

The Ministry of Education and Research

Standard agreement for research and report assignments
(the research agreement)

with appendices

February 2012

Agreement for research and report assignments

Agreement for

<brief description of the Assignment>

has been entered into by and between:

(hereafter called the Commissioned Party)

and

(hereafter called the Principal)

The parties shall sign the last page of the agreement
and the first page of the appurtenant appendices

Contents

1.	General provisions	5
1.1	Scope of the agreement	5
1.2	Appendices to the agreement	5
1.3	Interpretation – order of priorities	5
1.4	Progress plan and delivery date	6
1.5	The parties’ representatives	6
1.6	Key personnel	6
2.	Changes and rescission, etc.	6
2.1	Changes in the Assignment following signing of the agreement	6
2.2	Rescission	6
3.	The parties’ obligations	7
3.1	Scientific integrity	7
3.2	Use of methods and quality assurance	7
3.3	Contribution	7
3.4	Confidentiality	8
3.5	Mutual duty to provide information	8
3.6	Risk and liability for communication and documentation	8
3.7	Use of subcontractors	8
3.8	Pay and working conditions	9
3.9	Rights of other parties	9
4.	Remuneration and terms of payment.....	9
4.1	Remuneration	9
4.2	Invoicing	10
4.3	Interest on overdue payments	10
4.4	Payment default	10
5.	Rights and public disclosure	10
5.1	Proprietary rights and intellectual property rights (“rights”)	10
5.2	Public disclosure	11
6.	Breach on the part of the Commissioned Party.....	12
6.1	What is regarded as breach	12
6.2	Notification duty	12
6.3	Extended deadline	12
6.4	Remedial measures	12
6.5	Sanctions in the event of breach	12
	6.5.1 <i>Withholding payment</i>	12
	6.5.2 <i>Day penalties for delays</i>	13
	6.5.3 <i>Price reduction</i>	13
	6.5.4 <i>Termination</i>	13
	6.5.5 <i>Compensation</i>	13
	6.5.6 <i>Compensation limit</i>	14
7.	Breach on the part of the Principal	14
7.1	What is regarded as breach	14
7.2	Notification duty and complaints	14
7.3	Limitation in the Commissioned Party’s possessory lien	14
7.4	Compensation	14
8.	Other provisions	15
8.1	Insurance	15
8.2	Transfer of rights and obligations	15
8.3	Liquidation, voluntary arrangements, etc.	15
8.4	Force majeure	15

9.	Disputes	16
9.1	Choice of law	16
9.2	Negotiations	16
9.3	Mediation	16
9.4	Court trial or arbitration	16
10.	Signatures	17

Appendices 1–7

1. General provisions

1.1 Scope of the agreement

The agreement concerns research and report assignments where the Commissioned Party shall deliver to the Principal an independent final result, hereafter called the Assignment, for which The Commissioned Party shall be responsible.

The Principal has stated his requirements in Appendix 1 to the agreement.

The Commissioned Party has specified the performance of the Assignment in Appendix 2 to the agreement.

The scope and performance of the Assignment are described in further detail in the appendices incorporated in the agreement below.

The agreement is defined as the general wording of this agreement and appendices.

1.2 Appendices to the agreement

All rows must be marked <i>yes</i> or <i>no</i> :	yes	no
Appendix 1: The Principal's description of the Assignment	Yes	
Appendix 2: The Commissioned Party's specification of the Assignment	Yes	
Appendix 3: Project and progress plan	Yes	
Appendix 4: Administrative provisions	Yes	
Appendix 5: Total price and price provisions	Yes	
Appendix 6: Changes in the general wording of the agreement		No
Appendix 7: Changes in the assignment after signing the agreement	Yes	
Other appendices:		No

1.3 Interpretation – order of priorities

Changes in the general wording of the agreement shall be compiled in Appendix 6, unless the general wording of the agreement refers such changes to another appendix. In the event of conflict the following interpretation principles shall be applied:

1. The general wording of the agreement prevails over the appendices.
2. Appendix 1 prevails over the other appendices.
3. To the extent it is clear and unambiguous which sections have been changed, replaced or supplemented, the following conflict provisions shall apply:
 - a. Appendix 2 prevails over Appendix 1.
 - b. Appendix 6 prevails over the general wording of the agreement.
 - c. If the general wording of the agreement refers changes to an appendix other than Appendix 6, such changes prevail over the general wording of the agreement.

- d. Appendix 7 prevails over other appendices.

1.4 Progress plan and delivery date

The Commissioned Party shall perform the Assignment in compliance with the progress plan in Appendix 3. If the Assignment involves several deliveries or sub-deliveries, Appendix 3 shall state the delivery date for the individual delivery.

If, after 30 (thirty) workdays after delivery of the final result, the Principal has not raised objections, the performance of the Assignment is deemed to have been accepted by the Principal.

1.5 The parties' representatives

Upon signing of the agreement, each of the parties shall appoint a representative who is authorised to act on behalf of the parties in matters concerning the agreement. The authorised representatives for the parties, and procedures and deadlines for replacing the representatives, are specified in Appendix 4.

1.6 Key personnel

The Commissioned Party's key personnel in connection with performance of the Assignment shall be stated in Appendix 4.

Replacement of the Commissioned Party's key personnel shall be approved by the Principal. Approval cannot be refused without objective grounds.

Replacement of personnel due to matters concerning the Commissioned Party does not in itself entail changes otherwise in the agreement.

2. Changes and rescission, etc.

2.1 Changes in the Assignment following signing of the agreement

The parties can demand that changes be made in the agreement and the Assignment should matters arise that materially change the prerequisites for the Assignment. The changes shall be approved by both parties. Changes in the agreement shall be dated, in writing and incorporated in Appendix 7.

2.2 Rescission

If material changes in the prerequisites for the Assignment arise, each of the parties can demand that the Assignment be rescinded within 30 (thirty) calendar days' written notice.

A rescission shall be conducted so that the Assignment is subject to an appropriate discharge of those parts of the work which were initiated in accordance with an agreed plan. The Principal shall undertake to pay for work the Commissioned Party has carried out up until the Assignment is stopped, with the addition of direct costs incurred by the Commissioned Party as a result of the rescission. This applies provided that the rescission is not due to matters concerning the Commissioned Party.

The Principal's right to receive the research results pursuant to Chapter 5 applies to the results available upon rescission.

3. The parties' obligations

3.1 Scientific integrity

The Assignment shall be performed in compliance with recognised scientific and ethical principles. The Assignment shall be founded on the principles for academic freedom within the framework of what has been agreed as regards topics and methods in this agreement. This entails *inter alia* that the Commissioned Party cannot be subject to the imposition that the Assignment shall lead to a specific conclusion.

The results the Assignment leads to shall in principle be made public upon handover to the Principal, see Section 5.2.

The Commissioned Party shall make supporting research material available in accordance with generally accepted practice in this field.

3.2 Use of methods and quality assurance

Methods and other procedures for the Assignment shall be stipulated by the Principal in Appendix 1 in those cases where this is a prerequisite for performance of the Assignment.

The Commissioned Party shall safeguard the academic quality of the Assignment and shall undertake to perform the Assignment in compliance with the agreement and high academic standards. When the research topic and method have been stipulated, it is the Commissioned Party's right and obligation to preside over the academic activities in connection with the performance of the Assignment. Further provisions on quality assurance of the Assignment can be agreed in Appendix 3.

The Commissioned Party shall arrange for permits where necessary. Personal data acquired by the Commissioned Party from other sources to perform the Assignment, shall be processed in accordance with current provisions in the Act of 14 April 2000 no. 31 relating to the processing of personal data (Personal Data Act) and regulations thereto. Further provisions on processing of personal data in the performance of the Assignment can be agreed in Appendix 4 or in a separate appendix.

3.3 Contribution

Both parties shall loyally contribute to the performance of the Assignment.

If the Principal stipulates requirements for his contribution to the performance of the Assignment, these requirements shall be laid down in Appendix 1 and shall be within the framework that follows from Section 3.1. Further provisions on contribution and the practical performance thereto can be agreed in Appendix 3.

3.4 Confidentiality

The Commissioned Party is subject to a duty of confidentiality pursuant to Sections 13–13f of the Public Administration Act and relevant special legislation. This entails *inter alia* that he has a duty to prevent others from gaining access to or knowledge of information he obtains about personal matters in connection with the assignment that may be important not to disclose for competitive reasons.

The Commissioned Party shall also observe confidentiality regarding other matters he gains knowledge of in the performance of the Assignment and which he understands or should understand are important not to disclose.

Information covered by the first or second paragraph, and which is necessary for performance of the Assignment, can be presented in an anonymous form if consent to make public has not been obtained or there is no other legal authority for public disclosure.

The Commissioned Party is responsible for ensuring that informants are guaranteed anonymity in compliance with a declaration of consent and generally accepted research principles, also vis-à-vis the Principal.

3.5 Mutual duty to provide information

Inquiries from the parties shall be responded to without undue delay.

Each of the parties shall without undue delay provide information on matters they understand or should understand may be of importance for the performance of the Assignment.

If a party finds it necessary, the party can convene a meeting with the other party with at least five workdays' notice to discuss the contractual relationship and how the contractual relationship is carried out. Other meeting deadlines and routines can be agreed in Appendix 4.

3.6 Risk and liability for communication and documentation

Both parties shall ensure proper communication, storage and back-up copies of documents and other materials of importance for the Assignment, regardless of the form, including emails and other electronically stored materials.

The Commissioned Party assumes the risk and liability for all materials that are damaged or subject to improper use while under the control of the Commissioned Party.

3.7 Use of subcontractors

The Commissioned Party's use and replacement of subcontractors shall be approved in writing by the Principal. Approval cannot be denied without objective grounds. Approved subcontractors shall be stated in Appendix 4.

The Commissioned Party is liable in full for the performance of subcontractors' tasks in the same manner as if the Commissioned Party was in charge of the performance.

The Commissioned Party shall impose the same duty of confidentiality on subcontractors that applies to the Commissioned Party pursuant to Section 3.4. If necessary, a declaration of confidentiality shall be signed.

3.8 Pay and working conditions

The following applies to agreements covered by the regulations of 8 February 2008 no. 112 relating to pay and working conditions in public contracts:

The Commissioned Party shall ensure that employees in his own organisation or with subcontractors do not have poorer pay and working conditions than what follows from the national collective pay agreement or what is normal for the location and occupation concerned. In areas covered by the regulations relating to general application of the collective agreement, pay and working conditions shall comply with current regulations. These requirements apply to employees who directly contribute to the performance of the Commissioned Party's obligations under the agreement.

The Principal can demand that the Commissioned Party document that these requirements have been fulfilled. If the Commissioned Party does not fulfil this obligation, the Principal is entitled to retain part of the contract sum equal to two times the estimated savings for the Commissioned Party until documentation is provided showing that the matter has been dealt with and corrected.

3.9 Rights of other parties

The Commissioned Party shall undertake to ensure that the Assignment and the performance of the Assignment do not infringe on proprietary rights or intellectual property rights belonging to or controlled by other parties than the Commissioned Party. In this connection the Commissioned Party shall undertake to have agreements with his employees and subcontractors that secure the necessary rights to enable performance of the agreement by the Commissioned Party.

If it comes to the Commissioned Party's attention that the exploitation of the results, including any final report or interim reports, may infringe on the rights of other parties, the Commissioned Party shall immediately notify the Principal in writing.

4. Remuneration and terms of payment

4.1 Remuneration

All prices and specific conditions for the remuneration that the Principal shall pay for the Commissioned Party's services are stated in Appendix 5. All prices are stated exclusive of value-added tax and are in NOK.

Expenditures will be covered to the extent they have been agreed. Travel and per diem costs shall be specified and will be covered in accordance with the current State rates unless otherwise agreed. Travel time is only to be invoiced if agreed in Appendix 5.

If remuneration is to be based on current hours, an estimate of the number of hours shall be stated in Appendix 5. If the Commissioned Party sees that the estimate will be overrun by more than 10 (ten) per cent, the Commissioned Party shall immediately notify the Principal in writing. The Commissioned Party shall state the cause of overrun in the notice and the estimated time the remaining work will take. A potential price reduction in the event of an estimate overrun is stated in Appendix 5.

4.2 Invoicing

All invoicing of public enterprises shall be done electronically in accordance with the State's stipulated standard format (EHF – electronic trade format), unless the Principal's organisation cannot facilitate receipt of EHF. The same applies to reminders and credit notes.

Payment will be effected according to the invoice per 30 (thirty) calendar days. The Commissioned Party's invoices shall be specified and documented so that the Principal can easily check the invoice against the agreed compensation. All invoices for current hours shall be appended with a detailed specification of hours accrued. Expenditures shall be specified separately.

The payment schedule and other payment terms are stated in Appendix 5. Compensation based on current hours shall be invoiced in arrears per month unless otherwise agreed in Appendix 5. In such case, the invoiced amount shall cover the hours accrued up until the time of invoicing, plus any expenditures incurred in the same period.

4.3 Interest on overdue payments

If the Principal does not make payments on time, the Commissioned Party shall be entitled to interest on the amount due for payment, cf. the Act of 17 December 1976 no. 100 relating to Interest on Overdue Payments, etc.

4.4 Payment default

If overdue payment for compensation with the addition of interest thereof has not been effected within 30 (thirty) calendar days of the due date, the Commissioned Party can submit a written notice to the Principal stating that the agreement will be rescinded if payment is not effected within 30 (thirty) calendar days after the notice has been received.

The agreement cannot be rescinded if the Principal pays the overdue compensation with the addition of interest thereof within the expiry of the deadline.

5. Rights and public disclosure

5.1 Proprietary rights and intellectual property rights (“rights”)

In Appendix 6 the parties can agree on the rules to be applied to the matter of rights in the contractual relationship. The following applies unless otherwise agreed:

The Commissioned Party retains the rights to the results of the Assignment with the limitations that follow from the Principal's right of beneficial use.

The Principal shall be entitled to use the results of the Assignment in its activities and grant other parties a similar right to use the results. The right of beneficial use includes the right to produce copies of any final report or interim reports resulting from the Assignment, the right to make the results of the Assignment available to the general public in accordance with Section 5.2 and the right to use the results in further research and reports. The right of beneficial use does not comprise commercial exploitation unless otherwise agreed.

The rights under the second and third paragraphs also apply to raw data resulting from the performance of the Assignment.

In connection with the assignment the Principal or Commissioned Party can bring in know-how, information and materials (“background knowledge”) protected by proprietary rights, intellectual property rights or as trade secrets and which have been produced independent of the Assignment. Examples of background knowledge are analysis tools, methodology and raw data. The Commissioned Party can use such protected background knowledge to the extent this is necessary to perform the Assignment and can also use the Principal’s raw data in research that is not commissioned by the Principal. The Principal shall be entitled to use such protected background knowledge from the Commissioned Party to the extent this is necessary to exploit the rights to the results of the Assignment under this agreement.

The Principal and the Commissioned Party cannot use the results of the Assignment, background knowledge and raw data in such a manner that infringes on the duty of confidentiality under Section 3.4 or statutes or other agreements, or if the use conflicts with a third party’s rights.

Originators are entitled to be named in keeping with proper usage, cf. Section 3 of the Copyright Act. All use of the results of the Assignment shall take place with the framework for generally accepted research practice. In the results the Commissioned Party must also state to what extent the Principal has funded the Assignment.

5.2 Public disclosure

The results of the Assignment shall be made public after handover to the Principal. If the Principal does not make the results public within three weeks of handover, the Commissioned Party shall be entitled to do so. The party making the disclosure decides where and in which manner this is done unless otherwise is agreed in Appendix 6.

To the extent legitimate considerations so dictate, a party can demand that public disclosure be postponed. Legitimate considerations can be that a party shall have a reasonable period of time in which to secure protection of the results through a patent application or because this is necessary due to competitive reasons or other current research work, or if there are considerations that allow postponed disclosure pursuant to the Freedom of Information Act of 19 May 2006 no. 16. Any patent applications must be filed no later than six months after the conclusion of the Assignment.

