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| May 2022 | |
| AGREEMENT  CONSULTANCY AGREEMENT  [*Please note that in places marked with italics, you need to add information or make a choice among several options*.] | |
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| Contact  [Write to IDA](https://english.ida.dk/legal-advice)  +45 33 18 48 48 | Kalvebod Brygge 31-33  1560 Copenhagen  ida.dk |

**CONSULTANCY AGREEMENT**

The undersigned parties

[*insert name*]

[*insert address*]

[*insert* *postal code and city/town*]

[*insert date of birth*]

(in the following the Client)

and

[*insert name*]

[*insert address*]

[*insert postal code and city/town*]

[*insert CVR no.*]

(in the following the Consultant)

have today entered into an agreement regarding the provision of consultancy services on the terms and conditions laid out in this Agreement.

**1. BACKGROUND**

1.1 [*insert outline description of the object of this Agreement*]. [*Example:*

*The Client wants to have his management software optimised for use in the business automated storage system, and he has contracted with the Consultant to develop new control software for a fee*.]

**2. DESCRIPTION OF THE TASK**

2.1 [*Insert precise and detailed description of the task*]

**3. THE CONSULTANT’S RIGHTS AND DUTIES**

3.1 The Consultant will perform the contracted tasks under this Agreement, incl. its appendices.

3.2 The Consultant agrees to act loyally and solely attend to the Client’s interests.

3.3 Within the framework of this Agreement the Consultant is free to design and plan the execution of his/her services, incl. working hours and place of work. The Consultant is also free as to which persons are to perform the practical execution of the work.

3.4 The formation of this Agreement does not in any way restrict the Consultant’s access to performing services for other clients/commissioning parties.

3.5 Upon the conclusion of the task the Consultant undertakes to return all materials handed over by the Client, and the Consultant will at the same time hand over all documentation, guidelines, etc. worked out by the Consultant as part of solving the task.

**4. THE CLIENT’S CONTRIBUTION**

4.1 During the performance of the task the Client agrees to make human resources, documentation, software, charts, premises, etc. available to the Consultant with a view to ensuring the Consultant the optimum conditions for solving the task.

4.2 The Client agrees to assist the Consultant in providing any information about the Client’s business, which the Consultant happens to require to solve the task, incl. information about the technical, economic and organisational conditions.

4.3 The Client will appoint one or more persons who have authority to enter into commitments on behalf of the Client in relation to the Consultant.

**5. REPORTING**

5.1 The parties agree to hold a meeting every [*insert number*] week. At this meeting the Consultant is to account for the project status, and the parties will then jointly discuss the implementation of any initiatives to be taken in the time up to the next meeting.

5.2 The Consultant will draft minutes of the meetings within [*insert days*] working days from each meeting.

5.3 On a weekly basis the Consultant will report to the Client on the hours consumed.

**6. REMUNERATION**

6.1 **(Alternative 1)** The fixed contractual fee for performing the task comes to DKK [*insert amount*].

**(Alternative 2)** The fixed contractual fee for the Consultant’s performing the individual phases of the task appears from the schedule of payments appended as Appendix [*insert number*].

**(Alternative 3)** The Consultant’s services will be paid on an hourly basis at a rate of DKK [*insert amount*]. The Consultant’s fee will be paid out based on the Consultant’s invoice which is to be submitted to the Client as at the first day of any month (or once weekly).

6.2 The Consultant will submit his invoice following the handing over of the task. If the task is divided into phases, the Consultant will submit his invoice following the handing over of any phase, cf. the appended schedule of payments, Appendix [*insert number*].

6.3 Payment of fees does not include the Consultant’s outlays or extraordinary expenses.

For the purposes of this Agreement, outlays means inter alia:

a) Expenses in connection with necessary and documented transportation, t ravel, accommodation and meals

b) Expenses in connection with materials, tools, software, sub-suppliers, certification etc. – subject to prior approval by the Client.

6.4 The Consultant’s fee does not cover any extra work resulting from the Client’s extending the scope of the original task or changing its contents.

