**CONTRACT**

between

[Customer]

[Customer’s address1]

[Customer’s address2]

Company reg. (CVR) no.: [Customer’s CVR no.]

(hereinafter referred to as the **“Customer”**)

and

[Supplier]

[Supplier’s address1]

[Supplier’s address2]

Company reg. (CVR) no.: [Supplier’s CVR no.]

(hereinafter referred to as the **”Supplier”)**

Regarding Delivery of Software-as-a-service

Indholdsfortegnelse

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# Definitions

* **Services as per Order:** Services as per Order as defined in clause 3.
* **Implementation Services:** Implementation Services as defined in clause 3.
* **Contract:** This Contract including all accompanying Appendices and any subsequent amendments.
* **Continuing Services:** Continuing Services as defined in clause 3.
* **Solution:** the software applications(s), provided to the Customer by the Supplier in order to fulfil the Contract.
* **Parties:** The Customer and the Supplier, and in the singular, Party, either of said Parties.
* **Standard Terms:** The Supplier’s standard terms and conditions for the provision of the Services, cf. Appendix 3.
* **Services:** The Solution, Continuing Services, Implementation Services, and Services as per Order as defined in clause 3. The Services are delivered to the Customer as ”Software-as-a-Service” (”SaaS”), which is a way of delivering a cloud service where users access software applications over the internet.

# Background and objective

[Describe the background and purpose of the Contract.]

This Contract regulates the rights and obligations of the Supplier and the Customer as regards delivery of the Services.

# Services

The Supplier shall deliver the Services described in the Requirements Specification, cf. Appendix 2, in compliance with this Contract and the Standard Terms, cf. Appendix 3.

The Supplier shall deliver the Implementation Services related to the Solution in accordance with Appendix 2. The overall purpose of the Implementation Services is to ensure, that the Customer can use the Solution as intended from the agreed point in time, cf. clause 2.

The Supplier shall deliver Continuing Services, including related and/or integrated Services, as specified in Appendix 2 and Appendix 3.

The Supplier shall, to the extent these are not included in the Implementation Services or the Continuing Services, cf. Appendix 2, or the Standard Terms, cf. Appendix 3, deliver Services as per Order as regards the Solution.

Services as per Order shall, at the Customer’s request, be delivered in accordance with the agreed terms and the hourly rates stated in Appendix 4. Services as per Order are by the hour. The Supplier shall, at the request of the Customer present an estimate of the time needed to provide a Service as per Order. The Service as per Order may be commenced, once the Customer has approved the estimate.

# Delivery

## In General

The Services are deemed to have been delivered, once the Services in question have been made available to the Customer.

## Total Responsibility

The Supplier carries the total responsibility for delivering the Services. The Supplier shall perform any action and provide any service that is a natural or necessary part of the delivery of the Services, regardless of whether the relevant action or service is specifically mentioned in the Contract.

## Place of Delivery

Unless otherwise agreed, the Supplier shall deliver the Services at the Customer’s locations. The Services shall be delivered via the internet as a Software as a Service (SaaS).

[Implementation Services and Services as per Order] may be delivered remotely, e.g. via remote acces, telephone, email or chat, in accordance with Appendix 2, unless otherwise stated in the written agreement between the Parties.

## Time Schedule

[[Alternative 1:] The Suppler shall deliver the Services from the conclusion of the Contract. The Supplier must deliver the Services in accordance with the Customer's schedule or as has been specifically agreed [, cf. Appendix 1]

[[Alternative 2:] The Supplier shall deliver the Services from the following date: [insert date]. The Supplier must deliver the Services in accordance with the Customer's schedule or as has been specifically agreed [, cf. Appendix 1]

[[Alternative 3:] The Supplier must deliver the Services in accordance with the Customer's schedule [, cf. Appendix 1]

# [Organization of the cooperation]

[In order to provide the Services and to promote the necessary co-operation, the Parties must participate loyally in the agreed organization of the co-operation, cf. Appendix 5.]

# Intellectual Property Rights

The Customer has and maintains all rights to any and all data which the Customer entrusts to the Supplier or which is generated or stored as part of the delivery of the Services. The Supplier may not use the Customer's data for anything besides the fulfillment of the Contract. [The Supplier may only use the Customer's data regarding the utilization of the Solution for the purpose of improving the Services and under the condition that data is anonymized.]

The Supplier acknowledges that data in accordance with this provision is considered Customer's confidential information.

Transfer of intellectual property rights, if any, from the Supplier to the Customer in relation to the delivery of the Services shall take place in accordance with the Standard Terms, cf. Appendix 3.

# [The Supplier’s Obligation to Assist The Customer or a New Supplier With Transition in Connection With Termination]

[In connection with a full or partial termination or expiry of the Contract, regardless of the reasons, the Supplier shall be obliged to assist the Customer, to the extent relevant and necessary, in connection with the transfer of all data to the Customer, other suppliers or authorities, in accordance with this clause 7.

After the expiration of the Contract, the Supplier shall, to the extent relevant and necessary, continue to deliver the Services on the terms of the Contract and cooperate with the Customer or any new supplier in connection with the transition to the new supplier.

The Supplier is entitled to remuneration for assistance in connection with transition in accordance with this clause 7 and Appendix 4, provided that the Contract has not been terminated for cause due to Supplier’s breach.]

# Remuneration

Supplier is entitled to remuneration for the delivery of the Services in accordance with the prices stated in Appendix 4.

# Assignment

Either of the Parties may, with the written consent of the other Party, transfer its rights and obligations under the Contract to a third party. Consent may be refused only if the non-transferring Party has legitimate objections of a financial or other nature.

# Duration and Termination

This Contract shall commence on the date of the latest signature, cf. clause 15, and shall stay in effect for […] months, unless terminated at an earlier date in accordance with the Contract.

Both Parties may terminate the agreement in accordance with the Standard Terms.

[Alternative 1: If the Standard Terms do not regulate the Parties’ right to terminate the Contract for convenience or if the notice period stated in Appendix 3 is shorter than […] months, the Parties may terminate the Contract by written notice of […] months to expire at the end of a month.]

[Alternative 2: The Customer may terminate the Contract for convenience by written notice of […] months to expire at the end of a month. The Contract is non-terminable for the Supplier.]

# Personal Data

The Supplier is obliged to ensure that all Danish legislation regarding the processing of personal data in force at any given time is complied with, currently in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing and free movement of personal data and repealing Directive 95/46/EC (General Data Protection Regulation). In this respect, the Supplier is furthermore obliged to comply with Danish provisions supplementing the GDPR, including Act no. 502 of 23 May 2018 on supplementary provisions on the regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (in Danish “databeskyttelsesloven”).

The Supplier is not responsible for ensuring, that the Customer complies with the Customer’s own obligations under the applicable law, including any obligations the Customer has as a data controller.

If the Supplier’s delivery of the Services under the Contract entails the processing of personal data, the Parties shall enter into a data processing agreement, which is compliant with the data protection regulation in force at any given time.

# Amendments

The Contract may only be amended by written agreement between the Parties. Amendments to the Contract are to be numbered consecutively.

# Interpretation

Any provisions in the tender documents, the Supplier’s tender, previous correspondence or the like, not reiterated in this Contract, cannot subsequently be called upon as a basis of interpretation.

# Disputes

The present agreement shall be governed and construed exclusively by Danish law.

If a disagreement arises between the Parties regarding the Contract and its fulfillment, each of the Parties may refer the matter to the Customer and the Supplier's day-to-day manager, who shall then settle the disagreement. If no agreement can be reached between the day-to-day managers, the negotiations must be escalated to the steering group. If an agreement is not reached within the steering group, the disagreement must then be escalated to a higher level in the Parties' organizations.

If the Parties cannot reach a solution by negotiation within 5 working days, each of the Parties may request dispute resolution in accordance with the Arbitration Institute's "Rules for legal/technical opinions in IT cases" and the process described therein.

If neither Party has wished to make use of the option of dispute resolution by a technical and/or legal expert, or the dispute has not been resolved through such resolution, the dispute shall, at the request of either Party, be resolved through mediation led by a mediator appointed by the Parties. If the Parties have not reached an agreement on the choice of mediator within 10 working days after one of them has submitted a request for mediation, either Party may submit an application to the Association of Danish IT Lawyers (DITA) regarding the appointment of a mediator. Mediation is carried out in accordance with DITA's mediation procedure.

Mediation is initiated by one of the Parties sending a written demand notice for mediation to the other Party with a copy to DITA. The mediator must be appointed by DITA no later than 10 working days after DITA receives notice of demand for mediation.’

If the Parties are unable to resolve the dispute through mediation, each of the Parties is entitled to demand that the dispute be settled definitively by arbitration. The dispute is settled by arbitration in accordance with the "Rules for the processing of arbitration proceedings at the Danish Arbitration Institute", as these are in effect at the time of the commencement of the arbitration proceedings.

The arbitration tribunal is designated by the Arbitration Institute in accordance with the "Rules for the processing of arbitration proceedings at the Danish Arbitration Institute". Unless the Parties agree otherwise, the arbitration tribunal shall be made up of three judges. If the dispute is to be decided by three judges, the complainant may, in their statement of complaint, make a proposal as to who will be their arbitrator. The defendant may, in their reply, make suggestions as to who will be their arbitrator. The third arbitrator, who is the chairman of the arbitration tribunal, shall be proposed by the Arbitration Institute, unless the Parties jointly propose a chairman prior to the expiry of the time limit for the respondent's reply. The parties agree to jointly seek to appoint a chairman after obtaining a recommendation from DITA.

[Alternative: If the Parties cannot resolve the dispute through mediation, either of the Parties may bring the dispute before the Copenhagen City Court.]

# Signatures

The Contract is signed by both Parties.

City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of the Customer: On behalf of the Supplier:

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Name: Name:

Title: Title: