



AGREEMENT

REPRODUCTION OF HISTORICAL LAMPS

An agreement governing

The reproduction of historical lamps and lanterns

has been concluded between:

[Write here]

(hereafter referred to as the Supplier)

and

Bergen municipality, Norway

(hereafter referred to as the Customer)

Place and date:

[Write place and date here]

[The Customer's name here]

[The Supplier's name here]

Signature of the Customer

Signature of the Supplier

The Agreement is signed in two copies; one for each party. / electronically.

Communications

All communications concerning the Agreement shall be directed to:

On behalf of the Customer:

Name:

Position:

Telephone:

Email:

On behalf of the Supplier:

Name:

Position:

Telephone:

Email:

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1. GENERAL PROVISIONS

1.1PURPOSE AND SCOPE

This agreement is a Framework Agreement between the Customer and the Supplier governing the delivery of the goods and/or services described in Appendix 1 and in the awarding contracts (Appendix 3).

The Framework Agreement entitles the Customer, and the principals listed in Appendix 1, to purchase goods or services that are covered by this Framework Agreement pursuant to the scope and duration of the Framework Agreement. The Customer and other principals do not have an obligation to purchase any specific quantity of goods or services during the term of the Framework Agreement.

The Agreement governs the delivery of historical park lamps and lanterns in accordance with the requirements in Appendix 1 (Customer requirements specification) and the Supplier's tender, in particular Appendix 2 (Supplier description of the goods).

If Customer participation is a requirement for the Supplier to be able to deliver according to the agreement, the Supplier must, in appendix 2, describe the Customer's participation in sufficient detail as to enable the Customer to prepare and provide specified expertise at the specified time according to the agreement.

The "Agreement" means this general contractual wording, including Appendices.

1.2APPENDICES TO THE AGREEMENT

Appendix 1: Customer requirements specification
Appendix 2: Supplier description of the goods, delivery dates, etc.
Appendix 3: Contract
Appendix 4: Agreed prices
Appendix 5: Contract performance clauses
Appendix 6 Changes subsequent to the conclusion of the Agreement

1.3INTERPRETATION – RANKING

The following principles of interpretation shall apply in the case of conflict:

1. The general contractual wording shall prevail over the Appendices.
2. Appendix 1 shall prevail over the other Appendices.

3. To the extent that the clause or clauses that have been changed, replaced or supplemented, are clearly and unequivocally specified, the following principles of precedence shall apply:
 - a. Appendix 2 shall prevail over Appendix 1.
 - b. Appendix 5 shall prevail over the other Appendices.

If these agreed principles do not solve the conflict, general principles of interpretation of contract apply.

1.4 DURATION AND TERMINATION – EXTENSION OPTIONS

This Agreement shall apply from the date stipulated on the first page of the agreement (effective date) and for a term of two (2) years. The Customer shall have the right to extend the Framework Agreement by a further one (1) year at a time, up to **two (2)** times.

Notification of such an extension shall be provided in writing at the latest three (3) months prior to the expiry of the Framework Agreement.

The Customer may terminate the Framework Agreement with three (3) months' written notice, if reasonable grounds for doing so exist. Such termination shall not affect previously awarded contracts (call-off).

1.5 CHANGES SUBSEQUENT TO THE CONCLUSION OF THE AGREEMENT

If the Customer needs, subsequent to the conclusion of the Agreement, to change the requirements applicable to the goods, or other stipulations underpinning the Agreement, in such a manner that the nature or scope of the goods will differ from that which is agreed, the Customer may request a change agreement.

The Supplier may request adjustments to the payment or progress plans due to such a change. Any request for adjusted payment or progress plans must be submitted, at the latest, simultaneously with the Supplier's response to the Customer's request for an amendment agreement.

Changes to the goods shall be made in writing, and shall be signed by an authorised representative of the parties. The Supplier shall maintain a directory of the changes on an ongoing basis, which shall form Appendix 6, and shall without delay provide the Customer with an updated copy thereof.

