

Danish Agency for Culture and Palaces

H.C. Andersens Boulevard 2

DK-1553 Copenhagen V

CVR no. 34072191

(hereinafter referred to as the Customer)

and

SUPPLIER

(hereinafter referred to as the Supplier)

have on the date and year set forth at the end hereof entered into the following

**Agreement**

**on**

**delivery, maintenance and support of XX (software for admission)Contents**

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# Definitions

Working Days Monday to Friday, except for Danish public holidays, 24 December, 31 December and 5 June. Any local public holidays must be respected if the Supplier is not from Denmark.

Day (or daily) Calendar day (or each calendar day)

Documentation System documentation, including requirements for operating environment, installation, operating and user manual.

Software The software comprised by this Agreement.

# Scope of Agreement

## General

The Supplier delivers the software and related documentation specified in appendix 1.

The system must contain seven environments with data; each environment to be accessed only by the individual institution.

The Customer holds overall responsibility for ensuring that its requirements and wishes for system functionality and the actual system (system requirements) are stated sufficiently clear and unambiguously in the Customer’s requirements specification to the Supplier.

The Supplier undertakes operation and maintenance as well as support of the software in compliance with appendix 4 and guarantees that any requirements and service level targets for the software specified herein are met.

The Supplier ensures that services to be provided by the Supplier under this Agreement are performed by qualified staff which is knowledgeable of the Customer, the software and that such services are provided in accordance with good IT practice.

In respect of any system adjustments before commissioning and regular system adjustments in the future, the Customer and Supplier agree to cooperate in a positive, professional and responsible manner and that both will work to achieve the best possible result. The Supplier is the expert in terms of the product and accordingly responsible for advising the Customer about the most expedient solutions form both a technical and financial perspective. The Customer is the expert in terms of its own business and accordingly responsible for informing the Supplier about any essential elements of the Customer’s way of doing business, considering the tasks which the system must support.

The Customer will provide resources at the individual institution to implement the system. Similarly, the Supplier must provide the necessary resources during the implementation period. Generally, this period will run from 1 May 2017 to 1 September 2017.

If system adjustments/development is required before commissioning of the system, such adjustment/development must be completed by the Supplier and tested to the Customer’s satisfaction before 1 July 2017. The parties are jointly responsible for ensuring that any adjusted/developed functionality works appropriately. The Supplier is responsible for completing any system adjustments/development within the agreed time frame.

## Number of users

The system is intended for admission of students on artistic educational institutions and can generally be compared with a recruitment system. Accordingly, the users comprise applicants and study administration staff (case owner) as well as any academic staff (examiners) if they have access to the system [to be settled with the Supplier].

Applicants must only be able to access a front-end user interface where they can view the educational programmes offered by the various institutions and upload their applications. The study administration staff must be able to access the entire case-owner part of the system.

The case-owner part of the system is used by no more than 10 users, i.e. study administration staff at the individual institutions (for minor institutions, it may be fewer users). Most often, only half of these users at the individual institution will access the system at the same time. In total, a maximum of 60 users will use the case-owner part of the 7 environments.

Moreover, there will [possibly] be a maximum of 100 users, i.e. academic staff, in total with access to the case-owner part of the system at the individual institution (for minor institutions, it may be fewer users). In total, a maximum of 500 users will use the case-owner part of the 7 environments. These users will use the system intensively for short periods of time in connection with admission examinations where they will be in charge of evaluations.

The system is used by applicants, who will total approx. 4-5,000 per year for the seven institutions. For the individual institution, the number of applicants will be 150-1,500 per year. The applicants will only access the front-end of the system (via a user logon). The majority of applicants will access the system during the intensive periods leading up to the closing date for applications at the individual institution.

The Customer may at all times change the number of users by forwarding written communication to this effect to the Supplier. The prices of further users will be calculated in compliance with the prices specified in appendix 3.

# Basis of Agreement

## General

This Agreement is made up this present document with appendices, the Agreement taking precedence over the appendices.

Minutes of resolutions from meetings between the Customer and the Supplier which are approved by both parties automatically become an integral part of the Agreement. Minutes of resolutions take precedence over the appendices to the Agreement. If minutes of resolutions entail significant changes to the Agreement, an addendum must be drawn up for the Agreement, see clause 20.

This Agreement is drawn up according to Danish rules. The applicable law is Danish legislation, and the cooperation is subject to Danish customs and standards. If the Supplier does not come from Denmark, it may be necessary to make some adjustments to the Agreement in respect of the legislation applicable to the Supplier, see e.g. clause 10.4 dealing with price adjustment and clause 11.4 dealing with interest. Such adjustments must be made on conclusion of the Agreement.

## Term of Agreement

This Agreement is for a term of two years from [enter date for signing of this Agreement] until [enter date], after which the Agreement will lapse without further notice on the date of the expiry of the delivery period.

# Software delivery

The Supplier will arrange for the software to be installed and tested at the Customer before the deadline specified in appendix 1. Any requirements the Supplier may have for the Customer’s participation in the installation and testing are also described in appendix 1.

The software is tested as part of an installation acceptance test and an acceptance test. The tests will be carried out by the Supplier with the Customer’s active participation.

The installation acceptance test is intended to test whether the software is functional.

The acceptance test is primarily performed to ascertain whether the agreed functionality is present. The acceptance test must be approved by the Customer. After the acceptance test is complete, the Customer must by written communication notify the Supplier whether:

* The acceptance test is approved.
* The acceptance test is conditionally approved with indication of any errors and defects. Such errors and defects must be corrected with in a short period of [X] days.
* The acceptance test is not approved with indication of critical errors and defects. Such errors and defects must be corrected with in a short period of [X] days.

‘Critical’ errors and defects are defined as elements of significant importance to the Customer’s use of the system and which cause parts of the system functionality to be reduced to such a degree that the system is deemed to be out of operation. On the other hand, errors and defects are defined as elements of importance to the Customer’s use of the system but which can be managed though a minor manual process or via a temporary workaround until the error has been corrected.

Delivery is regarded as having taken place when the Customer approves the acceptance test. This will constitute the Customer’s acceptance date.

In the event of system adjustments/development, acceptance test of the system should not be performed until after these have been made to ensure that the final system is tested.

After the acceptance date, the system will be in operation and the agreed service level targets, see appendix 5, will apply.

# Rights in software and documentation

The Customer acquires the right to use the software and related documentation. The Customer is not entitled to copy the software and documentation to any wider extent than necessary for the Customer’s operation and security.

The right of use is indefinite during the term of this Agreement unless otherwise expressly stated in appendix 6.

The Customer’s external users, who will be using the software as part of their deliveries to the Customer, are covered by the Customer’s right of use.

If the operation, maintenance or support arrangement lapses, the Customer’s right to use the software also entails a right for the Customer or a third party to maintain the software, including making changes to the software.

The specific elements of the right to use the software and documentation are also described in appendix 6. However, this Agreement takes precedence over appendix 6. Appendix 6 does not limit the use of the software for any of the Customer’s external users, including in the form of receiving or entering data in the system.

If due to requirements from subcontractors, the Customer must sign licence conditions directly with such subcontractors, any relationship between the Supplier and the Customer must disregard such licence conditions to the extent that the provisions do not concern the content and scope of the right of use.

The Customer also acquires a right to use any change, including ordered solutions, see clause 8, updating, of the software and documentation carried out as part of the error correction and maintenance delivered by the Supplier as part of the Agreement. The Supplier must prepare documentation for the solutions made in connection with major changes or system adjustments/development.

If the Agreement includes open-source software, the Customer will acquire the rights in such software as specified in the relevant open-source licence. This applies regardless of whether this licence extends further than necessary for the Customer’s operation and security.

The rights pass on the acceptance date.

# Licence audit

If the Supplier in appendix 6 has stipulated that it is entitled to make audits at the Customer with a view to checking the Customer’s observance of the licence conditions appended thereto, the following applies to the performance of audit.

At least two months’ notice must be given of the licence audit. Notice must be given in accordance with the provisions on communication in clause 18 of this Agreement.

Licence audit must always be performed by a third party recognised by the Danish IT industry.

Reports and other documentation prepared as part of the performance of licence audit may only be used for this purpose and any copy must be handed over to the Customer.

# Maintenance and support

The Supplier provides operation, maintenance and support from the acceptance date in compliance with the requirements in appendix 4.

The Customer pays for operation, maintenance and support from the acceptance date.

# Consulting tasks

The Customer may at all times request that tasks related to the software be solved by the Supplier. Such requests must be made in writing and include a short description of the scope of the task.

Not later than ten Working Days after the request, the Supplier must forward a proposal for a task solution that contains:

* Task purpose, content and deliveries
* Applied methods, standards, technical tools and documentation
* Estimate for the task based on the hourly rates in appendix 3, clause 1.4.
* Time schedule
* The Customer’s contribution to the solution of the task, including staff, facilities, tools, licences, hardware, operation, installation, etc.

The Supplier cannot initiate such tasks without the Customer’s written approval of the proposal.

# Service level targets

Appendix 5 describes the service level targets to be fulfilled. These targets must be fulfilled on the acceptance date.

# Payment

## Acquisition price

The price of acquiring software and documentation is specified in appendix 3, clause 1.2.

## Payment for operation, maintenance and support and any regular licence fees

The total annual payment for operation, maintenance and support and any regular licence fees are specified in appendix 3, clause 1.3.

## Payment for consulting tasks

Payment for consulting tasks (see clause 8) is calculated based on time spent multiplied by the hourly rates specified in appendix 3, clause 1.4, plus any documented and already agreed expenses.

If the Supplier predicts a risk of exceeding the estimate, the Supplier must provide the Customer with a reasoned written notification to this effect without undue delay. The Customer will then decide whether the task should be considered as completed on the Supplier’s part or whether a new estimate will need to be prepared for the completion of the task. If the Customer decides that the task is to be considered as completed on the part of the Supplier, the Supplier will invoice the Customer for any payment it has yet to receive and to which it is entitled; such payment can never exceed the agreed payment basis.

## Price adjustment

Prices include customs, duties and other taxes, except for value added tax (VAT). In the event that Danish taxes are altered, the prices will be adjusted by the economic net consequence thereof so that the Supplier's position remains unchanged. In the event that foreign taxes are altered, the Customer and Supplier will need to negotiate the matter.

If the Supplier is from Denmark, prices will be adjusted on 1 January each year by the percentage change in the net consumer-price index published by Statistics Denmark, see Consolidated Act no. 76 of 3 February 1999, from the time of the latest adjustment or determination of prices until the month of October in the preceding year. If the net consumer-price index ceases to be calculated, the adjustment must be made based on another, corresponding index.

In the event of a foreign Supplier, the Customer and the Supplier must negotiate the annual price adjustment on conclusion of the Agreement.

# Terms of payment

## Acquisition price

The Supplier may invoice 1/3 of the acquisition price, see clause 10.1, following approval of the installation acceptance test and 2/3 of the acquisition price, see clause 10.1, following approval of the acceptance test.

## Payment for support and maintenance and any regular licence fees

The annual operation, maintenance and support payment and any regular licence fees are payable quarterly in arrears from the acceptance date at 1/4 on each 1 January, 1 April, 1 July and 1 October. The first time, a proportionate amount must be paid for the period from the date mentioned and until the end of the quarter in question.

Additional support in excess of what is comprised by the normal Agreement, see appendix 4, can be settled according to time spent, see the current hourly rate in appendix 3, clause 1.4.

## Payment for consulting tasks

Payment for consulting tasks, see clause 10.3, is invoiced monthly in arrears.

As documentation for the payment amount, an overview in which each of the Supplier’s employees involved in the task has specified the time spent on performing the task must be appended to the invoice. The Customer reserves the right to ask the Supplier for a detailed specification of how time has been spent.

## Electronic invoicing

Terms of payment are 30 days on receipt of satisfactory invoice from the Supplier.

The Supplier must forward the invoice electronically to the Danish Agency for Culture and Palaces at EAN number 5798000793248, attn. Contact, see Executive Order no. 206 of 11 March 2011 on Electronic Settlement with Public Authorities.

The invoice must include the following information:

* Payment date
* Agreement number (as specified on the first page of the Agreement)
* Property no. of the Danish Agency for Culture and Palaces (if specified in appendix 1 or otherwise the address)
* Period and/or date of delivery of the Service
* Project manager of the Danish Agency for Culture and Palaces, Maria Vitved Andersen
* Description of the Service provided

The Customer is entitled to reject invoices that are not forwarded as specified above. The Supplier may not charge an invoicing fee.

In case of late payment, the Supplier is entitled to charge interest; for a Danish Supplier this is regulated by Consolidated Act no. 743 of 4 September 2002 ‘Consolidated Act on Interest on Late Payments, etc. ’ as amended.

For a foreign Supplier, the calculation basis for such interest must be determined on conclusion of the Agreement

# Termination

Either party may terminate the Agreement on the operation, maintenance and support arrangement by giving three months’ written notice to expire at the end of a quarter; however, not to expire sooner than one year after the acceptance date.

Neither party is entitled to compensation or damages if termination is made subject to this provision.

# Compensation and insurance

The parties are liable in accordance with the general law of damages in Denmark. However, none of the parties are liable for any indirect loss. Loss of data that cannot be ascribed to either the Supplier’s or the Customer’s handling of data is considered an indirect loss.

Compensation is limited to the annual payment for operation, maintenance and support, see clause 10.2.

The limitations above only apply if the loss cannot be ascribed to gross negligence or wilful conduct by the party causing the loss.

The Supplier's product liability is governed by the general rules of Danish law.

The Supplier takes out and maintains general liability insurance, including product liability insurance, that meets the standards of the industry.

# Breach

The Supplier is responsible for observing the time schedule in appendix 1 and any subsequently agreed amendments to the time schedule. The Supplier must notify the Customer in writing of any matter that may affect timely delivery. In the event of an expected delay, the Supplier must take all necessary steps to avoid or reduce the delay. A delay that cannot be ascribed to the Customer’s circumstances cannot result in higher prices for the Customer.

A defect in the delivery is deemed to exist if the delivery fails to meet the warranties given by the Supplier or does not work in such a manner as the Customer might justly expect.

If the service level targets in appendix 5 are not fulfilled, this will be sanctioned with a reduction in the annual payment, see clause 10.2, in accordance with the provisions of appendix 5. The reduction excludes a proportionate deduction in the payment for maintenance.

In the event of material breach, clause 15 of this Agreement will also apply.

# Termination for breach

Either party may terminate the Agreement in whole or in part if the other party is in material breach of its obligations under the Agreement and if such other party has failed to remedy the breach within a reasonable period of time. Termination for breach does not preclude the terminating party from obtaining compensation.

The Customer may terminate the Agreement to the extent that it is not precluded by the provisions of the Danish Bankruptcy Act if the Supplier goes bankrupt, becomes subject to reconstruction, initiates negotiations for a composition or the Supplier’s financial circumstances in general appears to be in such a state that the Supplier is deemed unable to perform the Agreement. The same will apply if the Supplier closes down the business to which the Agreement relates or other circumstances arise jeopardising the proper performance of the Agreement.

# Force Majeure

Neither party should be regarded as liable to the other party for circumstances beyond the party's control and which the party, when signing the Agreement, could not have foreseen or could not have avoided or overcome, including strikes (force majeure). Circumstances of a subcontractor will only be regarded as force majeure if the subcontractor is faced with an obstacle falling within the first sentence of this provision and which the Supplier ought not to have avoided or overcome.

The party who wishes to invoke force majeure must inform the other party thereof in writing not later than five Working Days after the force majeure event and provide information about the expected scope and duration.

The party who has not been affected by the force majeure situation is entitled to terminate the Agreement in case the agreed deadline for final delivery is exceeded by 20 Working Days as a result of force majeure.

