

DRAFT
FRAMEWORK AGREEMENT

Between

Customer
Name
Address
Country

and

Supplier
Name
Address
Country

Concerning the Supply of printed books for [The Name of the Customer]

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1. Parties

Name
Address
Town – postal code
Country

(Customer)

And

Name
Address
Town-postal code
Country

(Supplier)

enter into the following agreement Concerning lot nr. [1] / [2] / [3] the purchase of printed books for the University of Copenhagen:

2. Definitions

In this Agreement, the below terms and expressions have the following meanings:

2.1. Agreement

This written framework agreement between the Parties, including all amendments, appendixes and supplements agreed upon. However, in the event of any discrepancy between the written Agreement and any appendixes or other documents other than supplements and amendments subsequently agreed upon, cf. clause 3 below, this written Agreement will prevail.

2.2. Products

Monographic material in the form of printed books as specified in Appendixes 1, 1A and 2 to be delivered regarding this Agreement.

2.3. Product Price

The amount payable by the Customer for a specific Product in connection with a specific purchase under this Agreement.

2.4. Term of the Agreement

The period of time for which the Agreement concluded between the Customer and the Supplier is binding on the Parties.

3. General Conditions

3.1 The Customer is not bound by any amendments or changes to the Agreement in the absence of a written agreement signed by the representatives of the Customer.

3.2. The Supplier's general terms of sale do not apply to this Agreement, irrespective of whether such terms are forwarded in connection with a specific purchase.

4. Appendixes

The following appendixes constitute an integral part of this Agreement:

Appendix 1: Bid Schedule

Appendix 1A: Shopping Basket

Appendix 2 Specification of Requirements

Template A: Solemn declaration

Template B: Documentation of the Tenderer's Financial and Economical Capacity

Template C: Documentation of the Tenderer's Capacity

Template D: List of Provisos

5. Content of the Framework Agreement

5.1. The following lots are a part of this Agreement:

Lot 1: Books in English published in Anglo-/American speaking countries.

Lot 2: Books published in German, in French, in Spanish or in Italian speaking countries.

Lot 3: Books published in any language in Denmark, in Norway, in Sweden or in Iceland.

5.2. The Supplier is entitled and obligated only to deliver the Lots/Products that have been agreed upon in this Agreement.

6. Supplier's Obligations

6.1. The Supplier must deliver the Products agreed upon in accordance with the discount structure laid out in Appendix 1A Shopping basket, and assumes any other obligation as indicated in the appendixes to the Framework Agreement.

6.2. The Supplier's website must be available to the Customer. Searching and online ordering facilities must constitute an integral part of the Supplier's database via the website. The Supplier must be able to receive orders via EDI, cf. Appendix 2, clause 1.3.

6.3. The Products must be of the quality indicated in Appendixes 1A - 2. If the Products fail to comply with the specifications set out in these Appendixes, or the guarantee provided by the Supplier in accordance with clause 20 below, the Products are deemed defective.

6.4. The Products are also deemed defective if the Products are not in such a condition as may reasonably be expected by the Customer on the basis of the contents of this Agreement.

6.5. The Supplier must keep scheduled downtime to a minimum. At least 7 days notice of planned downtime must be sent to the Customer.

7. Specific orders

7.1. By using a form on the website (clause 6.2.), it should be possible to order books that are not currently available in the Supplier's system.

7.2. The Supplier will communicate by email. It is also possible to contact the Supplier by phone.

7.3. The Supplier must confirm the receipt of EDI orders by email.

8. Prices

8.1. The Product Price payable by the Customer to the Supplier in respect of the Products must be calculated on the basis of the publisher's list price exclusive of VAT minus the discount stated in Appendix 1A Shopping basket.

8.2. The Product Price is inclusive of all duties, taxes, handling fees and other expenses or fees and will be charged on all invoices, with the exclusion of VAT.

8.3. In the event of a change in the applicable rate of the Supplier's national taxes and duties, the Supplier may demand that the prices are to be adjusted in accordance with the financial net result of such changes. The Supplier must procure and produce documentation for such changes and proof that such changes have an effect on the sales price to the Customer.

8.4. Where the Supplier during a limited period of time have campaign prices on all or selected Products, and if such campaign prices are lower than the prices the Supplier is

entitled to charge pursuant to Appendix 1A Shopping basket, the Supplier is obligated to offer the same low campaign prices to the Customer.

9. Payment terms and billing

9.1. Amounts that are subject to the Supplier performing a specific obligation will not fall due for payment before such obligation has been performed.

