



Danish Defence Acquisition and  
Logistics Organization

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# Framework Agreement

No. 460000[...X...]

Regarding supply of

Dog Mounted Sensor, Communication and Light Systems (DMSCLS)

**between**

the Danish Defence Acquisition and Logistics Organization (DALO)

Lautrupbjerg 1-5

DK-2750 Ballerup

Denmark

CVR (VAT no.) 16 28 71 80

(in the following referred to as "DALO")

**and**

[Company name]

[Legal identification code]

[Address]

[Postal code and city]

[Country]

(in the following referred to as "the Supplier")



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### Appendices

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The Parties have this date entered into the following Agreement.

The Agreement including Appendices contains the legal provisions to regulate the relations between the contracting parties during the term of the Agreement.

### **1. DEFINITIONS**

"*Agreement*" shall mean this framework agreement with its Appendices and any subsequent amendments.

"*Buyer*" shall mean DALO or any other division of the Danish Ministry of Defence using the Agreement, cf. clause 2.

"*Certificate of Conformity*" means a document issued by the Supplier to the Buyer stating that the Deliverables are in conformity with the requirements of the Agreement.

"*Commencement*" shall mean the date of the latest signature of the Agreement.

"*Conditions*" means the Terms and Conditions for trade with the Buyer.(Appendix A)

"*Day*" shall mean a calendar day.

"*Defect*" means the non-performance of the Deliverables, i.e. when the Deliverables do not conform to the provisions of the Agreement, applicable industry standards and/or good workmanship, or do not fulfill the Buyer's needs, where the Supplier is aware of these.

"*Defects Liability Period*" means a period of 12 (twelve) months from Delivery.

"*Delay*" means the non-performance of the Supplier with regard to Delivery in accordance with the Delivery Time, or when a substantial part of the Deliverables are not delivered in the agreed quality, and this is not due to force majeure or to circumstances for which the Buyer is responsible.



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"*Deliverables*" shall mean all products and services that the Supplier shall deliver according to the Purchase Order, the requirement specification, the terms and conditions (Appendix A) and this framework agreement, including ancillary products and services, e.g. documentation etc.

"*Delivery*" means the physical handing over of the Deliverables from the Supplier to the Buyer and for services the completion of the service. If a Purchase Order consists of two or more Partial Deliveries then Delivery shall mean the Day on which all Partial Deliveries have been completed.

"*Delivery Time*" means the time for Delivery stated in the Purchase Order.

"*Order Confirmation*" shall mean the Supplier's written confirmation that the Deliverables stated in the Buyer's Purchase Order shall be delivered.

"*Partial Delivery*" means a delivery of only a part of the Deliverables.

"*Price*" means the total price for the Deliverables (including all related costs) in accordance with the Agreement and as specified in the Purchase Order.

"*Party*" shall mean the Buyer or the Supplier, jointly the "Parties".

"*Purchase Order*" shall mean the Buyer's written order for the Deliverables with the Supplier.

"*Quotation*" shall mean the Supplier's written offer for a service to be settled on the basis of time spent specifying any needs and estimating time for performing the service as requested by the Buyer in the Request for quotation.

"*Request for quotation*" shall mean the Buyer's written or oral request for a service to be settled on the basis of time spent to the Supplier.

"*Supplier*" shall mean the supplier of the Deliverables.



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"*Warranty*" means a guarantee from the Supplier, whereby the Supplier warrants that the Deliverables conform to the provisions of the Agreement and all applicable standards, regulations and good workmanship. The meaning of the word "Warranty" shall be fully interchangeable with the word "guarantee".

"*Work and Services Report*" shall mean a written report from the Supplier describing the services that has been performed, number of hours and, if applicable, the spare parts delivered.

### **2. PURPOSE OF AND PARTIES TO THE AGREEMENT**

The Agreement concerns the delivery of Dog Mounted Sensor, Communication and Light Systems (DMSCLS) and includes furthermore spare parts, education and service and support.

The Agreement covers the Deliverables described in Appendix B and B.1 and any subsequent amendments thereof.

The Buyer intends to use the DMSCLS to provide a picture/video feed from a dog mounted sensor to an operator situated away from the dog. The system will furthermore be used to enable the operator to provide discrete voice commands to the dog. The DMSCLS will be used for both domestic and international operations where K9 dogs are required. The system will be used for operations both day and night in a wide variety of weather and climatic conditions.

The Agreement is entered into by DALO. However, all divisions of the Danish Ministry of Defence, including all divisions of the Danish Defence which are subject to the commands of the Chief of Defence shall be entitled to use the Agreement for the purchase of products included in the Deliverables on the terms and conditions of the Agreement.

