



METROSELSKABET

Safety Culture Consultancy: Leadership capabilities and change management Agreement

Agreement no. [XXXXXX]

Document ID: MS-X-SE-OHS-OHS-SAF-0005

Version: 1.0

Issue date: 20.12.2017

Issued by: Metroselskabet I/S

Approved by: HVI

Hans Peter Blond-Vildersbøll

Checked by: EIS

Eva Isager-Sally

Prepared by: CIH

Cecilie Ibenholt Helbo

Pages: 9

Table of attachments

App. no.	Title/Subject
1	Schedule of Prices

Revision summary

Version	Date	Scope of revision	Change description
1.0	18-12-2017	First edition	

Table of Contents

1	Parties	3
2	Purpose	3
3	Basis for Agreement	3
4	Services	3
5	Time Schedules	4
6	Prices	5
6.1	Budget and Deadlines	5
6.2	Fee	5
7	Payment	6
8	Intellectual Property Rights	6
9	Confidentiality	7
10	Postponement and Termination for Convenience	7
11	Insurance	7
12	Termination	8
13	Disputes and Legal Framework	8
14	Signatures	8
	Appendix 1	9

1 Parties

Between

Metroselskabet I/S
Metrovej 5
DK-2300 København S
Denmark

Reg.No. 30823699

in the following called the 'Employer'

and

[...]

in the following called the 'Consultant'

2 Purpose

The parties have made the following agreement concerning consulting service in relation to the assignment *Safety Culture Consultancy: Leadership capabilities and change management* that is to be conducted for the Employer.

3 Basis for Agreement

For this Agreement the following documents shall apply. In event of discrepancies the documents prevail in the below listed order of priority:

1. The present Agreement
2. Metroselskabets Code of Conduct
3. Scope of Services doc. no. MS-X-SE-OHS-SAF-0003
4. Consultant offer [dated xx.xx.xx]

4 Services

The services to be delivered by the Consultant include as further described in Scope of Services doc. no. MS-X-SE-OHS-SAF-0003.

All services related to the assignment must be delivered on time and quality due to the Scope of Services. All services including hourly consumptions must be agreed upon with the Employer in details prior to execution. Vacation must be scheduled in accordance with the Employer's needs and must be agreed with the Employer beforehand.

Specific key employees are appointed and registered at the List of Key Employees below [below table to be updated cf. tender]:

Function	Employee name	CV no.
Partner/Managing consultant		
Senior Consultant		
Associate		
...		

If resignation or illness necessitates replacement of one or more key functions, the Consultant must immediately replace the key employee with another key employee whose skills and qualification shall, as a minimum, be the same.

If, based on the reasonable assessment of the Employer, cooperation with one of the Consultant's appointed employees does not work satisfactorily, the parties must as soon as possible start discussions on substituting the employee in question.

The Consultant must be able to be represented on a qualified level at meetings at the Employer's address in accordance with the Employer's Time Schedule.

Should the Consultant while performing the services inspect the assets on the Employer's address, the Consultant is obliged to comply with any health and safety requirements applicable for the specific address.

The Consultant is obliged to comply with the Employer's Code of Conduct.

5 Time Schedules

Implementation of strategies in accordance with Scope of services (doc. no. MS-X-SE-OHS-SAF-0003). Detailed time schedule is to be agreed between parties latest [xx.xx.xx].

If external conditions, which are not or should not be known by the Consultant, change the scope of services resulting in changes in price and/or time, it is the responsibility of the Consultant without any delay to give the Employer written notice hereof, including specification of the conditions in question and consequences in terms of time and price estimated by the Consultant. Subsequent adjustments of time and price must be agreed on by the parties.

Any additional service to be provided by the Consultant under the Agreement, due to the Employer's changed requests shall be submitted in writing to the Employer for approval and acceptance before the Consultant implements any additional services. An extension of the agreement due to additional services may effect time and price.

Disagreements on whether a service is additional or on adjustments of time or price, do not entitle the Consultant to refuse to perform the service in question. Disagreements may ultimately be solved in accordance with section 13 *Disputes and Legal Framework*.

6 Prices

6.1 Budget and Deadlines

Commencement of the Agreement occurs upon signing of the Agreement. Completion of services shall be upon the completion date in accordance with the Employer's Time Schedule.

Specific deadlines and other conditions are described in the Employer's Time Schedule.

The Consultant shall complete all services within the maximum budget of DKK 2.800.000 excl. travel expenses (cf. Section 6.3 *Unit Rates*) in accordance with Appendix 1 *Schedule of Prices*.

If external conditions, which are not or should not be known by the Consultant, change the scope of service resulting in overrun of time and/or max. budget(s), it is the responsibility of the Consultant without any delay to give the Employer written notice hereof, including specification of the conditions in question and consequences with respect to the time and budget estimated by the Consultant. Subsequent adjustments of time and/or max. budget(s) must be agreed upon by the parties.

Any additional service to be provided by the Consultant under the Agreement, due to the Employer's request shall be submitted in writing to the Employer for approval and acceptance before the Consultant implements any additional service.

Disagreements on whether a service is additional or adjustments of time or max. budget(s) do not entitle the Consultant to refuse to perform the service in question. Disagreements may ultimately be solved in accordance with Section 13 *Disputes and Legal Frameworks*.

