



UDENRIGSMINISTERIET
*Ministry of Foreign Affairs
of Denmark*

CONSULTANCY AGREEMENT

For purchases below the thresholds for EU public procurement
Regarding **Energy and resources Screenings, conducted by a Danish expert to French
industrials**

Case/ ID No. 2023 - 677

Between:

The Danish Embassy in Paris
77 Avenue Marceau
75116, Paris

(hereinafter "MFA")

and

[Consultant's name]

[Consultant's address]

(hereinafter "Consultant")

WHEREAS, the Consultant shall perform the services and deliver as further set out in Appendix 1 and Appendix 2 (hereinafter "Services") in the capacity of an independent contractor under the terms and conditions of this document and the appendices listed in Article I (hereinafter "Agreement") as well as under applicable law and practice without holding himself out as an employee, partner or agent of the MFA, and without signing any document or entering into any contract or agreement which might bind the MFA.

THE MFA AND THE CONSULTANT AGREE AS FOLLOWS:

Article I. Agreement and Interpretation

The Agreement consists of this document and the following additional appendices: Appendix 1 – Terms of Reference; Appendix 2 – Contract Price and Services; Appendix 3 – CSR Requirements and Labour Clause.

In case of conflict, the provisions of this document take precedence over the provisions of Appendices.

Any data processing agreement concluded between the MFA and the Consultant, cf. Article V, shall also be deemed to form and be read and construed as part of the Agreement.

Amendments to this Agreement shall only apply once a written addendum has been duly signed by both the MFA and the Consultant.

Article II. Services and Delivery

The Consultant shall perform the Services as specified by the MFA in Appendix 1 and the Consultant in Appendix 2 in accordance with this Agreement.

The Consultant shall to the greatest extent possible avoid replacing staff assigned to perform the Services. If a replacement is necessary, this can only be done with the prior written acceptance of the MFA. Such acceptance shall not be unreasonably withheld. In case of replacement of staff, the new team member must have at minimum the same qualifications as the replaced staff. Upon request the Consultant must be able to submit documentation for the qualifications of the staff allocated to perform the Services. Where staff are replaced, all cost of replacement shall be borne by the Consultant. The fee for a new team member shall be in accordance with Appendix 2. The hourly rate of a new team member shall not exceed that the hourly rate of the staff which the new team member replaces. If the hourly rate of a new team member is less than the hourly rate of the replaced staff, the lesser hourly rate shall apply.

It is furthermore the responsibility of the Consultant that the performance of the Services is executed in accordance with applicable law, and otherwise in accordance with prevailing market practice and any other rules or guidelines that may influence the performance of the Services. The Consultant shall obtain and maintain all necessary permissions and approvals for the performance of the Services and, upon request from the MFA, document that necessary permissions and approvals are in place.

The Services shall not be considered completed and delivered until acknowledged by the MFA's approval of the Services. The MFA shall, however, not unreasonably withhold or delay this approval.

Article III. Labour Clause and CSR

The Consultant shall comply with the CSR requirements and the labour clause set out in Appendix 3.

Article IV. Intellectual Property Rights

The Consultant declares by signing this Agreement that his performance of the Services does not violate any third party rights and the Consultant shall indemnify the MFA for any claim or any cost in that connection.

The MFA - and whomever the MFA may choose to designate such right to - shall be entitled, without any extra remuneration to the Consultant, to use and modify the material collected, prepared and acquired under this Agreement. On request, the Consultant shall provide to the MFA all such material in the form required by the MFA.

The Consultant shall retain all other rights to its ideas and the material prepared by him. The Consultant shall also be entitled to keep at its disposal the material prepared by him in connection with the carrying out of the Agreement, provided that educational material, user manuals, operating instructions and similar material shall be used only as a generic product in connection with other assignments.

Article V. Processing of Personal Data

If the Consultant will be processing personal data (as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) on behalf of and under instruction of the MFA in relation to the Consultant's performance of Services under this Agreement, the MFA and the Consultant shall enter into a data processing agreement based on the Ministry of Foreign Affairs of Denmark's template in force at any time.

The Consultant must by prior written notice inform the MFA, if a data processing agreement has not been concluded and the Consultant plans to process personal data in relation to the Consultant's performance of Services under this Agreement on behalf of the MFA. If – based on the notification from the Consultant - the MFA assesses that the Consultant will be processing personal data (as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) on behalf of and under instruction of the MFA, the MFA and the Consultant must enter into a data processing agreement based on the Ministry of Foreign Affairs of Denmark's template in force at any time.

The Consultant cannot commence processing of personal data on behalf of and under instruction of the MFA before the Data Processing Agreement has been concluded.

If the Consultant during the term of the Agreement notifies the MFA that the Consultant will be processing other personal data than the data specified in an entered Data Processing Agreement on behalf of the MFA, the Data Processing Agreement must be amended accordingly before the Consultant can commence the processing of the other personal data.

Article VI. Confidentiality

The Consultant and its subcontractors shall treat all documents and information received in connection with the Agreement as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any documents, information or parts of the Agreement without the prior consent in writing of the MFA. Moreover, the Consultant shall not, without the prior written consent of the MFA, publish or make public any material prepared by him in carrying out the Services.

