

Sections highlighted in yellow must
be completed in the final contract.

Contract [XXXXXXXX]

Between

Central Denmark Region

and

[...]

Concerning the supply, delivery, installation and commissioning of [...]

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Appendix 1b	Lot 2 Hotcells Specifications of requirements
Appendix 1c	Lot 3 Switching System Specifications of requirements
Appendix 1d	Lot 4 Dispenser Specifications of requirements
Appendix 1e	Lot 5 Shielded Laminar Air Flow workbench (LAF) for Tc-99m Generators Specifications of requirements

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- Appendix 2** Supplier's Tender Response
- Appendix 3** Quotation Sheet:
3.a Lot 1 Cyclotron
3.b Lot 2 Hotcells
3.c Lot 3 Switching System
3.d Lot 4 Dispenser
3.e Lot 5 Shielded Laminar Air Flow workbench (LAF) for Tc-99m Generators
- Appendix 4** Plan for Delivery, delivery addresses, drawings, sitemaps etc.
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- Appendix 7** Declaration on direct, unlimited, joint and several liability where the tender is submitted by a consortium/several joint tenderers.
- Appendix 8** A declaration stating that the partner/subcontractor makes its economic or technical skills available to the Supplier in connection with the project
- Appendix 9** Service Agreement

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1. The Parties

The following parties

Central Denmark Region
(the "Customer")

and

[...]

(the "Supplier")

have entered into this contract (the "Contract") concerning [...]. The scope of the contract is the supply, delivery, installation, commissioning and potentially service and maintenance of the major parts involved in The Departments production of radioactive pharmaceuticals.

(The Supplier assigned the following subcontractors for the Contract:

[...])

2. Background and purpose

2.1 Purpose

The Central Denmark Region is currently reshaping and modernizing the structure of the regions hospitals. As part of this modernizing, Aarhus University Hospital, which is currently located at 5 different sites throughout Aarhus, will be relocated in new facilities at DNU, The New University Hospital in Aarhus.

The Department of Nuclear Medicine & PET-Center at Aarhus University Hospital is relocating to new facilities at DNU in the period 2018-2020 and is seeking partnerships with suppliers of equipment necessary for The Departments production of radiopharmaceuticals at the Departments new facilities at DNU.

2.2 Background

The Contract is concluded on the basis of a procurement based on an open procedure in accordance with the Danish procurement law "Udbudsloven" implementing Directive 2014/24/EU on public procurement.

The procurement is divided in to the following 5 lots with a separate contract for each lot:

Lot 1: Cyclotron

Lot 2: Hotcells

Lot 3: Switching system

Lot 4: Dispenser (with associated consumables)

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Lot 5: Shielded Laminar Air Flow workbench (LAF) for Tc-99m Generators

The Supplier has submitted the most economically advantageous tender and have therefore been awarded the contract. The Contract has been entered into on the basis of the Customer's Request for tender and the Supplier's tender response (Appendix 2).

3. Definitions

- 3.1 "Acceptance Test" (as set out in Clause 15.2) means the process whereby the Supplier demonstrates to the Customer, that the Equipment meet the requirements and specifications (Appendix 1a-1e) by successful completion of the Acceptance Tests and the Customer's final approval of the Equipment.
- 3.2 "Calendar Days" means every day of the year, Monday to Sunday including public holidays, Christmas Eve, New Year's Eve and Grundlovsdag (June 5th)
- 3.3 "Contract" means the contract between the Customer and the Supplier including therein all appendices and documents to which reference is made in order to ascertain the rights and obligations under the Contract.
- 3.4 "Contract Price" means the price defined in Clause 10.1.
- 3.5 "Contract Works" means any supplies and services to be furnished and/or rendered by the Supplier and his Sub-contractors, if any.
- 3.6 "Delivery Options" means the Supplier's offers on any acquisitions defined by the Customer.
- 3.7 "Delivery due date" means the deadline for delivery of the Equipment at the Customer's installation site as set out in Appendix 4.
- 3.8 "Equipment" means the equipment specified in Appendix [1a-1e.]
- 3.9 "Site" means the location of the facility and all surroundings area where the Contract Works are to be executed.
- 3.10 "Warranty Period" means the 1-year period upon the approval of Acceptance Test of the Equipment as set out in Clause 16.1.
- 3.11 "Working Days" means Monday to Friday excluding public holidays, Christmas Eve, New Year's Eve and Grundlovsdag (June 5th). When the last working day of any period defined under the Contract falls on a day which is not a Working Day, the assignment may be performed on the first Working Day following the aforementioned day.

4. Contract Effective Date

- 4.1 Effective date

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The Contract becomes effective on the date of signature by both parties.

5. Contract Terms

- 5.1 The Contract and the appendices [1-xx] include the terms applicable to the legal relationship between the Customer and the Supplier. These documents summarize the terms agreed upon by and between the Parties.
- 5.2 When stated in the Contract that a party must give notice, approval, request or similar to the other Party or otherwise react towards the other Party, such notifications, approvals and requests / responses must be given in writing and should be provided within a time frame which under the specific circumstances is reasonable and customary, unless otherwise provided by contract.
- 5.3 The Customer's reference number is: 1-23-4-70-1-16
- 5.4 If a provision of the Contract is set aside and declared null and void, the Contract must otherwise be maintained and the provision which has been declared null and void must be replaced by a valid provision the contents of which are as close as possible to the provision which was null and void.
- 5.5 For any change to this Contract to be valid it must be signed by both Parties in a written addendum to the Contract. The addendum must specify to which clauses of the Contract changes have been made.

6. Contract Documents

6.1 Contract and Appendices

The appendices [1-xx] as listed on page 4 apply to the Contract.

In the event of any discrepancies between the Contract and the above listed appendices the Contract takes precedence, unless the appendices expressly state that the Parties wish to deviate from the Contract.

The appendices may however complement, elaborate or supplement the Contract.

In the event of any discrepancies between the above listed appendices, the general principles of interpretation of Danish law apply.

In the event that Appendix 5 (Q&A, corrigendum etc.) contains changes or deviations from the original wording of the Contract, these changes or deviations take precedence over the original wording.