1.6 THE REPRESENTATIVES OF THE PARTIES

Upon the conclusion of the Agreement, each of the parties shall appoint a representative who is authorised to act on behalf of such party in matters relating to the Agreement. The authorised representatives of the parties, as well as procedures and notice periods for any replacement thereof, are specified in more detail in Appendix 3.

1.7CONTACT PERSON

Upon the conclusion of the Agreement, each of the parties shall appoint a contact person and an alternative contact person.

If either of the parties needs to change the contact person during the contract period, notice shall be sent to the other party no later than one week before the change comes into effect. Exemptions apply if the change could not have been foreseen.

2. ISSUING AWARDING CONTRACTS UNDER THE FRAMEWORK AGREEMENT

2.1ISSUING AWARDING CONTRACTS (CALL-OFF PROCEDURE)

Contracts under the Framework Agreement shall be called off per e-mail to the Supplier's contact person. A copy shall be sent to the Supplier's alternative contact person. The order shall include the delivery address.

The Supplier shall verify that it has achieved the order and give notice of expected delivery time within two days.

2.2AGREEMENT TERMS AND CONDITIONS FOR THE INDIVIDUAL AWARDING CONTRACTS

Each awarding contract shall be based on the agreement terms and conditions specified in Appendix 3.

3. THE DUTIES OF THE SUPPLIER

3.1DUTY TO RESPOND TO ENQUIRIES

The Supplier shall respond to the Customer's enquiries as quickly as possible.

The Supplier is obliged to deliver all the goods ordered by the Customer under this contract.

3.2ENVIRONMENTAL HAZARDS

The Supplier is obliged to minimize the risk of environmental hazard that may be related to the fulfilment of this contract.

4. THE DUTIES OF THE CUSTOMER

4.1 RESPONSIBILITIES OF AND CONTRIBUTIONS BY THE CUSTOMER

The Customer shall contribute to facilitating the Supplier's performance of its duties under this Agreement and associated awarding contracts.

The Customer holds no obligation to purchase lamp posts or luminaries.

5. DUTIES OF THE CUSTOMER AND THE SUPPLIER

5.1 COOPERATION

The parties shall cooperate and contribute to the performance of the Framework Agreement in good faith. Enquiries from the other party shall be replied to without undue delay.

The parties shall, without undue delay, notify each other of circumstances that they understand, or ought to understand, may be of relevance to the performance of the Framework Agreement.

5.2 CONFIDENTIALITY OBLIGATION

Information that comes into the possession of the parties in connection with the Framework Agreement and the implementation of the Framework Agreement with call-off shall be kept confidential, and shall not be disclosed to any third party without the consent of the other party.

The confidentiality obligation shall continue to apply after the expiry of the Framework Agreement. Employees or others who resign from their positions with one of the parties shall be subjected to a confidentiality obligation following their resignation as well, as far as factors mentioned above are concerned. The confidentiality obligation shall lapse five (5) years after the Framework Agreement comes to an end, unless otherwise is stipulated by law or regulations.

The confidentiality obligation is otherwise governed by the individual awarding contract and relevant laws and regulations.

6. SUB-SUPPLIERS

The Supplier holds responsibility for all faults made by any of its sub-suppliers.

If reasonable grounds apply, the Customer may refuse certain sub-suppliers, or demand that the Supplier ceases to use certain sub-suppliers to perform its duties under this contract.

7. PAYMENT TERMS

7.1 PRICES

All prices are set out in Appendix 4.

All prices are quoted exclusive of Value Added Tax, but inclusive of customs duties and any other indirect taxes.

All prices are quoted in Euro.

Payment terms are set out in Appendix 3.

7.2 PRICE ADJUSTMENT

The prices may be adjusted at the beginning of every calendar year by an amount equivalent to the increase in the retail price index (the main index) of Statistics Norway, with the initial reference index value being the index value for the month in which the Agreement was formed.