9.2. Terms of payment are net thirty (30) days after the Customer has received a correct invoice.

9.3. The Suppliers invoice to the Customer must be correct and provide an overview of what has been purchased/ delivered, at what quantity and at what price. The invoice must therefore contain the following information:

- The Supplier business name, address, telephone / fax contact numbers, company email address and VAT reg. no.
- The name and address of the Customers and VAT reg. no.
- The name of the person who placed / received the order
- A unique invoice reference number that will relate to this invoice only
- The Customers PO no (if the Customers provides the Supplier with that)
- Date of the invoice
- A list of the product and/ services provided, line by line, and the cost of each of these
- A total amount of the invoice
- The payment terms of the invoice (i.e. how long the Customer has to pay)
- Details on how to pay, including bank account details

9.3. Invoices must be issued in DKK, EUR, GBP or USD. CVR/SE, IBAN and EAN numbers must be indicated on the invoice.

9.4. The invoice must be electronic in accordance with Danish legislation. The deliveries must be accompanied by a copy of the e-invoice.

9.5. The Supplier's claim for payment must not be pledged or transferred without the written acceptance of the Customer.

10. Terms of delivery

10.1. The Supplier must deliver to the addresses in Denmark indicated by the Customer at the time of order.

10.2. The Product must be sent DDP (Incoterm 2010), and the Supplier is responsible for the proper packaging of the Products for transport. All packaging costs are included in the delivery prices. The deliveries must be accompanied by a copy of the invoice.

10.3. The Customer must inspect the quantity as well as the quality of the delivered Product. The Customer must without undue delay inform the Supplier of any non-compliance with the specifications stated in the order or elsewhere.

11. Time of delivery

11.1. Lot 1 and 2

- Books published in Europe and the United States: 75% must be supplied within 3 weeks of accepting the order. If the delivery time exceeds 8 weeks of acceptance of the order the Customer has the right to revoke the order.
- Books published in other countries: 75% must be supplied within 6 weeks of receiving the order. If the delivery time exceeds 8 weeks from acceptance of the order the Customer has the right to revoke the order.

11.2. Lot 3

- Books published in Denmark: 75% must be supplied within 1 week of accepting the order. If the delivery time exceeds 4 weeks of acceptance of the order the Customer has the right to revoke the order.
- Books published in Sweden, Norway and Iceland: 75% must be supplied within 2 weeks of accepting the order. If the delivery time exceeds 6 weeks of acceptance of the order the Customer has the right to revoke the order.

12. Passing of risk

12.1. The Supplier bears the risk of the Products until delivery is made to the Customer at the delivery address indicated by the Customer cf. 10.2.

13. Late delivery

13.1. The Supplier must provide status reports on delayed materials according to Appendix 2, section 1.5.1, with an explanation of the delay.

14. Return of deliveries

14.1. The Supplier must accept returns for a full refund of the purchase price of any goods, which are revoked faulty or incorrectly supplied.

14.2. The cost of the return of faulty and/or deficient Products rests with the Supplier.

15. Breach of contract

15.1. Each Party is entitled to terminate the Agreement or cancel the relevant order in the event of the other Party's material breach.

15.2. The following incidences are always considered material breach entitling the Customer to terminate the Agreement immediately:

15.2.1. Repeated deliveries, or other services, including website availability and functionality, that do not meet the quality requirements set out in APPENDIX 2 Specification of requirements;

15.2.2. Repeated material delay in deliveries despite written complaints from the Customer;

15.2.3. The Supplier's bankruptcy, suspension of payments, negotiations regarding to composition or other significant impairment of the Supplier's financial situation, see, however, part 7 of the Danish Bankruptcy Act; or

15.2.4. The occurrence of other circumstances which seriously jeopardize the performance of this Agreement.

15.3. In the event of material breach on the part of the Supplier, the Customer is entitled to terminate the Agreement with 30 (thirty) days' notice to expire on the last day of a calendar month, however, to expire immediately in case of gross breach or repeated breach, where such breach is not stopped upon request to this effect.

16. Damages

16.1. Each Party is liable as regards damages to the other Party in accordance with the general rules of Danish law for any loss suffered by such other Party for any breach of this Agreement.

16.2. The Customer is entitled to decide whether to claim for damages against the Supplier or any sub-suppliers.

17. Force majeure

17. 1. The Supplier is only entitled to invoke force majeure covered by the general definition of force majeure under Danish law and as provided for in the Danish Sale of Goods Act.

17.2. The said force majeure events will constitute grounds for relief only if they affect the execution of the Agreement and could not have been foreseen at the time of conclusion of the Agreement.

17.3. The Party wishing to claim relief under this clause must, without undue delay, notify the other Party in writing of the event constituting force majeure and again when the force majeure event no longer exists.

17.4. Events experienced by a sub-supplier will only be regarded as force majeure if the sub-supplier is faced with one of the force majeure events described above provided that such events could not have been foreseen, avoided or overcome by the sub-supplier.

18. Third-party rights

18.1. The Supplier guarantees that the Customer's use of the Products will not infringe the rights of any third parties.

18.2. In the event that any third party raises objections and/or claims that the Products infringe any third-party rights, the Party receiving the objection must immediately notify the other Party thereof.

18.3. The Supplier is obliged to indemnify the Customer for any claim raised by a third party for the alleged infringement of copyrights or the like in respect of the Products and for all costs and expenses incurred by the Customer in relation thereto.

