR no. 29 10 23 84
Fredrik Bajers Vej 7K
DK-9220 Aalborg Ø
(the "**Contracting Entity**" or "**AAU**")

and [Insert on contract execution]
(the "**Supplier**")

(collectively the "**Parties**" and individually the "**Party**")

have entered into the following Contract concerning design of device to AAU's project "NeuraLoop" (the "**Contract**").

This Contract describes the conditions applicable to the Parties' cooperation.

2. DEFINITIONS

2.1 The following expressions will have the meanings stated below, unless otherwise stated or made clear from the context:

" Contract ":	This contract.
" Force majeure "	Extraordinary circumstances beyond a Party's reasonable control, and which the Party could not or ought not to have predicted or ought to have prevented or overcome when entering into the Contract. Circumstances at the supplier's sub-contractors may in relation to the performance of the Contract only be deemed Force Majeure to the extent the sub-contractor is in a situation of Force Majeure the consequences of which the Supplier ought not to have prevented, overcome or reduced.
" Date of commencement "	The date for the contracting entity's signature of the contract.
" Goods "	Collective designation for services etc. to be provided by the Supplier under the Contract and its appendices.
" Working Day(s) "	Monday to Friday, except for holidays, Christmas Eve, the last day of the year and Constitution Day.



3. THE PARTIES' CONTRACT

3.1 The Parties' contract consists of the following documents:

1. The Contract *[NB: If the Contract is revised in the tender phase, such revisions are incorporated into this document before the Contract is entered into.]*
2. **The supplier's** tender of *[insert date]* (Appendix 1).

3.2 In case of discrepancy between the above-mentioned documents, the documents apply in priority to each other in the order stated above.

4. THE GOODS

4.1 Description of the goods occur from the requirement specification.

4.2 The **Supplier** is obligated to deliver the Goods on the terms described in the Contract and its appendices.

4.3 The Goods must be in accordance with current legislation and relevant technical and/or professional standards and guidelines.

4.4 The **Supplier** is not restricted as a consequence of the Contract from performing similar Services for other contracting principals.

5. FEES AND SETTLEMENT

5.1 The price the customer shall pay to the supplier of goods as well as any selected options are shown in Appendix 1 (Supplier's tender).

5.2 The prices are fixed.

5.3 All prices are inclusive duties and taxes and all other expenses to be borne by the supplier, but including VAT.

5.4 Payment settled after submission of invoice when the agreed products are delivered in its entirety.

5.5 The Supplier must submit the invoice to:

[insert the receivers name and address]

5.6 The contracting entity is required to pay thirty (30) calendar days after the supplier has shipped satisfactory invoice.



6. BREACH

- 6.1 There is a breach if **the Suppliers** fails to perform its obligations under the Contract, or if the Goods are not consistent with the Contracting Entity's reasonable expectations.
- 6.2 If the Contracting Entity so wishes, any defective Goods must be remedied by **the Supplier** as soon as possible without the **supplier** being entitled to payment in this respect.
- 6.3 If either Party commits a material breach of their obligations under the Contract, the other Party is entitled to terminate the Contract. However, it is a condition for the termination that (i) prior written notice is given of the Party's wish to claim the breach, and (ii) that the breach has not been remedied within 14 days after such notice was given.
- 6.4 If the **Supplier** is declared bankrupt, if a bankruptcy or restructuring petition is filed against the **Supplier**, if a compulsory composition is initiated, or if the **Supplier** enters into liquidation or is subject to compulsory dissolution, this is considered a material breach as stated in clause 0.
- 6.5 If the **Supplier** is in breach of the Contract, the Contracting Entity is entitled to set off the claims the Contracting Entity might have as a consequence of the breach against the **Suppliers** fee.
- 6.6 If the Contracting Entity fails to meet its payment obligations under the Contract, the **Supplier** is entitled to interest in accordance with the rules of the Interest Act in force from time to time.

7. PENALTY

- 7.1 If you want a penalty, it is possible to insert a delivery penalty so that the **Supplier** relies a penalty in cases where the goods are not delivered on time.

8. LIABILITY

- 8.1 The Parties are liable in accordance with the general rules of Danish law, unless otherwise provided by the Contract.
- 8.2 The Parties' liability under the Contract is limited to DKK 500.000.
- 8.3 The limitation of liability in clause 8.2 does not apply if the loss may be attributed to gross negligence or any wilful acts of the liable Party.



9. INSURANCE

- 9.1 The **Supplier** must have valid commercial and liability insurance covering the Goods in the term of the Contract. The **Supplier's** insurance must have a minimum cover equivalent to the **Supplier's** obligations under clause 8.2.
- 9.2 No later than in connection with the conclusion of the Contract, the **Supplier** must document that the **Supplier** complies with provision in clause 9.1.

10. FORCE MAJEURE

- 10.1 The liability to fulfil an obligation under this Contract is suspended to the extent the fulfilment of the obligation is prevented by Force Majeure.
- 10.2 The Parties shall to the widest possible extent contribute to preventing and limiting the negative implications of a Force Majeure situation in relation to the fulfilment of their obligations under the Contract. The prevented Party must resume its performance under the Contract immediately after the end of such Force Majeure situation.
- 10.3 Force majeure in the event of delay may be claimed by no more than the number of Working Days for which the force majeure situation continues.
- 10.4 Where a time limit for the **Supplier's** delivery is postponed due to force majeure, the payments related thereto will be postponed correspondingly.
- 10.5 Force majeure may be claimed only where the relevant Party has given notice thereof in writing to the other Party within 5 (five) Working Days after the force majeure situation occurred.
- 10.6 The Contracting Entity is entitled to terminate the Contract in full or in part if the **Supplier** is prevented from delivering the Services due to Force Majeure for a period of 10 (ten) Working Days within a period of 2 (two) calendar months.

11. CONFIDENTIALITY

- 11.1 The Parties and their staff, sub-suppliers, and advisers shall keep strictly secret any information concerning the other Party's business secrets, business concepts, business connections and other confidential matters of which they obtain knowledge in connection with the preparation, conclusion and performance of the Contract.
- 11.2 The duty of confidentiality in clause 11.1 does not include (i) disclosure with written permission from the protected Party, (ii) disclosure required by a public authority (according to applicable legislation), and (iii) disclo-



sure for the purpose of resolving a dispute between the Parties, and (iv) disclosure to a Party's attorney(s) and auditor(s).

- 11.3 The provisions in clause 11 remain in force notwithstanding termination of the Contract, whether caused by termination, cancellation, etc.

12. ASSIGNMENT

- 12.1 The **Supplier** is not entitled to assign its rights and obligations under the Contract without the prior consent of the Contracting Entity.
- 12.2 The Contracting Entity is entitled to assign its rights and obligations under this Contract without the prior consent of the **Supplier**.

13. SUB-CONTRACTORS

- 13.1 The **Supplier** is only entitled to use sub-contractors for the performance of the Services with the written consent of the Contracting Entity.
- 13.2 The **Supplier** is liable under the Contract for its sub-contractors' products and services, actions and omissions in the same way as being liable for its own affairs, and the **Supplier** is fully liable for the performance of all obligations undertaken under the Contract.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 The Contracting Entity is entitled to use, copy and change any material prepared, developed or assigned to the Contracting Entity by the **Supplier** under this Contract. The Contracting Entity may assign these rights to a third party if such assignment is necessary in order to perform, arrange or change the Services.

The **Supplier** will keep the intellectual property rights in relation to ideas, inventions and any material prepared for the purpose of the performance of the Contract. The **Supplier** may use ideas, inventions and material in connection with subsequent performance of projects for other contracting entities.

- 14.2 Any material prepared by the **Supplier** or obtained in connection with the performance of the Contract must be made available to the Contracting Entity in such a way that the Contracting Entity may use the material for the purpose of performing the Contract or have a third party process the material without the advice of the **Supplier** being necessary in this connection.
- 14.3 Upon termination of the Contract, notwithstanding the reason, the **Supplier** shall hand over all material prepared or developed by the **Supplier**



for the Contracting Entity under the Contract. The Contracting Party is entitled to use the material as the Contracting Party wishes.

15. AMENDMENTS

- 15.1 Amendments to the Contract may not be made unilaterally, but require agreement between the Parties.
- 15.2 Any amendments agreed between the Parties are to be included as a written appendix to the Contract. Amendments which are not made in accordance with clause 15 are not applicable as between the Parties.

16. EFFECTIVE DATE, TERM AND TERMINATION

- 16.1 The Contract comes into force on the Effective Date.
- 16.2 The Contract terminates when each Party has paid the services which either Party is obligated to perform under the Contract.
- 16.3 During the term of the Contract, the **Supplier** may not terminate the Contract.
- 16.4 The Contracting Entity may terminate the Contract by giving 1 month's notice.
- 16.5 If the Contract is terminated under clause 16.4, the **Supplier** is entitled to receive payment for the Goods to be performed by the **Supplier** under this Contract until the time when the Contract ends according to the termination. The **Supplier** is not entitled to any other payment, damages or compensation in connection with the Contracting Entity's termination.
- 16.6 The Contracting Entity is entitled to terminate the Contract without notice if the Complaints Board for Public Procurement or a court sets aside the Contracting Entity's decision to assign the Contract to the **Supplier** or orders the Contracting Entity to terminate the Contract. In case of termination under clause 16.6, clause 16.5 applies correspondingly.

17. GOVERNING LAW AND JURISDICTION

- 17.1 The Contract and any dispute arising out of the Contract are to be settled in accordance with Danish law, with the exclusion of the conflict of laws rules under Danish law.
- 17.2 In the event of disagreement between the Parties, each Party shall participate in a settlement negotiation meeting at the request of the other Party if the Party requesting the meeting has given at least six (6) days' notice. At the meeting, the Parties and/or their advisers, if any, shall seek to resolve



the dispute on the interpretation or implication of the Contract by negotiation.

- 17.3 If the Parties do not wish to hold a settlement negotiation meeting, or if the dispute is not resolved within 14 calendar days of a written request from a Party for a settlement negotiation meeting referring to clause 17.2, the dispute may be brought before the Contracting Entity's home court as the court of first instance having exclusive jurisdiction.

18. SIGNATURES

- 18.1 This Contract is signed in two counterparts of which each Party has received one, both of which are to be considered the original Contract.

Date:
Place:

Date:
Place:

For:

For:

Name:
Title:

Name:
Title: