



Short Term Consultant Contract

**Office/Département**  
Centre for Energy  
Resources

**Date**  
23. Maj 2016

**J nr.** 2016-230

/

## **I. The Parties**

1. Ministry of Energy Utilities and Climate, The Danish Energy Agency, Amaliegade 44, DK-1256 Copenhagen K, Denmark, (EAN Location No. 5798000020009) (hereinafter "DEA"), as the Client,

and

< > (hereinafter <>) as the Contractor (hereinafter "the Parties").

## **II. Recitals**

2. Whereas DEA wishes to contract the assignment of the preparation of a report regarding the physical consequences and financial costs of accidents within the business of extraction of oil, gas and geothermal energy in the Danish subsoil

## **III. Objectives of the Contract**

3. The contractor shall assume the duties and obligations specified in the attached Terms of Reference (Annex A), which forms an integral part of this contract.

4. The Contractor's tender, dated < >, and the activity plan, dated < > are enclosed in Annex B and C.

5. The contract starts < > and concludes < >.

## **IV. Personnel**

6. The responsible project manager is < >.

7. The daily management is accomplished by < >

8. In addition, the following consultants are attached to the assignment < > as stated in the tender.

**Danish Energy Agency**

Amaliegade 44  
DK-1256 Copenhagen K

P: +45 3392 6700

E: ens@ens.dk

www.ens.dk

9. Any changes in personnel cannot take place without prior agreement.

## **V. Budget**

10. Payments for consultant services based on time spent according to Terms of reference and cannot exceed <DKK > exclusive VAT without prior agreement.

11. It is the sole responsibility of the Contractor to pay for all taxes, social security contributions, medical insurance premiums, legal responsibility insurance, secretary assistance, photocopies, other kinds of office expenses and other mandatory expenses, which arise as a result of this contract.

12. Invoices shall specify the duration of the work period, agreed daily rate and reimbursable expenses.

13. Invoices are payable 30 days from invoice date. 50 % of the payment will be made when the DEA has approved the draft report before it enters into public hearing. The payment of the remaining 50 % of the overall budget will be made upon DEA's approval of the final report.

14. The final accounts shall follow the budget lines stipulated in Annex D to this contract. If the accounts include reimbursable expenses, a certified auditor shall audit the accounts.

## **VI. General Conditions**

15. The Contractor undertakes the assignment in accordance with the best professional practices and any particular instructions given by DEA with respect to the work specified within Terms of Reference (Annex A).

16. The contractor agrees to observe and respect the laws in force in the country, where the Contractor carries out the duty.

17. DEA's project manager is Michael Bøgh.

18. The Contractor's employees observe full confidentiality of any information related to this contract regarding the Client. When the contract concludes, any sources or data given by the Client must be returned.

## **VII. Miscellaneous conditions**

19. The Client possesses the copyright of any material produced by the Contractor under this contract. The owner of the final report will be the Danish Energy Agency. The Danish Energy Agency will be free to use the final report or any extract of the report (including data) for any purpose, which the Danish Energy Agency considers to be relevant.

20. The Client is entitled to terminate the contract without further notice. In the event of termination the Contractor is entitled to payment of fees for work performed and reimbursable expenses incurred prior to the termination, provided that the results hereof are made available to the DEA.

21. The parties make reservations for force majeure.

22. The contract is within jurisdiction of Danish law.

23. If disputes over the contract occur between the parties, the dispute shall be settled by arbitration in Copenhagen according to the provisions of Act. No. 553 on 24 June 2005 on Arbitration.

24. This contract is executed in two copies.

**Annexes:**

- A. Terms of Reference
- B. Contractors Tender
- C. Activity Plan
- D. Budget

**Signatures:**

The Danish Energy Agency

The Contractor

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_