

# DANMARKS NATIONALBANK

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## Contract on the delivery of ESG screening

Between

The Customer

Havnegade 5, 1093 København K – DK

CVR nr.: 61092919

(hereinafter “The Customer”)

and

[Company]

[CVR No. if applicable]

[Address]

(hereinafter “Supplier”)

**DRAFT**

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<b>Appendix 1</b>	Requirements specification
<b>Appendix 2</b>	Suppliers offer, including standard terms and conditions
<b>Appendix 3</b>	Supplier Code of Conduct

## **1. Background and purpose**

This Contract sets out the part of the terms and conditions for the delivery of ESG screening (hereinafter the Solution) by the Supplier to the Customer.

The Supplier has provided specific terms and conditions (Appendix 2) to supplement this Contract. This Contract includes a number of conditions, which take precedence over the Supplier's terms and conditions.

## **2. Interpretation in case of inconsistencies**

In the event of inconsistencies between the Customer's contract and the Supplier's offer or terms, the Customer's contract conditions prevail. In the event of inconsistency between the terms and conditions of this Contract and the Appendices the Contract will prevail.

## **3. Payment conditions**

### **3.1 Prepayment**

The Customer does not accept requirements regarding prepayment or payment in advance.

### **3.2 Renumeration**

All prices are stated by the Supplier in Danish kroner exclusive of VAT.

The Customer shall pay to the Supplier the price stated in Appendix 2.

### **3.3 Terms of Payment**

The Customer only accepts electronic payment to the Customer's EAN number: 5798 0098 10700.

Invoices are due for payment thirty (30) days following the Customer's receipt of correct invoice.

International Suppliers may e-mail the invoice to [kreditorboghold-eriet@nationalbanken.dk](mailto:kreditorboghold-eriet@nationalbanken.dk)

## **4. 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's right of use shall not be subject to any time-related, geographical or quantitative limitations whatsoever. In qualitative terms, the Customer's right of use shall comprise any use of the data internally or externally in connection with the Customer's activities.

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

The Customer shall have the right to publish and pass on aggregated data.

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 rights to (some of) the data, the supplier guarantees that such rights have been fully cleared so that the Customer obtains the rights stated in this agreement.

The supplier shall indemnify the Customer against any claim arising as a result of a third party's rights not being fully cleared as stated in this agreement.

If a third party's rights are violated, the Supplier shall also have an obligation, for its own account, via an agreement with the third party or by changing or replacing the data to acquire the rights for the Customer stated in this agreement.

The Customer's legal position under the present clause shall not change irrespective of whether – and if so, how – the agreement is terminated.

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

General Danish law applies in case of the Supplier's breach of contract, unless otherwise stated below.

## **6. 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.

## **7. Confidentiality**

The Supplier and the Supplier's personnel shall observe absolute and unconditional confidentiality as regards information about the Customer's circumstances and data of which they obtain knowledge in connection with the performance of the Contract.

The Supplier shall instruct any Subcontractors, Subcontractors' personnel and other assisting the Supplier in connection with the performance of the Contract to observe a similar duty.

The duty of confidentiality shall also apply after the termination of the Contract irrespective of the cause.

### **7.1 The Customer duty of confidentiality**

The Customer and its personnel shall observe confidentiality in accordance with the applicable regulation for employees in the public administration.

## **8. Termination**

### **8.1 Termination for convenience**

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).

### **8.2 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.

## **9. 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 the Customer's Supplier Code of Conduct, cf. Appendix 3

## **10. Duration**

The Contract shall come into force on the date of the latest signature on the Contract.

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

The parties can renew the Contract as further described in the Suppliers terms and conditions, cf. Appendix 2.

**11. Choice of law and venue**

Danish law exclusively governs the Contract without regard to international private law regulations or principles of Danish law leading to the application of other laws than substantive Danish law, hereunder excluding choice of law rules and the United Nations Convention on the International Sale of Goods (CISG).

**12. Signatures**

On behalf of The Customer

On behalf of [Company]

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Name:

Title:

Date:

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Name:

Title:

Date:

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