6.5 The Consultant’s fee falls due for payment eight days from the date of the Consultant’s invoice.

6.6 Overdue amounts are to bear interest at the rate applicable to interest on debts and damages from time to time.

6.7 The Consultant’s fees and claim for refund of outlays and extraordinary expenses will be stated excl. of VAT.

6.8 If payment is not made as specified, this is considered a material breach of contract, cf. Clause 11. If payment is not made as specified, the Consultant is entitled to cease work until payment has been effected.

**7. INTELLECTUAL PROPERTY RIGHTS**

7.1 **(Alternative 1)** To the extent it has been agreed or provided in this Agreement, the Client will be entitled to use the material worked out in connection with the Consultant’s solving the tasks, and he will hold title to the copies/samples produced and have the right to use and change the material.

The Consultant will retain all rights to his/her ideas and inventions as well as any materials he/she may have worked out, and he/she is entitled to apply ideas, inventions, know-how and materials when solving tasks for other clients.

**(Alternative 2)** If it is agreed that the Client has title to the finished products/outcome, the Client’s title does not prevent the Consultant from applying the know-how, methods and general knowledge, which he may have acquired during the performance of the task.

7.2 The Client is responsible for securing any intellectual property rights which may have to be secured as a result of the task.

7.3 In all respects the Client is responsible and liable that the work, which the Client has requested the Consultant to perform, does not infringe any third-party rights.

**8. TIME SCHEDULES AND DEADLINES**

8.1 The parties have worked out the time schedule appended as Appendix [*insert number*].

8.2 The Consultant may demand an extension of the time schedule agreed if the following circumstances cause a delay in solving the task:

a) If, during the performance of the task, the Client extends the scope of the task or changes its contents.

b) If, in contravention of Clause 4, the Client fails to make human resources, documentation, software, charts, premises and information available to the Consultant during the performance of the task.

c) If any other advisors/consultants/suppliers do not supply their materials or provide their services within the contractual time limits thus preventing the Consultant from performing his/her tasks.

d) If the performance of the task depends on certain weather conditions and the Consultant due to abnormal weather conditions for the season has been prevented from performing his/her task.

e) If the Consultant or other named persons, who are to perform the task, are affected by documental illness and consequently have been unable to work.

f) If authorities fail to issue approvals, decisions or responses or supply materials or services within the time limits agreed.

g) A public authority issues an order.

h) Minimum a fortnight’s extension of time for the purposes of holidaymaking, if the execution of the task stretches over a period which includes the month of July.

i) In case of other events beyond the Consultant’s control and which he did not foresee or ought to have foreseen.

**9. LIABILITY FOR TRANGRESSION OF TIME LIMITS/DEADLINES, ERRORS AND OMISSIONS**

9.1 If the Consultant exceeds the time schedule for a task without having a claim for extension of the time, the Consultant will be held liable for the Client’s loss in accordance with the general rules on delay of Danish law, subject to the limitations set out in 9.2 to 9.10 below which will also apply in case of delays caused by the Consultant.

9.2 The Consultant is not liable for transgression of time limits/deadlines or delays caused by the Client.

9.3 If the Client exceeds his own time limits/deadlines, if any, without having a claim for extension of time, he will be held liable for the Consultant’s loss in accordance with the general Danish law of damages.

9.4 Under the general Danish law of damages the Consultant is liable for errors and omissions in connection with the performance of the task.

9.5 The Consultant is not liable for operating loss, loss of profits or any other indirect loss.

9.6 The Consultant’s liability in damages cannot exceed his/her Consultant’s fee for performing the specific task, and this is irrespective of his/her being held liable for several individual claims. If the performance of the task is divided into phases, the Consultant’s maximum liability in damages will be the fee for performing the specific phase of the task.

9.7 The Consultant undertakes to take out the usual insurance for consultants’ liability.

9.8 If the Consultant is liable for a loss jointly with other of the Client’s contractors, the Consultant will only be liable for a proportionate part of the Client’s loss, corresponding to the fraction of the total liability, which has been caused by the Consultant.

