

# **Agreement on Delivery of numerical weather forecast services for the Renewable Energy Forecast (Wind and Photovoltaic) to CENACE Mexico**

## **1. Parties**

### **1.1 The undersigned**

COWI A/S,  
Parallelvej 2,  
DK-2800 Lyngby  
Denmark  
Company Reg. no.: 44 62 35 28

On behalf the consortium COWI-VM DEPP II J/V, in the following referred to as the Client, and

### **1.2 the co-signer**

.....  
.....  
.....

in the following referred to as the Consultant,

who for the purpose of this agreement shall be individually referred to as the "Party", collectively as the "Parties", have entered into the following agreement.

## **2. Project**

### **2.1 This agreement is based on the following:**

- The agreement is being executed by COWI A/S as lead of the consortium COWI-VM DEPP II J/V and as part of the implementation of the project *Framework Agreement for Consultancy Ser-vices for the Danish Energy Partnership Programme (DEPP), Phase II with Mexico, China, South Africa and Viet Nam* with the Danish Energy Agency (DEA) (Energistyrelsen) as Owner.
- The agreement comprises technical assistance regarding delivery of numerical weather forecast services for the Renewable Energy Forecast (Wind and Photovoltaic) to CENACE Mexico.

- The services must fulfil the terms, conditions and technical specifications as presented in the attached Technical Annex.
- Beneficiary of the services is:

**El Centro Nacional de Control de Energía (CENACE)**  
Boulevard Adolfo López Mateos 2157,  
Los Alpes, Alcaldía Álvaro Obregón, Ciudad de México. C.P. 01010

- Services under this agreement will be delivered directly from the Consultant to CENACE. As such, an operational arrangement and direct communication between CENACE and the Consultant will be established.
- Besides the management of this agreement, the Client will not facilitate or partake in the implementation of the services.

### **3. Contact persons**

- 3.1 The Client appoints Project Director Karsten Steen Pedersen, [ksp@cowi.com](mailto:ksp@cowi.com), as contact person for the management of this Agreement.

Contact person at CENACE is ..... for the implementation of this agreement.

- 3.2 The Consultant appoints ..... as contact person.

### **4. Basis of agreement**

- 4.1 This agreement is governed by, in prioritised order of legal significance:

- This agreement with annexes (except GBR 92)
- The call for tender
- The General Conditions for Consulting Services, GBR 92.
- The proposal by the Consultant

- 4.2 The mobilization of the services to be delivered shall start immediately upon the signing of this agreement in coordination with CENACE.

- 4.3 The start of delivering of services shall be ..... 2020. The services under this agreement will end after one year at ..... 2021.

The client may no later than 30 days before the end of services stated above request an extension of the agreement adding one more year of services. The extension will be based on an addendum to this agreement and the terms and conditions of this agreement will apply also for the one-year extension.

**5. Services provided by the Consultant**

See Article 2

**6. Services provided by the Client**

See Article 2

**7. Fees and expenses**

The total payment for the yearly services is DKK ..... The payment will take place as prepayment for the yearly services provided. The payment covers all fees and expenses involved.

**8. Liability**

- 8.1 Regardless of the extent and volume of damage, the Consultant's overall liability in relation to this agreement equal to the fees obtain agreed, see Article 7, all inclusive.

**9. Insurance**

- 9.1 The Consultant has taken out professional liability insurance no less of the amount equal to the fees obtain agreed, see Article 7

**10. Special provisions**

- 10.1 Breach of Agreement

Breach of agreement constitutes any deviation from the agreed terms and services, including processes, as part of this agreement. In case of repeatedly and major breach of agreement, the other Party is entitled to terminate this agreement with immediate effect.

Major breach of agreement constitutes any severe situation, such as:

1. any defaults of services that have a significant negative impact on the performance of the services of CENACE,
2. fraud and any similar unethical action,
3. the loss of the ability to undertake business.

Upon termination caused by Consultant's default, the Consultant is entitled only to payment for services performed and must return any remaining part of the prepaid fee.

Following breach of contract, each Party is entitled to seek compensation for any direct losses governed by Danish tort law.

10.2 The Consultant is obliged to act in accordance with COWI's Business Integrity Policy and COWI's Code of Ethics, both attached as annex to this Agreement. In case of a Party's non-compliance with or breach of said Business Integrity Policy/Code of Ethics the other Party has the right to terminate this Agreement with immediate effect

10.3 In relation to GBR 92:

Article 1.4.1 gives no entitlements to CENACA to make decisions regarding this agreement.

Article 2.2.3, first part does not apply.

Articles 3.1.1 and 4.2.2 gives CENECA the same right to use the material prepared for the performance of the task.

Article 4.3 of the GBR 92 shall be replaced by the following: This agreement is governed by Danish law. Any dispute that cannot be solved amicably shall be settled by the Courts of Copenhagen.

## **11. Appendix/appendices to the agreement**

I: CENACA Technical Annex

II: The General Conditions for Consulting Services, GBR 92.

III: COWI's [Business Integrity Policy](#) and COWI's [Code of Ethics](#)

Date:

Date:

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COWI A/S

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