S.4

<Date for closing the contract>

Contract for Processing Of Benthic Diatom Samples From Streams and Lakes

Processing and reporting

between

Ministry of Environment
Danish Environmental Protection Agency, South Jutland
Skovridervej 3
DK-6510 Gram
CVR no.: 5798009883131

and

<Insert Provider>
<Insert address>
<Insert postal code and town>
CVR no.: <Insert CVR no.>

Date for advertisement on www.udbud.dk: Friday July 9 2021

Contents

Part 1 – PROJECT-SPECIFIC PROVISIONS		**6**
1	**SCOPE AND OBJECTIVE OF THE CONTRACT**	6
2	**CONTRACT PERIOD**	6
3	**DELIVERY DEADLINES**	6
4	**PROJECT MANAGEMENT**	6
5	**CONTRACT PRICE AND PRICE ADJUSTMENT**	7
6	**PAYMENT TERMS AND INVOICING**	7
7	**TERMINATION OF THE CONTRACT**	7
8	**QUALITY ASSURANCE**	8
9	**VARIATIONS FROM ”GENERAL PROVISIONS”**	8
Part 2 – GENERAL PROVISIONS		**9**
1	**RESERVATION FOR AMENDMENTS IN APPROVALS/THE DANISH FINANCE ACT**	9
2	**REQUIREMENTS RELATING TO THE PROVIDER AND COOPERATION**	9
3	**LABOUR CLAUSE**	9
4	**LIABILITY TO PAY COMPENSATION/LIMITATION OF LIABILITY**	10
5	**BREACH**	10
6	**DELAYS**	10
10	**COMPETENCY**	11
11	**REGULATORY REQUIREMENTS, INCLUDING DATA PROCESSING**	11
12	**RIGHTS PURSUANT TO THE DANISH COPYRIGHT ACT**	12
13	**INSURANCE**	13
14	**FORCE MAJEURE**	13
15	**CONFIDENTIALITY AND ACCESS TO DOCUMENTS**	13
16	**PUBLICATION**	14
17	**ASSIGNMENT**	14
18	**APPLICABLE LAW/DISPUTES/LEGAL VENUE**	14
19	**CHANGES**	14
20	**MISCELLANEOUS PROVISIONS**	14
SIGNATURES		15

LIST OF ANNEXES

Annex 1a - The contracting authority’s description of the task

Annex 1b – Specification of terms and requirements

Annex 2 – Provider’s tender of

LIST OF DEFINITIONS

Annexes	means all annexes appearing on the list of annexes above.
Current Legislation	means the Danish acts and executive orders etc. applicable at any time as well as international law and European Union law with the force of res judicata applicable for matters covered by this Contract.
Contract	means this Contract, including annexes, with all subsequent amendments and addenda.
Contract Period	is defined in the Project-Specific Provisions, section **2.1**.
Contract Price	is defined in the Project-Specific Provisions, section **Fejl! Henvisningskilde ikke fundet.**.
Deliverable(s) (including results)	means the services to be provided by the Provider according to the Contract.
Delivery Deadlines	are defined in the Project-Specific Provisions, section **3.1**, cf. the relevant specification of requirements, cf. Annex 1a and 1b.
General Provisions	means the provisions in part 2 of this Contract.
Party	means the Customer or the Provider.
Project-Specific Provisions	means the provisions in part 1 of this Contract.
Provider	is the Party defined in the Project-Specific Provisions **(1)**.
Subcontractor	means a legal or natural person who, on behalf of the Provider, performs part of the Provider's obligations with respect to the technical solution of the Project pursuant to this Contract.
The Ministry	means the Ministry of Environment and Food of Denmark with underlying institutions, including the Customer.
The Customer	is defined in the Project-Specific Provisions **(1)**.
The Customer's Contact	is defined in the Project-Specific Provisions, section **4.1**.
The Parties	means the Customer and the Provider.
The Project	means the project described in the specification of requirements, cf. Annex 1a and 1b.
The Project Manager	is defined in the Project-Specific Provisions, section **4.2**.
Underlying Material for the Deliverable	means functionality or content of the Deliverable that is integrated in and necessary for the Deliverable to be used as one by the Customer.
Working Day	means a day – Monday to Friday – except for official holidays in Denmark, and except 24 December (Christmas Eve), 31 December (New Year's Eve) and 5 June (Constitution Day).

