Hire of broadcasting equipment, service personnel and transportation for the Vancouver 2010 Olympics

General Contract Terms

Reference no.: NRK-MA2227/09E

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1 Signatures

This Contract is made on, <Date>

Between the Parties:

(1) Norsk rikskringkasting AS

(NRK, Norwegian Broadcasting Corporation Ltd.),
VAT No.: NO 976 390 512,

whose registered office is at Bjørnstjerne Bjørnsons plass 1
NO– 0340 Oslo, Norway
(hereinafter referred to as the “Customer")

and

(2) Vendor

VAT No.: NO XXX XXX XXX,

whose registered office is at ….
<Zip>, <City>, <Country>

(hereinafter referred to as the “Vendor”),

Executed in two originals, where the parties keep one original each, the day and year first before written

Vendor
By ---------- Name Title, Firma

Norsk rikskringkasting AS (NRK, Norwegian Broadcasting Corporation Ltd.),
By ---------- Name Title, Dept

2 Scope of Procurement

2.1 Objective

The overall objective for this contract is to provide broadcasting equipment and services including technical support in order to facilitate the Customer's coverage of the Vancouver 2010 olympics.

The Customer expects delivery of completely tested and operational broadcasting equipment, service personnel to maintain the hired equipment and transportation services.

Furthermore the Customer expects that the Vendor conducts its business in a professional and skilful manner.

2.2 Products and services to be provided

The Vendor agrees to make available to the Customer all the equipment; ready to use, including technical support, service personnel and transportation capacity/services as specified in Appendix 2 upon the terms and conditions described in this document.

3 Contract documents

The signed Contract is made by the following documents:

- General contract terms (this document), with
- Appendix 1 – The Customer's requirements
- Appendix 2 – The Vendor's specifications and prices
- Appendix 3 – Changes to the contract terms
- Appendix 4 – Changes subsequent to the formation of the Agreement

If the Contract contains provisions which are in conflict with each other, the documents of this Contract shall have priority in the order indicated above.

Otherwise, more recent provisions take precedence over older ones, and special provisions take precedence over general ones.

The contract enters into effect from the date of the last signature and has a duration until the lock-down of the games' coverage.

4 Particular responsibility of the Vendor

Any part of the Equipment or services included in this Tender shall:

a) Satisfy the objectives and requirements described in Appendix 1.

b) Comply with international standards for broadcasting equipment, for example, ETSI, ITU, AES and EBU recommendations, where relevant standards exist. Where relevant standards do not exist, the equipment shall conform to published specifications and be fit for the purposes specified in the Tender Basis. The Vendor shall replace any component that the Customer finds not to comply with its requirements regarding performance standards.

c) comply with all relevant directives, such as:

   - Low Voltage Directive, 73/23/EEC
   - EMC Directive, 89/336/EEC
   - Directive 2002/95/EC on the "Restriction of the use of certain Hazardous Substances in electrical and electronic equipment" (The "RoHS" Directive).

d) All products shall bear the CE marking of conformity.

e) All products shall satisfy Canadian directives for electrical equipment.

The equipment shall be delivered onsite at the Vancouver IBC and Whistler MBC and venues, Canada, as specified in Appendix 1.

The Vendor shall organize and handle everything regarding the carnet of the delivery.

The equipment must be safe when it comes to the electrical. And also during the transportation the equipment must be packed into purpose.

The Vendor shall be responsible for the insurance of all the technical equipment and service personnel during the transportation/travel and the games time.

5 Options and changes

The Customer shall have the right to increase/decrease the quantity of Equipment or Services ordered pursuant to this Contract.

The Customer shall have the right to change the specifications of the Equipment pursuant to the Contract. The parties shall agree to any change in the price as result of such change. The remaining terms of the Contract shall be applicable to any such changes.

The Customer shall have the right to hire optional, additional equipment with the purpose to further extend and upgrade the quality of the delivery.

Any amendment or change to this contract shall be made in writing by using Appendix 4.

