

Contract

**Regarding purchase of costal ocean gliders for
subsurface observations
to Institute of Marine Research, Norway.**

Project No. 19/03086

between

Institute of Marine Research and

Xxxxxxxx

Org. No. 971 349 077

Org. No. xxx xxx xxx



**Enter
the supplier's logo**

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1 PARTIES TO THE CONTRACT

The following parties have entered into this contract:

(1) The Institute of Marine Research, Norway, Org. No. 971 349 077, hereafter called the Customer

and

(2) **Xxxxxxxx**, Org. No. **xxx xxx xxx**, hereafter called the Supplier.

2 SIGNATURES

For Customer	
The Institute of Marine Research	
Place/date	xx.xx.20xx
Signature	
Name	Xxxx xxxx
Title	Xxxxxxxx

For Supplier	
[Name of supplying company]	
Place/date	xx.xx.20xx
Signature	
Name	Xxxx xxxx
Title	Xxxxxxxx

3 PURPOSE

This contract consists of this document including all appendices.

The purpose of the contract is to establish the parties' rights and obligations in relation to the purchase of the contract object, as described in item 4.

4 CONTRACT OBJECT

The contract covers **xxx**

[To be completed when entering into the agreement].

4.1 Technical specifications

[To be completed when entering into the agreement].

4.2 Options

[To be completed when entering into the agreement].

4.3 Documentation

The supplier shall deliver such documentation as is necessary to enable the Customer to utilise the Contract Object as intended.

All products that require a data sheet pursuant to Norwegian law must be supplied with one upon delivery. All goods must be accompanied by the necessary operating and maintenance instructions upon delivery as well as other documentation that is agreed to and specified in the order. The documentation must be written in English unless otherwise agreed.

The relevant documentation must be delivered with the goods. Unless otherwise specified, the documentation is to be delivered in an electronic, searchable format, and in the format as agreed.

4.4 Duration

The contract applies as of [date] until the parties have fulfilled their contract obligations.

4.5 Meetings

[To be completed when entering into the agreement].

4.6 Project organization

[To be completed when entering into the agreement].

4.7 Subcontractors

The Supplier is using the following subcontractors, who are all approved by the Customer:

[To be completed when entering into the agreement].

4.8 ILO Fundamental Conventions

The supplier must respect the basic requirements of human rights and labour rights. Goods that are delivered to IMR must be produced under conditions that are consistent with the requirements specified in the ILO Fundamental Conventions.

The following conventions are the ILO Fundamental Conventions:

Main category	ILO convention	Involves / content
Prohibition against child labour	138	The minimum age for access to employment or work shall not be lower than the age upon which compulsory school attendance ends and under no circumstances may it be lower than 15 years of age.
	182	Prevention and immediate actions to abolish the worst forms of child labour
Freedom of organisation	87	Freedom of assembly and protecting the right of organisation

	98	Right to organise themselves and conduct collective bargaining
Prohibition against discrimination	100	Equal pay for male and female workers for work of equal value
	111	Discrimination in employment and occupation
Prohibition against forced labour	29	Forced labour
	105	About elimination of forced labour

5 CONTACT INFORMATION

Customer –The Institute of Marine Research		
Contract manager:	Name:	Name of contract manager
	Telephone:	xx xx xx xx
	Email:	xxx@imr.no
Technical manager:	Name:	Name of expert in the department
	Telephone:	xx xx xx xx
	Email:	xxx@imr.no
Other (enter):	Name:	Name of expert in the department
	Telephone:	xx xx xx xx
	Email:	xxx@imr.no

Supplier – Xxxxxx		
Contract manager:	Name:	Name of contract manager
	Telephone:	xx xx xx xx
	Email:	xxx@imr.no
Technical manager:	Name:	Name of expert in the department
	Telephone:	xx xx xx xx
	Email:	xxx@imr.no
Other (enter):	Name:	Name of expert in the department
	Telephone:	xx xx xx xx
	Email:	xxx@imr.no

6 CONTRACT DOCUMENTS AND PRIORITY

6.1 Contract documents

The contract consists of the following documents:

Appendix 1: The Supplier's description of the solution in the form of a bid file from Merzell.

