

Contract for the development, operations and maintenance of a new Interreg.eu website

nr XXXXX

between

Interact Office Viborg

Toldboden 3, st. E.,
8800 Viborg, Denmark

- Hereinafter referred to as the "Contracting Authority" or "Customer" -

and

[Insert company's name]

[insert address]

VAT no. [insert VAT no.]

- Hereinafter referred to as the "Contractor" or "Tenderer", "Bidder" or "Supplier" -

Introduction

Interact Programme
Toldboden 3, st. E.
8800 Viborg, Denmark

Hereinafter referred to as the “**Contracting Authority**” or “**Customer**”

and

[Insert Name]
[Insert Address]
[Insert City and Country]

Hereinafter referred to as the “**Contractor**” or “**Bidder**” or “**Supplier**”

have agreed on the general conditions below and the following annexes:

Annex 1: Requirements Specification
Annex 2: Solution Design
Annex 3: Prices
Annex 4: Data Protection Agreement
Annex 5: Interreg Brand Design Manual
Annex 6: Strategic Digital Communication of Interreg

Which are constituent to this Contract (hereinafter referred to as “the **Contract**”) The Contracting Authority and the Contractor are referred to together as the “**Parties**.”

Article 1. Object of the Contract

The object of the Contract is the conducting of the assignment “Development, operations and maintenance of the www.interreg.eu website” as it is described in annex 1 and 2 of this contract. The Contractor shall execute the tasks assigned to them in accordance with the detailed description of the services in Annexes 1 and 2.

Article 2. Contact

Throughout the duration of the Contract, the appointed Project Manager 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 they have been awarded the Contract.

The Contract shall enter into force on the date when it is signed by the last contracting party. This day is hereinafter referred to as the Date of the Contract.

The Contract will cover the development of Releases 1 and 2, the website hosting, support and maintenance of said website, including training and the use of the server, among others. The Contract will run until it has been terminated by either party.

The Contract cannot be terminated by the Contractor before the 31st of December, 2029. Thereafter it can be terminated by the Contractor with a 12-month notice.

After the delivery of Release 1 and 2, the contract can be terminated by the Contracting Authority with a 6-month notice.

Article 4. Contract Price

The amount to be paid by the Contracting Authority will consist of the payment of Release 1 and 2 and Operations and Maintenance, the right to use the server, Customer Training and Support for the duration of the contract.

Furthermore, Annex 3 contains the hourly rates for any further development the Contracting Authority might request to improve on the website.

Article 5. Performance of the Contract and subcontracting

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

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

Should the Contractor fail to perform their 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 written consent from the Contracting Authority. The Contracting Authority is not permitted to withhold such consent without reasonable cause.

Such consent shall not liberate the Contractor from any obligations from this Contract, including this article.

Article 6. Implementation

Prior to the date of the Contract, the Contractor has made an initial Methodology Plan, by participating in the bidding from the 24th of May to the 9th of June. After the date of the Contract, a Discovery phase will be implemented for the purpose of ensuring further alignment between the Contracting Authority's needs and the Contractor's solution.

In the Discovery phase the Contractor will make suggestions to the Solution Design in Annex 2 and the Parties will agree in the final Solution Design together, so that the Solution Design may be assumed to comply with the Requirements Specification in full.

The agreed version of the Solution Design will replace the original version of the Solution Design in the Contract. The changes shall be included in the fixed price for Releases 1 & 2.

If the Parties cannot agree on a revised version of the Solution Design in the Discovery phase, the Contracting Authority can withdraw from the Contract. If the Contracting Authority chooses to exercise this right the Contractor will be compensated in accordance to Annex 3, Article 5.

Article 7. Delays

If the Contractor foresees a delay in the delivery or provision of the service, this must be communicated to 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 8. Liability

The Contractor shall be liable for any loss or damage caused by them in performance of the Contract. The Contracting Authority shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

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

The Contractor agrees to defend, indemnify and hold the Contracting Authority harmless from and against any liability, loss or expense, including reasonable attorney's fees, damages or penalties of any kind in account of, or resulting from any claim or action for infringement of third parties' intellectual property rights, database copyrights or sui generis rights, or any other right in relation to the (lack of) performance by the Contractor regarding the object of the Contract. The Contractor shall co-operate with the Contracting Authority in defending any such claim or action.

The contractor shall inform the Contracting Authority immediately if the Contract objectives or one of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the Contracting Authority to reduce or demand repayment wholly or in part.

Article 9. Payment periods and formalities

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

The price payable to the Contractor for the development, testing, training, and deployment parts of the assignment will be divided into three interim payments and the final payment of the balance. A payment scheduled for delivery of Releases 1 and 2 will be as follows:

| Deliverable | Payment (% of total development cost) |
|---|---|
| Conclusion of the Discovery phase | 10 % |
| Release 1 | 35 % |
| Release 2 | 45 % |
| Training of Contracting Authority's staff | 10 % |

Releases 1 and 2 can be delivered simultaneously, and if so, the Contractor can invoice for both releases Simultaneously.

Operations and Maintenance will be paid on a regular basis, as indicated in Annex 3, Article 6.

Invoice and payment shall be according to Annex 3, Article 6.

Article 10. 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 force.

Article 11. Use, distribution, or publication of results

Any distribution or publication of information relating to the Contract by the Contractor shall require a prior authorization 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 12. Termination

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 has failed to immediately report events delaying or preventing the implementation of the activity funded, or any circumstances leading to its modification; or
- d) 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; or
- e) The Contractor has obtained the Contract through false statements; or
- f) The Contractor wholly or partly closes down, sells, leases, or lets the activity to a third party.
- g) If both parties agree the contracted can be terminated within a 14-day notice.

Article 13. Force Majeure

The Contractor is liable for any breach of the 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 14. Choice of Law and Venue

This Contract shall be governed in accordance with the laws of Denmark.

Settlement of disagreements relating to the Contract which has been entered into sought through negotiation between the parties. If the parties agree, 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 jurisdiction in Denmark.

The place of delivery according to the Contract is the Contracting Authority's place of business in Viborg.

Article 15. Concluding provisions

- a) All documents and other language-based deliverables including e.g. documentation and training etc. delivered under this Contract must be in the English language.

- b) When changes are requested, this is possible as long as they are feasible. When this involves additional costs, the Contractor will indicate this in a timely way. The Contracting Authority has to approve any additional cost before it is incurred.
- c) All changes of this Contract have to be done in written form.
- d) The format of deliverables has to be electronic (e.g. word, pdf)
- e) The contracting parties will agree on terms to comply with the EU General Data Protection Regulation in Annex 4, Data Protection Agreement.

Signature

| | |
|--|---|
| 8800 Viborg, Denmark | [CITY AND COUNTRY OF CONTRACTOR] |
| [DATE MONTH YEAR] | [DATE MONTH YEAR] |
| | |
| Polona Frumen Head of Office Interact Programme Contracting Authority | [NAME] [TITLE] [COMPANY NAME] Contractor |