18.4. The Customer acquires an indefinite right to make catalogue entries available for use in collaboration with other Danish libraries to the effect that data may be copied and used by Danish libraries. The right is acquired due to third-party rights.

19. Sub-suppliers

19.1. The Supplier's use of sub-suppliers is subject to the Supplier's fulfilment of its duty to provide the required documentation as specified in Instructions to Tenderers. The Customer may allow or disallow the replacement of a sub-supplier.

19.2. If the Supplier uses sub-suppliers, the Supplier is responsible vis-à-vis the Customer for any acts and omissions made by such sub-supplier in exactly the same manner and under the same circumstances as the Supplier is responsible vis-à-vis the Customer for its own acts and omissions.

20. Guarantee

20.1. The Supplier guarantee that the delivered Products are of the quality described in this Agreement and are in accordance with the requirements specified in Appendix 2 - Specification of requirements at the time of delivery.

20.2. The cost of the warranty is included in the Product Price and the Supplier is not entitled to any additional payment for such warranty.

20.3. If the Supplier proves that the Customer causes a deficiency, the Supplier is entitled to receive payment of all costs incidental to rectifying the deficiency or to redelivery.

20.4. The Customer must notify the Supplier in writing of any deficiencies in the Products without undue delay after detecting the deficiency. Such notification must contain a description of the deficiency.

20.5. After having received such written notification, the Supplier must confirm receipt thereof within two (2) working days and rectify the deficiency or effect redelivery without undue delay.

20.6. The Supplier is liable for the Products delivered by its sub-suppliers in exactly the same manner as for the Supplier's own products.

21. Assignment

21.1. The Supplier is not entitled to assign its rights or obligations under this Agreement to any third party without the prior written consent of the Customer. The Customer is subject to the public procurement rules, and permission for any such assignment of obligations may therefore be granted in exceptional circumstances only.

21.2. The Customer is entitled to assign its rights under the Agreement to other legal entities without the prior consent of the Supplier.

22. Confidentiality

22.1. This Agreement is confidential and neither Party is entitled to publish the Agreement or its terms and conditions without the prior written acceptance of the other Party. Unless otherwise provided by legislation, judgment or binding authority decisions, the Parties are not entitled to disclose information relating to the Agreement to third parties.

22.2. Reference to the names The Royal Library and University of Copenhagen, or any other of the users' names, may not be used in advertising or in any other way without the Customer's prior written consent.

23. Term and termination

23.1. The Agreement becomes effective 2016 January 1 and expires on 2018 December 31.

23.2. The Customer is entitled to extend the Term of the Agreement once by 1 year to expire on 2019 December 31. In which case, the Customer must inform the Supplier thereof no later than 2018 June 30.

23.3. The Supplier is not entitled to extend the Term of the Agreement.

23.4. The Agreement cannot be terminated by either party during the first six months except if conditions in clause 15 are met. Afterwards, it may be terminated in writing by the Contracting Authority with three (3) months' notice, and by the Holder of the Framework Agreement with six (6) months written notice.

23.5. The Customer has tendered this Agreement in accordance with applicable law, including the public procurement rules. In the event that an administrative authority, including the Complaints Board for Public Procurement, the Competition Authority, the European Commission, or a Danish or European court of law, decides or rules that the public procurement rules or other legislation have been violated in connection with the awarding of the Agreement resulting in the award being annulled, the Customer will be entitled to terminate the Agreement with two (2) month's prior written notice, and the Supplier will not be entitled to any compensation, damages or indemnification. The Customer's right of termination under this clause shall also apply in the event of an appeal being lodged against a decision, ruling or judgment.

23.6. Each Party is furthermore entitled to terminate the Agreement in the event of the other Party's material breach of the Agreement.

24. Governing law and jurisdiction

24.1. The contract and any dispute arising out of the contract must be settled in accordance with Danish law.

24.2. In the event of disagreement between the Parties, each Party shall participate in a settlement negotiation meeting at the request of the other Party, if the Party requesting the meeting has given at least six (6) days' notice. At the meeting, the Parties and/or their advisers, if any, shall seek to resolve the dispute on the interpretation or implication of the contract by negotiation.

24.3. If the Parties do not wish to hold a settlement negotiation meeting, or if the dispute is not resolved within 14 calendar days of a written request from a Party for a settlement negotiation meeting referring to clause 24.2, the dispute may be brought before the Customer's home court as the court of first instance having exclusive jurisdiction.

25. Copies

25.1. This Agreement is executed in two (2) identical copies, one (1) for each Party.

26. Notices

26.1. Notices under this Agreement must be sent by email or mail and delivered to:

26.1.1. If to the Customer:

[Name]
[Address]
[Town and Postal code]

E-mail: XXXXXX
FAO: [Name]

26.1.2. If to the Supplier:

[Name]
[Address]
[Town and Postal code]

[Email]
FAO.: [Name]

27. Signatures

Date

Date

Name of the Supplier

Name of the Customer