Any such division using the Agreement by issuing a Purchase Order shall then be the Buyer within the meaning of the Agreement with respect to the specific Purchase Order. When DALO undertakes the purchasing itself by issuing a Purchase Order, the Buyer shall be DALO.



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Where "DALO" is stated in the Agreement, this shall mean that only DALO shall be entitled to enforce the relevant provision of the Agreement, even though the Agreement is used by other divisions of the Ministry of Defence.

### **3. THE SUBJECT MATTER AND PURCHASING SCOPE**

#### **3.1 Requirements of the Deliverables**

The Supplier shall ensure that, during the term of the Agreement, the Deliverables conform in all respects to the requirements and descriptions set out in Appendix B.

Delivery of the Deliverables shall take place after receiving a Purchase Order from the Buyer in accordance with the procedure set out in clause 5.

#### **3.2 Purchasing Scope**

The Buyer intends to use the Agreement for current purchases of Deliverables, but the Buyer shall not be obliged to buy any minimum quantity of Deliverables.

It is DALO's intention to make the Supplier the main supplier of the Deliverables until expiry of the Agreement.

The Buyer shall however be entitled to purchase similar Deliverables from other suppliers.

The Buyer is entitled to purchase spare parts and accessories from the Supplier's at any time valid spare parts catalogue.

### **4. NATO CODIFICATION**

The Supplier shall comply with the provisions of Appendix D.1 and D.2 with respect to NATO codification of the items included in the Deliverables. The Deliverables shall not be delivered until codification has taken place.



## **5. ORDERING PROCEDURE AND TERMS OF DELIVERY**

Delivery of the Deliverables shall take place in accordance with this Agreement including the terms and conditions provided in Appendix A (DALO Terms and Conditions for Trade – with liquidated damages).

The Buyer may place an order for Deliverables by submitting a Purchase Order. The Purchase Order shall be sent to the Supplier by:

E-mail : [To be inserted before commencement]

### **5.1 Products and Education**

The Supplier shall confirm the Purchase Order by sending an Order Confirmation within 8 (eight) Days from the receipt of the Purchase Order, cf. Appendix A, clause 3.

The Delivery of products and education shall take place at the time stated in the Purchase Order.

Delivery of the first ordered training course shall take place at the same time as the initial delivery of the products.

### **5.2 Services**

The Buyer can order services related to repair and/or maintenance as specified in Appendix B, section 2.4. If the Buyer wishes to order the services the following applies:

The Buyer will submit a Request for Quotation stating the nature, number and, if necessary, the scope of the services to be supplied by the Supplier.

The Supplier shall within 8 (eight) Days after the Buyer's submission of a Request for Quotation, send a Quotation to the Buyer, which shall include the following information:

- Any needs and estimated time (number of hours) necessary for the performance of the services described
- The hourly price, in accordance with the prices stated in Appendix B.1



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- The date and time, where the Supplier will commence the performance of the services and the time of Delivery. The service shall be performed within reasonable time.
- The spare parts to be used

After receipt of the Quotation from the Supplier, the Buyer shall notify the Supplier within 8 (eight) Days whether the Buyer wishes to order the Services by sending a Purchase Order.

As stated in the terms and conditions (Appendix A) clause 3 the Supplier shall no later than 8 (eight) Days after receipt of the Buyer's Purchase Order send an Order Confirmation to the Buyer for the services ordered.

The services shall then be performed as ordered.

Following the performance of the services, the Supplier shall submit a Work and Services report to the Buyer, unless the Buyer has waived this right in the Purchase Order. The report shall be submitted by e-mail to the issuer of the Purchase Order unless agreed otherwise with the Buyer.

The receipt of the Work and Services Report by the Buyer, and any signing of the report, does not constitute approval of the services performed delivered and does not in any way bar the Buyer from exercising its rights and remedies according to the Agreement.

### **5.3 Cancellation of Delivery Items**

The Buyer shall be entitled to cancel wholly or partly Deliverables prior to Delivery upon notice to the Supplier. The Supplier shall be entitled to compensation for the Supplier's documented costs related to the cancellation.

## **6. PRICES AND TERMS OF PAYMENT**

The Supplier shall be entitled to the prices set out in Appendix B.1 for the Deliverables.





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Where the Supplier has a guideline price list or any other published price list, the prices set out in Appendix B.1 and in the spare parts catalogue shall not exceed the prices published by the Supplier in other NATO member states.

The prices set out in Appendix B.1 inclusive of any price adjustment pursuant to the Agreement shall in no event exceed the Supplier's published list prices, and the Supplier shall in such event promptly reimburse the Buyer of any excess amount charged.