The Commissioned Party and his employees that have contributed to the performance of the Assignment can publish scientific results from the Assignment. The publication must state that it has been prepared in connection with an assignment funded by the Principal.

When communicating the results of the Assignment externally, the Commissioned Party shall undertake to name the originator in keeping with proper usage, cf. Section 3 of the Copyright Act. The extent to which the Principal has funded the assignment must also be stated.

6. Breach on the part of the Commissioned Party

6.1 What is regarded as breach

The Commissioned Party is in breach of the agreement if his services are not in accordance with what has been agreed. The Commissioned Party is also in breach of the agreement if he does not fulfil other obligations under the agreement.

The Commissioned Party is nevertheless not in breach of the agreement if the situation is due to circumstances on the part of the Principal or force majeure, cf. Section 8.4 of the agreement.

The Principal shall file a complaint in writing as soon as possible after the breach is or should have been detected.

6.2 Notification duty

If the Commissioned Party's services cannot be delivered as agreed, the Commissioned Party shall notify the Principal in writing. The notice shall state the cause of the problem and if possible indicate when the Assignment can be delivered. The same applies if further delays can be expected after the first notice was submitted.

6.3 Extended deadline

The Commissioned Party may request an extended deadline in the event of overrun of the project plan and progress plan. The deadline must be approved in writing by the Principal in order to be applicable.

During the period of the extended deadline the Principal cannot impose day penalties or claim compensation as a result of the delay.

The extended deadline has no effect on the Principal's right to impose day penalties or claim compensation accrued prior to the extended deadline.

6.4 Remedial measures

The Commissioned Party shall commence and carry out the work of remedying any breach of the Assignment without undue delay by making repairs, re-delivering or making additional deliveries at no extra costs for the Principal.

6.5 Sanctions in the event of breach

6.5.1 Withholding payment

In the event of breach on the part of the Commissioned Party, the Principal may withhold payment, but by an amount no higher than what is obviously necessary to secure the Principal's claim in consequence of the breach.

6.5.2 Day penalties for delays

In the event of non-compliance regarding the agreed date for delivery or other deadlines subject to day penalties as agreed by the parties in Appendix 3, and this is not due to force majeure or circumstances on the part of the Principal, then the Commissioned Party is deemed to have caused a delay that is subject to day penalties.

The day penalty accrues without necessitating the lodging of a claim. The day penalty amounts to 0.15 per cent of the total compensation for the Assignment, excluding value-added tax for each calendar day the delay lasts, but limited to maximum 100 calendar days.

Other day penalty rates and other day penalty periods can be agreed in Appendix 5.

The Principal cannot terminate the agreement while the day penalty remains in force. However, this time limit does not apply if the delay is due to intentional or grossly negligent circumstances on the part of the Commissioned Party or parties for which he is liable.

If only part of the agreed service is delayed, the Commissioned Party can demand a reduction of the day penalty proportionate to the Principal's opportunity to utilise that part of the services which has been delivered.

6.5.3 Price reduction

If the Commissioned Party is unsuccessful in remedying a defect within a reasonable period of time, the Principal can demand a proportionate reduction in the contract sum.

6.5.4 Termination

In the event of material breach, the Principal can terminate the agreement with immediate effect after having given the Commissioned Party written notice and a reasonable deadline by which to remedy the matter.

In the event of delays, material breach is deemed to have occurred when delivery has not taken place by the time the maximum day penalty has been reached or after the expiry of an extended deadline if this expires later.

If the breach is of such a nature that the Principal has little or no use of the services delivered, then the Principal, in connection with termination, can demand repayment of compensation for hours accrued and any expenses the Commissioned Party has been refunded under the agreement, with the addition of interest equal to NIBOR plus 1 percentage point from the time payment was effected. The Principal shall, however, pay for services delivered in accordance with the agreement prior to the termination date, to the extent the Principal can utilise these services as intended.

