

CONSULTANCY SERVICES CONTRACT REGARDING INNOVATION COMPETITION FOR YOUNG ENTREPRENEURS ACROSS THE ARCTIC REGION

The Danish Ministry of Foreign Affairs

(hereinafter referred to as MFA)

Asiatisk Plads 2

DK-1448 Copenhagen K

and

[Name of Service Provider]

(hereinafter referred to as the "Consultant")

[Address]

[postcode and town]

[central bus. reg. no.]

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Introductory provisions

1.1 Preamble

This Contract governs the cooperation between the Consultant and MFA for the organization and carrying out of an innovation competition for young entrepreneurs across the Arctic region as stipulated in appendix 1.

The innovation competition for young entrepreneurs across the Arctic region is part of a greater initiative with the aim to strengthen efforts for young people in the Arctic.

The innovation competition is initiated as an integrated part of the Danish Government Foreign and Security Policy Strategy 2019-2020 and the Kingdom of Denmark's Arctic Policy 2011-2020. The project will be carried out in close cooperation with the Government of Iceland, the Government of Greenland and the Government of the Faroe Islands.

1.2 Definitions

The »Contract« means this Contract and all appendices and addenda according to the Contract.

»Contracting Parties« mean MFA and the Consultant.

»Task« means the agreed task to be delivered by the Consultant.

1.3 Contractual basis

- The Contract
- Terms of Reference (**Appendix 1**)
- The Tenderer's descriptions (**Appendix 2**)
- CSR and Labour Clause (**Appendix 3**)
- Letter of Commitment (**Appendix 4**)
- Solemn Declaration (**Appendix 5**)

In case of conflict between the wording of this Contract and the wording of the Appendices, this Contract takes precedence over the Appendices.

The Consultant's business terms etc. do not apply in the contractual relationship between the Contracting Parties.

2. The Service

2.1 The task

The task as described in the Terms of Reference (Appendix 1) must be performed in accordance with the Contract.

Unless otherwise determined, the completed task must be carried out before 1st July 2020. The Consultant must deliver the completed task prior to the deadline for completion of sub-tasks stipulated in the Terms of Reference (Appendix 1).

2.2 Warranties

The Consultant warrants that the task will be completed in accordance with the stipulated requirements, the legislation applicable from time to time, relevant regulatory requirements and good practice in the industry and that the task will be completed on time.

The Consultant warrants that the employees and any subcontractors used by the Consultant have the competencies required for performing the task.

The Consultant warrants that the task, including material, does not infringe any third-party rights.

3. Self-monitoring

The Consultant undertakes to establish the necessary and usual framework and procedures to ensure the quality of the agreed tasks.

The Consultant must establish necessary and relevant self-monitoring procedures which in a detailed way internally in the Consultant's organisation and with any subcontractors aim to ensure that tasks are delivered correctly in accordance with the requirements of the Contract in this regard.

MFA intends to follow up on the quality of the Consultant's work.

The Consultant is under a duty – at MFA's written request – to submit documentation to the effect that the Consultant and any subcontractors comply with the agreed self-monitoring procedures.

4. Cooperation

4.1 General

The Contracting Parties must perform the Contract in good faith in a manner suited for facilitating cooperation and a smooth performance of the tasks covered by the Contract.

4.2 Cooperation organisation

When the Contract is concluded, MFA will appoint a contact person who will be the Consultant's contact with MFA and who is authorised to bind MFA in relation to all matters pertaining to the Contract.

Similarly, the Consultant will appoint a contact person to handle the contact to MFA, including in particular MFA's contact person, in connection with the performance of the Contract and who is authorised to bind the Consultant in relation to all matters pertaining to the Contract.

MFA's contact person is Special Advisor Jacob Bay, jacojo@um.dk and Head of Section Sebastian Byth sebbyt@um.dk.

The Consultant's contact person is [redacted], email [redacted], telephone number [redacted].

The Consultant must accept a reasoned request from MFA for substitution of persons in the Consultant's cooperation organisation, unless this will jeopardise the Consultant's performance of the Contract.

For reasons of continuity of a task, the Consultant may not, on its own initiative, substitute employees/the contact person for a task, unless such substitution is due to the personal circumstances of the employee/contact person or other external circumstances beyond the Consultant's control.

Substitution of employees/contact person in the Consultant's cooperation organisation can only take place for persons with similar competencies. MFA reserves the right to approve or reject a new employee. A rejection must be reasoned.

4.3 Meetings and evaluation

The cooperation between the Contracting Parties begins with a start-up meeting.

The cooperation between the Contracting Parties is evaluated at a common review meeting 2-4 weeks after commencement of the Contract and subsequently at common review meetings minimum once every month and upon expiry of the Contract.

The evaluation will have the primary purpose of ensuring optimal cooperation between the Contracting Parties. In addition, the evaluation also serves the purpose of following up on any general questions to which the consultancy service gives/has given rise. The Consultants contact person will convene the review meetings and send out the agenda for such meetings.

When the cooperation ends, a handing-over meeting may be held, see details in Clause 12.3.

The Consultant participates in the start-up meeting, review meetings and the handing-over meeting without separate payment.

The Consultant will take minutes of meetings.

5. CSR and labour clause

The Consultant and its subcontractors will be subject to MFA's CSR requirements and labour clause applicable from time to time, see Appendix 3.

6. Rights

6.1 Proprietary rights

MFA acquires absolute ownership, copyright and any other intellectual property right to all parts of the task, including material, such as reports, tables and diagrams etc., produced under the Contract.

The copyright to the methods and tools employed by the Consultant which have been developed by the Consultant or a third party belongs to the rightsholder.

The rights are acquired as the task is performed on the condition that MFA pays the fee to the Consultant in accordance with the Contract.

All material made available by MFA for use for the Consultant's work under the Contract is the property of MFA, and the Consultant is under an obligation to clearly identify such material as the property of MFA in the period during which it is in the Consultant's possession, e.g. by labelling it etc., and to maintain appropriate insurance that also covers MFA's property.

In the event of Contract termination, bankruptcy etc., MFA is entitled to have the material returned. The Consultant has no lien on the material.

6.2 Third-party rights

The Consultant warrants to MFA that tasks under the Contract do not infringe third-party rights, including patents or copyrights.

If proceedings are instituted against MFA claiming infringement of third-party rights, MFA will notify the Consultant in writing, and the Consultant will then conduct the case and pay all costs associated with such proceedings.

The Consultant undertakes to indemnify MFA for any claim brought by a third party against MFA relating to the Consultant's failure to observe third-party rights, including any damages.

The Consultant also undertakes to compensate MFA for any legal expenses paid by MFA to safeguard its interests.

6.3 Assignment of rights

MFA is entitled to assign its rights and obligations under the Contract to a third party, including e.g., but not only, to another public institution or an institution or business that is publicly owned or is essentially operated by means of public funds.

However, assignment is only permitted to the extent the assignment is in compliance with applicable procurement rules etc.

The Consultant cannot assign or grant a charge over its rights and obligations under the Contract to a third party without MFA's prior, written consent.

7. Duty of silence and confidentiality

The Contracting Parties are bound by a duty of silence with regard to all information of which they obtain knowledge in connection with the performance of the Contract, including information about the other Contracting Party's affairs.

The duty of silence also extends to the Consultant's subcontractors.

The Consultant must ensure that all employees working on the delivery of the task for the Consultant and its subcontractors sign a non-disclosure agreement.

The rules regarding employees in the Danish public administration apply to MFA.

The Consultant may only include MFA on a reference list with MFA's prior, written approval.

The duty of silence also applies after the expiry of the Contract, regardless of the reason for such expiry.

8. Economy

8.1 Fee

MFA must pay the price specified in the Terms of Reference (Appendix 1).

No other fees are payable to the Consultant.

All prices are in Danish kroner (DKK). The prices are not indexed. The prices are including direct and indirect taxes and all expenses and costs, including but not limited to travelling and accommodation expenses for journeys to/from Greater Copenhagen, insurance, administration, general and specific office expenses etc. See Terms of Reference (Appendix 1) for more.

The tenderer is free to seek additional funding from other sources.

8.2 Payment

Fees are invoiced when the task are delivered according the time of delivery, see Appendix 1.