Part 1 – PROJECT-SPECIFIC PROVISIONS

The Contract below has been entered into by the following Parties:

(1) Ministry of Environment, Danish Environmental Protection Agency, South Jutland, Skovridervej 3, DK-6510 Gram, CVR no.: 5798009883131 (”the Customer”), and

(2) <Insert Provider>, < Insert address>, <Insert postal code and town>, business registration no.: <Insert business registration no.> (”the Provider”).

THE PARTIES HAVE AGREED THE FOLLOWING:

1 SCOPE AND OBJECTIVE OF THE CONTRACT

1.1 The objective of the Project is execution of the processing of benthic diatom samples from streams and lakes, the associated Analytical Quality Control (AQC) and a report summarizing the results and the AQC analysis for the samples.

Details of work to be undertaken is given in Annex 1a and Annex 1b along with description of optional work in 2022.

1.2 This Contract is concluded pursuant to:

An advertisement in accordance with Title IV of the Danish Public Procurement Act (*udbudsloven)* and Executive Order no 1572 of 30 November 2016 on the advertising of public procurement under the thresholds with certain cross-border interest, etc.

1.3 The content, scope and time schedule, etc. of the Deliverable are included in the specification of requirements, cf. Annex 1a and 1b, and/or the Provider’s tender, cf. Annex 2.

1.4 The Contract also covers options, as described in the specification of requirements, cf. Annex 1b.

2 CONTRACT PERIOD

2.1 The Contract Period is from September 1 2021 to December 31 2021 (”the Contract Period”). Unless any amendments are agreed by the Parties in writing, cf. General Provisions, section 19, the Contract will terminate without further notice at the end of the Contract Period.

2.2 The Customer may extend the Contract in writing at 3-month notice. The Contract may be extended by 12 months under unchanged conditions.

3 DELIVERY DEADLINES

3.1 The Provider is obliged to provide the Deliverable, as indicated in the specification of requirements, cf. Annex 1a and 1b, and the Provider’s tender, cf. Annex 2, and must comply with the deadlines agreed (”Delivery Deadlines”).

4 PROJECT MANAGEMENT

4.1 The Customer and the Provider must each appoint a contact person for the Project.

The Customer’s contact person is Anne Boisen Petersen (”the Customer’s Contact”).

The Provider’s contact person is <Insert name> (”the Provider’s Contact”).

4.2 The role of project manager falls to the Provider. The project manager is <insert name> (“the Project Manager”).

4.3 The Project Manager’s role and responsibilities appear from the specification of requirements, cf. Annex 1b.

5 CONTRACT PRICE AND PRICE ADJUSTMENT

5.1 The Contract Price for the Project amounts to DKK <insert price> per processed sample, <insert price> per AQC sample, and <insert price> per summarizing report, excluding VAT ("the Contract Price"). The Contract Price for the extension, cf. section 2.2, is DKK <insert price> per processed sample, <insert price> per AQC sample, and <insert price> per summarizing report, excluding VAT for the period 12 months.

5.2 The Contract Price covers all costs connected with completion of the Project, including data collection, laboratory analyses and transport and travel costs, hotel and office accommodation and all other costs connected with completing the Project.

6 PAYMENT TERMS AND INVOICING

6.1 Payment shall be made in agreement with the payment plan in annex 1b, assuming that the Provider has provided the Deliverables in accordance with the Contract.