6 Prices

6.1 Price conditions

All prices are contained in Appendix 2, supported by the terms as set out in Appendix 1.

Prices shall be in NOK or the Vendor's currency and shall include insurance, all duties, toll and fees. Prices shall be stated exclusive of VAT.

The prices shall remain fixed and firm and shall not be subject to escalation or foreign exchange regulation.

All costs in connection with travel, daily allowance and hotel shall be specified and priced separately.

6.2 Payment

Invoice can be issued according to the following payment plan:

1st payment: 40 percent of the total amount upon signing of the contract against a bank guarantee, which will be released on the third payment.

2nd payment: 40 percent of the total amount December 15th 2009, against a bank guarantee, which will be released on the third payment.

3rd payment: 20 percent after the games time

Payment terms are 30 days after invoice date.

6.3 Invoice address

NRK
ØREG RM11
N – 0340 Oslo
Norway

Invoices may alternatively be sent as PDF or TIF files to: regnskap@nrk.no.

The Customer reserves the right to return or reject invoices without sufficient order references and other information.

7 Communication

7.1 Duty to cooperate and keep each other informed

The parties agree to cooperate in all ways necessary for the other party to be able to perform its obligations under the Contract.

The parties agree to keep each other informed from time to time as to the stages of the performance of their obligations.

7.2 Contact between the Vendor and the Customer

The parties should at all times keep each other informed as to who is their contact person/representative.

It is the Customer's desire to have only one contact person (with backup) regarding the Contract and optionally one contact person regarding the orders and daily communication with the Customer.

Each party should inform the other party in case of change of contact person(s).

Any communication with relevance for the interpretation or execution of this contract shall be made in writing between the parties' assigned contact persons.

8 Force Majeure

Neither party shall be deemed to have breached this Contract if its failure to perform its obligations is due to Force Majeure. The term Force Majeure shall mean events or occurrences such as war and warlike situations, mobilization, riots or civil commotions, fire, floods, acts of God, actions or omissions of governmental authority, non-local workers conflicts (e.g., strikes, lockouts, slow-downs), or any other similar events outside the control of the Vendor or Customer which prevent or delay the performance of such party's obligations as set forth in the Contract. To be Force Majeure, said situation or occurrence must be unforeseeable at the time of contracting and must be one which the party reasonably could not be expected to have avoided or overcome the consequences of.

In case of Force Majeure, both parties undertake to use their best efforts to minimize the delays resulting there from.

The party whose performance is affected by Force Majeure shall advise the other party promptly in writing of the commencement and termination of the said event. In case no notice is given within 15 days of the occurrence of the event, then Force Majeure cannot be invoked to excuse the non-performance of any obligation.

In a Force Majeure situation a party shall be permanently relieved of its obligation if the situation lasts or must be expected to last more than 30 days calculated from the occurrence of the Force Majeure situation, and only upon 7 days notice.

Each party shall bear its own losses due to the Force Majeure situation.

9 Delay, guaranteed performance and liquidated damages

Given the nature of the Contract Work and the absolute necessity of performance in accordance with the Contract, and in particular the absolute necessity of timely performance, the Vendor guarantees:

a) The System fully operational according to the Contract Work by dates set forward in the milestones table after having passed testing as agreed upon.

b) The successful passage of the System Acceptance test by dates set forward in the milestones table.

If the Vendor fails to fulfil his guaranteed performances described in a) and b) above, the Vendor shall become obligated to do two things:

a) The Vendor must, at his own expense, call upon all resources (including the use of third party independent contractors) necessary to ensure the expedited achievement of the guaranteed performances as described.

b) The Vendor must pay liquidated damages to the Customer in the amount of 0.1% of the total contract sum (excluding VAT) per calendar day until the guaranteed performances are met, limited up to 10 %.

These two obligations are independent of each other and cumulative. The costs referred to in a) are in addition to the payment of liquidated damages and have no limit placed upon them.