Appendix 2: Changes to the delivery after signing the contract

Other appendices: [To be completed when entering into the agreement].

6.2 Priority

1. This contract document has greater priority than the appendices.
2. Unless otherwise agreed, appendices with lower numbers take priority over appendices with higher numbers.
3. If completed, Appendix 2 takes priority over the other appendices.
4. In the event of conflicting priorities, special terms take priority over general terms, and newer terms take priority over older ones.

7 DELIVERY

7.1 Terms of delivery

Delivery shall occur DDP (Incoterms 2010) at the delivery location specified in item 7.2.

7.2 Delivery locations

Equipment/Services in conformity with this Contract shall be delivered in Norway, xxx at [Exact delivery location in Norway will be announced later]

7.3 Delivery time

[To be completed when entering into the agreement].

7.4 Delivery terms

Upon delivery the following documents must be provided in English or Norwegian; product data sheet, instructions, required certificates and documentation for storage, operations and maintenance, as well as any other documents that are relevant for using the products or which are required in accordance with laws or regulations.

Partial delivery is may be permitted upon agreement.

All packages must be clearly marked with the purchase order number, name of department, name of the Customer and the sender (Supplier).

It is the responsibility of the Supplier to ensure sufficient packaging so that the delivery is well protected during transport.

7.5 Commission and handover agreement

A *Commissions and Handover Agreement* are a declaration, signed by both parties, that confirms that the delivered product is delivered fully to the contracting authority.

Both parties will partake in a *commissions and handover inspection*. During this inspection, the parties will confirm that the delivered product is assembled, tested and up and running. The documents needed for the *commissions and handover inspection* shall be handed over in advance.

The delivery is considered completed when the *commissions and handover inspection* is completed, and the Commissions and Handover Agreement is signed by both parties. This is also when the warranty period starts to run.

8 PRICING AND PAYMENT TERMS

8.1 Delivery price

[To be completed when entering into the agreement].

8.2 Pricing terms

All prices are listed excluding VAT. Other information such as duty, packaging and other potential taxes and fees are included in the price.

8.3 Invoicing

8.3.1 Invoicing procedures

Invoices must be labelled with [to be completed when entering into the agreement]. Invoicing shall occur in arrears.

Invoices shall have a 30 day payment deadline from the date of the invoice. The payment deadline may not begin prior to the completion of the delivery, and not before the approved invoices are received by the Customer. Invoices shall be designed in accordance with the Norwegian Accounting Act and its provisions. The Customer does not accept any form of invoicing fee.

The invoices shall be specified and documented so that the Customer can easily check whether the invoice conforms to the agreed pricing terms.

Payment does not imply any kind of approval of the delivery.

The Supplier may not transfer invoices to a third-party for collection without the prior written consent of the Customer.

8.3.2 Invoices in Electronic Commerce Format

If the Supplier has a solution to deliver invoices electronically, an Electronic Commerce Format (EHF) must be used. Invoices are linked to the Customer's Organisation number: 971 349 077.

8.3.3 Invoices in paper

Invoices can also be sent to:

Institute of Marine Research,
Fakturamottak DFØ

9 THE SUPPLIER'S CONTRACT OBLIGATIONS

9.1 Product properties

The Supplier must deliver the products in accordance with the requirements in terms of type, amount, quality, other properties and packaging as agreed upon, and shall otherwise feature such functions, characteristics and quality as follows from the Supplier's specifications, descriptions or promotional materials pertaining to such products.

The Supplier is responsible for ensuring that the products that are delivered comply with applicable regulations and requirements.

9.2 Transferring ownership rights, defective titles

Ownership rights to the contract object shall be considered transferred to the Customer upon one of the two milestones, whichever occurs first:

- The time when the Customer pays for the contract object.
- The time when the Customer approves the delivery of the contract object.

The Supplier shall deliver the products free of any third-party rights that are not described in the agreement and shall hold the Customer harmless of any type of third-party rights in relations to the products.