6.2 Fee

The Fee is specified on consumed hours on the project and the below instructions.

The Fee is calculated by multiplying the hours spent by employees on the task with the relevant rate for each employee in accordance with Appendix 1 *Schedule of Prices*.

The Consultant shall register hours spent on a daily basis showing how many hours any employee has spent on the services agreed upon in the Agreement. The documentation for hours spent shall be submitted as attachments to the invoice and shall be submitted to the Employer upon Employer's request.

Time spent on correcting errors made by the Consultant cannot be charged.

Time used for travelling back and forth to the Employer's office at Metrovej, Copenhagen or any other of the Employer's site(s) to meetings, workshops etc. cannot be charged. Direct documented travelling cost from more than 30 kilometres from Employer's office at Metrovej or any other of the Employer's site(s) will be paid as per account by the Employer.

7 Payment

Fee and expenses are paid monthly as per account rendered. Payment will be at the latest 30 days after the Employer's receipt of correct invoice. Documentation for traveling cost, cf. Section 6.2. shall be attached the invoice.

All invoices shall state the Employer's project number and a review-list of all employees on the project, hourly rates, and hour consumption divided into employee categories incl. travel expenses (if any) shall be attached.

Invoices covering expenses shall have copies of expense receipts attached.

Fee invoices, expense invoices and credit notes are submitted digitally to the Employer. The described attachments and copies of original invoices are submitted separately by e-mail to the contact person cf. Section 1.

EAN number: 57900016633940

8 Intellectual Property Rights

The Employer has the entire and unrestricted right of use of the material. This includes the right to change the material (including background material), which the Consultant is preparing in connection to this project including all intellectual property rights attached to this material.

Similarly the Employer has the entire and unrestricted right of use, including the right to change, to ideas, knowhow etc., which the Consultant has developed in connection to this project – even if those ideas/that knowhow etc. may be patentable or protectable by other means.

It is specified that the Employer's right of use also applies in relation to other projects including projects where the Employer acts as a consultant for a third party in relation to construction and/or office facilities and/or site facilities within Metroselskabet.

The Employer's affiliates as Hovedstadens Letbane I/S shall have the same rights as the Employer in regards to Intellectual Property Rights.

Any other intellectual property right to the prepared material and ideas remains with the Consultant.

The Consultant is obliged to enter into agreements with his subcontractors (if any), which ensures that the Employer obtains the same legal position in every aspect to any material prepared by the subcontractors, as stated in section 9, section 12, and section 13. The Consultant shall upon the Employer's request document those agreements.

The Consultant shall hold the Employer harmless for any costs incl. legal fees raised by third party for breach of intellectual property rights.

9 Confidentiality

The parties are mutually obliged to keep all information brought to their knowledge as part of their contractual relationship provided the information is not generally known or generally accessible, confidential.

The Employer will lead on any and all public relation activities concerning the project. Any statement regarding the Consultant will be stated loyally.

If the Consultant exceptionally has the need to address the public or the media to protect his own vital interests, the content and form of such statements must be reviewed by the Employer in advance.

The Consultant recognises that the Employer is entitled to provide access to documents to the extent laid down in the Danish Public Information Act (*offentlighedsloven*) or the Danish Public Administration Act (*forvaltningsloven*).

10 Postponement and Termination for Convenience

The Employer has the right to postpone or terminate the project for convenience at any time with a 2 week notice without paying financial damages, except if explicitly stated otherwise in this section. The Employer pays the Consultant for the performed services agreed with the Employer until the point of postponement or standstill.

In case of termination for convenience, the Employer is entitled to use the material prepared by the Consultant as stated in section 8 *Intellectual Property Rights* without compensation.

The conditions also apply for partial postponement or partial termination for convenience.

11 Insurance

The Consultant is obliged to cover his responsibilities in accordance with Danish law.

The Consultant is obliged to maintain the above mentioned insurances at all times and shall submit insurance certificates issued by the insurer upon request from the Employer.

The insurance company of the Consultant is obliged to pay compensation directly to the Employer, if the Employer is the injured party.

12 Termination

Solving the services related to this agreement both parties are responsible for violation of contract under current legislation. However, no compensation will be paid due to operating loss, profit loss or other indirect loss.

If the Consultant fail to fulfill its obligations in accordance with this Agreement, and it is not corrected within the timeline given by the Employer, the Employer holds the right to cancel the agreement immediately and demand compensation in accordance with the ordinary rules of Danish law.

A termination of the agreement has no consequences for the intellectual property rights for the Employer of the already provided services from the Consultant, cf. section 8, regardless of the circumstances of the termination.

13 Disputes and Legal Framework

Any dispute arising from or in relation with this Agreement including disputes in relation to the Agreement's existence or validity shall be settled with final and binding effect by The Danish Institute of Arbitration (Voldgiftsinstituttet) according to the rules of procedure stipulated by that body. Arbitration will take place in Copenhagen and the process language is English.

The relationship between the parties is governed by Danish laws.

14 Signatures

<i>For Metroselskabet I/S:</i>	<i>For [insert name of Consultant]:</i>
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature:

Appendix 1

Schedule of Prices

[Insert agreed prices cf. ITT, Appendix C]