CONTRACT

between

Aalborg University
Fredrik Bajers Vej 5
9220 Aalborg Øst
Denmark
(hereinafter referred to as the customer)

and

........................
........................
........................
........................
CVR No. ..........
(hereinafter referred to as the supplier)

concerning

delivery of an anti-plagiarism system
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LIST OF APPENDICES

Appendix 1: Specification of requirements.
Appendix 2: The supplier’s tender, including prices.
1 DEFINITIONS

Working day:
Monday to Friday, except national holidays, 24 December, 31 December and 5 June.

Day:
Calendar day.

Specification of requirements:
The specification of requirements prepared by the customer (Appendix 1), including changes and additions, resulting from the supplier's tender.

Acceptance date:
The day on which the customer hands over its approval of the acceptance test of the system to the supplier.

The system:
The complete anti-plagiarism system to be delivered under the present contract.

2 SUPPLIER’S DELIVERY OBLIGATIONS

The system
The system and its individual components shall possess the properties and fulfil the requirements that appear from the present contract, and from Appendixes 1 and 2.

Immediately after the conclusion of the contract, a clarification phase shall be initiated with the purpose of determining whether it will be expedient for the specification of requirements (Appendix 1) to be detailed further or supplemented and whether the customer's IT environment is in accordance with the requirements in the supplier’s tender (Appendix 2).
The clarification phase shall be a brief and intensive process during which either of the parties shall make an adequate effort.

The clarification phase shall be conducted as a joint effort in which the supplier initiates the activities considered necessary for the supplier to obtain a further detailed insight into the customer’s business procedures, needs and IT environment. At the same time, the customer shall be given a detailed insight into the functions and capabilities of the system, hereunder the software. On the basis of this, each party shall submit possible proposals for detailing and supplementing the specification of requirements.

Following possible, necessary iterations and corrections, the complete draft for an amended specification of requirements (Appendix 1), including a description of consequences, shall be presented to the customer for approval. Subsequently within 10 working days the customer shall notify in writing whether the draft can be approved.

In case no agreement can be reached on detailing or supplementing the specification of requirements, cf. the definition thereof, the specification of requirements shall remain applicable without amendments.

3   RIGHT OF WITHDRAWAL
If the customer wants amendments based on the clarification phase but this is unacceptable for the supplier, the customer shall be entitled to withdraw from the present contract by means of a written notice to the supplier. Such notice shall be notified no later than 10 working days after the end of the clarification phase. In case of such withdrawal, the obligations on both parties for further performance of the present contract shall cease.

The customer shall implement the system into the existing Digital Library “PURE”. This will be conducted by an independent third party. If it turns out that the implementation is not possible or that the cost of implementation exceeds 20 % of the yearly total price of the system due to necessary amendments in the customers IT environment or Digital Library “PURE”, the customer shall be entitled to withdraw from the present contract by means of a written notice to the supplier. Such notice shall be notified immediately after the customer finds out that the implementation is impossible or too costly.
4   CHANGES
During the period following the clarification phase, both parties may bring forward requests for changes according to the guidelines below.

Customer’s request for changes
The customer's requests for changes shall be forwarded in writing to the supplier.

Without undue delay after receipt the supplier shall prepare an estimate of the expected cost for a solution. The estimate shall be submitted to the customer for approval.

In case disagreement arises between the parties about the consequences of a requested change, the customer shall be entitled to get the necessary insight into the basis for the supplier’s proposal for a solution.

In case the supplier proves in the proposal for a solution that the requested change cannot be carried out owing to technical or significant functional reasons, the supplier may refuse to comply with a request for a change.

Supplier’s request for changes
In case the supplier desires to undertake changes in relation to what has been agreed, a request for this shall be submitted to the customer.

Without undue delay and at least no later than 10 working days after receipt, the customer shall deal with such request and notify whether the request can be accepted. Where necessary in order to avoid major loss on the part of the supplier, the customer must accept changes which affect the customer's benefit from the system only to an insignificant degree and which do not cause additional costs or loss to the customer.
**Changes without the supplier's consent**

In case the customer carries out changes in the system or makes changes in the IT environment contrary to the requirements in Appendix 2 without the supplier's consent, and this has a significant impact on the correct functions of the system, the supplier is entitled to claim future exemption from any obligation in relation to the system delivered. If the customer re-establishes the original situation, the supplier's obligations shall be restored.

The supplier is entitled to check that the original situation has been re-established and to claim a reasonable payment for this, calculated according to the time spent.

**5 PLACE OF DELIVERY**

The supplier shall deliver the system at the localities of the customer in Aalborg, Denmark.

Associated services shall be delivered at the same place unless otherwise agreed.

