AGREEMENT

A quantitatively based mapping of the design resource in the Nordic countries
1. THE PARTIES

§ 1 The signed parties,

Dansk Design Center ApS
Bryghuspladsen 8, BLOX
Indgang C, 2. sal
1473 København K
CVR no.: 37287121

(hereafter “Danish Design Centre”)

and

XX
[Address]
CVR no.; [xx]

(hereafter “the Supplier”)

have entered into the following agreement on the delivery of a quantitative data collection strategy, execution of data collection, and subsequent analysis of the collected data as well as a visualisation (tool) presenting the data through different filters.

2. PROJECT DESCRIPTION

§ 2 The Supplier shall perform all the project tasks described in the document “Attachment 1, Needs, requests and conditions”.

Subsec. 2. Necessary clarifications of the substance or implementation of a project task shall be agreed upon by Danish Design Centre and the Supplier within the framework of this agreement and the Suppliers offer of the 03.07.2018. To the extent this agreement with attachments does not provide sufficient guidance, the project shall be performed in a professionally proper way.

Subsec. 3. The project shall begin on the 10.07.2018. The project shall be completed and delivered to Danish Design Centre by 31.10.2018 at 1pm.
Subsec. 4. The agreed-upon deliverable shall be provided to Danish Design Centre in accordance with the time schedule, cf. attachment. This agreement shall remain in force until the agreed-upon deliverable is provided. The project shall be deemed completed after review and approval of the delivered, agreed-upon deliverable.

3. COOPERATION AND STAFFING

§ 3 Project manager from Danish Design Centre is Programme Director Christina Melander. The day-to-day contact person at Danish Design Centre is Project Assistant Christine Stahl.

Subsec. 2. The Supplier’s project manager is XX. The day-to-day contact person at the Supplier is XX.

Subsec. 3. Danish Design Centre shall be kept informed on a running basis of the implementation and progress of the contract project. The parties shall agree on a time schedule and the formalities for this orientation.

Subsec. 4. The Supplier shall be obligated to inform Danish Design Centre immediately in the event that, during work, any doubt arises as to the project’s premises, goals, or implementation.

§ 4 The project manager for the Supplier shall be responsible for the overall project management and coordination. The project shall be staffed as stated in the offer of the 03.07.2018.

Subsec. 2. The Supplier shall, in the interest of continuity of the work, the quality of the deliverable and the purpose of avoiding postponement of the date for delivery of the agreed upon deliverable, avoid turnover of the employees appointed to handle the project.

Subsec. 3. Exceptionally, should the Supplier see itself as constrained to substitute an employee appointed to the project, the Supplier shall appoint a new employee with at least the same professional qualifications as the previous employee had. The substitution must not inflict additional costs or delays on Danish Design Centre. Thus, it shall not be on the part of Danish Design Centre to pay for new employees to attain insight into the project corresponding to the level of insight of the substituted employee had.
Subsec. 4. Danish Design Centre reserves the right to reject a new employee if he or she is deemed to not have the same level of qualification as the original employee.

Subsec. 5. With a professionally grounded plea from Danish Design Centre, the Supplier must substitute an employee appointed to the project.

§ 5 The Supplier is obliged to ensure that the employees appointed to the project are keeping abreast with the development within their respective areas of competence.

Subsec. 2. It moreover rests with the Supplier to ensure that their employees follow potential instructions from Danish Design Centre for the execution of the project.

4. REMUNERATION

§ 6 The overall remuneration for the agreed-upon deliverable, cf. § 2, shall be NOK 1,200,000.00 excluding VAT. This amount includes all fees applicable at the time of the execution of this agreement. This amount shall include all forms of expenses, travel costs, secretarial assistance, duplication, and other office expenses, etc., that the Supplier incurs in connection with the performance of this agreement.

Subsec. 2. The remuneration will be paid in three rates; NOK 200,000.00 will be paid mid-August, NOK 350,000.00 will be paid mid-September, and the final NOK 650,000.00 will be paid when the agreed-upon deliverable, cf. § 2, has been provided to and approved by Danish Design Centre.

Subsec. 3. An invoice addressed to the contact person at Danish Design Centre shall be sent to Danish Design Centre. The invoice shall be sent electronically. The invoice shall be paid net cash 30 days after the electronic invoice is received. Danish Design Centre does not pay for fees related to the electronic invoicing.
5. CHANGES TO THE AGREEMENT

§ 7 Changes to the agreement must be agreed upon in writing and with mutual signatures. Changes will be attached to the agreement as an appendix.

Subsec. 2. Each of the parties shall report any change of address to the co-signatory in writing, and no later than 14 days before the change.

Subsec. 3. Each of the parties shall inform the co-signatory in writing in the event that the party changes status as a legal entity or becomes subject to bankruptcy, restructuring (entering into composition proceedings), or voluntary liquidation.

6. TRANSFER AND OUTSOURCING TO SUBCONTRACTORS

§ 8 The Supplier cannot transfer its obligations pursuant to this agreement without Danish Design Centre's written consent.

Subsec. 2. The Supplier cannot subcontract without Danish Design Centre's written consent. Outsourcing to subcontractors does not alter the Supplier’s responsibilities and obligations pursuant to this agreement. The Supplier is thus liable to the subcontractor’s products, services and maintenance of this agreement in the same way as to their own position.