6.2 Regulations and Standards

All equipment and services delivered under the Contract must at all times meet and comply with all applicable Laws including but not limited to Directive 2014/35/EU of

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the European parliament and of the council of 26 February 2014 on the harmonisation of the laws of the Member States relating to the making available on the market of electrical equipment designed for use within certain voltage limits and Directive 2006/42/EC of the European parliament and of the council of 17 May 2006 on machinery, and amending Directive 95/16/EC

All services delivered under the contract must be delivered in compliance with the utmost care and diligence in accordance with the guidelines of the Contract and in line with applicable laws and regulations and standards and regulatory practices etc. concerning marketing, labeling, sale and use in force at the time of Approved Acceptance Test.

In the event that installation, testing and use of the Equipment delivered under the Contract is subject to specific regulatory requirements, labeling and/or directives, or covered by standards, recommendations from health and environmental professional organizations or similar bodies, the Supplier must state this in the tender.

In the event that these requirements, directives, standards or recommendations change in the period from the Supplier submitting the tender and the date of Approved Acceptance Test, and it is a change that the Supplier was not able to foresee at the time of submitting the tender, the Supplier's direct additional costs resulting from such changes will be compensated by the Customer.

7. General obligations

7.1 Cooperation

The Customer and the Supplier shall cooperate in a positive, professional and responsible manner and use reasonable efforts to reach the best possible result. In this connection, the Parties shall demonstrate the degree of flexibility that must be deemed reasonable and usual when conducting similar contracts.

The Parties shall inform each other on an on-going basis of any matters deemed to be of significance to the completion of an expedient contract process.

The Supplier undertakes to cooperate loyally and proactively with the Customer's other suppliers, to the extent that the services to be rendered by the Supplier have an impact on or will be influenced by products or services delivered by other suppliers.

When requested by the Customer, the Supplier is obliged to make information, documentation and interface descriptions available to the Customer's other contracting parties, including the Customer.

7.2 Building interface

The Customer is contracting separately with architects, construction managers, engineers, and contractors for the construction of the building housing the facility. The Supplier undertakes to cooperate loyally and proactively with the Customer's other

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contractors especially the building contractor, but also any other contractor that operates in relation to the construction of the Facility, at the Site or the hospital, to the extent that the services to be rendered by the Supplier have an impact on or will be influenced by products or services delivered by other contractors especially the building contractor, but also any contractor that operates at the Site or in relation to the construction of the Facility and/or the hospital.

Where requested by the Customer, the Supplier is obliged to make information, documentation and interface descriptions available to the Customer's other contracting parties, including the Customer, for the purpose of establishing integration and interface with the Supplier's Contract Work and any third-party services to the Customer.

7.3 Information and Knowhow

Until 10 years after approved acceptance test (see Clause 15.2), the Supplier shall ensure that all information and know-how necessary for the ongoing servicing and maintenance of the equipment is available for the Customer to the same extent as such information is available to the Supplier's own service organization.

7.4 Updates and Upgrades

Until 10 years after approved Acceptance Test (see Clause 15.2) the Supplier shall implement at no cost to the Customer any modifications, updates and upgrades, which are being done commercially available by the Supplier or which are required by the Supplier or the authorities, with the aim to correct errors or prevent security issues in terms of the equipment or software delivered under the Contract.

Until 10 years after approved Acceptance Test (see Clause 15) the Supplier shall implement at no cost to the Customer any modifications, updates and upgrades in consequence of standards or requirements from the manufacturer, and which are necessary for the Customer's continued maintenance of the equipment's functionality and/or life-time warranty of the equipment (including fulfillment of the Customer's requirements see Appendix 2).

This also applies to modifications, updates and upgrades caused by changes in regulatory requirements or legislation. Such modifications, updates and upgrades caused by changes in regulatory requirements or legislation will be subject to the Customer's payment of Supplier's documented expenses. The Supplier's obligation to implement modifications etc. does not imply that the Supplier is required to expand functions beyond the scope of the Contract and the original tender.

7.5 The Supplier's duty to notify of matters important to the Contract

The Supplier shall notify the Customer as soon as possible of any and all matters of importance to the Customer in relation to the Contract, including any relevant changes in the Supplier's ownership structure, organisation and any contact persons.

7.6 Supplier's personnel and Sub-Contractors

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The Supplier shall continuously maintain sufficient and qualified skilled personnel, which can be designated to perform work for the Customer at short notice. The personnel will be in possession of relevant education, experience and knowledge concerning the Equipment. Furthermore, the personnel will have sufficient knowledge of the Contract Work to be able to satisfactorily perform their assignments.

The Supplier is entitled to collaborate with sub-contractors as stated in the Supplier's tender, see Appendix 1.

The Supplier is liable for the fulfilment of any and all obligations following from this Contract on its own and any Sub-Contractors' behalf.

Without the Customer's written approval the Supplier is entitled to collaborate with Sub-Contractors for the performance of the Contract to the extent that it is usual and only insofar as the Sub-Contractor's services do not constitute a significant part of the Supplier's services under this Contract.

At the Customer's request the Supplier must immediately provide the name and contact details and legal representative of the Sub-Contractors used in the performance of the Contract. This also applies for contractors further down the chain of suppliers.

7.7 Non-discrimination

The Supplier undertakes to comply with legislation and international conventions and declarations aimed at prohibiting discrimination on grounds of race, color, religion or belief, political opinion, sexual orientation, gender, age, disability or national, social or ethnic origin or which aim to ensure ethnic equality or the environment and anti-corruption.

At the Customer's request the Supplier shall provide evidence or otherwise explain that the products and services from the Supplier under this Contract meet the above mentioned requirements. Documentation or statement must be made within 5 Working Days after the Customer's request has been presented to the Supplier.

7.8 Third party involvement

The Customer may at any time whatsoever and at its own expense involve a third party to support the Customer in connection with the Contract, the cooperation or its termination. At the Customer's discretion such third party will have access to the same meetings, information and documents as those to which the Customer has access provided that such third party agrees in writing to be bound by the same Confidentiality provisions as set forth in this Contract. The third party may not belong to a competing company of the Supplier.

7.9 Other conditions

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The supplier shall comply with all applicable national laws and regulations, and shall respect and act consistently with all relevant international laws and standards related to human rights, employment rights, environmental laws, anti-corruption including (but not limited to):

- UN's declaration on Human Rights
- ILO's declaration on fundamental principles and rights at work
- Rio's declaration on environment and development
- UN's convention against anti-corruption

This means among others that the Supplier and its Sub-Contractors may not use labour that is contrary to the conventions. The Customer reserves its right to request documentation that the above requirements are complied with.