# Cooperation

Each party has appointed a contact

Supplier: [name and title]

[Direct phone number/mobile number]

[email address]

Customer: Slots- og Kulturstyrelsen/Agency for Culture and Palaces

Maria Vitved Andersen

M +45 2286 5854 / +45 3395 4200

mva@slks.dk | slks.dk

The contacts will meet at least twice a year to ensure the quality of the services provided and the expedient performance of the Agreement. At the meetings, the Supplier will present the latest quarterly report, see appendix 5, which describes the fulfilment of agreed service level targets and any measures the Supplier has initiated in instances where one or more of the service level targets have not been fulfilled during the period. The Supplier must forward such reports to the Customer no later than 10 Working Days after the end of a quarter.

Any changes to the Agreement agreed during the meetings will be incorporated in addenda to be signed by both parties and appended to the Agreement.

If the Supplier has specified in appendix 1 that specific members of the Supplier’s staff will carry out tasks as part of the performance of this Agreement, the Supplier may not replace such staff without the Customer’s approval. If replacement of staff is unavoidable, e.g. due to job change, the Supplier must ensure that the new staff, as a minimum, has similar qualifications.

# Communication between the parties

Communication given under this Agreement must be made in writing, including by email, to the contacts specified in clause 17 above.

# Assignment of rights

The Customer is entitled to assign its rights and obligations under the present Agreement to another public institution if the activities previously carried out by the Customer are assigned to this other institution. In case of such assignment, no new software licence is required.

If the Customer’s activities are assigned by spinning off organisational units and this entails that both the Customer and the spun off units will need to use the software, the user rights and any other rights under the Agreement remain with the Customer; subject to the understanding that the spun off units for a period of six months after spin off remain covered by the right of use assigned under this Agreement.

The Supplier cannot assign its rights and obligations under the present contract to a third party without the Customer's written consent. The Customer may not deny such consent without fair reason.

# Changes to the Agreement

Changes to the Agreement, including changes to the Suppliers licence conditions in appendix 6 must be made in writing and in the form of addenda. Addenda must be numbered consecutively, be signed by both parties and be appended to the Agreement.

# Confidentiality

The Supplier and its staff must observe strict confidentiality with respect to information regarding the Customer’s matters or data from the Customer’s system(s), of which they might become aware in connection with the performance of this Agreement. The Supplier imposes a similar obligation on all subcontractors others who assist the Supplier with performance of the Agreement.

The duty of confidentiality does not comprise publicly available information and information which the Supplier receives from a third party, who legally possesses such information and who is not subject to a duty of confidentiality.

The Customer’s data includes personal data about applicants, which is subject to strict confidentiality. In respect of the operating, maintenance and support service, all staff with access to data in the system(s) at the Supplier, possibly subcontractors or other persons assisting the Supplier, must sign a data processor agreement.

# Marketing

The Supplier may not use the Customer as part of its marketing activities, including on the Supplier’s website, reference lists, etc. without the Customer’s prior and written acceptance.

# Legislation on processing of personal data

If the Supplier’s provision of services under the Agreement involves processing of personally identifiable data, the Supplier must at all times ensure that current Danish legislation on processing of personal data is observed, particularly the Danish Act on Processing of Personal Data (Act no. 421 of 31 May 2000, as amended) and the Danish Executive Order on Security Measures (Executive Order 528/2000, as amended).

To the extent that the Supplier’s provision of services under the Agreement entails that the Supplier will be processing personally identifiable data, the Supplier must act as data processor under the instruction of the Customer as data controller, and the provisions of section 41(3)-(5) of the Danish Act on Processing of Personal Data will also apply to the Supplier’s processing of personal data. The Supplier may not process personal data for purposes other than those determined by the Customer, and the Supplier may not process personal data under the instruction of others than the Customer.

The Supplier must implement appropriate technical and organisational security measures to protect data against accidental or unlawful destruction, loss or alteration and against unauthorised disclosure, abuse or other processing in violation of the Act on Processing of Personal Data and the Executive Order on Security Measures. This also applies if the Supplier’s processing of personal data takes place through the use of home workstations.

At the Customer’s request, the Supplier must provide the Customer with adequate information so that the Customer can observe its obligations as data controller under the Danish Act on Processing of Personal Data, including obligations vis-á-vis the persons recorded and the obligation to ensure that the Supplier has taken the mentioned technical and organisational safety measures.

In case of a security breach, the Supplier must notify the Customer without undue delay.

# Labour clause

The Supplier is under an obligation to ensure that employees of the Supplier and any subcontractors who assist in performing the Agreement are ensured pay (including allowances), hours of work and other conditions of labour which are not less favourable than those applying to work of the same nature under collective agreement concluded by the most representative labour market parties in the trade or industry concerned in Denmark, and also applying to the entire Danish area.

‘Assist in performing the Agreement’ means work carried out in Denmark for the purpose of performing the Agreement.

Suppliers must ensure that employees are informed of the terms of the labour clause.

The Customer may at all times request relevant documentation that the employees’ pay and working conditions meet the obligations stipulated by the labour clause. The Customer may thus require that the Supplier, subject to written demand to this effect, furnishes relevant documentation such as pay and hour slips, payroll accounts and employment contracts from its own employees and any of its subcontractor’s employees within 10 Working Days. Failure to provide documentation is subject to a penalty of DKK 1,000 per Working Day after the deadline for delivery.

For its assessment of whether the Supplier or the subcontractor has observed the labour clause, the Customer may consult relevant employer and/or employee organisations.

If the Supplier fails to observe its obligations under the labour clause and this results in a justified claim for additional pay from the employees, the Customer may withhold payment with a view to accommodating such claims.

