

CONTRACT

CONSULTANT TO CREATE A PROPOSAL FOR A MAPPING OF GLOBAL FINANCIAL SUPPORT OPPORTUNITIES FOR ZERO-EMISSION SHIPS AND ENERGY EFFICIENCY

Contents

1. Parties to the Contract	3
2. Contractual framework	3
3. Scope of the Contract	3
3.1 Scope	3
3.2 Changes to the scope of the Contract	3
4. Term of the Contract	4
5. Delivery	4
6. Prices and price adjustments	4
6.1 Price	4
6.2 Price adjustments	4
7. Invoicing	4
8. Payment terms	5
9. Collaboration	5
10. Confidentiality	5
11. Disclosure	5
12. Rights	5
13. Termination	6
13.1 Termination of the Contract	6
13.2 Termination pursuant to an order or a judgment	6
14. Continued validity	6
15. Breach	6
16. Assignment	7
17. Governing law and venue	7
18. Signatures	8

1. Parties to the Contract

This Contract was made between the following parties:

Danish Maritime Authority
Caspar Brands Plads 9,
4220 Korsør
CVR nr. 29831610
EAN: 5798000023000

(the “Customer”)

and

[Name]
[Address]
[Postal code and city]
[Etc.]

(the “Supplier”)

2. Contractual framework

The contractual framework consists of the following documents:

- The contract (this document)
- Annex 1 – Terms of Reference
- Annex 2 – Supplier’s tender

In the event of any discrepancy between the Contract and the annexes, the Contract will prevail. In the event of any discrepancy between the annexes, an annex with a lower number will prevail over an annex with a higher number.

Any adjustments, additions or changes to the deliverables agreed between the parties after the conclusion of the Contract will, however, prevail over the other documents forming part of the contractual framework.

The standard terms and conditions of the Supplier do not form part of the contractual framework.

3. Scope of the Contract

3.1 Scope

The Contract covers Consultant to assist on the development of a project for the Danish Maritime Authority. The services are as described below and are furthermore described in more detail in annex 1.

The standard terms and conditions of the Supplier do not form part of the contractual framework.

3.2 Changes to the scope of the Contract

To the extent it does not contravene applicable procurement rules, the Customer may demand changes to the scope of the Contract.

Any demands for changes by the Customer must be made in writing. If requested by the Customer, the Supplier must subsequently prepare a draft-amending annex, in which any demands for modifications of the Contract with respect to price, time or security, as a result of the change, are described.

Amendments to the Contract will not become effective until the parties have signed a written addendum to the Contract. The Supplier is not entitled to additional payment, unless a written addendum to the Contract to that effect has been entered into.

4. Term of the Contract

The Contract commences on [xxx] or as soon as possible, and remains in effect until delivery has been made.

5. Delivery

Delivery must be made in accordance with the agreement made by the Parties listed in annex 1.

6. Prices and price adjustments

6.1 Price

The Suppliers offer of the price of [xxx.xxxx] DKK incl. VAT will be taken into account.

Price is including any form of fees, taxes and duties, outlays, travel costs, secretarial services, copying and other office expenses.

6.2 Price adjustments

Prices remain fixed for the term hereof, including any periods of extension.

7. Invoicing

The Supplier may request payment when the service has been performed, and the deliverable is approved by the customer.

Invoicing must be effected according to the rules on electronic invoicing of public authorities applicable from time to time.

Invoices must be sent electronically to the person who placed the order (under EAN number 5798000023000).

The invoice must state:

- Date of issuance (invoice date);
- Invoice number (number to identify the invoice);
- Company registration number of the Supplier (CVR number/SE number);
- Supplier's name and address and the Customer's name and address;
- Name of the person placing the order;
- An informative description of the services supplied – each service must be described on a separate line on the invoice;
- Quantity and unit of the services supplied;
- Price excluding VAT;

- VAT rate and VAT amount;
- Final payment date.

The Customer may reject invoices which are not received electronically or which lack any of the above information, or if invoicing is generally not in compliance with the Danish Act on Public Payments etc.

8. Payment terms

The invoiced amount falls due for payment 30 days after electronic submission of a proper invoice, see clause 7.

If the final payment date is not a banking day, the payment date is deferred to the next banking day.

In the event of late payment, the Supplier is entitled to charge interest under the provisions of the Danish Interest Act.

9. Collaboration

The Parties must notify one another in the event of any doubt as to the conditions for or purpose or performance of a deliverable.

The parties are also under an obligation to notify one another in the event of dissatisfaction with the other party's performance, work or quality in relation to the work.

At the initiative of either party, a joint evaluation of the collaboration between the Supplier and the Customer must be performed.

10. Confidentiality

The Customer is subject to the rules of administrative law, including section 27 of the Danish Public Administration Act on confidentiality. In connection with performance of the task for a public authority, the Supplier must observe a similar duty of confidentiality, see section 152a of the Danish Criminal Code. The Supplier must inform employees engaged in tasks under the Contract thereof.

Furthermore, the Customer is subject to the rules on open administration, including rules on access to documents. Depending on the circumstances, the Customer is entitled and obliged to grant access to documents to the extent prescribed by law.