8. Scope of Contract

8.1 Scope

Equipment

The Contract includes the supply, delivery, installation and commissioning and potentially service and maintenance of the equipment specified in Appendix [1a-1e.] The Contract also includes associated consumables if specified in Appendix [1a-1e.] and [3a-3e.].

Lot 1: Cyclotron

Lot 2: Hotcells

Lot 3: Switching system

Lot 4: Dispenser

Lot 5: Shielded Laminar Air Flow workbench (LAF) for Tc-99m Generators

8.2 Delivery Options

The Contract comprises options as specified in Appendix [1a-1e] and the Supplier's tender (Appendix 2).

If the Customer wishes to use an option under the Contract, the Supplier shall be notified in writing within the 1-year Warranty Period.

8.3 Associated Consumables

As part of the scope the Supplier is obligated to deliver associated consumables as listed in Appendix [3a-3e]. The Supplier's obligation to deliver associated consumables applies until 10 years after approved Acceptance Test (see Clause 15).

For any issues regarding the delivery of associated consumables that are not covered by the Contract, the Danish Sale of Goods Act will apply.

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8.4 Supplier's fulfilment of minimum requirements and evaluation criteria

The Supplier guarantees that the Equipment and Services delivered under the Contract in the life time of the Equipment at any time meets the minimum requirements as well as the evaluation criteria as specified in the Supplier's tender and Appendix [1a-1e.].

If, following the signing of the Contract or at any time during the performance of the Contract Work, the Customer reasonably documents that the Contract Work provided does not comply with the descriptions of the Supplier's Tender, the Supplier is obliged at no cost to the Customer to upgrade, supplement, change the Contract Work and/or take such actions and deliver such additional services to ensure such compliance.

8.5 Quality assurance

The Equipment and Services and all contract work shall be of the quality assured, tested and documented in accordance with this Contract, all applicable Laws and any standards as set out in the Contract.

Quality assurance and testing shall be completed and documented to the extent and in the form that the Equipment and all installations etc. are duly documented to ensure that all test procedures, calculations and measurements are duly and clearly reproducible for the Customer.

Any equipment necessary for conducting the quality assurance shall subsequently be put at the Customer's disposal.

8.6 Changing the services under the contract - new equipment, etc.

Without the Customer's written approval, the Supplier is not entitled to make changes to equipment and services delivered under the Contract. However this does not apply to changes due to legislative changes which the Supplier is obliged to follow. The Supplier shall inform the Customer of any such changes due to changing of regulatory requirements.

In the event that improved functionalities to the delivered software become commercially available in the period between Approved Acceptance Test and the end of the 1-year Warranty Period (see Clause 16), the Supplier shall upgrade the delivered software at no cost to the Customer.

9. Documentation

9.1 Preparation of documentation etc.

The supplier shall prepare, deliver, revise and update all documentation including reports, programs, planning and manuals as specified in the Contract. The Supplier must also implement experiments and tests etc. specified in the Contract.

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9.2 General requirements

The documentation shall include (but is not limited to):

User manual

To be drafted and prepared with the purpose to:

- Ensure correct and optimal and safe use and operation of the Equipment
- Safeguard failures or defective operation that may harm or damage the Equipment.
- Ensure the safety of users, patients and third parties.
- Ensure flawless functionality of the Equipment in accordance with the intended use.

Operation and Maintenance manual

To be drafted and prepared with the purpose to ensure correct daily cleaning, maintenance and service so that the Equipment through these procedures retains its full functionality and can be operated correctly and safely for both users and patients.

Service manual

The Service manuals shall include all control test procedures and service instructions as well as adjustment and maintenance instructions that are needed to undertake the full service of the Equipment

Further the service manuals shall correspond to the information that the manufacturer makes available to the Supplier's own service technicians.

Technical manuals and software manuals

The technical manuals shall include a specification of the Equipment and a description of how its various components interact, including functional diagrams, drawings etc.

Further the Technical manuals and software manuals shall correspond to the information that the manufacturer makes available to the Supplier's own service technicians.

9.3 Language

All Documentation shall be in either the Danish or English language.

9.4 Updated documentation

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The Supplier shall keep all manuals and other documentation updated throughout the life time of the Equipment(maximum 10 years after approved Acceptance Test (see Clause 15))

The Supplier shall send all service announcements and updates etc. regarding the documentation relevant to the Contract immediately upon release.

10. Prices

10.1 Contract price

Total price of the Equipment and Services under the Contract is as stated in Appendix [3.a-3.e], Quotation Sheet.

The total price for the Contract Work Lot [...] is DKK [...] excl. VAT.

All prices for deliveries, works, and services under the Contract are exclusive VAT, but shall include any other taxes, duties, charges, tariffs and fees.

It is the obligation of the Customer at its own expence to obtain all necessary permits or licenses relating to the Equipment.

The Supplier shall not request extra cost due to any increase in tax rates or any new taxes or duties, any increase in teh prices, transport fees or worker wages.

Associated Consumables

The prices of the associated consumables are as stated in Appendix [3a-3e].

10.2 Options

The prices for options are listed in Appendix [3a-3e.]

10.3 Indexation

All prices are fixed.

Prices may, however be adjusted once a year according to the development of Statistics Denmark net price index in the past year. First regulation can take place per. April 1 [...] according to the development of Statistics Denmark net price indices for the period [...] to 31 December [...].

If the above mentioned index is no longer available, the Customer may replace it with another index that the Customer finds has the most resemblance to the original index.

11. Payments

11.1 The Contract Price

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Payment of the Contract price as specified in Appendix [3a-3e.], Quotation Sheet and as set forth in Clause 10.1. must be made according to the Payment Plan, determining the dates on which payments must be made. The Payment Plan is as follows:

40% of the Contract Price at the time of signing of Contract against performance guarantee.

50% of the Contract Price at the time of Approved Acceptance Test pursuant to Clause 15.2.

10% of the Contract Price at the end of the 1-year Warranty Period.

11.2 Payment terms

Payment must be made by the Customer no later than one month after the Customer received a proper and valid invoice for payment from the Supplier.

11.3 Options

Invoice for options, as defined in Clause 10.2, may be sent upon delivery.

11.4 E-invoice

The invoice must be sent to the Customer by electronic means to the following EAN number [...].

The e-invoicing must take place in accordance with the Act on Public Payments (*lov om offentlige betalinger*) (Act no. 1203 of 27 December 2003 with any later amendments). If the Supplier does not have access to send the invoice by electronic means the invoice must be sent by email to the contact appointed by the Customer.

The invoice must state date, description of the delivery, quantity, price and the Customer's file number, installation address and the Customer's Contact.

The Supplier shall pay all costs incidental to e-invoicing and consequently cannot charge any fees for e-invoicing.

11.5 The Customer's right to retain payment

Payment requires that the Contract Work, to which the payment relates, has been provided properly.

12. Project Schedule and Delay

12.1 Delivery

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The Equipment shall be ready for use and operation according to the deadlines set out in Appendix 4.

Delay in relation to the Delivery due Date will be sanctioned as set out in Clause 12.5.

12.2 Project Schedule

The Project Schedule must be prepared and agreed between the Supplier and the Customer before signing of the Contract. Based upon the Project Schedule, the Parties will agree on a milestone plan which must include critical milestones (including completion dates as well as any interim dates) which will trigger payment of Liquidated Damages in the event of delay). The Project Schedule will include at least the following milestones:

- Delivery
- Set-up and Installation
- Training and Education
- Acceptance Test Procedures
- Approved Acceptance Test

The Parties agree to coordinate and manage the project in accordance with the Project Schedule agreed upon.

12.3 Postponement of Delivery due Date

The Customer is at any time entitled to postpone and/or suspend the dates stated in the Project Schedule. In the event of such postponement/suspension, the Supplier may recover its direct and reasonable documented costs due to such postponement. However, in the event any postponement of milestones or dates included in the Project Schedule are notified to the Supplier with at least 3 months' prior written notice, the Supplier shall not incur any liability and/or any costs towards the Customer.

12.4 Deadline Extension

The supplier is only entitled to an extension of the deadline for Delivery due Date in case of force majeure as set out in Clause 22.

12.5 Delay and Liquidated Damages

Either Party shall immediately and without undue delay inform the other Party of all matters which may change or delay the progress of the work in accordance with the Project Schedule.

In the event of a delay of the Supplier to meet the following critical milestones as further specified in the Project Schedule:

- Delivery
- Approved Acceptance Test

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The Supplier shall pay Liquidated Damages of 2 ‰ of the Contract Price (see Clause 10) per Calendar Day of the delay exceeding 30 Calendar Days.

The maximum amount of Liquidated Damages to be paid by the Contractor due to delay of these critical milestones shall not exceed 20% of the Contract Price. Once the maximum amount of Liquidated Damages is met the Customer is entitled to terminate the Contract due to a material breach by the Supplier

13. Delivery, setup and installation

13.1 Delivery Terms

All components of the Equipment shall be delivered in accordance with Incoterms 2010 DDP (Delivered Duty Paid) to the installation site specified in Appendix 4.

The "rigging" of the Equipment (the moving of the Equipment into the Customer's installation site) is the responsibility of the Customer. The Customer shall take the necessary measures and bear the cost of the rigging, unless the Supplier requests otherwise.

13.2 Site Preparation

In connection with the tender preparation the Supplier has had the opportunity to inspect the installation site, and has received the Customer's drawings of the installation site, technical specifications etc. Furthermore the Supplier is entitled to inspect the installation site again prior to the delivery. Therefore the Supplier is not entitled to any additional payment or extension of deadline or other with reference to lack of knowledge of the physical environment and conditions, including accessibility and installations.

The supplier shall inspect the installation site no later than 5 Working Days prior to delivery and make sure that it is in accordance with the agreed conditions for the delivery and installation of the Equipment.

13.3 Site Requirements

No later than one month after contract signing The Supplier shall provide the Customer with data and descriptions supporting the adequate preparation of the building rooms for the accommodation of the Equipment delivered under the Contract.

To the extent that the Contract includes large and/or heavy equipment such as i.e. cyclotron and hot cells, the Supplier shall provide the Customer with necessary data on the access-paths to be foreseen for handling of the Equipment from the storage place to the location assigned by the Customer. The Customer shall prepare these access paths in accordance with the Supplier's indication.

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The Supplier shall provide the Customer with advice and consultation with respect to the Site plans and facility constructions if needed.

The Customer shall notify the Supplier of the completion of the Site Requirements and the Supplier shall then organize a pre-requisite visit of the works by a specialist.

13.4 Setup and installation

After notification by the Customer of completion of the Site Requirements, the Supplier will start the installation of the Equipment.

The Supplier shall ensure that the setup and installation of the Equipment is performed by relevant skilled and professional personnel and in accordance with the Contract and the applicable certification principles and quality, so that a high standard of hygiene can be maintained.

During the installation period the Customer shall upon written notification by the Supplier grant the Supplier's employees, subcontractors or agents reasonable unlimited access to the Site and the unrestricted right to conduct any work related to the execution of this Contract.

The Supplier shall ensure that waste generated by the Supplier during the performance of the Contract Work shall be separated so that it is possible for the Customer to dispose of the waste in accordance with applicable Laws, and that waste oil shall be kept clean and uncontaminated by other waste.

The Supplier shall ensure that delivery, installation and disposal of waste causes as little inconvenience and discomfort as possible to the patients, the personnel and the daily routines at the installation site and the surrounding parts of the hospital.

14. Training and Education

14.1 Instruction

At no cost and to the extent necessary the Supplier shall instruct the Customer's users in the safe and proper operation of the Equipment , including a review of the user manual, see Clause 9.2.1.

Also at no cost the Supplier shall instruct the Customer's technicians in the daily operation and maintenance of equipment, including but not limited to:

- Review of construction and reconstruction of the Equipment
- Review of the parts that should/must be cleaned and relevant procedures
- Review of the instruction in the daily operation and maintenance manual
- Review of the instructions in the service manual
- Review of the procedure for service calls and procedure for ordering spare parts

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The instruction of the Customer's users and technicians shall take place at the Customer's facilities by agreement.

14.2 Application Training

The Supplier shall perform Application Training for the users specified in Appendix 1. immediately after Approved Acceptance Test.

The Application Training, must be of such extent and contents that the participants can:

- Operate the Equipment independently, correctly and safely also in acute situations and become familiar with the operation of the Equipment
- Setup and optimize all parameters
- Perform quality assurance work

The Application training shall take place at the Customer's facilities by agreement.

14.3 Updates and Upgrades

If necessary Supplier shall provide the necessary training and education for all future updates and upgrades of the Equipment, including updates and upgrades of software and hardware.

14.4 Phone Support

The Supplier shall provide phone support regarding basic operation and preliminary detection and identification of errors 10 years from approved Acceptance Test (see Clause 15) if proper service agreement is concluded.