If the Vendor has succeeded in making the System fully operational but has not delivered the documentation specified in the Contract, then the Vendor shall pay liquidated damages to the Customer in the amount of 0.1% of the total contract sum (excluding VAT) per calendar day until the documentation has been delivered, limited up to 2.5 %. If there is a delay in making the System fully operational and delivery of documentation, then the liquidated damages shall be measured as described in b) above.

Liquidated damages shall be conclusive and in lieu of all other claims of the Customer for delay or non -performance. This limitation shall not apply in case of wilful misconduct or gross negligence on the Vendor’s side.

If the Vendor has reason to believe that the Contract Work cannot be delivered in accordance with the time schedule, it must give immediate notice to the Customer. It must also present a plan of action for avoiding delay, and in the case of a missed milestone, the Vendor must present a plan of action and implement an increased pace of performance, so as to make up for the delay.

9.1 Cure and replacement

All defects in the specified equipment, hardware and software, including defects in design, manufacture workmanship or fitness for the particular purpose, shall be cured by the Vendor without any further cost to the Customer. The Vendor shall in this connection undertake all necessary service on the delivered system, hardware and software.

Response times are according to Appendix 2.

9.2 Termination

If after delivery of the specified equipment, a defect is discovered, either defect in design or defect in manufacture, making the performance of system result in quality so poor as to be unacceptable to the Customer and poorer than its stated specifications, then the Customer shall have the right to terminate this Agreement, unless, after delivery, a defect of the abovementioned type is successfully cured by the Vendor.

If the Vendor fails to provide the specified equipment ready for use within by dates set forward in the committed milestones table, then the Customer shall be entitled to terminate this Agreement immediately upon given written notice to the Vendor, and, unless such failure shall be attributable to Force Majeure, is entitled to recover from the Vendor the amount of all damages and loss suffered by the Customer resulting from such failure.

9.3 Liability of tort

The Vendor shall indemnify the Customer against any loss of or damage to any property, or injury to or death of any person, caused by any negligent act or omission or wilful misconduct of the Vendor, its employee, agents or subcontractors or by any defect in the design or workmanship of the equipment up to a maximum of Euro 1.000.000 per tortuous incident.

The Customer shall indemnify the Vendor against any loss of or damage to any property, or injury to or death of any person, caused by any negligent act or omission or wilful misconduct of the Customer, its employee, agents or subcontractors up to a maximum of Euro 1.000.000 per tortuous incident.

10 Duty of confidentiality

Each party undertakes that it and its staff shall keep confidential and not disclose to any third party, without the other party's prior consent in writing, any drawings, design or information (whether of a commercial or technical nature) acquired from the other party in connection with the work which is the subject of this Contract irrespective of the way of disclosure.

The recipient of the information shall have no obligation to preserve the proprietary nature of any information that:

a) was previously known to the recipient of the information free of any obligation to keep such Information confidential; or

b) is received from a third party without similar restriction and without breach of this Agreement; or

c) is disclosed to third parties by the disclosing Party without restriction; or

d) is or becomes publicly available by actions not in violation of this Agreement; or

e) is independently developed by the recipient of the information; or

f) is approved for release by written authorization of the disclosing Party; or

g) is required to be disclosed pursuant to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction.

The rights and obligations accruing prior to termination as set forth herein, shall, however, survive the termination of this Agreement for a time period of 5 (five) years.

11 Advertisement

This Contract does not give the Vendor the right to use either its role as Vendor or the Customer’s name or logo in any advertisement or professional communication without written authority of the Customer. The Vendor may however use the Customer’s name as a reference in press releases.

12 Application of law; disputes

The parties should try to solve any dispute through negotiations, if the dispute remains unsolved after 60 days, either party may bring the dispute before the District Court of Oslo.

The laws of Norway shall govern the Contract between the Vendor and the Customer.

Norwegian courts shall determine any dispute, which may arise between the parties concerning the Contract, and the parties shall submit to the exclusive jurisdiction of the Oslo District Court.