

Contract to produce content and provide communication advice for the new www.interreg.eu website

nr 02/2024

between

Interact Office Viborg

Toldboden 3, st. E.,
8800 Viborg, Denmark

- Hereinafter referred to as the "Contracting Authority" or "Customer" -

and

[Insert company's name]

[insert address]

VAT no. [insert VAT no.]

- Hereinafter referred to as the "Contractor" or "Tenderer", "Bidder" or "Supplier" -

Introduction

Interact Programme
Toldboden 3, st. E.
8800 Viborg, Denmark

Hereinafter referred to as the “**Contracting Authority**” or “**Customer**”

and

[Insert Name]

[Insert Address]

[Insert City and Country]

Hereinafter referred to as the “**Contractor**” or “**Bidder**” or “**Supplier**”

have agreed on the general conditions below and the following annexes:

Annex 1: Requirements Specification

Annex 2: Prices

Annex 3: Interreg Brand Design Manual

Annex 4: Strategic Digital Communication of Interreg

Which are constituent to this Contract (hereinafter referred to as “the **Contract**”) The Contracting Authority and the Contractor are referred to together as the “**Parties**.”

Article 1. Object of the Contract

The purpose of the Contract is the production of content including copy, graphic design, video and audio content for a new www.interreg.eu website that will be developed in 2024 to replace the one that is currently online. It also includes communication and editorial advice wherever necessary (e.g. creation of editorial guidelines, toolkits, etc.)

The Contract is a framework agreement, meaning that the Contracting Authority is not obligated to buy any of the abovementioned services. The services requested by the Contracting Authority will be referred to as “**Works**”.

Article 2. Contact

Throughout the duration of the Contract, the appointed Project Manager will act as main contact for the Contracting Authority.

Article 3. Duration

The Contract shall enter into force on the date when it is signed by the last contracting party. This day is hereinafter referred to as the “**Date of the Contract**”.

The Contract expires automatically after 4 years from the Date of the Contract, or when a total of EUR 200 000 has been spent on services in this Contract.

However, the Contract can be terminated with a 14 calendar days' notice by the Contracting Authority.

Article 4. Contract Price

Annex 2 Prices contains the hourly rates that apply for this Contract.

The estimated hours in Annex 2 Prices are not meant as promised overturn on the contract, but only for the purpose of evaluating offers in the tender process.

In case of ordinary termination of the whole Contract by the Contracting Authority in accordance with Article 3, the Contractor shall be compensated for hours already spent on any ordered works, with the rates in Annex 2 Prices.

In case of termination of an order of Works in accordance to Articles 7 and 12, the Contractor shall receive no payment for said Works.

Article 5. Performance of the Contract and subcontracting

The Contractor accepts the Contract and undertakes to carry out the task under their own responsibility.

The Contractor shall have sole responsibility for complying with any legal obligations incumbent on them, notably those resulting from employment, tax, and social legislation.

Should the Contractor fail to perform their obligations under the Contract in accordance with the provisions laid down therein, the Contracting Authority may – without prejudice to its right to terminate the Contract – reduce or recover payments in proportion to the scale of the failure.

Subcontracting of any of the tasks is not permitted without prior written consent from the Contracting Authority. The Contracting Authority is not permitted to withhold such consent without reasonable cause.

Such consent shall not liberate the Contractor from any obligations from this Contract, including this article and Requirement nr. 9 in Annex 1 Requirement Specification.

Article 6. Implementation

The Parties shall meet without undue delay after the Date of the Contract, to discuss the works to be delivered in time for the launch of the new website.

The meeting time and place will be agreed between the Parties.

After the website's release (which is expected to be) in 2024, the Contracting Authority will organise an annual meeting with the Contractor to plan the content for the following year. Other requests may happen on an ad-hoc basis.

Article 7. Delays

The Parties will agree on the deadline for the specific Works when they are ordered.

If the Contractor foresees a delay in the delivery or provision of the service, this must be communicated to the Contracting Authority in writing immediately, indicating both the reasons for the delay which has arisen and the expected duration/scope of the delay.

As soon as it is considered no longer possible for the Contractor to deliver on time or provide the service on time, and no new delivery date has been agreed, the Contracting Authority may cancel the purchase in accordance with the rules of the Danish Sale of Goods Act pertaining to this.

The Contracting Authority regards any delay as significant. If the Contractor fails to deliver by the agreed dates, the Contracting Authority is entitled to cancel the delivery of the Works completely or partially, no matter how long the delay is.

Article 8. Liability

The Contractor shall be liable for any loss or damage caused by them in performance of the Contract. The Contracting Authority shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

The Contractor shall not supply any information or materials to the Contracting Authority under this Contract in the knowledge that the use of such information or materials by the Contracting Authority will infringe the proprietary rights of any third party.

