

**The Interreg IVB
North Sea Region
Programme**



Draft

**Online monitoring system for the
North Sea Region Programme 2014-2020**

Journal ID: **XXXX**

**The Interreg IVB North Sea Region Programme
Jernbanegade 22
DK-8800 Viborg
Denmark**

The Joint Technical Secretariat of the Interreg IVB North Sea Region Programme 2007 – 2013, hereinafter referred to as "**Contracting Authority**",

and

Name and address of selected service provider

herein after referred to as "**Contractor**",

have agreed

the general conditions below and the following annexes:

- Annex 1: Specifications for development of an online monitoring system, website and CMS for the North Sea Region Programme
- Annex 2: Requirements: tender for online monitoring system for the North Sea Region Programme
- Annex 3: Milestone plan
- Annex 4: The contractor's tender

Which are constituent to this contract (hereinafter referred to as "the Contract"). The terms and conditions below are applicable unless they are deviated from by written agreement between the Contracting Authority and the Contractor.

Article 1. Object of the Contract

The object of the Contract is the development of an **online monitoring system for the North Sea Region Programme 2014-2020**. The Contractor shall execute the tasks assigned to him in accordance with the detailed description outlined in annex 1 and 2 and the milestone plan in annex 3 of this contract.

Article 2. Contact

Throughout the duration of the contract Lise Espersen will act as main contact for the Contracting Authority.

Article 3. Duration

The implementation of the tasks will start on the date when the contractor has been officially informed that he/she has been awarded the contract.

The contract shall enter into force on the date when it is signed by the last contracting party.

The period of Contract(s) is 4 years. The Contract Authority can extend the contract(s) for 4 more years – one year at a time. This must be done at least 1 month before the ending of the contract. The tenderer cannot extend the contract.

The contract shall come to an end with the final payment..

Article 4. Contract price

The total maximum amount to be paid by the Contracting Authority under this contract shall be 450,000 €, covering all tasks executed: 300,000 € for development and training costs and 37,500 € yearly for 4 years for maintenance and assistance services, see section 5A.6 of the Specifications.

Article 5. Performance of the contract and subcontracting

The Contractor accepts the Contract and undertakes to carry out the task under his own responsibility.

The contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax, and social legislation.

Should the contractor fail to perform his obligations under the contract in accordance with the provisions laid down therein, the Contracting Authority may – without prejudice to its right to terminate the contract – reduce or recover payments in proportion to the scale of the failure.

Subcontracting of any of the tasks is not permitted without prior agreement by the Contracting Authority.

Article 6. Delays

If the Contractor foresees a delay in the delivery or provision of the service, he must notify the Contracting Authority in writing immediately, indicating both the reasons for the delay which has arisen and the expected duration/scope of the delay.

As soon as it is considered no longer possible for the Contractor to deliver on time or provide the service on time, and no new delivery date has been agreed, the Contracting Authority may cancel the purchase in accordance with the rules of the Danish Sale of Goods Act pertaining to this.

The Contracting Authority regards any delay as significant. If the Contractor fails to deliver by the agreed dates, the Contracting Authority is entitled to cancel the contract completely or partially, no matter how long the delay is.

Article 7. Liability

The Contractor shall not supply any information or materials to the Contracting Authority under this Agreement in the knowledge that the use of such information or materials by the Contracting Authority will infringe the proprietary rights of any third parties.

The Contractor undertakes that it will promptly disclose to the Contracting Authority any facts or circumstances which come to his attention indicating or suggesting any infringement of any rights of any third party provided always that this undertaking shall not be deemed to impose or imply any obligations to undertake any patent or other searches or make any enquiries of any person.

The Contractor shall be solely liable for any loss incurred by, or damage or injury to, any third party (not being a Party to this Agreement) resulting from its implementation of the project, unless such liability arises as a result of an act or omission of the Contracting Authority.

The liability of the Contractor to the Contracting Authority for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses. In any event, the liability of the Contractor to the Contracting Authority arising under or in connection with this Agreement shall not exceed the totality of funding due to the Contractor under this Agreement.