9.9 The Consultant’s liability will cease 2 years from the conclusion of the task to which the error or omission relates.

9.10 The Client must complain in writing to the Consultant without undue delay after the time when the Client becomes aware or should have become aware of the existence of a possible liability in damages. If the complaint is not put forward in due time, the Client will lose his right to hold the Consultant liable in damages.

**10. TERMINATION**

10.1 The parties may terminate this Agreement at one month’s notice for the first day of a month.

10.2 If this Agreement is terminated, the Consultant will be entitled to a fee for work performed up to the expiry of the notice period.

**11. BREACH OF CONTRACT**

11.1 Either of the parties may terminate this Agreement without notice in case the other party commits a material breach.

11.2 If the Client terminates this Agreement, the Consultant may only claim a fee for that part of the work, which has been performed before the date of terminating.

11.3 In case of termination the Client has a claim for cover of his loss in accordance with the general Danish rules of law.

11.4 Termination is conditional upon the party wanting to claim breach of contract having communicated in writing to the other party, detailing the nature of the breach and stating that this Agreement will be terminated unless the breach is remedied within ten days.

**12. FORCE MAJEURE**

12.1 The following circumstances will exempt from liability if they occur after the formation of this Agreement and prevent the performance of it: labour disputes or any other circumstances beyond the parties' control, such as fire, war, mobilisation or unforeseen military calling up, currency restrictions, riot or unrest, lack of means of transportation, general scarcity of goods, restrictions on motive power plus defects in or delay of supplies from suppliers or sub-suppliers caused by any of the above circumstances.

12.2 Either party is entitled to terminate this Agreement by written notice to the other party if performance of this Agreement becomes impossible within reasonable time due to one or more of the above circumstances.

**13. CONDIFIDENTIALITY**

13.1 The parties are mutually obliged to keep secret all information not universally known as well as any material about the other party.

13.2 This duty of secrecy covers employees, sub-suppliers and all other external advisors contributing to the performance of the task.

13.3 This duty of secrecy also applies after completion of the task and after the expiry of this Agreement.

**14. ASSIGNMENT OF RIGHTS AND DUTIES**

14.1 The parties may not without the other party’s written consent assign its rights or duties under this Agreement to any third party. Such consent may not be refused without factual cause.

**15. AMENDMENTS**

15.1 This Agreement may only be amended subject to a written schedule duly signed by both parties.

**16. LAW AND VENUE**

16.1 This agreement is governed by Danish law.

16.2 In case of disagreement between the parties as to the performance of this Agreement, the parties undertake to keep a conciliation meeting at eight days’ notice where the parties’ advisors, if any, will participate; the purpose of the meeting is to open negotiations with a view to solving the dispute.

16.3 If the conciliation meeting in 16.2 has been held without any agreement between the parties, either party is entitled to take legal action in accordance with 16.4 below.

16.4 **(Alternative 1)** Any disagreement or dispute between the parties as to the interpretation or scope of this Agreement is to be settled in accordance with the rules governing the hearing of cases at the Danish Institute of Arbitration (Danish Arbitration). All members of the arbitration court are to be appointed by Danish Arbitration in accordance with the above rules. [*insert one or three*] members of Danish Arbitration will take part in solving the dispute.

**(Alternative 2)** Any disagreement or dispute between the parties as to the interpretation and scope of this Agreement is to be settled by a Danish court in accordance with the general Danish rules of law.

**17. COSTS AND EXPENSES**

17.1 The parties bear their own costs and expenses in connection with the formation of this Agreement.

**18. SIGNATURE**

18.1 This Agreement has been drawn up in duplicate, one original for each party.

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**19. LIST OF APPENDICES**

Appendix 1:

Appendix 2:

Appendix 3:

Appendix 4:

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**SIGNATURE**

[*insert city/town*], [*insert date*] [*insert city/town*], [*insert date*]

……………………………………… ………………………………………

[*insert name of the Client*] The Consultant