6.2 The Provider shall submit two electronic invoices (excluding VAT) to the Customer – one concerning the Lake samples, and one concerning the Stream samples. The invoice concerning the Lake samples shall include details of the EAN no. 5798009883131 attn.: Mads Ulrik Kousgaard, mauko@mst.dk, "Processing of Benthic Diatom Samples From Streams And Lakes". The invoice concerning the Stream samples shall include details of the EAN no. 5798009883131 attn.: Anne Boisen Petersen, annbp@mst.dk, "Processing of Benthic Diatom Samples From Streams And Lakes". Invoicing shall be in accordance with the rules on electronic settling of accounts with public authorities in force at any time. If the Provider adds VAT to the Contract Price, this must appear from the invoice.

6.3 If the Provider is to invoice the Customer an amount in a particular calendar year, the invoice in which the amount is charged, must reach the Customer no later than 5 December of the calendar year in question, unless otherwise agreed by the Parties.

6.4 Invoices shall be payable 30 calendar days after receipt of an invoice in accordance with the requirements in the Project-Specific Provisions, section 6.2.

6.5 If an invoice is not in accordance with the requirements in sections 6.1 and 6.2 of the Project-Specific Provisions, the Customer reserves the right to withhold payment until an invoice that meets the requirements has been received.

6.6 In the event of delayed payment, the Provider may charge interest pursuant to applicable law.

7 TERMINATION OF THE CONTRACT

7.1 The Customer may terminate the Contract by giving a notice of 3 months in writing. The Contract cannot be terminated by the Provider.

7.2 In the event that the Complaints Board for Public Procurement or a court declares the Contract to be void or cancels an award decision and orders the Customer to terminate the Contract within a time limit set by the Complaints Board for Public Procurement or the court, the Customer may terminate the Contract in full or in part at appropriate notice as stipulated in the order from the Complaints Board for Public Procurement or the court. The Contract shall terminate, either fully or in part, as stipulated by the order, with effect from the date the order takes effect.

If the order issued contains further conditions or requirements, the Customer shall be entitled to pass on these conditions or requirements in the termination with the Provider, provided that this is on objective grounds, and the Provider shall subsequently comply with these conditions or requirements.

7.3 If the Customer terminates the Contract in accordance with section 7.1 or 7.2 of the Project-Specific Provisions, the Provider shall be entitled to remuneration for work performed up until the date on which the termination takes effect. The Provider shall not be entitled to compensation for loss of profits at the termination of the Contract or for projects related to the terminated Contract or other indirect losses.

7.4 At the termination of the Contract, the Provider shall, at the Customer's request, deliver the Deliverable or any parts thereof completed up until the date of termination without undue delay.

8 QUALITY ASSURANCE

8.1 The Provider shall assure the quality of the Deliverable in relation to the Contract in accordance with the description of the Customer's task in the specification of requirements, cf. Annex 1b. If the Customer has not given a description of quality assurance procedures in the specification of requirements, the Provider's own quality assurance procedures shall be complied with.

8.2 If relevant, the Deliverable shall comply with the design guide of the Ministry of Environment and Food of Denmark outlining graphic design guidelines. All publications and fact sheets must be set up in the Word template of the Ministry. The design guide etc. is available on the Ministry's website.

9 VARIATIONS FROM "GENERAL PROVISIONS"

9.1 There are no variations from the General Provisions.

Part 2 – GENERAL PROVISIONS

1 RESERVATION FOR AMENDMENTS IN APPROVALS/THE DANISH FINANCE ACT

1.1 If the Ministry does not obtain complete budgetary approval of the Project under the Danish Finance Act, or only obtains partial budgetary approval for the following fiscal year, or if the Ministry cannot be confident of obtaining full or partial budgetary approval of the Project under the Finance Act before the start of the fiscal year, the Customer may terminate the Contract without notice.

1.2 In this situation the Provider has a right to demand remuneration for work performed up until the date the termination takes effect. The Provider shall not be entitled to payment for lost earnings for the terminated Project or other projects related to the terminated Project or for any other indirect loss.

2 REQUIREMENTS RELATING TO THE PROVIDER AND COOPERATION

2.1 To the extent the Contract Price is settled on a time basis for named employees, the Provider shall make the employees listed in the Provider's tender, cf. Annex 2, available to complete the Project.