Subsec. 3. Danish Design Centre is entitled to transfer its rights and obligations pursuant to this agreement to another public institution, a publicly owned or a mainly publicly funded institution.

7. COPYRIGHT AND PROPERTY RIGHTS

§ 9 Danish Design Centre shall acquire copyright, property rights, and all other rights to everything that the Supplier provides or produces as a part of the performance of this agreement. Danish Design Centre’s acquisition of these rights shall occur on a running basis concurrently with the Supplier’s preparation of the materials.
8. REPRESENTATION AND LEGAL CAPACITY

§ 10 Neither the Supplier, the Supplier’s employees nor subcontractors may represent Danish Design Centre or act on Danish Design Centre’s behalf with respect to any third party without Danish Design Centre’s express written consent.

Subsec. 2. Danish Design Centre shall be informed in the event the Supplier, the Supplier’s employees or the subcontractor becomes legally incompetent or incapacitated with respect to the performance of the contract project. Legal incompetence means the fact that there is a situation where the Supplier’s, the Supplier’s employees or the subcontractor’s impartiality or independence can be called into question.

9. CONFIDENTIALITY

§ 11 Full confidentiality is required of the Supplier, the Supplier’s employees and subcontractors during the project and after the termination of the project with regard to the process of the project, the results of the project and parts thereof.

Subsec. 2. In addition to his, full confidentiality is required of the Supplier, the Supplier’s employees and subcontractors with regard to other information regarding Danish Design Centre and others which they become aware of in relation to this agreement. Correspondingly, this applies to material from Danish Design Centre in preparation for the execution of the project.

Subsec. 3. The Supplier cannot reference Danish Design Centre without prior permission from Danish Design Centre.

Subsec. 4. The Supplier cannot issue public notices about this agreement or publish the content of the agreement without prior written permission from Danish Design Centre.

Subsec. 5. The Supplier’s employees and the Supplier’s subcontractors appointed to this project or otherwise in possession of confidential information are covered by the obligation of confidentiality compare to the Danish criminal law’s § 152 a and c, cf. § 152. The principles of confidentiality stated in the Danish law of administrative procedure’s § 27 correspondingly apply to this agreement.
10. INVOLVEMENT OF DANISH DESIGN CENTRE

§ 12 The Supplier is obliged to continuously refer to Danish Design Centre's key employees. This is partly in order to keep Danish Design Centre up to date about the ongoing process, and partly to ensure that the requests and expectations of Danish Design Centre are met.

11. SUPERVISION

§ 13 Danish Design Centre is entitled to supervise the Supplier's fulfilment of the agreement. Danish Design Centre and the Supplier jointly determine the terms for this supervision.

Subsec. 1. Danish Design Centre's supervision does not exempt the Supplier from supervision and insurance of fulfilment of the agreement.

12. EFFECTIVE DATE, TERMINATION, AND DISCHARGE

§ 14 This agreement shall enter into force upon the execution of this agreement by both parties. This agreement shall be non-terminable by the Supplier. Danish Design Centre may terminate this agreement with 7 days’ notice. Moreover, Danish Design Centre may terminate this agreement without notice in the event of a restructuring in public administration of material significance for the project.

Subsec. 2. Upon Danish Design Centre’s termination of this agreement, it shall be incumbent upon each of the parties to provide their services up until the date of termination. Danish Design Centre shall pay the Supplier for work carried out and approved by Danish Design Centre up to the termination of the agreement.
13. BREACH AND REMEDIES

§ 15 In the event a party breaches this agreement, the other party shall have all remedies for breach of contract available under the general provisions of Danish law. The non-breaching party may, for example, seek a proportionate reduction, specific performance, termination of the agreement and damages for losses suffered as a consequence of the breach, or to rescind the agreement and be placed in the status quo ante as if the agreement had not been entered into.

Subsec. 2. The basis of liability and the calculation of damages with respect to Danish Design Centre shall follow the principles of Danish contract law and the general rules of consultant liability and liability for compensatory damages in contract, but cf. subsec. 4.

Subsec. 3. A breach by a party shall be deemed to have occurred when the party in question has not delivered the agreed-upon performance at the agreed-upon time in the agreed-upon manner.

Subsec. 4. The parties reserve their rights with respect to force majeure in accordance with the principles of the Danish Sale of Goods Act. Force majeure with respect to delays shall be applicable at most for the number of work days that the force majeure situation lasts. Force majeure may only be claimed in the event the claiming party has provided written notice thereof to the other party no later than 5 work days after the claiming party becomes aware of the force majeure situation.

14. CHOICE OF LAW AND VENUE

§ 16 This agreement shall be subject to and construed in accordance with Danish law.

Subsec. 2. In the event a disagreement arises between the parties in connection with this agreement, each of the parties shall be entitled to seek resolution of the disagreement by the Copenhagen City Court (Københavns Byret) as the court of first instance.
15. DATE AND SIGNATURE

§ 17 This agreement, which the parties have agreed to keep confidential between the parties, has been executed in two counterparts, each of which shall have the validity of an original and of which each party has received one.

Copenhagen x.07.2018

XXX x.07.2018

For Danish Design Centre: For the Supplier:

____________________  ____________________
Christina Melander, XXX,
Programme Director XXX

Attachments

Attachment 1: Needs, requests and conditions
Attachment 2: ‘A new typology for the Nordic design resource’
Attachment 3: ‘Questions about the design resource’