The Supplier may also be imposed a penalty of twice the amount payable in additional pay to the employees.

# Tax and VAT

The Supplier warrants that pay is reported to the tax authorities and that taxes and duties are withheld according to the rules applying to employers in Denmark or in other countries in connection with the work carried out.

# Disputes, governing law and venue

Disputes do not constitute a reason to stop the work.

Attempts must initially be made to ensure the amicable resolution of disputes between the parties that arise in relation to the performance of this Agreement.

If the dispute cannot be resolved amicably, the dispute must be settled by simple arbitration at the Danish Institute of Arbitration in Copenhagen according to the rules of procedure adopted by the Danish Institute of Arbitration that apply at the instigation of the arbitration proceedings. Applicable law and language is Danish.

If the Supplier is not Danish, the parties can, in connection with the conclusion of the Agreement, decide how to handle disputes that cannot be resolved amicably and decide on the proper venue. Generally, disputes must be brought before the Danish courts.

# Interpretation

The headings of the provisions of this Agreement have only been included for practical reasons. Any interpretation of this Agreement must disregard these headings.

Any references to this Agreement or to a provision hereof will also include the appendices to the Agreement, or the appendices relevant to the provision in question, as the case may be.

# Signature

This Agreement with appendices has been drawn up in two identical copies, the parties receiving one copy each.

………………….. …………………….

Supplier: Customer:

…………………………. ……………………………

…………………………. …………………………....



**Danish Agency for Culture and Palaces**

Agreement on supply of standard software

**Appendix 1**

**Specification of software and documentation comprised by the agreement**

# Requirements for functionality and documentation

[*Supplier’s software description and specification and documentation in respect of the requirements of the requirements specification that are accommodated with the system and any system adjustment/development.*]

Requirements specification from the Client

|  |  |  |
| --- | --- | --- |
| **Purpose** | **Description of requirements** | **Functional requirements necessary/other** |
|  | **Create educational programmes/lines** |  |
| Create educational programme/lines | Possibility of regularly creating different educational programmes/lines with differentiated web formula for the individual application forms and with different application periods. | Necessary |
| Create educational programme/lines | Possibility of reusing and editing previous application forms. | Necessary |
| Create educational programme/lines | Possibility of making mandatory and optional data fields. | Necessary |
| Create educational programme/lines | Case owner must be able to create and publish educational programs/lines for his/her own institution. | Necessary |
|  | **Application** |  |
| Payment | Possibility of integrating digital payment function (Danish and international payment cards) | Necessary |
| Payment | It must be possible to assign an individual payment agreement to the individual institution (Nets/Teller) | Necessary |
| Payment | It must be possible to return the payment. | Other |
| File upload | Possibility of file upload in connection with application of up to 5 GB.  Either via the system or outside the system via a link to another platform (server, portal, etc.) – in which case, it must be possible to establish a link between the file and application. | Necessary |
| File upload | Possibility of uploading a portrait photo in connection with application in the system. | Other |
| Priority | A function must be provided to specify the priority between several applications/educational institutions (alternatively, this can be done in the application form). | Other |
| Application | Possibility of providing the applicant with a draft function and allowing the applicant to edit the application until the closing date for receipt of applications. | Necessary |
|  | **Processing of applications** |  |
| Processing of application | The system must allow communication by email between the applicant and the study administration. | Necessary |
| Processing of application | The system must allow selecting and editing the status of an applicant (status means: rejection, invited for admission examination, offered admission, etc.) | Necessary |
| Processing of application | It must be possible to send standard messages related to a status to an applicant. | Necessary |
| Processing of application | Possibility of linking documents to individual messages (e.g. a complaint guide accompanying a message of rejection or information about the admission examination accompanying an invitation letter). | Necessary |
| Processing of application | Possibility of attaching individual comments to the individual messages. | Necessary |
| Processing of application | Possibility of either providing read-only access to *or* forwarding filtered applications with related files to an admission board. | Necessary |
| Processing of application | Possibility of a filtered view of applications, e.g. by gender, nationality, etc. | Necessary |
| **Purpose** | **Description of requirements** | **Functional requirements** |
| Processing of application | Possibility of extracting all applications with a link to related files in one instance, e.g. as a PDF file (mass processing). | Other |
|  | **Admission examinations (recruitment interviews)** |  |
| Admission examinations | The system must allow differentiated results from an admission examination to be recorded on an applicant. (The various institutions have different admission examinations/formats; some use grades, others points and others still use passed/not passed). | Necessary |
| Admission examinations | The system must allow inviting applicants for differentiated admission examinations by email. (see the process which is repeated with first examination round, second examination round, etc.) | Necessary |
| Admission examinations | Examiners must be able to record the grade given for the admission examination directly in the system via a user interface. | Other |
| Admission examinations | The examiner must be able to record an internal comment. | Other |
|  | **Admission examinations - option** |  |
| Calendar function | Possibility of automatically assigning individual times for admission examination via a calendar function in the system *or* possibility of merging individual times for the admission examination, e.g. from Excel into individual messages in the system. | Other |
| Several grades | It must be possible to record several results for one applicant in connection with the admission examination (an exam may consist of several elements, some have up to 10 grades). | Other |
|  | **Cross-institutional division of application - option** |  |
| Cross-institutional division | It must be possible to divide an application across two institutions (two environments, see system requirements).  This means that it must be possible to transfer an application with an attached file and recorded evaluations (from the admission examination) from one institution to another. | Other |
| Cross-institutional division | The system must be able to indicate that an application has been transferred to the next priority. | Other |
| Cross-institutional division | In connection with transfer to the next priority, it must be possible to send a message to the applicant about this, but this must not be done automatically. The study administration must be able to select/deselect this function. | Other |
| **Purpose** | **Description of requirements** | **System requirements** |
| Data extraction | Possibility of extracting data from the system to Excel based on individual criteria for statistics and other adm. systems. (i.e. it must be able to extract all data entered). | System requirements |
| Language | The applicant must be able to search in Danish and English via the system. | System requirements |
| Language | The system must support the use of special characters (in connection with applications). | System requirements |
| Language | The study administration (back-end) must be able to access the system in Danish or English. | System requirements |
| Server capacity (files) | The capacity for media files must total approx. 3 TB for all seven environments. The requirement differs for each institution. (It is a requirement that all application files are saved for at least one year, after which they can be deleted to create space for the coming application files). | System requirements |
| Server capacity (files) | It must be possible to scale the capacity as the Customer’s capacity requirements increase. | System requirements |
| User control | Anyone (wanting to apply for admission) should be able to get access to apply and upload files (front-end), e.g. via log on. | System requirements |
| User control | Different user roles with different rights for the individual environment (back-end) must be provided. (e.g. read-only access, write access, system administrator, etc.) | System requirements |
| **Purpose** | **Description of requirements** | **System requirements** |
| User control | Possibility of user log on to edit data in the system. (e.g. change of a grade, a closing date for submitting application for an educational programme, etc.) | System requirements |
| Architecture/IT security | The applicant must be able to apply through the internet - also from mobile platforms. | System requirements |
| Architecture/IT security | The system must contain seven environments with data, which can only be accessed individually by the individual institution. (The solution may involve seven independent systems with one common user access via a webpage or one system with seven separate environments, e.g. via institution user accesses.) | System requirements |
| Architecture/IT security | The system must comply with current Danish rules on security in respect of data security, including the new EU regulation on processing of personal data, ISO 27001, etc. | System requirements |
| Architecture/IT security | The system must to the widest possible extent be based on an IT architecture that is up-to-date and applies proven technologies. | System requirements |
| Architecture/IT security | The system must appear user-friendly/intuitive both front-end and back-end. | System requirements |
| Architecture/IT security | It must be possible to scale the number of users in the system as the Customer’s capacity requirements increase. | System requirements |
| Architecture/IT security | The system must notify the user if the system fails or the user does something wrong via error messages in the user interface. | System requirements |
| Architecture/IT security | The system is purchased following the conclusion of the Agreement | System requirements |
| Architecture/IT security | The Supplier must establish, operate and maintain test environments and production environments following the conclusion of the Agreement. | System requirements |
| Architecture/IT security | The Supplier must take backup (copy) of data regularly in accordance with the agreed backup policy stipulated in the Agreement. | System requirements |
| Architecture/IT security | The Supplier must carry out and document successful restore of databases at least once a year. | System requirements |
| Architecture/IT security | The Supplier must be able to provide system support following the conclusion of the Agreement | System requirements |
| Architecture/IT security | Where possible, the Supplier must be able to offer additional system support during application peak periods (several times each year due to various educational programmes with different application periods) | System requirements (others) |