The Supplier shall deliver the products with the necessary approvals, user manuals, certificates and permits that are required by public authorities so that the Customer can use the products for the purpose they were procured and in the way they are meant to be used.

9.3 Subcontractors

Unless otherwise agreed by the parties, the Supplier can use subcontractors to fulfil the obligations in the contract. The Supplier shall remain fully liable for the due performance of its subcontractors as if done by the Supplier itself. The Customer reserves the right to approve or disapprove the Supplier's choice of subcontractor, if there are reasonable grounds.

9.4 Insurances

The Supplier shall provide insurance coverage for the products until the risk of accidental damage has been transferred to the Customer (when delivery has taken place pursuant to the provisions in item 7 above).

9.5 Notification obligations

If the Supplier is prevented from fulfilling their obligations in time, the Customer must be notified in writing without undue delay regarding the problem and its impact on the Supplier's ability to fulfil the contract. The notice shall specify the reason for the problem and, to the extent possible, when the deliverables can be delivered. The Supplier must be able to document when and how notification was given.

9.6 Advertising and marketing

The Supplier must obtain pre-authorization from the Customer if the Supplier wants to provide the public with information about the contract for advertising purposes or through some other means beyond publicizing the delivery as a general reference.

In marketing the contract toward the Customer and the customer's representatives, the Supplier is required to provide an honest account of the contact's intention and content.

10 THE CUSTOMER'S CONTRACT OBLIGATIONS

10.1 General obligations

The Customer must pay the purchase price before the agreed deadline and help to facilitate the Supplier's performance of its obligations under the contract.

The Customer is responsible for having expressed the purpose of the purchase, as well as the requirements and needs, in a way that the Supplier has sufficient information to meet their contract obligations.

10.2 Notification obligations

If the Customer is prevented from fulfilling their obligations in time, the Supplier must be notified in writing without undue delay regarding the problem and its impact on the Customer's ability to fulfil the contract. The notice shall specify the reason for the problem and, to the extent possible, when the obligations can be fulfilled. The Customer must be able to document when and how notification was given.

11 THE SUPPLIERS' REMEDIES FOR BREACH OF CONTRACT

11.1 Complaints

The Supplier shall submit a written notice, without undue delay, after a breach of contract is discovered or should have been discovered.

11.2 Delayed payment

In the event of delayed payment, that is due to conditions that are within Customer's control, the Supplier is entitled to claim interest on the delayed payment pursuant to the Act of 17 December 1976, No. 100 regarding Interest on Overdue Payments, etc.

11.3 Breach of obligation to give notice

If the Supplier does not receive a notice as established in item 10.2 within a reasonable time after the Customer learned about or should have learned about the issue, the Supplier can demand compensation for losses which could have been prevented if a notification had been given in due time.

11.4 Suspended performance

The Supplier cannot withhold services because of the Customer's breach of contract. This does not apply if the breach is material.

11.5 Compensation

The Supplier can demand compensation for losses suffered as result of the Customer's breach of contract, to the extent that the Customer does not prove that the breach was caused by the grounds for suspension listed in item 15 or the Customer demonstrates that it is not responsible for the breach of contract or the reason for the breach of contract, i.e. the breach of contract is due to conditions that otherwise cannot be attributed to the Customer.

The compensation shall cover the Customer's direct losses. Indirect losses, as specified in Act of 13 May 1988, No. 27 on Sales of Goods, Section 67 (2) are not covered.

Compensation is limited to the total compensation as per the contract (the contract price), excluding VAT.

In case of gross negligence or wilful misconduct of the Customer, the said limitations on damages do not apply.

11.6 Cancellation

11.6.1 Right to cancellation

The Supplier can cancel the contract effective immediately if the Customer materially breaches its obligations.

11.6.2 Termination settlement

If the contract is cancelled, the Customer's rights to the contract object cease.

The Supplier may demand that contributions that have been delivered shall be returned or voided or properly removed after cancellation. The Supplier must cover the cost for this.

The Supplier is entitled to compensation from the Customer to the extent to which and for as long as the Customer is using the delivery. Delayed payment interest as well as compensation for losses that were not considered will also be covered by the compensation.