Unless approved in writing by the MFA, the Consultant may not use the MFA's name or logo as reference in sales brochures, press releases, or other material used for promotion purposes, nor may the Consultant publish information related to the assignment. However, the Consultant may refer to the MFA as a reference in relation to a tender.

Article VII. Remuneration and Payment

Section 7.01 Contract Price

All amounts in the Agreement are in Danish Kroner (DKK) net of value-added tax (VAT) but include all other customs duties, taxes and charges.

The sum of all fees quoted in Appendix 2 (hereinafter "Contract Price") forms the total maximum budget for payment under the Agreement. The quoted fees based on hourly rates and the Contract Price shall include all costs and expenses related to the execution of the Services, including but not limited to insurance, administration, general and specific office expenses or similar. The MFA shall make no remuneration whatsoever for fees and/or expenses in excess of the Contract Price.

The amount to be paid shall be determined based on time actually worked on execution of the Services by the offered staff (as listed by position and name) and at the hourly rates specified in Appendix 2B. The amount to be paid cannot exceed the Contract Price which forms the total maximum budget for payment under the Agreement. All travel days, including travel days during weekends, are considered working days. The hourly rates shall be fixed for the entire duration of the Agreement.

Notwithstanding the above, but only with the MFA's prior written approval, the MFA shall reimburse the actual and reasonable expenses incurred by the Consultant in the execution of the Services if the MFA requires that the Consultant performs the Services abroad. Reimbursement of expenses shall only take place in exchange for documentation from a third party.

Section 7.02 Invoicing and Payment

After the MFA's approval of the Services, cf. Article II, the Consultant shall submit an invoice for the fees for the Services rendered and the prior approved reimbursable expenses actually incurred by the Consultant (if any).

If the Consultant is Danish, the invoice must be submitted electronically via the e-business framework, NemHandel, to the following EAN-location number: 5798000009400. All invoices which are not submitted electronically will be declined. For information regarding electronic invoicing reference is made to the Danish Agency for Digitisation's (in Danish: *Digitaliseringsstyrelsens*) website.

If the Consultant is foreign, the invoice must be sent as a pdf-file via e-mail to the MFA Representative and with copy to the MFA, cf. Article X.

For identification purposes the invoice must state the following: contract no., case no., ID no., MFA Representative's e-mail, cf. Article X, date and invoice number.

Amounts due for invoices shall be paid within 30 calendar days of receipt of the invoice.

Article VIII. Insurance

The Consultant shall take out and maintain for the duration of this Agreement insurance coverage against its professional liability for an amount equal to the Contract Price as stated in Appendix 2.

The Consultant shall, furthermore, take out and maintain insurance coverage in accordance with applicable law and in accordance with prevailing market practice.

The Consultant shall, upon request from the MFA, produce evidence of the insurance policies in force.

Article IX. Limitation of Liability

The MFA and the Consultant are only liable towards the other party for an amount equal to the reasonably foreseeable direct loss and damages suffered by the other party. The maximum amount of compensation payable to the other party is an amount equal to the Contract Price as stated in Appendix 2, unless otherwise set out in Appendix 1. Notwithstanding the above, no limitation of liability shall apply where a claim is a result of deliberate default, fraud, fraudulent misrepresentation or gross negligence.

Article X. Representatives and Notices

In matters pertaining to the administration of the Agreement and performance of the Services, the MFA and the Consultant are represented by:

MFA Representative

Name: KOUAM Aymeric

Postal address: 77 Avenue Marceau, 75116, Paris

E-mail address: aymgio@um.dk

Telephone number: +33 7 88 43 39 20

Consultant Representative

Name: [insert]

Postal address: [insert]

E-mail address: [insert]

Telephone number: [insert]

Invoices and all written notices regarding the Agreement must be sent in copy using the following addresses:

MFA's address

E-mail address: um@um.dk

Consultant's address

E-mail address: [insert]

Article XI. Contract Period and Termination

The Agreement shall become effective once both the MFA and the Consultant have signed the Agreement and remains effective until the Consultant has performed all the Services, the MFA has approved the Services and the MFA has paid for the Services.

The MFA may terminate the Agreement upon one (1) month's written notice. In this case, the Consultant is only entitled to payment of actual work performed until the time of termination and reimbursement of documented actual costs, which the Consultant has incurred prior to termination.

In case of termination, the MFA is upon request entitled to receive parts of or all the written material and data etc. produced by the Consultant up until the time of termination, in order for the MFA to be able to finalize the Services – if necessary, with assistance from a third party. Termination of the Agreement does not prejudice or affect the rights and claims of the MFA and the Consultant. Moreover, termination of the Agreement does not affect the MFA's and the Consultant's options of enforcing the clauses of the Agreement (on liability, confidentiality etc.) which are intended to stay in force after the contract period.

Article XII. Governing Law and Jurisdiction

The Agreement and any claim or dispute arising related to the Agreement shall be governed by Danish law without regard to international private law or principles of Danish law leading to the application of other laws than Danish law.

The MFA and the Consultant shall endeavour to resolve any disputes related to this Agreement through negotiations. If negotiations fail, the dispute shall be settled finally and with binding effect by the Danish courts. Legal proceedings shall begin at the City Court of Copenhagen.

Article XIII. Signatures

MFA

CONSULTANT

Date:

Date:

Signature:

Signature:

Name:

Name: