



AALBORG UNIVERSITET

- **FRAMEWORK AGREEMENT**

HORTEN

between

Aalborg University
CVR no. 29 10 23 84
Fundraising and Project Management Of-
fice
Niels Jernes vej 10
DK-9220 Aalborg Ø

and

[Insert on contract execution]

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APPENDICES

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Appendix 1: Invitation to announcement for the supply of consultancy to Fundraising and Project Management Office under Aalborg University

Appendix 2: Tender including price schedule

Appendix 3: Questions and answers

[Green text marks the places where information is to be inserted.]

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The parties: Aalborg University
Fundraising and Project Management Office
CVR no. 29 10 23 84
Niels Jernes vej 1
DK-9220 Aalborg Ø
(the "**Contracting Entity**")

and [Insert on contract execution]
(the "**Consultant**")

(collectively the "**Parties**" and individually the "**Party**")

have entered into the following Contract concerning the supply of consultancy to Fundraising and Project Management Office at Aalborg University (the "**Contract**").

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1. BACKGROUND

1.1 When the right competencies are not available internally, the Contracting Entity may enter into contracts concerning various types of consulting and advisory services. This may be in connection with the arrangement and holding of meetings and conferences or the procurement of advisory services of a more technical character in connection with research projects and the like.

In any circumstances, these are services where special knowledge is to be provided because there is an external requirement for such knowledge (e.g. auditing), or because the Contracting Entity does not have the sufficient resources and competencies required by the task.

1.2 The Fundraising and Project Management Office at Aalborg University provide support to the writing of proposals for external funding of research projects. Aalborg University is a part of regional cluster initiative, House of Energy (HoE), funded by the North Denmark Region. As part of this commitment, the Office has a strong focus on increasing funding from the EU for energy research and innovation. The office has two dedicated energy fundraisers, but there is definitely an undeveloped potential for increasing the amount of energy research funding. Furthermore, there is a need for extra service when bottlenecks occur in peak periods. Therefore, Aalborg University encourages a specialist with extensive knowledge EU funding of research projects to apply for this invitation to announcement.

Besides concrete fundraising the supplier must throughout the contract ensure a sufficient, continual transfer of knowledge and intelligence to the relevant contact persons at Fundraising and Project Management Office.

1.3 The Contract describes the conditions applicable to the Parties' cooperation.

2. DEFINITIONS

2.1 The following expressions will have the meanings stated below, unless otherwise stated or made clear from the context:

"Contract":	This contract.
"Effective Date"	Date of the Contracting Entity's signing of the Contract.
"Employee(s)"	The key employees who are decisive for the performance of the Services and who are to perform the Services. The Employees are: <i>[Insert on contract execution]</i>
"Fee(s)"	Collective designation of the fee to which the Consultant is entitled for each completed Phase, see clause Fejl! Henvisningskilde ikke fundet..
"Force majeure"	Extraordinary circumstances beyond a Party's reasonable control, and which the Party could not or ought not to have predicted or ought to have prevented or overcome when entering into the Contract. Circumstances at the Adviser's/Consultant's sub-contractors may in relation to the performance of the Contract only be deemed Force Majeure to the extent the sub-contractor is in a situation of Force Majeure the consequences of which the Adviser/Consultant ought not to have prevented, overcome or reduced.
"Services"	Collective designation for services etc. to be provided by the Consultant under the Contract and its appendices.
"Working Day(s)"	Monday to Friday, except for holidays, Christmas Eve, the last day of the year and Constitution Day.

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3. THE PARTIES' CONTRACT

- 3.1 The Parties' contract consists of the following documents:
1. The Contract [**NB:** *If the Contract is revised in the tender phase, such revisions are incorporated into this document before the Contract is entered into.*]
 2. **Consultant's** tender of [insert date] (Appendix xx).
- 3.2 In case of discrepancy between the above-mentioned documents, the documents apply in priority to each other in the order stated above.

4. SERVICES

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- 4.1 See the Consultant's tender description of the offered service and performance (Appendix XX)
- 4.2 It has been agreed on formation of the contract that the Employees are to perform the Services. The Adviser is not entitled to replace Employees without written consent from the Contracting Entity. In general, the Contracting Entity will only consent to such replacement if it is a consequence of Employees leaving the **Consultant's** business, and only if the replacement takes place to the benefit of one or more persons with similar professional and personal qualifications as the Employees. A replacement in accordance with this clause 4.2 may not impose additional costs on the Contracting Entity.
- 4.3 The **Consultant** is obligated to perform the Services on the terms described in the Contract and its appendices.
- 4.4 The Services must be in accordance with current legislation and relevant technical and/or professional standards and guidelines.
- 4.5 The **Consultant** is not restricted as a consequence of the Contract from performing non-competitive activities and Services for other contracting principals.

5. THE CONTRACTING ENTITY'S PARTICIPATION

- 5.1 It is the Contracting Entity's task to assist with procuring the information necessary for the performance of the Services.
- 5.2 The Contracting Entity shall in connection with the **Consultant's** performance of the Services provide the necessary personnel, equipment, software and facilities to the **Consultant**.

6. FEES AND SETTLEMENT

- 6.1 For performance of the Services, the **Consultant** is entitled to the Fee. The applicable fee is set in Appendix X
- 6.2 The Fee set in Appendix X is including all travel, accommodation and related expenses. The Contracting Entity can though under special circumstances approve additional travel expenses. The Contracting Entity must give a written approve before these expenses can be held.
- 6.3 The Fee is fixed in the term of the Contract and is thus not adjusted. This applies irrespective of the number of hours spent by the **Consultant** on performing the Contract.
- 6.4 The **Consultant** is only entitled to an adjustment of the Fee if the Contracting Entity demands changes to the Services. Each such adjustment must be based on the stated Hourly Rates.
- 6.5 The **Consultant** is only entitled to receive the Fee to the extent the **Consultant** has performed the Services in accordance with the Contract and its appendices.
- 6.6 The fee is charged by the **Consultant's** invoices forwarded when the full agreed Service has been provided.
- 6.7 **The Consultant** is to send invoices to:

[Insert recipient's name and address]
- 6.8 **Consultant's** invoices must be specified so that it clearly appears (1) which Service(s) have been performed and (2) which Employee(s) have performed the Services.
- 6.9 The Contracting Entity is obligated to pay 30 (thirty) calendar days after the **Consultant** has sent an adequate invoice, see clause 6.8.

7. BREACH

- 7.1 There is a breach if **the Consultant** fails to perform its obligations under the Contract, or if the Services are not consistent with the Contracting Entity's reasonable expectations.
- 7.2 If the Contracting Entity so wishes, any defective Services must be remedied by **the Consultant** as soon as possible without the **Consultant** being entitled to payment in this respect.
- 7.3 If either Party commits a material breach of their obligations under the Contract, the other Party is entitled to terminate the Contract. However, it is a condition for the termination that (i) prior written notice is given of the Party's wish to claim the breach, and (ii) that the breach has not been remedied within 14 days after such notice was given, but see clause 7.2.
- 7.4 If the **Consultant** is declared bankrupt, if a bankruptcy or restructuring petition is filed against the **Consultant**, if a compulsory composition is

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initiated, or if the **Consultant** enters into liquidation or is subject to compulsory dissolution, this is considered a material breach as stated in clause 7.3.

- 7.5 If the **Consultant** is in breach of the Contract, the Contracting Entity is entitled to set off the claims the Contracting Entity might have as a consequence of the breach against the **Consultant's** fee.
- 7.6 If the Contracting Entity fails to meet its payment obligations under the Contract, the **Consultant** is entitled to interest in accordance with the rules of the Interest Act in force from time to time.

8. LIABILITY

- 8.1 The Parties are liable in accordance with the general rules of Danish law, unless otherwise provided by the Contract, see clause 8.2.
- 8.2 The Parties' liability under the Contract is limited to the Contract value for one year (the monthly pay set in Appendix X * 12) **[insert amount]**.
- 8.3 The limitation of liability in clause 8.2 does not apply if the loss may be attributed to gross negligence or any wilful acts of the liable Party.

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9. INSURANCE

- 9.1 The **Consultant** must have valid commercial and liability insurance covering the Services in the term of the Contract. The **Consultant's** insurance must have a minimum cover equivalent to the **Consultant's** obligations under clause 8.2.
- 9.2 No later than in connection with the conclusion of the Contract, the **Consultant** must document that the **Consultant** complies with provision in clause 9.1.

10. FORCE MAJEURE

- 10.1 The liability to fulfil an obligation under this Contract is suspended to the extent the fulfilment of the obligation is prevented by Force Majeure.
- 10.2 The Parties shall to the widest possible extent contribute to preventing and limiting the negative implications of a Force Majeure situation in relation to the fulfilment of their obligations under the Contract. The prevented Party must resume its performance under the Contract immediately after the end of such Force Majeure situation.

- 10.3 Force majeure in the event of delay may be claimed by no more than the number of Working Days for which the force majeure situation continues.
- 10.4 Where a time limit for the **Consultant's** delivery is postponed due to force majeure, the payments related thereto will be postponed correspondingly.
- 10.5 Force majeure may be claimed only where the relevant Party has given notice thereof in writing to the other Party within 5 (five) Working Days after the force majeure situation occurred.
- 10.6 The Contracting Entity is entitled to terminate the Contract in full or in part if the **Consultant** is prevented from delivering the Services due to Force Majeure for a period of 10 (ten) Working Days within a period of 2 (two) calendar months.

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11. CONFIDENTIALITY

- 11.1 The Parties and their staff, sub-suppliers, and advisers shall keep strictly secret any information concerning the other Party's business secrets, business concepts, business connections and other confidential matters of which they obtain knowledge in connection with the preparation, conclusion and performance of the Contract.
- 11.2 The duty of confidentiality in clause 11.1 does not include (i) disclosure with written permission from the protected Party, (ii) disclosure required by a public authority (according to applicable legislation), and (iii) disclosure for the purpose of resolving a dispute between the Parties, and (iv) disclosure to a Party's attorney(s) and auditor(s).
- 11.3 The provisions in clause 11 remain in force notwithstanding termination of the Contract, whether caused by termination, cancellation, etc.

12. ASSIGNMENT

- 12.1 The **Consultant** is not entitled to assign its rights and obligations under the Contract without the prior consent of the Contracting Entity.
- 12.2 The Contracting Entity is entitled to assign its rights and obligations under this Contract without the prior consent of the **Consultant**.

13. SUB-CONTRACTORS

- 13.1 The **Consultant** is only entitled to use sub-contractors for the performance of the Services with the written consent of the Contracting Entity.

- 13.2 The **Consultant** is liable under the Contract for its sub-contractors' products and services, actions and omissions in the same way as being liable for its own affairs, and the **Consultant** is fully liable for the performance of all obligations undertaken under the Contract.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 The Contracting Entity is entitled to use, copy and change any material prepared, developed or assigned to the Contracting Entity by the **Consultant** under this Contract. The Contracting Entity may assign these rights to a third party if such assignment is necessary in order to perform, arrange or change the Services.

The **Consultant** will keep the intellectual property rights in relation to ideas, inventions and any material prepared for the purpose of the performance of the Contract. The **Consultant** may use ideas, inventions and material in connection with subsequent performance of projects for other contracting entities.

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- 14.2 Any material prepared by the **Consultant** or obtained in connection with the performance of the Contract must be made available to the Contracting Entity in such a way that the Contracting Entity may use the material for the purpose of performing the Contract or have a third party process the material without the advice of the **Consultant** being necessary in this connection.
- 14.3 Upon termination of the Contract, notwithstanding the reason, the **Consultant** shall hand over all material prepared or developed by the **Consultant** for the Contracting Entity under the Contract. The Contracting Party is entitled to use the material as the Contracting Party wishes.
- 14.4 The **Consultant** shall ensure that the Services do not infringe any third party rights.

15. AMENDMENTS

- 15.1 Amendments to the Contract may not be made unilaterally, but require agreement between the Parties.
- 15.2 Any amendments agreed between the Parties are to be included as a written appendix to the Contract. Amendments which are not made in accordance with clause 16 are not applicable as between the Parties.

16. EFFECTIVE DATE, TERM AND TERMINATION

- 16.1 The Contract comes into force on the Effective Date and will expire 12 months later.

- 16.2 The Contract expire on **XXX**
- 16.1 The Contracting Entity can extend the Contract by 12 months two times. The Contracting Entity must inform the **Consultant** no later than 3 months the expire date if The Contracting Entity wish to make use of the extension possibilities
- 16.2 During the term of the Contract, the **Consultant** may not terminate the Contract.
- 16.3 The Contracting Entity may terminate the Contract by giving 3 months' notice.
- 16.4 If the Contract is terminated under clause 16.34, the **Consultant** is entitled to receive payment for the Services to be performed by the **Consultant** under this Contract until the time when the Contract ends according to the termination. The **Consultant** is not entitled to any other payment, damages or compensation in connection with the Contracting Entity's termination.
- 16.5 The Contracting Entity is entitled to terminate the Contract without notice if the Complaints Board for Public Procurement or a court sets aside the Contracting Entity's decision to assign the Contract to the **Consultant** or orders the Contracting Entity to terminate the Contract. In case of termination under clause 16.5, clause 16.4 applies correspondingly.

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17. GOVERNING LAW AND JURISDICTION

- 17.1 The Contract and any dispute arising out of the Contract are to be settled in accordance with Danish law, with the exclusion of the conflict of laws rules under Danish law.
- 17.2 In the event of disagreement between the Parties, each Party shall participate in a settlement negotiation meeting at the request of the other Party if the Party requesting the meeting has given at least six (6) days' notice. At the meeting, the Parties and/or their advisers, if any, shall seek to resolve the dispute on the interpretation or implication of the Contract by negotiation.
- 17.3 If the Parties do not wish to hold a settlement negotiation meeting, or if the dispute is not resolved within 14 calendar days of a written request from a Party for a settlement negotiation meeting referring to clause 17.2, the dispute may be brought before the Contracting Entity's home court as the court of first instance having exclusive jurisdiction.

18. SIGNATURES

18.1 This Contract is signed in two counterparts of which each Party has received one, both of which are to be considered the original Contract.

Date:
Place:

Date:
Place:

For:

For:

Name:
Title:

Name:
Title:

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