If the Customer has the right to use the product or service delivered after cancellation, the Supplier can make a claim for collateral as a part of their demand for compensation for use.

11.7 Expected breach

If, after the signing of this Contract, it appears, based on the behaviour of the Customer, a serious decline in the Customer's credit worthiness or in the Customer's ability to fulfil the contract, that the Customer will not be able to fulfil a significant portion of its obligations, the Supplier can cancel their fulfilment of the contract and hold their contribution back.

If the expected breach of contract is material, the right to cancel the Contract can be invoked prior to the time of fulfilment.

12 THE CUSTOMER'S REMEDIES FOR BREACH OF CONTRACT

12.1 Period for notification of defects

If the Customer wishes to demand a remedy for a breach of contract, the Supplier must be notified in writing regarding the deficiency without undue delay after the Customer has discovered or should have discovered the defect.

12.2 Breach of obligation to give notice

If the Customer does not receive a notice as indicated in item 9.5 within a reasonable time after the Supplier learned of or should have learned of the issue, the Customer can demand compensation for losses that could have been prevented if notification had been given in due time.

12.3 Withholding payment

In case of breach of contract on the part of the Supplier, the Customer may withhold payment, although the amount withheld shall not be obviously higher than what is required to safeguard the Customer's claim resulting from the breach of contract.

12.4 Liquidated damages

If the agreed date of delivery, or other time limit in respect of which the parties have stipulated liquidated damages, is not complied with, there is a delay on the part of the Supplier that triggers liquidated damages.

In the event of a delay, liquidated damages accrue automatically. The liquidated damages constitutes 1% of the total consideration payable for the deliverables (the contract price) excluding VAT for each calendar day that the delay lasts, but limited to a maximum of 20 days. This time limit, however, does not apply if the breach of contract is caused by gross negligence or wilful misconduct of the Supplier, or anyone for whom it is responsible. Regardless, the liquidated damages are a minimum of NOK 1000.00 per day.

If the liquidated damages does not cover the Customer's documented direct losses as a result of the delay, the Customer can seek compensation for the additional amount.

12.5 Compensation

The Customer can demand compensation for losses suffered as a result of the Supplier's breach of contract, to the extent that the Supplier does not prove that the breach was caused by the grounds for suspension listed in item 15 or the Supplier demonstrates that it is not responsible for the breach of contract or the reason for the breach of contract, i.e. the breach of contract is due to conditions that otherwise cannot be attributed to the Supplier.

The compensation shall cover the Customer's direct losses. Indirect losses as specified in the Sale of Goods Act § 67, second paragraph are not covered.

Compensation is limited to the total compensation as per the contract (the contract price), excluding VAT. In case of gross negligence or wilful misconduct of the Supplier, the said limitations on damages do not apply

12.6 Cancellation

12.6.1 Right to cancellation

The Customer can cancel the contract effective immediately if the Supplier materially breaches its obligations.

If liquidated damages are accruing, the Customer cannot cancel the agreement. This does not apply if the breach of contract is caused by gross negligence or wilful misconduct of the Supplier, or anyone for whom it is responsible. This also does not apply if the value of the contract object is significantly reduced as a result of the delay.

The Customer can cancel the contract effective immediately if there is a delay that lasts longer than the maximum limit of the liquidated damages.

Defective titles are considered a material breach of contract.

Bankruptcy, debt settlement or similar proceedings against the Supplier entitle the Customer to cancel the contract.

12.6.2 Replacement purchase upon calculation

Upon cancellation, the Customer is entitled to make a replacement purchase within a reasonable time after the cancellation. The Customer has a right to compensation for the difference between the contract price and the price of the replacement, in addition to other compensation under this contract.

12.7 Expected breach

If, after the signing of this Contract, it appears, based on the behaviour of the Supplier, or a serious decline in the Supplier's credit worthiness or in the Supplier's ability to fulfil the contract, that the Supplier will not be able to fulfil a significant portion of its obligations, the Customer can cancel the contract and withhold further payment.

If the expected breach of contract is material, the right to cancel the Contract can be invoked prior to the time of fulfilment.