11. Disclosure

The Supplier will be entitled to state the name of the Customer on a list of references once delivery has been made. Except for the foregoing, any marketing by the Supplier of the service is subject to the Customer's consent.

12. Rights

The Customer will acquire the right of ownership, copyright and any other intellectual property right in anything brought into existence by the Supplier in the performance of the services, including reports, any interim reports, data, annexes and related documents and material reviewed. The Customer will acquire the rights gradually as the Supplier completes the preparation of the material.

The Customer will decide whether to make available the reporting to the public, and the Customer has an exclusive right to decide whether to publicise the results and may further use the material and the results in whole or in part in any context deemed relevant by the Customer.

The right of use of general competency built in connection with the performance of the service accrues to the Supplier.

The Supplier must secure the necessary rights and licences required for the services. The Supplier warrants that the performance of this Contract will not infringe any third-party rights, including any property rights or intellectual property rights. The Supplier must indemnify the Customer for any claim which may arise as a result of infringement of third-party rights.

13. Termination

13.1 Termination of the Contract

Subject to 3 days' notice, the Customer may terminate the Contract against payment to the Supplier for the work performed up until the effective date of termination.

In such event the Supplier must hand over to the Customer any material and data produced in connection with the deliverable. The Supplier will not be entitled to any other form of compensation or damages, including damages for business interruption, loss of profit or other indirect loss, other remuneration or the like.

13.2 Termination pursuant to an order or a judgment

If a court of law or the Complaints Board for Public Procurement:

- cancels the Customer's decision to award this Contract to the Supplier;
- declares this Contract null and void;
- considers an amendment to this Contract to constitute a change of fundamental elements which would have necessitated a new contract notice; or
- otherwise orders the Customer to terminate this Contract in whole or in part,

this Contract may be terminated by the Customer in whole or in part at 3 days' notice. Regardless of the date of termination, the Supplier is not entitled to claim damages as a consequence of termination.

14. Continued validity

Any provisions of the Contract which in the nature of things will continue after the Contract has terminated, regardless of the reason for termination, including, but not limited to, provisions on liability in damages, rights and confidentiality, will remain in force after the termination of the Contract.

15. Breach

In the event of actual or anticipated breach, either party is required to notify the other party in writing of the breach, the reason for breach and the date when the breach is expected to be remedied.

If a party has to a significant degree or repeatedly breached its obligations under the Contract or an order, but is not as such in material breach hereof, the other party may terminate the Contract or the order in writing without notice.

The following matters will always be deemed to be material breach entitling the Customer to terminate the Contract with immediate effect by written notice to the Supplier:

- Matters falling within the scope of section 185(2)(ii) of the Danish Public Procurement Act;
- The Supplier initiates reconstruction negotiations or the financial situation of the Supplier is generally significantly impaired, thereby jeopardising the proper performance of the Contract;
- The Supplier enters into bankruptcy, provided the estate does not, based on a written enquiry from the Customer, declare that the estate will affirm the Contract;
- The Supplier discontinues the business activities to which the Contract relates, or other circumstances occur, thereby jeopardising the performance of the Contract;
- Non-compliance with the duty of confidentiality, see clause 10;
- Non-compliance with the provision on collaboration, see clause 9;

The above items are not exhaustive.

Furthermore, the general rules of Danish law on breach apply, including the general rules on delayed delivery and non-delivery. If, as a result of delay, the Customer cancels an order in whole or in part, the Customer is entitled to make substitute purchases for the Supplier's account. Any additional costs in relation to substitute purchases may be offset against any claim from the Supplier.

The Supplier's services will always be deemed to be defective if the service does not comply with this Contract and its annexes, or if the service is not what the Customer could reasonably expect.

At the Customer's request, the Supplier must as soon as possible remedy any defects of which notice has been given. If remedial action is not possible, or if the Supplier has made repeated unsuccessful attempts to remedy a defect, the Customer may instead claim a proportionate reduction of the payment to the Supplier. The proportionate reduction will be fixed taking into consideration the scope and the nature of the defect but will not exceed the payment for the supply.

16. Assignment

Subject to compliance with the procurement rules applicable from time to time, the Customer may assign its rights and obligations under this Contract in whole or in part to another public authority if the responsibility for services comprised by the Contract is transferred in whole or in part to that authority.

The Supplier is not entitled to assign its rights or obligations under this Contract in whole or in part to any third party, unless the Customer has consented thereto in writing.

17. Governing law and venue

This Contract is governed by Danish law.

In the event of a dispute between the parties in connection with this Contract, the parties must in a positive, cooperative and responsible spirit endeavour to initiate negotiations for the purpose of settling the dispute. If necessary, the negotiations will be escalated to the highest level in the parties' organisations.

If the parties are unable to reach a solution through negotiation within 30 days of the initial contact, the parties may bring the dispute before an arbitration tribunal.

The venue is the Customer's home court.

18. Signatures

For the Customer:

Date

Signature

Title and name of signatory

Date

Signature

Title and name of signatory

For the Supplier:

Date

Signature

Title and name of signatory