2.2 Until final delivery of the Deliverable, the Provider shall maintain the capacity and knowledge, including qualified employees, necessary to complete the present Project for the entire Contract Period, including any extensions.

2.3 In the interests of continuity and quality of the work, the Provider shall seek to avoid any replacement of the employees attached during completion of the Project.

2.4 The Customer may require the Provider to replace an employee if this is objectively justified.

2.5 If required by the Customer, or if the Provider is obliged to replace employees or change the allocation of roles, this shall not have any effect on the Provider's completion of the Project, and the replacement of employees shall not cause any additional costs or delay to the Customer. If a replacement of employees or a change in the allocation of roles causes additional costs in the completion of the Project, these shall be borne by the Provider alone.

2.6 If, because of an employee's resignation or other circumstances related to an employee's personal situation, it is necessary for the Provider to replace an employee named in the Provider's tender, cf. Annex 2, the Provider shall offer the Customer other employees with qualifications and experience at least equivalent to the previous employee.

2.7 It is assumed that the Parties will exhibit willingness to cooperate and will enter into flexible and smooth collaboration with each other, and it is also assumed that the Parties will enter into a continuous dialogue concerning quality and quality development of the Project so that the Project is completed in the best possible way in compliance with arm's length and transparency principles to ensure that the Provider's professional advice and independence cannot be called into question.

2.8 Where problems of a financial, technical or scheduling nature arise with the Project, the Party affected shall inform the other Party thereof as soon as possible after the problem has arisen and provide a written recommendation for a solution.

3 LABOUR CLAUSE

3.1 The Provider must ensure that workers employed in Denmark by the Provider and any subcontractors who contribute to the performance of the Contract are secured pay (including special allowances), hours of work and other working conditions which are not less favourable than those established for work of the same nature under a collective agreement entered into by the most representative organisations of workers and employers in Denmark in the trade or industry concerned being in force throughout the Danish territory, cf. Circular No. 9471 of 30 June 2014 on Labour Clauses in Public Contracts.

3.2 If the Provider has a duty of notification to the Register of Foreign Service Providers (RUT), the Provider must submit documentation of notification to the Customer no later than at the commencement of the work.

3.3 The Provider must ensure that workers employed by the Provider and any subcontractors are informed about the applicable working conditions.

The Provider has the burden of proving that the provisions of the labour clause are complied with, and the Customer may at any time demand submission of relevant documentation thereof. The documentation must reach the Customer no later than five working days after submission of the Customer's demand.

Any fundamental violation or repeated violations of the labour clause will be deemed to be a fundamental breach that entitles the Customer to terminate the Contract.

In the event of the Provider violating the labour clause, the Customer may also withhold payment to allow for legitimate claims up to the level of the labour clause for the Providers or its subcontractors' employees.

4 LIABILITY TO PAY COMPENSATION/LIMITATION OF LIABILITY

4.1 The Parties shall be liable to pay compensation under the general rules of Danish law. If the Provider consists of a consortium of Providers, the individual Providers in the consortium shall be jointly and severally liable to the Customer.

4.2 The Parties may not claim compensation for indirect losses, including operating losses, loss of profits or consequential damage.

4.3 Each Party's overall liability to pay compensation under this Contract is limited to a maximum amount corresponding to twice the Contract Price, including the contract price of any options and extensions. More specifically, however, any limitation of the Parties' liability to pay compensation will lapse in the event of actions or omissions on the part of the Party which may give rise to liability which may be deemed grossly negligent or intentional.

5 BREACH

5.1 In the event that a Party fails to meet its obligations pursuant to this Contract, the other Party shall be entitled to assert the breach in accordance with the provisions of the Contract. The general rules of Danish law shall apply where the provisions of the Contract do not cover the breach.

