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| May 2022 |
| agreementSUB-SUPPLIER AGREEMENTThe Sub-supplier Agreement can be used as a framework agreement in contractual relationships where one or more engineers are jointly to act as independent sub-suppliers. The Sub-supplier Agreement can also be used for an engineer who wants to use sub-suppliers for delivering a service on behalf of a customer. [*Note that all places where the text is in italics, information must be inserted, a choice between more options must be made, or an additional choice or de-selection must be made.]* |
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| Contact[Write to IDA](https://english.ida.dk/legal-advice)+45 33 18 48 48 | Kalvebod Brygge 31-331560 Copenhagenida.dk |

**SUB-SUPPLIER AGREEMENT**

Between the undersigned

 [*insert name*]

 [*insert address*]

 [*insert town/city and postal code*]

[*insert any CVR number*]

 (the "Sub-supplier")

and the co-signatory

 [*insert name*]

 [*insert address*]

 [*insert town/city and postal code*]

 [*insert any CVR number*]

 (the "Supplier")

The following agreement on the Sub-supplier's delivery of consultancy services in connection with the Supplier's performance of consultancy work for the Customer/Customer's Customer (the "Customer").

Nature, scope, fee, time period etc. concerning the Sub-supplier's delivery of consultancy services are described in a separate job appendix (the "Job").

**1.** **INTRODUCTION AND SCOPE OF THE AGREEMENT**

1.1 The Agreement enters into force on the parties' signatures.

1.2 The Sub-supplier must deliver the consultancy services as described in the Job in the name of the Supplier.

1.3 The Supplier will make relevant methods and tools available to the Sub-supplier for the purpose of the Job, but the Sub-supplier is also entitled to use own concepts and suitable materials.

1.4 The Sub-supplier is responsible for performing the Job, including the responsibility for ensuring timely and non-defective performance.

1.5 "Back-to-back" terms apply between the Supplier and the Sub-supplier. Back-to-back" terms mean that all claims that the Customer can submit against the Supplier concerning the Sub-supplier's delivery of the Job, may be submitted by the Supplier vis-à-vis the Sub-supplier.

1.6 The Supplier is obliged to enclose provisions in the contract with the Customer which can be of importance to the Sub-supplier's circumstances in accordance with this Agreement.

1.7 It is expected that the Sub-supplier at any time and in every respect acts loyally to the Supplier and the Customer and endeavours to appear as a worthy representative of the Supplier.

**2.** **FEE AND WORKING HOURS**

2.1 The fee is specified in the Job.

2.2 The Sub-supplier is entitled to honour any claim for time recording which the Customer or the Supplier may make.

2.3 Travel expenses outside the capital area are invoiced according to vouchers. Travelling time is not invoiced unless agreed.

2.4 At the end of a calendar month, the Sub-supplier must send an invoice to the Supplier. The Consultant's fee is payable 8 days after the date of the invoices sent by the Consultant.

2.5 Due amounts carry interest at the statutory interest applicable from time to time.

2.6 Usual working hours are on weekdays between 8 am and 6 pm.

2.7 Overtime work and weekend work only takes place according to agreement and according to the agreed hourly rate.

2.8 In the event of illness, the Supplier's affiliated project manager is contacted as soon as possible.

2.9 Holidays and days off are previously agreed between the Parties.

**3.** **FEE**

3.1 If the Sub-supplier supplies the Supplier with consultancy services from its own customers, a fee of 15% of the project sum accrues to the Sub-supplier. If subsequently, within a 12-month period, other projects are established for the Supplier with the same customer, a fee of 7.5% of the project sum accrues to the Sub-supplier.

3.2 If the Sub-supplier supplies the Supplier with information about a customer's interest in one of the Supplier's products, and if this customer chooses to buy the product within a period of six months, a fee of 15% of this sale accrues to the Sub-supplier. If subsequently, within a six-month period, further products from the Supplier are sold to the same customer, a fee of 7.5% of the subsequent sales accrues to the Sub-supplier.

**4.** **TRAINING AND KNOWLEDGE TRANSFER**

4.1 The Supplier is obliged to train the Sub-supplier in the Supplier's tools and methods making the Sub-supplier able to deliver the Job.

4.2 The Sub-supplier is to participate in training which in the Supplier's view is necessary to deliver the Job.

4.3 The Sub-supplier is not entitled to invoice the Supplier for the time consumed for this training.

4.4 The Sub-supplier is obliged to participate in training of a new consultant which in the Supplier's view is necessary so that this new consultant can deliver the Job if the Sub-supplier:

* ceases to work with the Job without previous agreement
* for any other reason proves to be unable to complete the Job.

4.5 The Sub-supplier is not entitled to invoice the Supplier for the time consumed for this training. However, the Sub-supplier is entitled to invoice its time if the training exceeds 10 days.