12.8 Breach of rules regarding advertising and marketing

Breaking the rules regarding advertising is considered a material breach of contract and means that the Customer can cancel the contract immediately.

If the Customer provides written warning to stop violating the rules regarding advertising, marketing, etc. the Customer can demand liquidated damages according to item 12.4 from when the warning is issued until the Supplier has stopped violating the rules. The Customer's right to demand liquidated damages for this type of behaviour does not limit the right of the Customer to cancel the contract.

12.9 Other remedies for breach of contract

Other remedies for breach of contract are listed in the general rules in the Sales of Goods Act of 13 May 1988, No. 27.

13 WARRANTY

The Supplier undertakes responsibility for errors and defects that must be notified upon the first 24 months after the delivery of the Contract Object. For partial deliveries, the deadline is calculated from the time when the entire delivery is complete, installed and ready for use. During this warranty period, the Supplier shall replace defective parts or repair the delivery as soon as possible and at their own cost so that the delivery is free of defects and errors of any kind. The warranty period shall also not be shorter than what is generally accepted for the goods and/or industry concerned.

The provisions here do not limit the Customer's ability to demand sanctions for defects.

14 RISK

The risk of damages that occur to the contract object due to an accidental occurrence is transferred to the Customer upon the actual delivery.

15 SUSPENSIONS DUE TO FORCE MAJEURE

If an extraordinary situation arises that is beyond the control of the parties, which makes fulfilment of the obligations pursuant to this agreement impossible, and this situation is deemed to be force majeure under Norwegian law, then the other party shall be notified without undue delay. The obligations of the affected party are suspended for as long as the extraordinary situation continues. The other party's obligations in return are suspended for the same period.

In force majeure situations, the other party may only terminate the agreement with the consent of the party affected or if the situation lasts or is expected to last for more than 30 calendar days calculated from the date the situation arose, and then only with 14 days' notice. Each of the parties covers their own costs connected with terminating the contractual relationship. The Customer pays the agreed price for the part of the delivery that was contractually delivered prior to the agreement terminating. Other claims because of terminating the agreement under this provision cannot be set forth.

16 TRANSFERRING RIGHTS AND OBLIGATIONS

The parties cannot transfer their rights or obligations under this contract to a third party without the advance, written consent of the other party. Consent may not be denied without a valid reason.

If the Supplier merges or splits apart, the Customer is entitled to cancel the contract immediately.

17 CHANGE

If one of the parties, after entering into the contract, needs to change the requirements for the contract object or the compensation, schedules or other assumptions in the contract in such a way that the nature or scope of the contract will be changed, the other party can request a change agreement. The demand for changes shall be considered as a tender that requires the other party's acceptance.

Changes to the contract must be made in writing, and must be signed by the parties. Changes are entered continuously in Appendix 2 and each change is given a unique number (change agreement number).

18 CONFIDENTIALITY

Information that one party becomes aware of in connection with the contract and the implementation of the contract must be treated with confidentiality and must not be made available to outside parties without the written consent of the other party.

The duty of confidentiality applies to the parties' employees, subcontractors and third parties who are acting on behalf of a party in connection with implementing the Contract. The duty of confidentiality also applies after the termination of the agreement.

The Customer is bound by the provisions of the Norwegian Public Administration Act of 10 February 1967 and the Norwegian Freedom of Information Act of 19 June 2006.

19 DISPUTES

19.1 Choice of law and jurisdiction

The parties' rights and obligations under this agreement shall in their entirety be governed by Norwegian law. The Bergen district court is the venue for disputes arising under the contract.

19.2 Negotiations

If there is a dispute regarding the rights and obligations of the parties during or in connection with this contract, the parties shall first seek to reach an agreement through negotiations

19.3 Legal proceedings or the use of an arbitration tribunal

If negotiations do not succeed within the agreed period, at the latest within 4 weeks after the first negotiation meeting, the dispute shall be resolved with final effect before the Norwegian courts of law.

The parties can alternatively jointly agree that the dispute is to be conclusively resolved by an arbitration tribunal in Norway according to the regular provisions of the Norwegian Arbitration Act of 14 May 2004, No. 25.