# Time schedule

Following the conclusion of the Agreement at the end of April, the time schedule for delivery and commissioning of the system will be as follows:

**Any adjustment period 1 May - 1 July 2017**

**Implementation period: 1 July 2017 - 1 September 2017**

**Commissioning: 1 September 2017**

Once the Agreement has been signed, there will generally be an extended implementation period from 1 May 2017 until the final commissioning date on 1 September 2017. During this implementation period, half of the time has been allocated to allow the Supplier to make any system adjustments/development and to allow the Customer to test the solution.

In the event of system adjustments/development, acceptance test of the system should not be performed until after this solution is complete to ensure that the final system is tested.

However, the installation acceptance test can be performed during the adjustment period. The basic installation is expected to be approved on 1 June 2017, meaning that the system - with any outstanding adjustments - can be commissioned by the educational institutions from that date. An approved installation acceptance test, incl. any system adjustments/development must be approved on or before 1 July 2017.

The acceptance test will be initiated as quickly as possible and not later than 1 July 2017. The acceptance test is expected to be approved on or before 15 July 2017. This allows time to remedy any minor defects during the summer and time for the institutions to implement the system internally in the individual institutions.

Training is to take place during the implementation period from 1 May 2017 to 1 September 2017. The specific time schedule for training depends i.a. of any system adjustment/development. It will therefore be planned with the Supplier in connection with the conclusion of the Agreement.

The following deadlines will be completed in final in cooperation with the Supplier.

|  |  |
| --- | --- |
| **Milestone** | **Deadline** |
| Approved installation acceptance test of basic installation | 1 June 2017 |
| Any system adjustments/development | 1 July 2017 |
| Approved installation acceptance test, incl. system adjustments and development | 1 July 2017 |
| System training | May/June. |
| Approved acceptance test (acceptance date) | 15 July 2017 |
| Commissioning date | 1 September 2017 |

# Place of delivery

The software must be installed at the Customer’s address. The Customer’s address is not at the Customer in the form of the Danish Agency for Culture and Palaces, which will enter into the agreement, but instead at the seven institutions, on behalf of which the Danish Agency for Culture and Palaces enters into the agreement: [enter addresses]

The Supplier undertakes operation of the software and thus server instances, etc.