6.5.5 Compensation

The Principal can demand compensation for any direct loss that can reasonably be traced back to delays, defects or other breaches on the part of the Commissioned Party.

Day penalties will be deducted from any compensation for the same delay.

6.5.6 Compensation limit

Compensation for indirect loss cannot be claimed. Loss of data is deemed to be an indirect loss except where this is due to data processing for which the Commissioned Party is responsible under the agreement.

Total compensation during the agreement period is limited to an amount equal to the contract sum excluding value-added tax or an agreed estimate for the Assignment.

The limitations in the first and second paragraphs are not, however, applicable if the Commissioned Party or parties for which he is liable have acted with gross negligence or intent.

7. Breach on the part of the Principal

7.1 What is regarded as breach

The Principal is in breach of the agreement if he does not fulfil his obligations under the agreement.

The Principal is nevertheless not in breach of the agreement if the situation is due to circumstances on the part of the Commissioned Party or force majeure.

The Commissioned Party shall file a complaint in writing and as soon as possible after the breach is or should have been detected.

7.2 Notification duty and complaints

If the Principal cannot fulfil his obligations under the agreement, including deadlines, the Principal shall notify the Commissioned Party about this in writing as soon as possible. The notice shall state the cause of the problem and if possible indicate when the Principal can fulfil his obligations.

7.3 Limitation in the Commissioned Party's possessory lien

The Commissioned Party cannot withhold services in consequence of the Principal's breach unless such breach is material.

7.4 Compensation

The Commissioned Party can claim compensation for any direct loss that can reasonably be attributed to the breach unless the Principal can substantiate that breach cannot be attributed to the Principal.

The compensation limit in Section 6.5.6 is similarly applicable.

8. Other provisions

8.1 Insurance

A party that is a public enterprise is his own insurer. If the party is not his own insurer, he must have insurance policies that cover claims from the opposite party on account of the risk or liability which the party bears according to the agreement. This obligation is met if the party takes out liability and risk insurance on terms that are normal in Norwegian insurance activities.

8.2 Transfer of rights and obligations

If the Principal is a public enterprise, he may transfer his rights and obligations under this agreement to another public enterprise. The enterprise to which rights and obligations are transferred is entitled to the same terms and conditions, provided all the rights and duties of the agreement have been transferred.

A party may only transfer his rights and obligations according to this agreement upon the written consent of the other party. This also applies for mergers or demergers of a party. Consent cannot be denied without fair reason.

The right to compensation according to this agreement may be freely transferred. Such a transfer does not relieve the relevant party from his obligations and liability.

8.3 Liquidation, voluntary arrangements, etc.

If debt settlement proceedings, voluntary arrangements, liquidation or any other type of creditor control is instituted against the Commissioned Party, the Principal is entitled to terminate the agreement with immediate effect.

8.4 Force majeure

If an extraordinary situation should arise beyond the parties' control which renders it impossible to fulfill obligations under this agreement and which according to Norwegian law must be considered force majeure, the opposite party must be informed as soon as possible. The afflicted party's obligations are suspended for as long as the extraordinary situation lasts. The other party's consideration is suspended for the same period.

The opposite party may in force majeure situations only terminate the agreement with the afflicted party's consent, or if the situation lasts or is expected to last more than ninety (90) calendar days from the date it arose, and then only with fifteen (15) calendar days' notice.

In connection with force majeure situations the parties have a mutual duty to keep each other informed concerning all matters that must be presumed to be of importance for the other party. Such information must be provided as soon as possible.

9. Disputes

9.1 Choice of law

The parties' rights and obligations under this agreement are determined in their entirety by Norwegian law.

9.2 Negotiations

Should a dispute arise between the parties concerning the interpretation or legal effects of this agreement, the parties must first seek to solve the dispute through negotiations.

9.3 Mediation

If a dispute concerning this agreement has not been resolved following negotiations, the parties may attempt to solve the dispute through mediation.

The parties may choose to apply the Norwegian Bar Association's rules for mediation by a lawyer, perhaps modified according to the wishes of the parties. This presupposes that the parties agree on a mediator with the expertise which the parties believe is appropriate for the dispute.

The more detailed mediation procedure will be determined by the mediator in consultation with the parties.

9.4 Court trial or arbitration

If a dispute is not solved through negotiations or mediation, either party may demand the dispute to be decided with final effect in a Norwegian court of law.

The Principal's business address is the correct legal venue.

As an alternative, the parties may agree to have the dispute decided with final effect through arbitration in Norway pursuant to the Act of 14 May 2004 no. 25 relating to Arbitration.

10. Signatures

Place and date:

The Principal's signature

The Commissioned Party's signature

This agreement will be signed in two copies, one for each party.

Appendix 1 The Principal's description of the Assignment

The Principal's requirements for the Assignment are described here, including any requirements for choice of method and other procedures, for quality assurance, for contributions and for deliveries. This determines what must finally be delivered from the Commissioned Party, and is also important for what must be considered deficiencies, etc.

Appendix 2 The Commissioned Party's specification of the Assignment

The Commissioned Party must specify the performance of the Assignment in response to Appendix 1.

Appendix 3 Project plan and progress plan

The project plan and progress plan for the Assignment will be included here.

Progress plan for the Assignment:

<To be filled in with the relevant deliveries, sub-deliveries and activities with the associated schedule, start-up date and delivery date for the deliveries>

The agreement's Section 6.5.2, Day penalties for delays

Day penalties will be imposed when the following deadlines are exceeded:

Appendix 4 Administrative provisions

This appendix contains administrative routines for the agreement relationship and cooperation between the parties.

The agreement's Section 1.5, The Parties' representatives:

Authorised representatives for the parties:

For the Principal:

Name

Title

Address

Telephone

E-mail

For the Commissioned Party:

Name

Title

Address

Telephone

E-mail

If the authorised representative for a party is replaced, the other party must be informed of this *<enter the number of days>* working days in advance.

The following procedures for replacement of an authorised representative also apply:
<To be completed if one wants to establish a routine/procedure for replacement of an authorised representative>

The agreement's Section 1.6, Key personnel

The Commissioned Party's key personnel:

Name	Position	Area of competence	Contribution as a percentage
<i><name></i>	<i><project manager></i>	<i><area of competence></i>	<i>< x > %</i>
<i><name></i>	<i><researcher></i>		
<i><name></i>	<i><quality assurance officer></i>		

The agreement's Section 3.7, Use of subcontractors

The Commissioned Party's approved subcontractors:

Name	Organisation no.	Field of deliveries	Contribution as a percentage

Appendix 5 Total price and price provisions

All prices and further terms and conditions for the compensation which the Principal must pay for the Commissioned Party's services, must be shown here. The total prices and final compensation must be stated in Appendix 5.

The agreement's Section 4.1, Compensation

Choose the relevant option below or make your own itemisation. Cross out options that will not be used.

Fixed price

	Currency	Amount	
Price for assistance			excl. VAT
VAT %			
Contract amount			incl. VAT

The agreement's Section 4.2, Invoicing

Payment for the Assignment is invoiced after completion and delivery has taken place.

Invoice address

<Write the Principal's invoice address>

The invoice must be marked:

<Write the Principal's requirements concerning invoicing reference>

Appendix 6 Changes in the general wording of the agreement

According to Section 1.3 of the agreement, changes in the general wording of the agreement must be included in Appendix 6, unless the general wording of the agreement specifically refers such changes to another appendix.

Changes may be made in all sections of the agreement, even where it has not been stated clearly that such changes may be agreed. Changes in the wording of the agreement must be shown here, so that the text in the general wording of the agreement remains unchanged. It must be shown clearly and unambiguously what provisions in the agreement the changes concern.

Section	To be replaced by

Appendix 7 Changes to the Assignment after the agreement has been signed

Any changes to the Assignment after the agreement has been signed must comply with the procedures in Section 2.1 of the agreement, and must be made in writing. The Commissioned Party must keep a continuous record of the changes that make up this appendix. Laws and regulations relating to public procurements restrict the opportunities of changing the Assignment once the agreement has been signed.

No.	Date	The change concerns	