15. Delivery procedures

15.1 Notification of Completion

The Supplier shall notify the Customer when the set-up, installation and testing of the Equipment is completed.

Along with the notification of the completion, the Supplier shall hand over the documentation stipulated in Clause 9 to the Customer.

The Customer shall, following the Supplier's notification of completion including the documentation stipulated in Clause 9 invite the Supplier to an Acceptance Test Procedure which must be held within 15 days after the Customer's receipt of the Supplier's notification of completion including documentation.

15.2 Acceptance Test Procedures

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For the Acceptance Test Procedure the Parties draw up an acceptance- and handover protocol (see Appendix 6), confirming that delivery has taken place, stating alleged defects and deficiencies in the equipment and any other matters identified by the Customer.

Significant deficiencies exist in particular if the following conditions are not met:

- The full delivery shall be properly delivered, set-up and installed.
- Approved receiving control shall be completed in accordance with applicable law.
- Mechanical and electrical safety control according to applicable law shall be completed.
- Functional test of and with interfaces to other installations and systems, network and remote access must be implemented with fully satisfactory results.
- Testing of the delivery in respect of the Customer's requirements and specifications as set out in Appendix 1 and the Supplier's tender response must be completed and duly documented with fully satisfactory results.
- The full documentation of the delivery, including quality assurance of installation, documentation of tests etc. must be handed over to the Supplier by successful acceptance Test.
- The Customer's users shall have received the necessary basic instructions of the proper use and the safe operation of the Equipment.
- At least one team of the Customer's users shall have completed application training.
- Approved clinical testing must be completed.
- The Customer's technicians shall have received basic instruction in daily operation and maintenance of the Equipment (may be waived by agreement)

If during the Acceptance Test Procedure defects and deficiencies are determined, the Supplier is obliged to remedy such defects or deficiencies without undue delay. In the case of significant defects or deficiencies the Customer shall furthermore be entitled to reject acceptance and postpone the acceptance procedures until the Supplier has remedied these defects or deficiencies.

Defects or deficiencies that do not themselves represent a substantial deficiency, can by virtue of their number and overall character, constitute a significant deficiency.

If during the Acceptance Test Procedure there is evidence of significant defects and deficiencies, and acceptance is rejected and postponed, there will be a new Acceptance Test Procedure when the Supplier has given the Customer a written notification that the defects and deficiencies have been remedied.

The Customer shall invite the Supplier to a new Acceptance Test Procedure which must be held within 15 days after the Customer's receipt of the Supplier's notification of completion of the remedies.

The Customer shall further deliver to the Supplier as soon as reasonable possible and not more than 10 days following the completion of the Acceptance Test Procedures a

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written Acceptance Test Approval confirming that the Equipment has been accepted as conforming with the requirements and specifications under the Contract.

Should the Supplier's personnel not be able to complete work under the Acceptance Test Procedures within the allocated time because it has been delayed or prevented from conducting its work by an impediment which is the Customer's responsibility (e.g. unavailability of any system under the Customer's responsibility which would be necessary to perform a test) then these tests shall be carried out again at time when such impediment is removed. Such interruptions not caused by the Equipment shall not be included as interruptions for the purpose of the Acceptance Test Procedures.

15.3 Pass of Risk for loss and damage to the Equipment

Until the Acceptance Test Procedures are completed the Supplier shall maintain full responsibility for the Equipment. The risk for any loss or damage to the Equipment shall pass to the Customer at the date of successful Acceptance Test.

However the responsibilities and the risks associated with theft, vandalism, fire, water damage and other accidental destruction passes to the Customer from the delivery of the Equipment at the Customer's designated installation site.

In the event that the Customer takes the Equipment or parts of the Equipment into clinical use (commissioning) before the time of the approved acceptance test, without prior agreement with the Supplier, the Customer assumes full responsibility of the Equipment or the used parts from the time of commissioning. The warranty period shall be calculated from the time of the commissioning and the risk for any loss or damage to the Equipment or the used parts shall also pass to the Customer from the time of the commissioning.

15.4 Disputes concerning the Acceptance Test

If the Parties fail to reach consensus on the Customer's right to refuse approval of the Acceptance Test, the Parties agree to let an impartial arbitrator appointed by the Arbitration Institute in Copenhagen finally settle the question. The costs are to be paid by the Party to whom the arbitrator decides against.

Other disputes concerning the understanding of the interpretation of the Contract and other legal questions may not be determined by the designated arbitrator.

16. Warranties

Warranty Period

The Warranty Period shall commence upon the Approval of the Acceptance Test and expires at the end of 1 year (12 months) after this date.

For defects relating to the design of the Equipment the warranty period is 10 years.

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During the Warranty Period it is the right and the obligation of the Supplier to remedy any errors or defects.

Also the Supplier shall meet the availability requirements for the Equipment (see Clause 17.1).

Throughout the warranty period the Customer shall be treated as if the Customer had signed a comprehensive service agreement with preventive maintenance free remedy, and comprehensive spare parts insurance, corresponding to the following:

- Documented preventive maintenance (according to manufacturer's instructions) including quality assurance and statutory controls
- Safety inspection
- Virus protection updates
- Software and operating system updates
- Remote Service (response time 1 hour for errors reported during normal working hours)
- Application Training 1 day/year on-site
- Free telephone support
- Free service with a response time on-site within 48 hours for emergency break-downs.
- Guaranteed availability 95%
- Spare Parts
- continuous software upgrades for State-of-the-Art (for new releases) that do not require hardware replacement.

16.1 Errors and Defects

In the event that the Customer notifies the Supplier of any errors or defects (Warranty Notice), Supplier shall as soon as possible remedy the defect either by way of repair or replacement of the Equipment or part thereof. Upon Customer's request the Supplier shall prepare a plan for the rectification of the defect which shall be sent to the Customer for information.

If, within the Warranty Period, errors and defects are remedied, design modifications are made or parts or components of the Equipment are replaced or remedied, a new Warranty Period of 12 months will begin for such remedial work or replaced parts of the Equipment. The new 12 months Warranty Period for such parts of the Equipment shall be calculated from the time when the remedial work is completed and approved by the Customer.

16.2 Remedy of errors and defects

Any errors or defects shall be remedied without any undue delay and within the Response Time (see Clause 16.5) provided that the timing and planning shall be coordinated with the Customer to ensure the least possible disruption to the operations of the Equipment. Defects will be remedied at the installation site to the extent possible.