### **6.1 Terms of price adjustments**

The prices set out in Appendix B.1 and in the spare parts catalogue submitted to the Buyer shall be fixed for the first 12 months after the Agreement has become effective.

After the expiry of the period mentioned above, price adjustment may take place every twelve months. Price adjustments can only concern future prices.

The price adjustment may take place at the Supplier's or DALO's initiative. DALO or the Supplier shall receive the new price data no later than 30 days prior to the time when the adjusted price is applicable. The new price data will be applicable unless DALO or the Supplier objects within the 30 days period.

The price adjustment covers all Deliverables under the Agreement, including items added during the term of the Agreement.

In the event of errors in the adjusted prices, the prices shall be rectified.

If the prices have been too high, the Supplier shall reimburse any excess payments made by DALO.

If the prices have been too low, the Supplier is entitled to excess payments, if the error should have been known by DALO.

Price adjustment shall always take place in accordance with the agreed index. Therefore, if the index is agreed as the index number of 1'st quarter, this is the index quarter which



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shall be used to make the adjustment every year– this will also be the case if price adjustment takes place at a later date.

If the request for adjustment originates from the Supplier, the request shall be forwarded electronically to FMI-KTP-ID-AFTALE@mil.dk . The request shall include the Agreement No. (46xxxxxxx), the indices used, the calculation and the resulting percentage change.

If the request originates from DALO, the request shall be forwarded electronically to [Insert point of contact before commencement]. The request shall include the Agreement No. (46xxxxxxx), the indices used, the calculation and the resulting percentage change.

### 6.2 Index and price adjustment formula

Price adjustment for Deliverables shall take place in accordance with OECD.

Name/source: Economic activities - Total producer prices – Manufacturing, 2010=100

Country: "The Supplier's country". [If the Supplier's country does not appear on the list, the "European Union (28 Countries)" will apply]

Index Frequency: Quarterly

The price adjustment shall take place according to a percentage change reflected in the relevant index according to the formula stated below.

The price adjustment will be based on the average of the latest published 12 month (ei 4 quarters), at the conclusion of the agreement for index  $I_0$ , and the average of the latest published 12 month (ei. 4 quarters) at the adjustment time for index  $I_1$ .

The prices shall be based on the latest published index at the time of conclusion of the Agreement. The latest published index is [insert: Quarter X 2017]

The price adjustment shall take place on the basis of the following formula:



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$$P_1 = P_0 \times \left( \frac{I_1}{I_0} \right)$$

$P_1$  = The adjusted price

$P_0$  = The price to be adjusted

$I_1$  = Index value at the agreed adjustment time

$I_0$  = *Index value at the time of conclusion of the agreement and thereafter the index value of the latest price adjustment*

### 7. NOTICES

Unless otherwise stated in the Agreement, any notice between the Supplier and DALO shall be in writing and be sent by e-mail to:

The Supplier:

[To be inserted before commencement]

DALO:

[FMI-LA-SIS05@mil.dk](mailto:FMI-LA-SIS05@mil.dk) (Lars Peter Bjerregaard)

The Supplier and DALO shall give notice, if relevant, of new contact persons or contact information.

### 8. AMENDMENTS TO THE AGREEMENT

The Agreement shall not be amended in any other way than by amendments which shall be in writing and signed by both the Supplier and DALO in order to be legally valid. Such amendments shall be numbered consecutively and shall be issued in 2 original copies, one of which shall rest with the Supplier and one with DALO.

### 9. DURATION AND EXPIRY OF THE AGREEMENT

The Agreement shall become effective at Commencement. The Agreement shall expire without notice 4 (four) years after Commencement, unless DALO chooses to exercise the option for renewal of the Agreement.



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DALO shall be entitled to renew the Agreement on the same terms for 3 (three) years. Renewal shall not take place more than 1 (one) time. DALO shall give notice to the Supplier of renewal no later than 30 Days prior to the expiry of the Agreement.

Any Purchase Order outstanding at the time of expiry or termination of the Agreement shall be delivered, unless otherwise agreed.

### **10. AUTHORISING SIGNATURES**

The Agreement is drafted in two original copies, both of which shall be signed by the Supplier and DALO.

By their signatures to the Agreement, the signatories warrant that they have the authority to commit the Party to the Agreement on whose behalf the Agreement is signed.

DALO and the Supplier agree by their signature to the Agreement that Appendix A clause 11.3 constitutes a separate agreement between DALO and the Supplier, which shall be valid whether or not the Agreement should be found ineffective.

For and on behalf of DALO:

For and on behalf of the Supplier:

Date:

Date:

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Signature

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Signature

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Name in block capitals

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Name in block capitals