**6 DELIVERY**

The system must be delivered, fully implemented and up and running no later than by 1 February 2016.

Delivery shall be regarded as having taken place on the acceptance date.

Rights of use shall pass to the customer on the acceptance date.

**7 CUSTOMER'S PARTICIPATION**

The customer shall contribute actively to the supplier's performance of the present contract, including making information available, making staff available, making premises and other facilities available and participating in the acceptance test.

**8 TERM**

The duration of the contract and thereby the license period is one year from the delivery date meaning that the contract will continue until 31 January 2017.
The term of the contract will automatically be prolonged with one year unless one of the parties informs the other party that the contract shall cease. Such notice shall be given in writing with three months notice before the expiry of the relevant term of contract.

9 PRICES
The system price and license fees are specified in Appendix 2.

All prices and fees are given in Danish kroner (DKK).

The prices and fees are inclusive of customs duties and other taxes apart from VAT. In the event that Danish taxes are altered, the prices shall be regulated by the economic net consequence thereof so that the supplier's position remains unchanged.

The prices and fees are fixed but will be regulated every year from 1 January according to the development of the net price index by Statistics Denmark for the previous calendar year.

10 TERMS OF PAYMENT
Payment will take place in advance and invoicing will take place annually meaning that the first invoice may be sent by 1 February 2016 and thereafter by 1 February every year.

Payment shall take place within 30 days after receiving a satisfactory invoice.

Invoice shall be made electronically using the customer's EAN number according to payment guidelines provided by the customer.

11 TESTING
Testing of the system shall consist of an acceptance test.

The system must pass the acceptance test before 1 February 2016 to avoid delay in delivery.
The purpose of the acceptance test is to determine whether the agreed functionality is present. The acceptance test shall be conducted by the supplier with the customer's active participation.

If the customer approves the acceptance test with observed defects, these shall be specified in a list of defects. The supplier shall ensure that such defects have been remedied in all essentials within five working days.

In case the acceptance test does not fulfil the requirements and consequently cannot be approved, the supplier shall be entitled, subject to a notice of at least five working days, to repeat the full test until the deadline for delivery (1 February 2016).

12 MAINTENANCE
From the acceptance date the supplier undertakes to be in charge of the maintenance of the system.

In case the supplier fails to comply with its maintenance obligations, the customer may terminate the contract.

13 WARRANTY

General warranty
The supplier warrants that the system fulfils all requirements stipulated in the present contract.

In case the system delivered is not sufficient, the supplier shall be liable, without further payment and within the time limits stipulated in the present contract, to deliver such other or additional hardware, software, documentation and other goods and services that are necessary to perform the contract.

Liability for subcontractors
The supplier shall be liable for the goods and services of its subcontractors under the present contract in exactly the same manner as for its own goods and services.
**Warranty period**
The warranty period shall be three years, running from the acceptance date and covering the entire system.

### 14 SUPPLIER'S BREACH OF CONTRACT

**Delay**
In case of delay due to circumstances for which the supplier is accountable, the supplier shall pay a daily penalty of DKK 5,000.00 until delivery takes place.

However, the sum of all daily penalties for delay cannot exceed a total of 10% of the total price stated in Appendix 2.

Penalties accrued shall be paid weekly after the occurrence of a delay, subject to a written claim from the customer. If the supplier has not received a written claim from the customer within 12 months from the agreed delivery date, the customer's right to the penalty shall lapse.

In addition to the penalty, the general rules of Danish law on remedies in case of delayed delivery or non-delivery shall apply. It shall always be regarded a material breach of contract entitling the customer to terminate the contract immediately, wholly or partly at the customer's choice, if the agreed delivery date is exceeded by more than 10 working days.

**Defects**
A defect in the system delivered shall be deemed to exist if these fail to fulfil the warranty given by the supplier, or do not possess such properties or do not work in such a manner as the customer might justly expect on the basis of the content of the present contract.

The supplier shall arrange for defects to be remedied.

The general rules of Danish law in respect of proportionate reduction shall apply.
The customer may solely terminate the contract if serious defects occur during the warranty period and if the defects have not been remedied within five working days. The customer is entitled to limit such cancellation to a part of the contract.

In case of termination, the supplier shall immediately repay the amounts paid by the customer without any deduction for decrease in value or for ordinary use. The customer shall return those parts of the system that are affected by the termination in their present condition at the customer's localities. The supplier shall arrange for disassembling.

However, the customer shall be entitled to use parts of the system until alternative subsystems can be obtained. In that case, the amounts paid by the customer for the parts affected by the termination shall not be repaid before the return is carried through. For the period from the termination until the return, the customer shall pay a reasonable fee for the benefit enjoyed by the customer.