The prices may be adjusted to the extent that rules or administrative decisions pertaining to indirect taxes are amended in a way that affects the prices or costs of the Supplier.

The prices shall otherwise be fixed during the term of the agreement.

8. BREACH OF CONTRACT

8.1 BREACHES OF THE FRAMEWORK AGREEMENT

Any breach of contract in respect of the Framework Agreement shall be handled in accordance with the general principles of contract law.

No damages may be claimed in respect of indirect loss. Indirect loss includes, but is not limited to, lost earnings of any kind, lost savings, loss of data, and claims from third parties.

8.2 BREACHES OF AWARDING CONTRACTS

The breaches and remedies associated with the individual awarding contract shall be governed by the individual awarding contract.

8.3 BANKRUPTCY, COMPOSITION WITH CREDITORS, ETC.

In the case of debt rescheduling proceedings, composition with creditors, bankruptcy, or any other form of creditor intervention, in respect of the business of the Supplier, the Customer shall be entitled to terminate the Agreement for breach with immediate effect, unless otherwise is stipulated by mandatory law.

9. RIGHT OF OWNERSHIP AND RIGHT OF DISPOSAL

9.1 RIGHT OF OWNERSHIP OF GOODS

Any goods delivered pursuant to this Agreement shall become the property of the Customer from the date on which the goods have been delivered as agreed and the purchase price has been paid. This includes prototypes.

Moulds belong to the Customer from the moment they have been produced. The production is to be considered fulfilled when the moulds are finished, even though they still need to temper/harden. For the duration of the contract period, the Supplier is to store the moulds, and to use them for the purpose of producing historical lamp posts and lanterns for Bergen municipality. The moulds may not be used for other purposes. The Supplier is obliged to store the moulds in a manner that minimizes the risk of any harm to them.

Adapted production equipment and tools belong to the Customer unless other provisions have been made before the Supplier started creating the equipment or tools.

9.2 RIGHT OF OWNERSHIP OF NON-MATERIAL ASSETS

All 3D models made available to the Supplier, belong to the Customer.

If the Supplier creates new 3D models, the models belong to the Customer unless other provisions have been made before the Supplier started creating the models.

9.3 RIGHT OF DISPOSAL

The tools and moulds will throughout the contract period be at the Supplier's disposal. and storage for the project. The Supplier will be responsible for safe storage and maintenance of the goods.

The Supplier may not use the goods for any other purposes than fulfilling this contract.

10. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

Customer may assign, in full or in part, its rights and obligations under this Agreement to another Norwegian public body, which shall then be entitled to corresponding terms and conditions.

The Supplier may only assign its rights and obligations under the Agreement with the written consent of the Customer. The same shall apply if the Supplier is de-merged into several companies or in the case of assignment to a subsidiary or another company within the same group, but not if the Supplier is merged with another company. Consent shall not be unreasonably withheld.

The right to assignment in the paragraph above shall only apply if the new Supplier meets the original qualification requirements, no other material changes are made to the contract, and the assignment is not made to circumvent the regulations concerning public procurement.

The right to payment under this Agreement may be assigned freely, but shall not release the Supplier from its obligations and responsibilities.

11. DISPUTES

11.1 GOVERNING LAW

The rights and obligations of the parties under this Agreement shall in their entirety be governed by Norwegian law.

11.2 NEGOTIATIONS AND MEDIATION

Should a dispute arise between the parties as to the interpretation or the legal effects of the Agreement, the parties shall first seek to reach agreement through negotiations and/or mediation.

11.3 LITIGATION OR ARBITRATION

If a dispute is not resolved through negotiations or mediation, each party may require the dispute to be resolved with final effect before the Norwegian courts of law.

The venue shall be the court of domicile of the Customer.

The parties may alternatively agree that the dispute shall be resolved with final effect through arbitration.