16.3 Failure to remedy defects

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If the Supplier fails to commence and diligently pursue the remedial work, the Customer is entitled to have the specific defect remedied at the Supplier's expense with a prior written notice. If, despite unsuccessful attempts, any defect has not been remedied, and the defect is serious/substantial the Supplier is obliged to deliver new Equipment at the Customer's request.

16.4 Contribution to Solution

The Parties are at all times – irrespective of liability – obliged to contribute to finding the best solution with a view to remedying and neutralizing any errors or defects.

16.5 On-site reponse time

The Supplier warrants an on-site response time of a maximum of 48 hours from the service call to the attention of a skilled service technician has begun on-site. In the event that on-site response time is exceeded, the Supplier shall pay liquidated damages of 2 ‰ of the Contract Price per hour that the guaranteed response time is exceeded.

If the remedial work can be performed by phone or by remote-access, physical presence on-site will not be necessary.

If after attempt to perform the remedial work by phone or by remote-access it turns out that this is not possible, such time will be included in the overall response time. In that case, the guaranteed response time of 48 hours corresponding to the response time for remote service will be extended.

16.6 Final testing and review of error and defects

No later than 30 Calendar Days before the expiration of the 1-year warranty period the Supplier shall invite the Customer to a final testing and an analysis of any errors or defects of the Equipment.

The testing and the analysis must reflect all the tests and checks performed during the Acceptance Test.

If necessary the Supplier shall make available all relevant testing equipment, and skilled personnel necessary for the analysis.

If during the final testing any errors or defects are observed such errors or defects shall be remedied by the Supplier without any undue delay and cost. When errors and defects have been remedied and this has been documented to the Customer, the Supplier calls the Customer for renewed testing and analysis.

The warranty period does not expire until the final testing has been completed without detecting any errors or defects, and both Parties has approved this in writing. The Supplier's liability for errors and defects does not cease to exist until final testing and approval has been accomplished.

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16.7 Relocation of the Equipment

The Supplier's liability for errors and defects and remedial work thereof is not affected by the Customer relocating of the Equipment to another installation site within Denmark.

17. Availability of the Equipment (operational stability)

17.1 Availability of the Equipment

The Supplier guarantees the availability of 95% of the Equipment during the Warranty Period ("Uptime Guarantee").

17.2 Calculation of availability

The availability shall be calculated as follows:

$$\text{Availability} = \frac{\text{Actual availability} \times 100}{\text{Agreed Availability}}$$

Agreed Availability is defined as the Customer's normal opening hours (Working Days from 4 a.m. till 12 p.m.) upon deduction of time spent on scheduled service and maintenance.

Actual Availability is defined as Agreed Availability upon deduction of time spent on repair work and other remedial work.

Time spent on repair work and other remedial work is defined as the time during the Agreed Availability when the Customer's proper operation of the Equipment is not possible due to matters for which the Supplier is liable.

The time spent on repair work and other remedial work shall be calculated from the time when the Supplier is notified of the problem until the Customer's proper operation of the Equipment is possible again.

The availability of the Equipment is calculated for a consecutive period of 3 months 4 times per year. The first calculation of the availability of the Equipment takes place 3 months after the Approval of the Acceptance Test (see Clause 15).

17.3 Extension of Warranty Period and liquidated damages

In the event that the guaranteed availability as further set out in Clause 17 is not achieved for a consecutive period of 3 months, the Warranty Period shall be extended by 30 Calendar Days for each percentage point that the Actual Availability is lower than the guaranteed availability.

In the event that the Supplier fails to meet the guaranteed availability, the Supplier shall furthermore pay Liquidated Damages of 2 ‰ of the Contract Price (see Clause

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10) per percentage point by which the Actual Availability is lower than the guaranteed Availability for a consecutive period of 3 months.

18. Service, Repairs and Spare Parts

18.1 Repairs

The Supplier's services include, at the Customer's request, any repair of damage due to accidents, damages caused by third parties or other events for which the Customer bears the risk.

The extent of the repairs, the repair period and the price shall be agreed en writing and signed by both Parties.

In the event of delay of the Supplier to finish repair works, the Suppliers shall pay liquidated damages of 2 ‰ of the agreed price for the repair per delayed Calendar Day.

18.2 Service Reports

For all service, repair and maintenance, whether or not the Supplier is liable for the matter to which the service/repair/maintenance pertains, the Supplier shall complete a service report that clearly describes the notified fault(s), repairs, replacements, spare part usage, and control measurements.

Service reports shall as a minimum contain the date and time of the fault notification to the Supplier, the date and time when remote and/or on-site remedy commenced, a description of the fault, the cause of the fault, a description of the remedy of the fault, and the date and time of finishing notification to the Customer.

The service report shall provide documentation for the Customer's instruments log system, and shall be promptly handed over and/or submitted electronically in its entirety to the Customer's technical contact person or their appointed deputy at finishing notification after each fault.

The Supplier shall ensure that the Customer signs for receipt of the service report.

18.3 Spare Parts

The Supplier shall ensure that all Spare Parts necessary for the maintenance and repair of the Equipment are made available for the Customer for a period of 10 years from Approval of the Acceptance Test (see also Clause 7.2).

Spare parts must be delivered within 2 Calendar Dayson the address assigned by the Customer, unless otherwise agreed when ordering spare parts.

In the event of delay of the Supplier to deliver spare parts, the Supplier shall pay liquidated damages of 2 ‰ of the price of the spare parts per delayed Calendar Day until delivery.

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In the event that the Supplier fails to deliver spare parts, the Supplier shall reimburse the Customer any documented additional costs as a result.

19. Audit and Inspections by the Customer

19.1 Audit and Inspection

The Customer is entitled, but not obliged to audit on a continuous basis the Contract Work rendered by the Supplier.

The Supplier will at no point in time be relieved of its obligations and liability according to the Contract due to the audit by the Customer or the Customer's failure to do so. Nor will any comments or approval by the Customer be considered a change of the requirements arising from the requirements and specifications referred to in Appendix [1a-1e.]. Any deviation from the Requirements and Specifications in Appendix [1a-1e.] shall only be deemed agreed if there is an agreement on the change in the form of a written amendment to the contract signed by both Parties.

19.2 The Supplier's assistance

The Supplier shall be accommodating and render practical assistance to the Customer in connection with the audit initiatives stipulated in Clause 19.1 and in a loyal manner give the Customer access at reasonable times and upon notice to any and all relevant documentation, tests, etc.

20. Performance Security

20.1 Performance Security

By the signing of the Contract the Supplier shall issue a performance security of 40% of the Contract Price (see Clause 10.1) corresponding to the first down payment.

The security shall be provided in the form of an "on demand" bank guarantee issued by a reputable bank or other financial institution acceptable to the Customer. "On demand" means that the payment of the performance security shall be made on the Customer's request if the Customer finds that the Supplier has breached its obligations under the Contract etc.

20.2 Reduction of the Performance Security

The security provided will be reduced to 10% of the Contract Price when the Acceptance Test Period has ended (see Clause 15.2) and the Supplier has performed any and all relevant remedial work identified at the delivery of the Equipment according to the Acceptance Test Procedures.

20.3 Release

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The rest of the provided security will be released at the end of the 1-year warranty period unless the Customer has notified the Supplier before this date of any errors or defects to be remedied by the Supplier. In that case the security will be released, when the errors and defects are remedied.

21. Liability

21.1 Defects and delay

The supplier is liable for defects and delays under this Contract in accordance with the Danish Contract Law.

The Supplier's liability is not limited by the Customer's approval of the Supplier's documentation, or comments submitted by the Customer in relation to this documentation or any technical solutions proposed by the Customer. It is the Supplier's full responsibility if there are any defects or errors in the final delivery.

In the event that the Contract stipulates the payment of liquidated damages in case of defects and delays, and the Customer can demonstrate a loss that exceeds such liquidated damages, the Supplier shall compensate the Customer for such loss.

The Parties are always obliged to help find the best solution to correct and neutralize any defects or delays regardless who is responsible for the defect or delay.

21.2 Personal injury and damage to property

The Supplier is responsible for personal injury and property damage caused in connection with the performance and services under the Contract by the liability rules applicable in Danish law.

21.3 Claims from third parties

The Supplier shall indemnify, defend and hold harmless (whether in contract or in tort) Customer and their respective officers, directors, and employees, and their respective administrators, successors and assigns (collectively "Employer Indemnities") harmless from and against all third party claims, damages, losses and expenses resulting from the Supplier's services under the Contract.

Regarding the intellectual property rights of third parties, see Clause 25.4

21.4 Limitation of liability

The Supplier's liability for damage to the Customer's property and goods is limited to 10 million DKK per damage.

The Supplier's product liability is limited to 10 million DKK per damage.

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The Customer may not claim damages for an amount exceeding 100% of the Contract Price for the Equipment and services delivered under the Contract (see Clause 10). This does not apply to product liability and liability for damage to the Customer's property and goods.

Such limitation of liability does not apply to personal injury.

22. Force majeure

22.1 The Supplier's force majeure

The Supplier is exempt from liability if the non-performance of the Contract by the Contractor is due to Force Majeure.

The Supplier is not entitled to payment for works and services not rendered due to Force Majeure.

If a milestone for the Supplier is postponed due to force majeure, the payments related thereto will be postponed accordingly.

22.2 The Customer's force majeure

The Customer is exempt from liability if the non-performance of the Contract by the Customer is due to Force Majeure.

22.3 Number of days

Exemption from liability for delay on the grounds of Force Majeure may only be relied upon for the number of Calendar Days for which the Force Majeure event or the consequences of such Force Majeure event exists.

22.4 Informing the other Party

Immediately upon occurrence of a Force Majeure event, or when a Force Majeure event is assumed to occur, the Party wishing to rely upon Force Majeure shall inform the other Party in writing of the cause of the Force Majeure situation and, if possible, the expected duration of such Force Majeure event.

22.5 Costs

Each Party will pay its own costs/bear its own loss as a consequence of a Force Majeure event.

23. Termination of the Contract

23.1 Supplier's breach of contract

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The Customer may after a written notice terminate the Contract, if the Supplier fails to fulfill its obligations under the Contract.

In the event of a substantial breach the Customer may immediately and without a prior written notice terminate the contract.

The following situations are considered a substantial breach (including but not limited to):

- The Equipment and/or the Supplier's services under the Contract fail to comply with the Customer's specifications and requirements and/or applicable law despite of the Supplier's receipt of a written notice from the Customer,
- The Equipment and/or the services delivered under the Contract by the Supplier does not meet the description of how the Supplier will accommodate the Customer's minimum requirements and evaluation criteria as set out in the tender response,
- Despite the fact that the Supplier has received several written notices from the Customer the Supplier still does not fulfill its obligations under the Contract,
- The Supplier's bankruptcy, suspension of payments, receivership, significantly impaired financial situation (see the Danish Bankruptcy Act, Chapter 7).
- The Supplier's dissolution or other circumstances that can pose a serious risk to the Supplier's ability to fulfil its obligations under the Contract,
- The Supplier's professional indemnity and/or liability insurances ceases,
- If the Supplier repeatedly fails to apply with the guaranteed availability and thus makes it particularly difficult for the Customer to use the Equipment for production and causes inconvenience to the Customer's patients,
- If it turns out that the Supplier (e.g. in connection with the tender response) has submitted incorrect and/or incomplete information that has or has had a significant impact on the Customer, including the outcome of the tender.

23.2 Customer's breach of contract

In the event of the Customer's substantial breach of the Contract the Supplier may terminate the Contract.

23.3 Costs by the Customer's termination of the Contract

If the Contract is terminated pursuant to Clause 23.1 the Supplier shall immediately refund the Customer the full Contract Price without any deductions and plus any liquidated damages.

The Customer shall return the Equipment to the Supplier in the condition in which it is found at the Customer's site. In the event that the Customer's use of the Equipment has had any value to the Customer, the Customer shall compensate the Supplier for this value. The Supplier pays the costs of dismantling and transportation.

The Supplier shall reimburse the Customer any losses and expenses as a result of having to conduct another procurement procedure.

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24. Insurance

24.1 Insurance

During the term of this Contract the Supplier shall obtain and maintain in full force the following insurance policies:

- Professional indemnity insurance with a sum insured of no less than DKK 10.000.000.
- Product liability insurance with a sum insured of no less than DKK 10.000.000.

24.2 Documentation

Whenever required by the Customer, the Supplier shall produce documentation that the required insurances, see Clause 24.1, are in force.

