

CONSULTANCY CONTRACT

Between **UNEP DTU Partnership**
DTU Management
Technical University of Denmark
UN City, Marmorvej 51
DK-2100 Copenhagen Ø
Company Registration no. (CVR) DK30060946
(Hereinafter referred to as “UDP”)

UNEP DTU Partnership provides scientific input on energy and climate changes issues to the United Nations Environment Program.

UDP is a partnership with UN Environment under the legal entity Technical University of Denmark (DTU) referring to the Danish Ministry of Science, Technology and Innovation, organised and existing under the laws of Denmark. This contract is with the legal entity DTU and therefore UN Environment is not liable for claims of any kind arising out of the activities under this agreement.

And **[Insert name]**
[insert address]
[Please provide unique identification number such company registration no., VAT no. or TAX ID]
(Hereinafter referred to as “Consultant”)

(UDP and Consultant hereinafter sometimes also referred to individually as “Party” and collectively as “Parties”)

The following

CONSULTANCY CONTRACT

is made and entered into as of the date of the last signature of the parties (hereinafter referred to as “the Effective Date”) regarding

Inset project number and title

(hereinafter referred to as “the Project”).

The Parties have agreed as follows:

Article 1 - Assignment

1.1 The Consultant shall provide support for xxx

Article 2 - Scope of Work

2.1 The Consultant shall provide the services as described in **Appendix 1 – Terms of Reference (TOR)**.

Article 3 - Consideration

3.1 Contingent on UDP's receipt of funds from UNOPS and in consideration of the services provided for according to Article 2 of this Contract, UDP will pay [currency e.g. USD] [insert amount] [(insert amount in letters)] to the Consultant.

3.2 Payment by UDP to the Consultant will be made in [insert number] of stages as follows:

- An initial payment of [currency e.g. USD] [insert amount] [(insert amount in letters)] upon approval by UDP of [insert deliverable].
- a second payment of [currency e.g. USD] [insert amount] [(insert amount in letters)] upon approval by UDP of [insert deliverable].
- xxx
- xxx
- A final payment of [currency e.g. USD] [insert amount] [(insert amount in letters)] upon approval by UDP of [insert deliverable].

3.3 The Consultant shall submit an audit certificate upon request.

3.4 The consultant has the obligation to report income to tax authorities in accordance with national rules and legislation.

3.5 Payments are made to the following Bank Account:

Account: (Number and possible Currency Denomination of the said Account)

Beneficiary: (Must be the name of the Bank Account owner)

Beneficiary address: (Must be the address of the Bank Account owner)

Bank and Branch: (Name of Bank and Branch Name, if possible also Branch Number)

Bank address: (Branch address if applicable)

Transfer details: (Minimum the SWIFT Code, if possible also particulars of the bank's Correspondence Bank for the particular Currency)

UDP pays bank transactions costs charged by UDP's bank. The consultant pays bank transactions costs charged by the Consultant's bank.

Article 4 - Term and termination

4.1 The term of the Contract shall commence on the Effective Date and unless terminated earlier in accordance with article 4.2 below, expire without further notice on [...month, day, year...].

4.2 This Contract shall terminate upon occurrence of any of the following:

- (i) automatically, if the Consultant shall file or have filed against it a petition in bankruptcy, be adjudged insolvent, liquidate, dissolve or if the business of the Consultant shall be placed in the hands of a

receiver, assignee, or trustee, whether by voluntary act of the Consultant or otherwise. However, if any of the foregoing occurs and is an involuntary act, termination shall only take place if such act is not reversed or dismissed within thirty (30) days after the commencement thereof; or

- (ii) upon thirty (30) days' written notice from UDP if the Consultant is in default or breach of any material obligation under this Contract as described in such notice and fails before the end of such thirty (30) day period to cure such default or breach to the reasonable satisfaction of UDP; or
- (iii) upon thirty (30) days' written notice from the Consultant if UDP is in default or breach of any material obligation under this Contract as described in such notice and fails before the end of such thirty (30) day period to cure such default or breach to the reasonable satisfaction of the Consultant; or
- (iv) immediately if UDP decides to terminate or change the Project.

4.3 Upon early termination of this Contract according to article 4.2(iv), services already performed shall be paid for according to account rendered. UDP will reimburse the Consultant for all cost incurred in connection with the discontinuation of those services according to article 2 less any saving resulting from the stoppage of the services.

Article 5 - Liability

5.1 The Consultant shall defend, hold harmless and indemnify UDP and the UDP's employees from and against all claims, liabilities, losses and damages, costs and expenses with respect to any litigation, proceeding, dispute or controversy brought against UDP by a third party to the extent such claims, liabilities, losses and damages, costs and expenses are based on any of the services provided by the Consultant according to article 2. The obligation of the Consultant to indemnify UDP shall survive the expiration or earlier termination of this Contract.

Article 6 - Intellectual Property

6.1 Under this Contract, Intellectual Property includes, but is not limited to, copyrights, software, tools, maps, drawings photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents, images, sounds, and other materials publicly or privately owned, collected, created, developed or prepared.

6.2 For the purposes of the Contract, Background Intellectual Property refers to all Intellectual Property and legal right therein, developed before or independent of the Contract and shall be owned by the Party, which has generated such Background Intellectual Property.

6.3 For the purposes of this Contract, Arising Intellectual Property ("AIP") refers to all Intellectual Property and legal right therein, developed as a new products, information and products, whether tangible or intangible, under this Contract, and shall be owned by UDP.

Article 7 - Notices

7.1 Any notice or other communication hereunder must be given in writing to the Party, to which such notice or communication is to be given at the address set forth below:

To UDP at:

UNEP DTU Partnership

DTU Management
Technical University of Denmark
UN City
Marmorvej 51
DK-2100 Copenhagen Ø

To the Consultant at:

[Name, address, telephone, fax]

Article 8 - Governing law and Venue

- 8.1 This Contract shall be governed by and construed and enforced in accordance with the law of the Kingdom of Denmark except for Danish choice of law rules to the extent that such rules would otherwise lead to the application of any other law than Danish law. Proper venue for solution of disputes shall be Copenhagen City Court.

Article 9 - Miscellaneous

- 9.1 Neither this Contract nor any of its provisions may be amended, supplemented, modified or waived except by in writing duly executed by both of the Parties hereto.
- 9.2 No waiver of any provision or consent to any action hereunder shall constitute a waiver of any other provision or consent to any other action, nor shall such waiver or consent constitute a continuing waiver or consent or commit a Party to provide a waiver or consent in the future.
- 9.3 Each Party hereto shall conduct all of its business in its own name as an independent contractor. Neither Party has the right or power to act for or on behalf of the other or to bind the other in any respect.
- 9.4 If any provision of this Contract is determined to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, then to the extent necessary to make such provision and/or this Contract legal, valid or otherwise enforceable, such provision shall be limited, construed or severed and deleted from this Contract, and the remaining portion of such provision and the remaining other provisions hereof shall survive, remain in full force and effect and continue to be binding, and shall be interpreted to give effect to the intention of the Parties hereto insofar as that is possible
- 9.5 The consultant agrees that UDP can collect and store data regarding this contract for the purpose of administrative processing and reporting to tax authorities in accordance with Danish law. Any storage and transfer of data is subject to EU GDPR regulation.

- 9.6 No offer, payment, consideration, or benefit of any kind which constitute illegal or corrupt practices, shall be made, either directly or indirectly, as an inducement or reward in relation to:
- a. the tendering,
 - b. the award of the Contract, or
 - c. the execution of the Contract.

Any such practice will be grounds for the immediate cancellation of this Contract and for such additional actions, civil and/or criminal, as may be appropriate. At the discretion of the UDP a further consequence of any such practice can be the definite exclusion from any tendering for UDP future activities.

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This Contract is executed by the duly authorised officers of the respective Parties in 2 (two) original copies and each Party has received a copy.

For and on behalf of UDP:

For and on behalf of the Consultant:

Date:

Date:

Peter Skotner
Deputy Director, COO
UNEP DTU Partnership
DTU Management
Technical University of Denmark

[Name]
[Title]
[Organisation/company]