15 CONDITIONS RELATING TO THE CUSTOMER
In case the customer fails to perform its payment obligations under the present contract, the supplier shall be entitled to interest in accordance with the rules of the Interest Act.

Furthermore, the supplier shall be entitled to terminate the present contract, provided that the supplier has submitted a written notice to the customer stating that the customer, in a manner to be further specified in the notice, has failed to perform its payment obligations, and that failure to pay within 40 working days will result in termination of the contract, and subsequently provided that the customer has not fulfilled its payment obligations before expiry of this time limit.

16 DAMAGES
The parties shall be liable to pay damages in accordance with the general rules of Danish law. For conditions that involve payment of penalties, damages may only be claimed to the extent that the customer documents a loss in excess of the penalty. However, in all circumstances, the total amount of the damages and any penalties shall be limited to the total price.
The parties shall not in any case be liable for operating loss, consequential damage, or any other indirect loss. Loss of data shall be regarded as an indirect loss.

The limitations above shall only be applicable if the loss cannot be ascribed to gross negligence or wilful conduct by the party causing the loss.

The supplier's product liability shall be governed by the general rules of Danish law.

17  **FORCE MAJEURE**
Under the present contract, neither the supplier nor the customer shall be regarded as liable to the other party for circumstances beyond the party's control and which the party, when signing the contract, could not have foreseen (including strikes), or could not have avoided or overcome. Circumstances experienced by a subcontractor shall only be regarded as force majeure in case the subcontractor is faced with an obstacle falling within the first sentence of the present clause and which the supplier could not have avoided or overcome.

Force majeure in the case of delay may only be claimed for the number of working days for which the force majeure situation lasts. In case a time limit for the supplier is postponed as a result of force majeure, the payments associated therewith shall be postponed correspondingly.

Force majeure may only be claimed if the party in question has given written notice thereof to the other party not later than five working days after the occurrence of force majeure.

The party who has not been affected by the force majeure situation is entitled to cancel the contract in case the agreed delivery date is exceeded by 10 working days as a result of force majeure. In the event of such cancellation, both parties shall return as soon as possible the items they have received from the other party, and no other claims shall then exist between the parties.

18  **MANDATORY RULES**
The supplier warrants that the system delivered are in compliance with relevant mandatory rules such as these exist at the time of concluding the present contract.
19  **RIGHTS IN SOFTWARE AND DOCUMENTATION**
The customer solely acquires a right of use in the software and documentation delivered.

The customer shall not be entitled to copy software and documentation to a wider extent than necessary for the operation and safety of the system. The customer may assign the operation of the system to a third party.

Similarly, the customer shall have the right of use to any change, including updating, of software and documentation delivered under the present contract, e.g. as an element of the maintenance scheme.

20  **THIRD PARTY'S RIGHTS**
The supplier warrants that the system delivered do not violate the rights of others, including patents and copyrights.

This warranty shall be subject to the condition that the customer notifies the supplier in writing immediately when the customer becomes aware of any violation of rights and that the customer assists the supplier during the case to the extent necessary.

21  **CONFIDENTIALITY**
The parties shall observe confidentiality to the usual extent with regard to all matters that do not fall within general knowledge.

The supplier may include the customer on its list of references, but may not otherwise use the customer's name for marketing purposes.

22  **ASSIGNMENT**
The customer is entitled to assign its rights and obligations under the present contract to another public institution if the activities previously carried out by the customer are assigned to this other institution.
The supplier cannot assign its rights and obligations under the present contract to a third party without the customer's written consent. The customer may not deny such consent without fair reason.

23  USE OF SUBCONTRACTORS
The supplier cannot leave the performance of the contract to subcontractors to a wider extent than specified in the contract without the customer's written consent. The customer may not deny such consent without fair reason.

24  DISPUTES
The present contract shall be governed by Danish law.

Should any disagreement arise between the parties in connection with the present contract, the parties shall seek to initiate negotiations for the purpose of solving the dispute with a positive, cooperative and responsible attitude. If necessary, efforts shall be made to escalate such negotiations to a high level within the parties' organizations.

In case no solution is obtained thereby, either of the parties shall be entitled to demand that the disagreement be solved finally through arbitration.

The arbitration tribunal shall be composed of one member who fulfils the requirements for being a judge and is to be appointed by the president of the High Court within whose jurisdiction the customer's head office is located.

The arbitration tribunal shall decide its own procedure. The award of the tribunal, which must be reasoned, shall be given as soon as possible and preferably within six months after appointment of the arbitration tribunal.
25 SIGNATURES

Date: ____________________  Date: ____________________

For the customer: ____________________  For the supplier: ____________________