The tests specified in clause 4 of the Agreement will be carried out at the above addresses.

# Supplier’s employees

The Supplier has allocated the following employees for the performance of the Agreement:

|  |  |
| --- | --- |
| **Name, position** | **Contact details** |
|  |  |
|  |  |

To be able to undertake maintenance and support, some of the Supplier’s employees, or any sub-contractor, will have access to the Customer’s system production and production data; the Customer meaning the seven institutions. Besides being covered by the general confidentiality clause, see clause 21 of the agreement, these employees must also sign a data processor agreement, since the Customer’s data includes sensitive personal data.

The Supplier has allocated the following employees to undertake maintenance and support:

|  |  |
| --- | --- |
| **Name, position** | **Contact details** |
|  |  |
|  |  |

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**Appendix 3**

**Prices**

# Payment

# General

The parties have agreed the payment as set out below. All prices are fixed in Danish kroner, inclusive of all taxes and exclusive of VAT. Price adjustments are subject to clause 10.4 of the Agreement.

# Acquisition price

|  |  |
| --- | --- |
| **Service** | **Price** |
| Software, see appendix 1 |  |
| Documentation, see appendix 1 |  |
| Other services in connection with installation and tests, see appendix 1 |  |
| **Total acquisition price** |  |

# Regular payment

|  |  |
| --- | --- |
| **Service** | **Price per year** |
| Annual payment for operation and maintenance |  |
| Annual payment for support |  |
| Any regular licence fees |  |
| Other regular payments |  |
| **Total regular payments** |  |

# Payments for other assignments

If installation of new versions, special support cases or further system adjustment/adaptation requires purchase of additional individual services, such services will be settled at a fixed hourly rate.

|  |  |
| --- | --- |
| **Service** | **Hourly rate** |
| Consultancy hours [category 1] |  |
| Consultancy hours [category 2] |  |

It must be able to scale the system’s user capacity with any increase in the Customer’s capacity requirement both in respect of the number of case owners/possibly examiners and number of applicants.

|  |  |
| --- | --- |
| **Service** | **Price per additional user/users** |
| Price per additional user, defined as Study administrative staff (case owner) |  |
| Price per additional user, defined as Academic staff (examiners), if they have access to the system [to be clarified by the Supplier]. |  |
| Price per [100] additional user in the system front-end interface, i.e. Applicants. |  |

It must also be possible to scale system media file capacity as the Customer’s capacity requirements increase.

|  |  |
| --- | --- |
| **Service** | **Price per additional GB/TB** |
| Price per additional [X GB or TB] |  |

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**Appendix 4**

**Operation, maintenance and support**

# Scope of operation, maintenance and support arrangement

The operation, maintenance and support delivered by the Supplier comprise the following sub-elements:

* On-going operation of purchased system/systems
* Error correction
* Maintenance
* Hotline support for super users

Operation, maintenance and support are undertaken from the acceptance date.

## Operation

The Supplier is to undertake on-going operation of the system and the servers on which the software is located. [elaborated with system requirements, see the requirements specification]

## Error correction

### Reporting of errors

An error is any deviation in software relative to the agreed functionality.

The Customer (super users at the seven institutions) must report errors to the Supplier’s service desk by [email, telephone, online support] as soon as an error is found.

The report must as a minimum include the following information:

* Institution and name
* The user reporting the error will automatically be the contact
* Error description, incl.
* screen dumps if relevant
* […]

Support inquiries regarding errors and defects are received by the Supplier’s service desk:

Monday - Friday [xx.xx to yy.yy]

### Correcting of errors

The Supplier will initiate error diagnosis and correction of errors subject to the service levels specified in appendix 5.

If the error diagnosis performed by the Supplier shows that the error found is not due to a software error, the Supplier must immediately inform the contact at the individual institution who reported the error. If the Customer accepts that the Supplier continues the work, the Supplier is entitled to payment corresponding to the documented time spent multiplied by the hourly rates, see clause 10.3 of the Agreement and clause 1.4 of appendix 3.

## Maintenance

Maintenance work must be planned and performed so as to cause the least possible inconvenience to the Customer. Generally, such work may not be performed during critical periods, i.e. the individual institution’s admission periods, unless agreed directly with the institution/institutions concerned.

New versions and service packs for the software comprised by the Agreement and update of related documentation must be delivered without further payment, subject to the understanding that the Supplier is entitled to payment for any services provided in connection with installation of new versions. Payment is calculated subject to clause 10.3 of the Agreement and clause 1.4 of appendix 3.

The Supplier has access to the Customer’s production level and production data, which means that installation of new versions and service packs must comply with the specifications of appendix 1.

New version means a version that contains significantly altered functionality.

Service pack means a minor update of the software, including error corrections.

The Customer is not obligated to install new versions or service packs. However, the Customer may not be more than [number] versions or service packs behind while the Supplier performs its support and maintenance obligations.

The Supplier must provide the Customer with updated documentation, and such documentation must be changed if the maintenance of the software results in a change of the documentation. Updated documentation can be provided as online documentation.

## Other support inquiries

The Customer (super users at the seven institutions) must inquire about other support to the Supplier’s service desk by [email, telephone, online support].