Article 8. Payment periods and formalities

Payments shall be executed only if the contractor has fulfilled all his contractual obligations by the date on which an invoice is submitted.

Article 8.1 Interim payments and last payment of the balance for development

The price payable to the contractor for development, testing and training for and of the system (outlined in annex 3 to this Contract) will be divided into three interim payments and the final payment of the balance. A payment schedule for this amount is as follows:

Payment name	Payment date	Amount
Interim payment	After milestone No. 8	35%
Interim payment	After milestone No. 18	30%
Interim payment	After milestone No. 26	15%
Last payment for development	After milestone No. 27	20%

Article 8.2 Interim payments and final payment of maintenance and assistance

Maintenance and assistance for the system will be paid upon receipt of invoice.

The terms of payment are based on the current month plus 30 days after delivery and the Contracting Authority's receipt of a satisfactory invoice. The invoice must include the Contracting Authority's journal ID number, the EAN number, delivery date, place of delivery, description of goods, prices and quantity. The number of hours worked and the hourly rate, etc. are also required for maintenance and assistance services provided.

Article 9. Ownership of the results

Any results thereon, including copyright and other intellectual property rights, obtained in performance of the contract shall be owned solely by the Contracting Authority, which may use, publish, assign or transfer them as it sees fit, without limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

Article 10. Use, distribution or publication of results

Any distribution or publication of information relating to the Contract by the Contractor shall require a prior authorisation from the Contracting Authority. It shall state that the opinions expressed are those of the contractor only and do not represent the Contracting Authority's position.

Article 11. Right of withdrawal

The Contracting Authority is entitled to withdraw from this contract and to demand repayment of funds in full or in part, if:

- a. The Contractor fails to fulfil a condition or an obligation resulting from this contract; or
- b. The Contractor has failed to submit relevant information requested by the Contracting Authority, or supply the necessary information, provided that the Contractor has received a written reminder setting an adequate deadline and explicitly specifying the legal consequences of a failure to comply with the requirements of the Contracting Authority and has failed to comply with the deadline, or
- c. The Contractor becomes insolvent or total enforcement proceedings are instigated against its assets or the instigation of such proceedings is refused because of lack of assets;
- d. The Contractor has obtained the contract through false statements; or
- e. The Contractor wholly or partly closes down, sells, leases or lets the activity to a third party.
- f. If both parties agree the contracted can be terminated within 14 days notice.

Article 12. Force Majeure

The Contractor is liable for any breach of contract, unless the breach is due to circumstances for which the Contracting Authority bears liability or the risk, or to force majeure.

Force majeure occurs when it is not possible to fulfil the contract properly, and this is due to extraordinary circumstances which the Contractor could not avert or would not have foreseen, such as war, exceptional natural phenomena, fire, strikes or lockouts. With regard to strikes and lockouts, these circumstances must not only affect the Contractor's activity. The Contractor is obliged as far as possible to maintain emergency arrangements.

The Contracting Authority is exempt from liability under the same terms as the Contractor. Each party pays its own costs/bears its own losses as a result of a force majeure incident.

If it has not been possible to fulfil the entire or key aspects of the contract due to force majeure during a continuous period of more than 60 days or for more than 100 days during a period of one year, the Contracting Authority may choose to cancel the contractual relationship.

Article 13. Disputes

This contract is governed by Danish law.

Settlement of disagreements relating to the contract which has been entered into is sought through negotiation between the parties. If the parties are in agreement, an impartial mediator can be involved to resolve the disagreement. The cost of the mediator is paid jointly by the parties.

If the disagreements cannot be settled through negotiation or mediation, each of the parties is entitled to ask for the disagreement to be settled by the courts at the Contracting Authority's place of jurisdiction.

Settlement of disagreements relating to a contract is sought through negotiation. If disagreements cannot be settled through negotiation, they are settled by the courts under Danish law. The place of jurisdiction is determined at the Contracting Authority's discretion.

Viborg,

City,

Date.....

Date.....

.....
Contracting Authority

.....
Contractor