**SUBCONTRACTOR AGREEMENT**

This Subcontractor agreement can be used as a framework agreement in contractual relationships where one or more united must act as independent subcontractor. A Djøfer, who wishes to use a subcontractor at delivery of a service for a customer, can also use the subcontractor agreement.

[*Please notice that in all places in this text marked with italics either information must be entered, a choice must be made between different opportunities, or selected or deselected. Delete sections that are not relevant, for example selection 3*]

**SUBCONTRACTOR AGREEMENT**

Between signatory

[*Insert name]*

*[Insert address]*

*[Insert city and postal code]*

*[Insert optionally CVR-number]*

(Hereafter known as the Subcontractor)

And co-signatory

[*Insert name]*

*[Insert address]*

*[Insert city and postal code]*

*[Insert optionally CVR-number]*

(Hereafter known as the Supplier)

There is entered an agreement on the Subcontractors delivery of consultancy services in relation to the Suppliers execution of consultant work for the customer/customer of the customer (in the following: Customer).

The nature, extent, fee, period etc. concerning the Subcontractors delivery of consultancy services are described in a separate assignment appendix (in the following: “the Assignment”)

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

1.1 The Assignment enters into force at the parties’ signature

1.2 In the name of the Supplier, the Subcontractor must provide the consultancy services as described in the Assignment.

1.3 The Subcontractor will be made relevant methods and tools available by the Supplier to use for the Assignment, but is also justified to use his/hers own concepts and suitable materials.

1.4 The Subcontractor is responsible for the fulfilment of the Assignment, including the responsibility of ensuring a punctual and faultless fulfilment.

1.5 Between the Supplier and the Subcontractor, “back-to-back” terms apply. By “Back-to-back” terms man that any claim that the Customer may claim against the Supplier to the Subcontractors delivery of the Assignment, the Supplier can claim against the Subcontractor.

1.6 The Supplier is obligated to enclose regulations in the contract with the Customer, which may be of important to the Subcontractor according to this contract

1.7 It is expected that the Subcontractor at any time and in all respects perform in a loyal way towards the Supplier and the Customer, and make an effort to appear as a worthy representative of the Supplier.

**2. FEE AND WORKING HOURS**

2.1 The Fee is specified in the Assignment.

2.2 The Subcontractor is obliged to meet any demand for time recording, as the Customer or The Supplier may make.

2.3 Travel expenses are invoiced by attachment, unless otherwise agreed.

2.4. The Subcontractor must send an invoice to the Supplier by the end of a calendar month. The Subcontractor’s payment is due for payment 8 days after the date of the invoices sent by the Subcontractor.

2.5 Amounts due will be interestable at the current rate of interest.

2.6 The location of the working hours appears in the Assignment

2.7 Overtime and work in the weekends may only happen by agreement and in agreed hourly rate.

2.8 In case of illness, the Supplier’s associated project manager must be contacted as soon as possible.

2.9 Holidays and days off should be agreed upon in advance between the Parties.

**3. FEE**

3.1 If the Subcontractor provides the Supplier with consultant tasks from his own customers, the Subcontractor charges a fee of 15% of the project amount. If subsequently, within a period of 12 months, additional projects are established to the Supplier with the same customer, the Subcontractor charges a fee of 7.5% of the project amount.

3.2 If the Subcontractor provides the Supplier with information about a customer's interest in one of the Supplier's products or services, and this customer choose to purchase this product or service within a period of 6 months, the Subcontractor charges a fee of 15% of this sale. If subsequently, within a period of 6 months, additional products or services from the Supplier to the same customer are sold, the Subcontractor charges a fee of 7.5% of the subsequent sale.

**4. KNOWLEDGE TRANSFER**

4.1 The Supplier is obliged to transfer relevant knowledge to the Subcontractor including Supplier's tools and methods that make Subcontractor able to deliver the Assignment.

4.2 The Subcontractor is obliged to participate in the knowledge transfer, which, in the opinion of the Supplier, is necessary to deliver the task.