6 DELAYS

6.1 If the Provider exceeds the Delivery Deadline for Deliverables, this will be treated as a delay.

6.2 If there is a delay, or if the Provider can foresee that there is a risk of delay, the Customer's Contact shall be informed of this without undue delay, stating the background and the expected time needed to complete the Project.

6.3 Where there is a risk of delay, the Provider shall offer to allocate additional resources to the Project to avoid or overcome the delay, even if this goes beyond the scope of the Provider's tender, cf. Annex 2. The costs of any such remedy shall be borne by the Provider, unless the Provider can prove that the delay is not caused by circumstances on the part of the Provider.

6.4 If a Delivery Deadline is exceeded, the Provider shall pay a day fine in respect of each Working Day that the delay lasts. If a Delivery Deadline for the Deliverable is exceeded, the Customer shall forward a written demand for payment of day fines within 30 Working Days after the Delivery Deadline. If such a demand is not forwarded, the Customer shall be precluded from demanding a day fine.

6.5 The fine shall be 0.5 % of the Contract Price, including the contract price of any options or extensions, for each Working Day or part thereof. The amount of day fines for delay may not, however, exceed 10 % of the Contract Price, including the contract price of any options or extensions.

6.6 The Customer is entitled to deduct the amount of day fines from the Contract Price payable with the next invoice.

6.7 The provisions on fines shall not apply where the delay is the fault of the Customer or where the Customer demands changes to the Project leading to a deferral of the time schedule. Furthermore, the provisions on fines shall not apply where the delay is due to public authorities not providing approvals, decisions or replies, or not supplying materials or services within the agreed deadlines, unless this is caused by the Provider involving authorities too late in relation to the Delivery Deadline, cf. the specification of requirements in Annex 1a and 1b, or failing to follow up on deliverables from a given authority.

Where a delay is the fault of the Customer or other public authorities, the Parties shall agree a new time schedule in writing. The provisions on fines shall then apply whenever the new Delivery Deadlines are exceeded.

7 DEFECTS

7.1 A defect in the Deliverable exists if the latter does not meet the requirements set out in this Contract or if the Deliverable is otherwise not as the Customer could legitimately expect.

7.2 In the event of a defect, the Provider shall take all necessary measures to remedy such defect as soon as possible.

7.3 If the Provider fails to remedy the defect as soon as possible and, in the circumstances, within a suitably short time agreed by the Parties, the Customer shall then be entitled to a free choice of the following:

- to have the defective Deliverable provided by a third party at the expense of the Provider within the Contract Price,
- to demand a proportionate reduction in the Contract Price, or
- to claim compensation.

8 TERMINATION

8.1 In the event that a Party significantly or repeatedly fails to meet its obligations pursuant to this Contract without this amounting to a fundamental breach when viewed in isolation, the other Party shall be entitled to terminate this Contract in writing and assert the breach, cf. General Provisions, section 5.1.

8.2 In the event that the Customer terminates the Contract, the Provider shall repay the remuneration already received with deduction of the remuneration for services approved by the Customer, and with deduction to the extent that the Customer decides to take over in full or in part any work performed up until that date with a view to completing the task, possibly with the assistance of a third party.

8.3 At the termination of the Contract, the Provider shall, at the Customer's request, deliver the Deliverable or any parts thereof completed up until the date of termination without undue delay.

9 SUBCONTRACTORS

9.1 The Provider may not hand over performance of the Contract, or parts of thereof, to Subcontractors, without prior written consent from the Customer.

9.2 When using a Subcontractor, the Provider remains liable for Subcontractor's circumstances in the same way as with respect to the Provider itself.

9.3 The Provider may not replace a Subcontractor without the Customer's written consent. The Customer may not refuse to grant such consent without reasonable cause.

9.4 The Provider's replacement of a Subcontractor shall not cause the Customer any additional costs or delays of the Project, unless the replacement is attributed to the Customer or due to the Customer's situation.

9.5 Under this Contract, the Subcontractor may not make any claims against the Customer, either for payment or compensation.

10 COMPETENCY

10.1 The Provider warrants that, to the best of its beliefs, none of the employees allocated to the Project, including any Subcontractors' employees, is disqualified from or has a conflict of interest as regards completing the Project for the Customer. If the Provider is a consortium, the same rules shall apply to the members of the consortium.

11 REGULATORY REQUIREMENTS, INCLUDING DATA PROCESSING

11.1 The Provider and the Customer shall comply with Current Legislation, international, European and/or national standards and practices.

11.2 When the Provider's performance of tasks under the Contract involves processing of personally identifiable information, the Provider is at all times obliged to ensure that the Provider, as well as the Provider's subcontractors, comply with the General Data Protection Regulation, cf. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, as well as the Danish Data Protection Act, cf. Law no. 502 of 23 May 2018.

12 RIGHTS PURSUANT TO THE DANISH COPYRIGHT ACT

12.1 The copyright in the Deliverable and results belongs to the Party who created these pursuant to the Danish Copyright Act (*ophavsretsloven*).

12.2 If in the specification of requirements, cf. Annex 1a and 1b, the Customer stipulates that the Deliverable must be subject to specified open source licence conditions, sections 12.3 to 12.12 in the General Provisions shall be deviated from.

12.3 The Customer shall acquire a royalty-free, non-exclusive and irrevocable right of using the Deliverable.

12.4 The Customer's right of use is unlimited in terms of time, place and number, and comprises the reproduction and communication to and by

i. employees in the Ministry and underlying institutions,
ii. natural and legal persons working for or collaborating with the Ministry, or to which the Ministry as an authority has obligations, including suppliers, national institutions, EU institutions and other international institutions,
iii. natural and legal persons not comprised by items i and ii above, for instance citizens and enterprises in Denmark, in the EU or internationally, including in connection with the disclosure of the Deliverable in the event of exposure to competition or the execution of tasks, etc.

Reproduction in items i-iii above is taken to mean for instance, but not exhaustively, copying in printed form and uploading to and downloading from the Internet.

Communication in items i-iii above is taken to mean for instance, but not exhaustively, distribution of physical copies, presentation to physically present recipients, radio and TV broadcasting and communication on the Internet.

12.5 The Customer and any third party, cf. General Provisions, section 12.4, items i-iii, shall also have a royalty-free, non-exclusive and irrevocable right of using Underlying Material incorporated in the Deliverable, such as data, descriptions and documentation, to the extent necessary to be able to exercise the right of using the Deliverable described above.

12.6 The Customer shall always properly cite sources when using the Deliverable and Underlying Material in accordance with General Provisions, section 12.4, items i-iii.

12.7 In connection with reproduction and communication in terms of written deliverables (reports etc.), the Customer and any third party, cf. General Provisions, section 12.4, items i-iii, shall be entitled to disseminate these and in such case to abbreviate, break down and translate the Deliverable in the name of the Customer or the Ministry. With regard to other deliverables developed under this Contract, including software and models for instance, the Customer and any third party may make functional and other changes in specific cases.

12.8 If the Customer processes the Deliverable in any way according to General Provisions, section 12.7, this must be stated, and any use must take place with due respect for the author. The Provider shall not be responsible for any changes made by the Customer or a third party.

12.9 If a third party has rights in (part of) the Deliverable, the Provider guarantees that such rights have been adequately cleared to allow the Customer to exercise its rights of use in accordance with this Contract. If fully clearing the material is not possible, the Provider shall inform the Customer thereof. The Provider shall also let the Customer know which rights of use are then applicable with regard to the material in question, after which the Customer shall subsequently decide whether the material should still be used. In those cases where the Customer makes its own or a third party's material available to the Provider, the Customer guarantees that the material has been adequately cleared. The Parties shall indemnify each other pursuant to the general rules of Danish law for any claim that may arise as a consequence of failure to adequately clear third-party rights if one Party has failed to inform the other Party thereof.