24.3 Insurance release

In the event that a question of release of insurance of a considerable size occurs, the Customer shall be entitled to participate in discussions and negotiations between the insurer and the Supplier concerning the assessment of the size of the insurance release if the Customer finds that the insurance release from the Supplier's insurance company may prejudice the size of the Supplier's overall liability.

25. Software and documentation

Customer will be granted a perpetual, non-exclusive royalty-free license, to use and install the Software in the Facility and to use the Software but for the purpose of the operation of the Equipment and as further specified in the Contract.

Customer will be granted a perpetual, non-exclusive, royalty-free license to use the Documentation for the purpose of the operation of the Equipment.

All use by Customer of the Software and the Documentation shall be without payment of any additional fees therefore. The use is on a license-only basis and the Customer is not granted any ownership right, title or interest in the Software or Documentation. All rights, title and interest in and to the Software and the Documentation shall remain the sole property of Supplier or its licensors.

The Supplier shall prepare, deliver, revise and update all relevant Documentation including reports, programmes, planning and manuals.

26. Intellectual Property Rights

26.1 Software and Documentation

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All Intellectual Property Rights in the Equipment, Software and Documentation shall belong to the Supplier and/or its licensor. Nothing in this Contract shall be deemed to transfer or assign any Intellectual Property Rights, including any patent rights, in the Equipment, Software and Documentation to Customer.

Any Intellectual Property Rights developed by Supplier during the performance of this Contract will be owned exclusively by Supplier, but Customer is granted a royalty-free, non-exclusive, perpetual license to use the developed Intellectual Property Rights as set forth in Clause 25.

Nothing in this Contract is deemed to give either Party any rights to use any of the other Party's trademarks or trade names without such other Party's specific, written consent.

26.2 Third Party Rights

The Supplier warrants that it may lawfully, including in relation to any rights of third party, transfer, license and assign the Intellectual Property Rights as set out in Clause 25 to the Customer as part of the Contract and that such rights do not infringe any third party rights.

The Supplier shall indemnify and hold the Customer harmless against and from any other claim (including reasonable legal cost) which arises out of or in relation to an Intellectual Property Right infringement caused by the Supplier's performance of the Contract Work and the delivery of the Equipment or the proper use of the Equipment including the license of the Software and Documentation.

If the Customer's use of the Equipment or parts thereof or Software or Documentation is enjoined or if the Supplier's performance of its obligations in the Contract is materially impaired by reason of such third party claim, the Supplier shall at its own expense, and to ensure its performance hereunder, including:

- a) substitute an allegedly infringing item or process with a non-infringing item or process of at least the same functionality;
- b) modify the allegedly infringing item or process so that it no longer infringes, but remains at least functionally equivalent and the Parties agree that stand still of the Equipment is to be avoided which may make preliminary modifications relevant); or
- c) obtain for the Customer the right to continue using or selling such allegedly infringing item or process.

27. Assignment of rights and obligations

27.1 The Customer's assignments of rights and obligations

The Customer may assign its rights and obligations under this Contract to another public body, public authority or an institution owned by or in all essentials operated by way of public funds. The Contract may also be assigned to another public body, public

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authority or institution in the event that the Central Denmark Region ceases to exist due to closure, change or corporate structure or similar events.

27.2 The Supplier's assignments of rights and obligations

The Supplier may not without the consent of the Customer assign its rights and obligations under the Contract.

28. Contacts

27.1 The following contacts are authorized to enter into binding agreements in connection with any amendments to the Contract:

For the Customer:

[...]

For the Supplier:

[...]

29. Language and Governing Law

The legal relationship between the Customer and the Supplier is subject to Danish law without reference to its conflict of law provisions. The application of the UN-convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

The language of the Contract is English.

At the Employer's reasonable request, however, the Contractor is obliged to prepare documents and material in both the English and Danish languages for the purpose of consideration by the authorities if the relevant document has been requested by the authority in Danish.

In the event of any discrepancies between the Danish and English versions of documents and material, the Danish versions will be applicable.

Any disputes relating to or arising out of the Contract should be settled amicably through negotiations. In the event that this is not possible each Party should be entitled to request that a third party jointly designated by the Parties shall provide its assessment and preliminary decision on the relevant matter. Expenses should be shared equally between the parties.

Any dispute that cannot be settled through negotiations must be decided by the court in the Customer's court venue.

30. Confidentiality

30.1 Confidentiality

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The Parties as well as their staff and Sub-Contractors shall keep strictly confidential any and all information communicated to the Parties in connection with the performance of the Contract and which is not in the public domain as well as subject to rules on the access to documents.

The duty of confidentiality under this Clause will also apply upon termination of this Contract, whatever the reason for such termination.

30.2 Public statements

Only the Customer is entitled to make public statements, including to the news media, on the Contract or any matters related to the Contract. In the event that the Customer refers to any circumstances of the Supplier, such references must be made in a loyal manner and the Supplier must subsequently, but if possible previously, be notified thereof. If, in order to safeguard its own essential interests, the Supplier quite exceptionally needs to make a statement to the public or news media on matters pertaining to the Projectprocurement, the form and contents of such statement must be discussed beforehand with the Customer.

30.3 List of references

The Supplier may refer to the Customer as a reference for marketing purposes. But other than that the Supplier may not refer to the Customer for marketing purposes without the Customer's prior consent.

31. Early termination

31.1 The Customer's early termination of the Contract

In the event that the Customer's decision to award the contract to the Supplier is canceled or declared ineffective by the Danish Public Procurement Board or by the courts, The Customer is entitled to terminate the contract with a notice of six months. This also applies if the Contract is terminated by the Supplier in the cases listed in section 185 of the Danish Act on Public Procurement ("Udbudsloven").

Furthermore, the Customer is entitled to terminate the Contract with a notice of six months if the Customer's needs change significantly as a result of structural changes, changes in legislation or changing demands from the authorities.

31.2 Damages

In case of termination pursuant to Clause 30.1 any claims from the Supplier for damages must be settled in accordance with the general rules of Danish law. The Parties have agreed, however, that indirect loss will not be compensated and that any claims for damages from the Supplier shall be limited to reliance damages.

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32. Signatures

32.1 Number of copies

The Contract has been executed in two identical and signed copies of which one copy is held by the Customer and the other copy is held by the Supplier.

32.2 Costs

Each Party shall pay its own costs incurred in connection with the drawing up and conclusion of this Contract.

Date:

Date:

On behalf of the Customer:

On behalf of the Supplier:

[...]
[...]

[...]
[...]