**5. CONFIDENTIALITY CLAUSE**

5.1 The Subcontractor must observe unconditional silence and confidentiality regarding information that have not already been lawfully made public, relating to the Supplier and/or the Customers relationship. The confidentiality clause does also apply after the termination of this Agreement regardless of the reason for termination.

5.2 The Subcontractor may not disclose public notice about this Agreement or publish all or part of the content of this Agreement.

5.3 The Subcontractor may not without prior consent from the Supplier refer to the Customer as reference.

5.4 References is moreover made to the Business Secrets Act (Lov om forretningshemmeligheder)

**6. LIABILITY AND – COMPENSATION**

6.1 The Parties are liable under Danish law’s general compensation rules.

6.2 The Subcontractor’s responsibility in relation to conditions in the Assignment is limited and cannot exceed that amount, which the Subcontractor has been paid for the work on the Assignment in the latest 6 months, however, in all cases no more than DKK 500.000,00.

6.3 The Subcontractor is not responsible for consequential damages, including operating loss, loss of data, lost profit or other indirect loss.

6.4 The Supplier is not liable for debt, which the Subcontractor may incur, including non-payment of VAT, tax and the like.

**7. Resignation**

7.1 The parties can terminate the Assignment with 1 month’s notice.

7.2 This Subcontracting Agreement may be terminated in writing with a notice of 3 months by the Parties, but may earliest end by the expiration of the Assignment.

**8. COPYRIGHT KNOWHOW PROPERTY RIGHTS**

8.1 The Customer or the Supplier have the right to the finished solutions, including every Intellectual Property Rights, which are directly related to the Assignments solution.

8.2 By the end of the Assignment, the Subcontractor is obliged to return all materiel, which have been extradited by the Customer or the Supplier.

8.3 The Customer’s property rights does not prevent the Subcontractor’s subsequent application of the general knowledge, which the Subcontractor may have acquired in relation to the execution of the Assignment.

**9. BREACH OF CONTRACT**

9.1 If any of the parties are in material breach in this Agreement, the other party is entitled to terminate the Assignment without notice, if the violation is not brought to an end within 7 days after the dispatch of a written request.

9.2 The written request must specify the default, and that the Agreement will be terminated, if the default is not corrected before the expiry of the deadline.

9.3 I case of material breach, a party is entitled to compensation for any direct loss arising from the breach, cf. however section 6.

**10. TRANSFER**

10.1 Neither of the parties is entitled to entrust his/hers rights and obligations in relation to this Agreement to a third party without the other party’s prior consent.

**11. FORCE MAJEURE**

11.1 None of the Parties shall in relation to this Agreement be liable towards the other party, in the case of conditions beyond the control of the Party, including strike and lockout, and which the party upon signing the agreement should not have considered and neither should have avoided or overcome.

**12. DISPUTES, JURISDICTION AND CHOICE OF LAW**

12.1 In the event of a dispute arising out of or relating to this contract, the parties shall seek settlement of the dispute by mediation arranged by Mediationsinstituttet (The Danish Mediation Institute, www.mediationsinstituttet.dk) in accordance with the “Rules of Procedure of Mediationsinstituttet”.

If, in the opinion of one or more of the parties, a dispute or a disagreement has arisen between them, either party shall be entitled to file a request with Mediationsinstituttet for commencements of mediation proceedings.

The mediation clause does not prevent either of the parties to initiate litigation proceedings in order to pursue a provisional remedy that is authorized by law or because of statutes of limitation etc.

12.2 If the dispute is not settled after completion of mediation, either of the parties are entitled to seek settlement of the dispute through the Danish courts. The dispute is settled according to Danish law and with the Danish Courts as agreed upon jurisdiction.

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**SIGNATURES OF THE PARTIES**

[*insert city*], the [*insert date, month, year*] [*insert city*], the [*insert date, month, year*]

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[*insert the name of the Subcontractor*] [For the Supplier]