12.10 The Provider shall, at the Customer's request or no later than at the termination of the Contract, provide a copy of the Deliverable and the Underlying Material, if the latter constitutes an integrated part of the agreed Deliverable, and the Customer has the licences needed to open the Deliverable in a customary format that can be used directly by the Customer or in a format stipulated in the specification of requirements, cf. Annex 1a and 1b.

12.11 If the Customer and/or a third party makes material, including data, codes, descriptions and documentation, available to the Provider in connection with the performance of the Contract, the Customer and/or the third party shall retain all rights to such material. The Provider shall return the material to the Customer at the termination of the Contract.

13 INSURANCE

13.1 Throughout the entire Contract Period and for one year after the Contract terminates, the Provider shall maintain professional indemnity insurance to cover any claims corresponding to twice the Contract Price, but minimum DKK 1,000,000. In order to meet this requirement, the Provider shall take out indemnity insurance with a recognised insurance company to cover any damage for which the Provider might be liable as part of the performance of the work, including product liability, if relevant.

13.2 The Customer may at any time require the Provider to forward documentation to show that the insurance requirement has been met.

13.3 If the Provider is a public institution, it will be self-insured, cf. the Self-Insurance Circular CIR no. 9783 of 9 December 2005.

14 FORCE MAJEURE

14.1 Neither Party may be held responsible by the other Party under this Contract for circumstances beyond their control, which, on signing the Contract, the Party should not have considered, avoided or overcome. Circumstances of the Provider, which the Provider can avoid by usual and reasonable preparedness shall not be regarded as force majeure, including in relation to internal strikes and sickness.

14.2 Force majeure may only be asserted for the number of Working Days that the force majeure situation persists.

14.3 In so far as a Delivery Deadline in accordance with the specification of requirements, cf. Annex 1b, for the Provider is deferred because of force majeure, the payments relating to this deadline will be deferred correspondingly.

14.4 Force majeure may only be cited if the affected Party has given written notification thereof to the other Party by no later than 10 Working Days after the commencement of the force majeure.

14.5 Notwithstanding what may otherwise be stated in this Contract, a Party may terminate this Contract in writing and without notice if the obstacle or delay consequential upon the force majeure situation will last or lasts more than two months. In such case, the Provider is entitled to the Contract Price for services provided before the commencement of the force majeure.

15 CONFIDENTIALITY AND ACCESS TO DOCUMENTS

15.1 The Customer is subject to the Danish rules on public administration, including section 27 of the Danish Public Administration Act (*forvaltningsloven*) regarding confidentiality. The Provider must comply with similar terms of confidentiality for matters relating to this Contract, cf. § 152a of Danish Criminal Code (*straffeloven*). In matters of dispute, the Parties shall consult with each other in writing to establish whether a piece of information is comprised by the confidentiality rules. This ensures full knowledge of the relevant facts. The Contract does not imply confidentiality that goes beyond the principles of administrative law.

15.2 The Customer is subject to the Danish Environmental Information Act (*miljøoplysningsloven*) and the Danish Public Information Act (*offentlighedsloven*), which stipulate the rules on public access to information forming part of the Parties' cooperation in accordance with this Contract. In case of any matters of dispute, the Customer shall consult with the Provider to establish whether the Provider wishes to deliver an opinion on a request received for access to documents. A time limit shall be set to enable compliance with the processing time in the Danish Environmental Information and Public Information Acts. Requests for opinions shall be answered as soon as possible. The opinion shall not be binding on the Customer. The Customer shall make a decision on the basis of an independent

assessment. Similarly, if the Provider is a public authority, it shall consult with the Customer in cases of access to documents.

16 PUBLICATION

16.1 Subject to the limitations implied in the rules on public administration regarding confidentiality, cf. section 15, the Parties may each publish the Deliverable or results thereof when it has been handed over to the Customer. The Provider shall notify the Customer prior to any publication.

16.2 The Parties may agree to postpone publication for up to seven working days after hand-over of the Deliverable to the Customer. In principle, such agreement shall be entered into on conclusion of the contract, but it may also be entered into or amended later, concurrently with the completion of the Deliverable, to allow for any delays.