Support inquiries are received by the Supplier’s service desk:

Monday - Friday [xx.xx to yy.yy]

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**Appendix 5:**

**Service level targets**

[*This appendix 5 describes the service level targets which the Supplier must fulfil. The tenderer must help fulfil the service level targets in clause 2]*

# Introduction

This appendix describes the service level targets of the delivery. The service level targets specified must be fulfilled from the acceptance date.

# Service level targets

# Operational efficiency

The service level target for operational efficiency is [95]%

Operational efficiency is measured for the system as a whole, and the operational efficiency percentage is calculated as follows:

Available operating time x 100%

Agreed operating time

‘Operating time’ means the agreed operating time less the time during which the system or part of the system cannot be used for non-defective operation due to defects or where the response time requirements are not observed.

In case non-defective operation cannot be maintained due to an operational obstacle for which the Customer is responsible, e.g. errors in the Customer’s existing IT environment, and external interruptions (electricity breakdowns, errors in public data networks, etc.) this will not be deducted from the available operating time.

Operational interruptions are calculated from the time when the Supplier received an adequate error report from the Customer or when the Supplier identified the error and until normal operations have resumed.

The ‘agreed operating time’ is defined as 8.00 am to 4.00 pm on all calendar days irrespective of the fact that the Customer is entitled to use the system all day.

Time spent on any preventive maintenance is not included in available or agreed operating time. If the Supplier spends more time on preventive maintenance than agreed, such excess time spent will, however, be deducted from the available operating time.

Operational efficiency is measured and calculated for one quarter at a time; the first measuring period starting on the acceptance date. The Customer is charged with keeping an account of the operating time.

In the event of defects during the measuring period, the time of day for the occurrence of the defect, error reporting to the Supplier, the Supplier’s initiation of remedial action and statement of completion as well as the nature and cause of the defect and the remedial action taken must be stated. In connection with preventive maintenance, the Supplier must specify the type of such maintenance. The Supplier must always forward a service report to the Customer immediately after having completed any remedial action.

# Response times in the system

Response times in the system depend on the complexity of the transaction in question, see below.

|  |  |
| --- | --- |
| Inquiry type | Response times in seconds in [95]% of the cases |
| Simple inquiry  E.g. [ … ] | [to be completed by the tenderer] |
| Inquiry of medium complexity  E.g. [ … ] | [to be completed by the tenderer] |
| Complex inquiry  E.g. [ … ] | [to be completed by the tenderer] |

The response time is the time interval from the user sends its command to the result is displayed to the same user and the user can send a new command. Command means the press of a key or click of the mouse. All measurements are performed under a normal operating situation.

Response times are measured by manual timing. Any transgressions are reported as errors, see clause 2.3.

# Corrective action

The Supplier will correct any reported defects in software within the time intervals set out below. The time intervals apply inside the service hours specified in appendix 4, section 1.2.1

|  |  |  |  |
| --- | --- | --- | --- |
| **Errors and defects category** | **Description** | **Deadline for initiation of correction** | **Deadline for completed correction** |
| A | An error/defect that is critical for performing the Customer's system tasks and where reasonable workaround is not possible. | [1 hour] | [2 hours] |
| B | An error/defect that is not critical for performing the Customer's system tasks and where reasonable workaround is not possible. | [4 hours] | [8 hours] |
| C | An error/defect with no or only insignificant relevance for performing the Customer's system tasks. | [8 hours] | [16 hours] |

If the Supplier offers temporary error correction by means of e.g. a workaround, the error/defect can be reclassified into the relevant category.

The time intervals specified are measured from the time when the Supplier receives the Customer’s notification of the error/defect, see appendix 4, or when the Supplier has identified the error/defect until the time when the Customer receives the Supplier’s notification that the error is being corrected or has been corrected.

Errors and defects are categorised by the Customer in connection with reporting. The Supplier may enter into a dialogue with the Customer in terms of reclassification. If the parties disagree, the Customer’s categorisation will apply. If it is subsequently found that the error/defect should have been categorised as requested by the Supplier, the Supplier may charge the Customer for any documented additional costs.

# Quarterly report

The Supplier must regularly collect events that are relevant to the Customer and report them to the Customer in a quarterly report.

Each quarter, and not later than 10 Working Days after the end of the quarter, the Supplier must handover the quarterly report to the Customer or make it accessible via a link to the Supplier’s website.

# Failure to fulfil service level targets

# Penalty

Subject to clauses 3.1.1 to 3.1.2, the Customer is entitled to a penalty if the Supplier fails to fulfil the service level targets.

The total penalty per month is maximised according to the total monthly payment for operation, maintenance and support. For the two service level targets: operational efficiency and error correction, the relevant penalty has also been maximised for any failure to fulfil the individual service level target, see clauses 3.1.1 and 3.1.2 below.

# Operating efficiency

If the calculation of operational efficiency for a period fails to meet the agreed level, the Customer is entitled to a penalty.

For each percentage point of agreed operational efficiency which the calculated operational efficiency fails to meet, a penalty of 10% of the total payment can be charged for operation, maintenance and support for the period in question.

# Corrective action

If the time interval requirements for error correction are transgressed repeatedly within a quarter, the Customer is entitled to a penalty. Note that a deadline is set for both initiated corrective action and for completed corrective action. The deadline for completed corrective action is used to calculate the penalty.

For each hour the agreed response time is exceeded, a penalty of 10% of the total payment can be charged for operation, maintenance and support for the period in question.

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**Appendix 6**

**Licence conditions**

[The Supplier’s licence conditions must be attached to this appendix]