**5.** **NON-SOLICITATION CLAUSE**

5.1 The Sub-supplier must abstain from – directly or indirectly, bypassing the Supplier – establishing a business relation to the Customer during the term of the Job and for a subsequent period for the double duration, however at least six months and at most 12 months. This obligation is not limited to the project which the Job concerns.

5.2 The above provision means, i.a. but not exhaustively, that the Sub-supplier renounces the entering into of an agreement on the delivery of consultancy services or other services to the Customer.

**6.** **CONFIDENTIALITY CLAUSE**

6.1 The Sup-supplier must observe unconditional silence and confidentiality as regards information which has not already been legally published concerning the Supplier and/or Customer's affairs. The confidentiality provisions also apply after the cessation of this Agreement irrespective of the reason for the cessation.

6.2 The Sub-supplier may not issue any public notification about this Agreement or publish the entire content of the Agreement or parts thereof.

6.3 The Sub-supplier may not without the Supplier's previous written consent refer to the Customer as a reference.

**7.** **RESTRAINING INJUNCTION AND LIMITATIONS**

7.1 The Sub-supplier may only use the Supplier's methods, materials and concepts in connection with the solution of the Job.

7.2 Contravention of the Non-solicitation and/or Confidentiality Clause, see clauses 5 and 6, can be countered through a restraining injunction.

**8.** **LIABILITY IN DAMAGES AND LIABILITY CAP**

8.1 The parties are liable in damages according to the general rules on liability for damages of Danish law.

8.2 The Sub-supplier's liability for matters related to the Job is limited and cannot exceed the amount paid to the Sub-supplier for his work on the Job, however in all events capped to DKK 500,000. However, this does not apply in case of contravention of the Non-solicitation and/or Confidentiality clause.

8.3 The Sub-supplier is not liable for consequential losses, including business interruption, loss of data, lost profit or other indirect losses.

8.4 The Supplier is not liable for debt which the Sub-supplier may incur, including non-payment of VAT, taxes etc.

**9.** **TERMINATION**

9.1 The Parties may terminate the Job at one month's notice.

9.2 The Customer or the Supplier may terminate the Job without notice for objective reasons.

9.3 This Sub-supplier Agreement may be terminated in writing by the Parties giving three months' notice, however not earlier than at the expiry of the Job.

**10.** **COPYRIGHT, KNOWHOW, OWNERSHIP**

10.1 The Customer or the Supplier has the right to the finished solutions, including all intellectual property rights with direct relation to the solution of the Job.

10.2 On finalisation of the Job, the Sub-supplier is obliged to return all material handed over by the Customer or the Supplier.

10.3 The Customer's ownership does not prevent the Sub-supplier's subsequent use of the general knowledge which the Sub-supplier may have acquired in connection with the performance of the Job.

**11.** **BREACH**

11.1 If one of the Parties materially breaches this Agreement, the other Party is entitled to terminate the agreement without notice if the breach has not been remedied seven days after the submission of a written demand.

11.2 The demand must specify the reason for breach and that the Agreement will be terminated if the matter has not been rectified before the expiry of the time limit.

11.3 In the event of material breach, a Party is entitled to compensation for each direct loss as a result of the breach, but see clause 8.

**12.** **ASSIGNMENT**

12.1 None of the Parties is entitled, without the other Party's previous written consent, to assign its rights and obligations under this Agreement to a third party.

**13.** **FORCE MAJEURE**

13.1 According to this Agreement, none of the Parties will be liable in damages vis-à-vis the other Party as regards matters outside the Party's control, including strike and lockout, and which the Party ought not to have taken into account nor should have avoided or overcome on the signing of the agreement.

**14. DISPUTES, VENUE AND CHOICE OF LAW**

14.1 Any dispute or discrepancy, which may arise in connection with this agreement, must be sought to be solved by mediation through Mediationsinstituttet (the Mediation Institute) (www.mediationsinstituttet.dk) and must take place in accordance with the "Rules on handling of cases before the Mediation Institute" applicable from time to time.

When, in the opinion of one or more Parties, a dispute has arisen between the Parties, each Party is entitled to file an application to Mediationsinstituttet on the commencement of mediation.

Mediation does not entail forfeiture of using a remedy such as seizure, arrest and restraining injunctions and does not prevent a Party from instituting legal proceedings before the courts of law in accordance with the statements below, or initiates other legal steps in the context of the dispute to avoid forfeiture of rights due to inactivity or time-barring.

14.2 If a solution cannot be obtained by mediation, each Party is entitled to demand that the dispute be settled before the Danish courts of law. The dispute is determined according to Danish law and with the City Court of Copenhagen as the agreed venue.

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## SIGNATURES OF THE PARTIES

[*insert town/city*] on [*insert day, month, year*] [*insert town/city*], on [*insert day, month, year*]

[*insert name of Sub-supplier*] [For the Supplier]