17 ASSIGNMENT

17.1 The Customer may at any time transfer its rights and responsibilities under this Contract to another public body or to a publicly owned institution or to an institution that is essentially run on public funds.

17.2 The Provider may not transfer its rights and obligations pursuant to this Contract, in part or in whole, to a third party without the Customer's prior written consent. If the Provider is a consortium, the members of the consortium may not transfer their rights and obligations, resign or be replaced without the Customer's written consent.

18 APPLICABLE LAW/DISPUTES/LEGAL VENUE

18.1 This Contract shall be subject to Danish law. If the Provider's place of business is outside Denmark, the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be disregarded in connection with the sale of goods.

18.2 Where there is a dispute between the Parties in relation to this Contract, the Parties shall institute negotiations with a view to resolving the dispute, which they shall enter into with a positive, co-operative and responsible attitude.

18.3 Where it is not possible to resolve a dispute by negotiation pursuant to section 18.2, or if negotiations are terminated without the dispute being resolved, an attempt must be made to reach a resolution through mediation in accordance with the code of ethics of Danish Mediation Lawyers (*Danske Mediatoradvokater*).

18.4 If mediation is terminated without the dispute being resolved, the dispute shall be bindingly settled by the courts.

18.5 The legal venue agreed is Copenhagen, and any legal proceedings in terms of both mediation and the courts shall be conducted in Danish.

18.6 Disputes between consortium members or between the Provider and its Subcontractors, if any, are outside the scope of this Contract.

19 CHANGES

19.1 Subject to the legal framework for public procurement, each party may present proposals to change the content of the Project, for instance extensions or limitations of the Deliverable. Changes to the content of the Project may not be inconsistent with the objective of the Project, however.

19.2 Any proposal to change the Project shall be jointly considered and approved by the Parties. Approved changes that affect the time schedule and the Contract Price shall be confirmed by the Parties in a written addendum to the Contract. Change proposals shall lapse in cases of disagreement.

19.3 In the event of an extension, the original Contract Period, cf. the Project-Specific Provisions, section 2.1, shall be extended by the duration of the extension.

20 MISCELLANEOUS PROVISIONS

Interpretation

20.1 If any doubts arise during the Contract Period concerning the scope, conditions, objective or performance of the Contract, both the Provider and the Customer shall inform the other Party of this immediately and in writing.

20.2 In the event of any inconsistencies, the following ranking shall be applied in interpretation:

- Project-Specific Provisions

- General Provisions

- All subsequent amendments and additions to this Contract, including Annexes

- Annex 1a and 1b, specification of requirements and any correction sheets, questions/answers during the procurement process

- All meeting minutes, also signed or otherwise endorsed in writing by the Parties, from meetings held after the conclusion of this Contract

- The Provider's tender, cf. Annex 2.

20.3 If the parties have concluded a Data Processing Agreement, the provisions of the Data Processing Agreement, in the event of any discrepancies, prevails over any similar provisions of the Contract and its Annexes.

Partial invalidity

20.4 If one or more of the provisions of the Contract is/are declared fully or partially invalid, the Parties shall endeavour to lay down as soon as possible a valid provision to replace the fully or partially invalid provision in such a way that the Parties are, as far as possible, placed in a position so as to meet the intentions of the Contract and later amendments.

20.5 In the event that the Complaints Board for Public Procurement cancels the Contract or declares the Contract to be void, the Parties agree that section 7 of the Project-Specific Provisions shall constitute a separate agreement, thus resulting in the termination of the Contract.

Registration and filing

20.6 By signing the Contract, the Provider consents to the Customer disclosing any non-confidential, personally identifiable information to a third party in connection with the registration and filing of the Contract.

SIGNATURES

On behalf of the Provider:	On behalf of the Customer:
<Insert place and date>	<Insert place and date>
_____	_____
<Insert name>	Martin Petersen
<Insert position>	Head of the office Danish Environmental Agency, South Jutland