Invoicing must take place by submitting a satisfactory electronic invoice, see Danish Act No. 798 of 28 June 2007 on public payments etc. as amended, via EAN no. and must include the information specified in Executive Order No. 206 of 11 March 2011 on electronic invoicing to public authorities.

Fees fall due for payment 30 days after the Consultant submitted a request for payment of a satisfactory invoice, see below. Request for payments can be submitted in installments of 25% upon award of the contract, 25% after

the selection of participants for the competition, and 50% after the submission of the outcome document. It is at the MFA's discretion to decide if request for payments made by the consultant, before the above mentioned deadlines, can be accepted.

Invoices must be submitted in Danish and include the following information, unless otherwise specifically agreed with MFA's contact person:

- Name and email of the contact person with MFA
- Specification of the task
- Date of ordering and date of delivery of the Consultant's tasks
- Itemized invoice amount in DKK

The electronic invoices must be submitted to EAN no. 5798000009400.

The Consultant cannot as a consequence of the electronic invoice collect charges or any other kind of compensation.

9. Insurance

By signing this Contract, the Consultant confirms to have taken out the usual insurance policies for the industry, including professional indemnity insurance. By signing the Contract, the Consultant warrants that such insurance has been taken out and will be maintained for the entire Contract Period. MFA is entitled to request documentation of such insurance.

10. Breach

10.1 General

Unless otherwise stipulated in the Contract, the general rules of Danish law apply, including concerning damages. The Contracting Parties are not liable for operating losses, loss of profits or other indirect losses.

The Consultant's performance of the task is subject to general consultant's liability.

10.2 Delay

If the Consultant fails to observe an agreed date of delivery or anticipates that an agreed date of delivery cannot be observed, the Consultant must notify MFA in writing without undue delay about the earliest possible date of delivery. This will not, however, release the Consultant from its obligation to deliver on time.

10.3 Defects

A defect in the task exists if it is not in compliance with the guarantees and warranties issued by the Consultant or is otherwise not in compliance with the requirements stipulated in the Contract or as MFA could reasonably expect.

10.4 Repudiatory breach

A repudiatory breach exists i.a. in the following cases:

- The Consultant's bankruptcy if the bankrupt estate does not without undue delay, upon enquiry from MFA, give notice that the estate will assume the rights and duties under the Contract
- The Consultant's reconstruction, opening of negotiations for a composition with creditors or otherwise materially deteriorated financial situation which jeopardises the proper performance of the Contract
- The Consultant's ceasing to perform the activities covered by the Contract, or if other circumstances arise that jeopardise the proper performance of the Contract
- Material breach of CSR requirements or labour clause by the Consultant or subcontractor, see detailed regulations in Appendix 3
- Failure by the Consultant to take out insurance, see Clause 9.

The list of examples is not exhaustive.

11. Amendments

Any amendment of the Contract must be agreed by the Contracting Parties in writing and appended to the Contract in the form of a numbered and dated Addendum.

12. Duration

12.1 Contract Period

This Contract enters into force when signed and continues in force until the project has been finally delivered and approved.

12.2 Termination

MFA may terminate the Contract with one (1) month's notice without stating any reason.

The Consultant may terminate the Contract with three (3) months' notice without stating any reason.

12.3 The Consultant's obligations upon the expiry of the Contract

When the Contract expires, regardless of the reason for such expiry, the Consultant must free of charge return all MFA material, including all information and data, in the Consultant's possession, see Clause 7.1. If MFA so desires, the task will be handed over at a handing-over meeting.

Information must be provided in a common electronic format that enables MFA to further process it.

If required, the Consultant must enable MFA to assign the Contract to a third party without undue difficulty. In this connection, the Consultant is under an obligation to cooperate with such third party to the requisite extent to ensure a smooth assignment.

13. Disputes

This Contract is governed by Danish law.

Either of the Contracting Parties is entitled to demand that disputes be settled by the ordinary Danish courts of justice. The proper venue is the Copenhagen City Court.

14. Signatures

This Contract is executed in two identical copies of which each Contracting Party receives one.

Date

Date

For the Danish Ministry of Foreign Affairs

For the Consultant