The Contractor agrees to defend, indemnify and hold the Contracting Authority harmless from and against any liability, loss or expense, including reasonable attorney's fees, damages or penalties of any kind in account of, or resulting from any claim or action for infringement of third parties' intellectual property rights, database copyrights or sui generis rights, or any other right in relation to the (lack of) performance by the Contractor regarding the object of the Contract. The Contractor shall co-operate with the Contracting Authority in defending any such claim or action.

Furthermore, Contractor is responsible for ensuring the consent of any third party that might appear in any way in the works delivered to the Contracting Authority.

The contractor shall inform the Contracting Authority immediately if the Contract objectives or one of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the Contracting Authority to reduce or demand repayment wholly or in part.

Article 9. Payment periods and formalities

Payments for hours shall be executed only when the works, relating to those hours, are delivered and accepted by the Contracting Authority.

The purchase of elements necessary for the production of assets such as, for example, stock sounds or photos, will be agreed between the parties.

Invoice and payment shall be according to Annex 2, Article 2.

Article 10. Ownership of the Works

Any results thereon, including copyright and other intellectual property rights, obtained in performance of the Contract shall be owned solely by the Contracting Authority, which may use, publish, assign or transfer them as it sees fit, without limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into force.

Article 11. Use, distribution, or publication or results

Any distribution or publication of information relating to the Contract by the Contractor shall require a prior authorization from the Contracting Authority. It shall state that the opinions expressed are those of the Contractor only and do not represent the Contracting Authority's position.

Article 12. Termination

The Contracting Authority is entitled to withdraw from this Contract and to demand repayment of funds in full or in part for works, if:

- a) The Contractor fails to fulfil a condition or an obligation resulting from this Contract; or
- b) The Contractor has failed to submit relevant information requested by the Contracting Authority, or supply the necessary information, provided that the Contractor has received a written reminder setting an adequate deadline and explicitly specifying the legal consequences of a failure to comply with the requirements of the Contracting Authority and has failed to comply with the deadline; or
- c) The Contractor has failed to immediately report events delaying or preventing the implementation of the delivery of the Works, or any circumstances leading to its modification; or
- d) The Contractor becomes insolvent or total enforcement proceedings are instigated against its assets or the instigation of such proceedings is refused because of lack of assets; or
- e) The Contractor has obtained the Contract through false statements; or
- f) The Contractor wholly or partly closes down, sells, leases, or lets the activity to a third party.
- g) If both parties agree the contracted can be terminated within a 14-day notice.

Article 13. Force Majeure

The Contractor is liable for any breach of the Contract, unless the breach is due to circumstances for which the Contracting Authority bears liability or the risk, or to force majeure.

Force majeure occurs when it is not possible to fulfil the Contract properly, and this is due to extraordinary circumstances which the Contractor could not avert or would not have foreseen, such as war, exceptional natural phenomena, fire, strikes or lockouts. With regard to strikes and lockouts, these circumstances must not only affect the Contractor's activity. The Contractor is obliged as far as possible to maintain emergency arrangements.

The Contracting Authority is exempt from liability under the same terms as the Contractor. Each party pays its own costs/bears its own losses as a result of a force majeure incident.

If it has not been possible to fulfil the entire or key aspects of the Contract due to force majeure during a continuous period of more than 60 days or for more than 100 days during a period of one year, the Contracting Authority may choose to terminate the works not yet delivered.

Article 14. Choice of Law and Venue

This Contract shall be governed in accordance with the laws of Denmark.

Settlement of disagreements relating to the Contract which has been entered into sought through negotiation between the parties. If the parties agree, an impartial mediator can be involved to resolve the disagreement. The cost of the mediator is paid jointly by the parties.

If the disagreements cannot be settled through negotiation or mediation, each of the parties is entitled to ask for the disagreement to be settled by the courts at the Contracting Authority's place jurisdiction in Denmark.

The place of delivery according to the Contract is the Contracting Authority's place of business in Viborg.

Article 15. Concluding provisions

- a) All documents and other language-based deliverables including e.g. documentation and training etc. delivered under this Contract must be in the English language.
- b) When changes are requested, this is possible as long as they are feasible. When this involves additional costs, the Contractor will indicate this in a timely way. The Contracting Authority has to approve any additional cost before it is incurred.
- c) All changes of this Contract have to be done in written form.
- d) The format of deliverables has to be electronic (e.g. word, pdf)

Signature

8800 Viborg, Denmark	[CITY AND COUNTRY OF CONTRACTOR]
[DATE MONTH YEAR]	[DATE MONTH YEAR]
Polona Frumen Head of Office Interact Programme Contracting Authority	[NAME] [TITLE] [COMPANY NAME] Contractor