

Subcontractor terms for provision of consultancy services

1. Scope for application

1.1. These terms apply insofar as a separate agreement has been concluded between People-IT and the Subcontractor regarding the Subcontractor's provision of consultancy services to People-IT's customers.

1.2. The terms apply in their entirety unless they have expressly been departed from by the parties pursuant to separate written agreement.

2. Consultancy services

2.1. The Subcontractor provides the required consultancy services to People-IT's customers on behalf of People-IT. The consultancy services concern the performance of specific tasks or general consultancy services to the customer stated in a separate agreement for a specified contract period. The Subcontractor is not entitled to extensions of the contract period or to a fixed number of hours in the contract period unless separately agreed.

2.2. The Subcontractor performs the task/provides the services independently and is responsible for the organisation, performance and management of the work. The Subcontractor shall – to a reasonable extent – comply with requests from People-IT's customer for changes to the order. People-IT and the Subcontractor shall each act loyally with a view to ensuring good relations to the customer.

2.3. The consultancy services must always be provided in accordance with generally accepted IT principles and good practices in the industry. The Subcontractor is responsible that it and its employees, if any, possess the necessary expertise, including in terms of both education and experience, to be able to deliver the services contracted for to People-IT's customer.

2.4. The Subcontractor bears the risk of being able to deliver the necessary manpower at any time. Only with People-IT's express, written consent may the Subcontractor replace consultants specifically engaged by the customer.

2.5. The consultancy services must be provided during the customer's opening hours, but otherwise the Subcontractor organises its own working hours, always provided that any estimated contract period must be observed as far as possible. Unless otherwise agreed, it is assumed that during the contract period the Subcontractor, including the person(s) expressly engaged to perform the task, must each be able to provide services corresponding to usual weekly working hours. Unless otherwise expressly agreed, the Subcontractor will be entitled to provide consultancy services to third parties during the contract period, provided that this is compatible with the provision of consultancy services to People-IT's customer.

2.6. Irrespective of the content of clause 2.5, the Subcontractor shall – provided that People-IT's customer so requires – to a reasonable extent provide consultancy services in excess of the hours corresponding to usual working hours.

2.7. The Subcontractor is only entitled to take holidays during the contract period for the agreed tasks if the written agreement with People-IT so provides, and in that case the taking of holidays must always be coordinated with People-IT's customer.

2.8. In the event that the Subcontractor becomes incapacitated for work because of illness or similar, including pregnancy, die or in any other manner that may be considered as a valid excuse for being absent is prevented from performing its functions as a Subcontractor to People-IT's customer, the Subcontractor is not liable for delays in relation to specific deadlines that may have been agreed.

2.9. In case a situation as stated in clause 2.8 should arise, meaning that the Subcontractor is prevented from providing services as assumed, People-IT is entitled to terminate the agreement concluded.

3. Payment/settlement

3.1. The consultancy services are performed as per account rendered on an hourly basis at the hourly rate agreed between the parties; see clause 4 below. The Subcontractor is entitled to invoice People-IT for work performed. Payment to the Subcontractor for hours reported will be settled within 5 days after receiving payment of the corresponding invoice from the customer.

3.2. REPORTING TO PEOPLE-IT

The Subcontractor shall via the received document report services provided and time spent one of the last days every month – for the purpose of People-IT's invoicing to its customer. In case of late payment on the part of People-IT, the Subcontractor is, besides the right to pursue the usual remedies for breach of contract, entitled to interest at a rate corresponding to the discount rate + 2% p.a. The above will not apply if late payment is due to non-payment on the part of People-IT's customer or matters pertaining to the Subcontractor.

4. Hourly rates

4.1. Agreed hourly rates apply to consultancy services performed within normal working hours, i.e. on weekdays (Monday-Friday), excluding holidays, between 08.00 and 18.00 (Friday only to 16.00).

4.2. If, according to written agreement with People-IT or its customer, the Subcontractor performs work for the customer between 18.00 and 21.00, an additional 50% of the hourly rate is charged. Between 21.00 and 08.00 on Saturdays, Sundays and holidays, an additional 100% of the hourly rate is charged.

4.3. Consultancy services by telephone is settled on an hourly basis precisely as other services.

4.4. Mileage is settled at an hourly mileage rate according to the agreement. Bridge tolls, ferry tickets and hotel bills are settled at the actual amounts as per account rendered.

5. Time of delivery – specific tasks

5.1. The Subcontractor's services to People-IT's customer are provided at an hourly basis during the contract period. In the event of specific tasks, the contract periods stated are only suggested estimates, but the Subcontractor must to the widest possible extent endeavour to perform the task before the end of the contract period. Hence, in connection with the acceptance of a specific task, the Subcontractor shall make an estimate of whether the contract period stated is considered to be realistic.

5.2. If, in connection with the performance of a specific task, the Subcontractor becomes aware that the task must be considered to be of longer duration than originally assumed, the Subcontractor shall immediately notify People-IT.

6. The Subcontractor's obligations in connection with specific tasks

6.1. Unless otherwise agreed, the Subcontractor shall provide its own PC, development software, method manuals, software, etc. The Subcontractor shall provide the services at the customer's workplace, but insofar as this complicates or delays the performance of the task, the Subcontractor is entitled to provide services as distance work via an outside connection.

6.2. The Subcontractor shall review a description of the task prepared by the customer (if such description exists) and any requirement specifications in order to clarify – insofar as possible – any obscurities or discrepancies before the conclusion of the agreement. The Subcontractor is responsible that it receives all relevant and necessary information from the customer regarding the task as well as the customer's IT equipment and software.

6.3. The Subcontractor shall acquaint itself with and observe directions, procedures, etc. that may apply in the customer's business, including especially with regard to the maintenance of data security. People-IT shall submit such directions and procedures (if they exist) to the Subcontractor in reasonable time before the start of the task.

6.4. In connection with the provision of services, the Subcontractor shall regularly inform People-IT about the state of affairs and developments, including about any special matters, events or problems of cooperation with People-IT's customer.

6.5. The Subcontractor shall at all times maintain adequate insurance cover, including commercial and business insurance, which in all respects corresponds to what may be regarded as usual in the industry.

7. Confidentiality

7.1. The Subcontractor shall indefinitely keep secret all information of a confidential nature about People-IT or its customer, which the Subcontractor may have learned as a result of the agreements concluded. Confidential information is any information that is not already generally known or available to the public.

7.2. Any violation of clause 7.1 may be countered by People-IT by a claim for compensation and the issuance of an injunction.

8. Proprietary rights, intangible rights

8.1. The Subcontractor is aware and accepts that the proprietary right to all intangible rights, including intellectual property rights, documentation, products, material and software produced by the Subcontractor or its employees in connection with the provision of services belong to People-IT or its customer. Always subject to clause 7.1, the Subcontractor is, however, entitled to use know-how regarding the task/provision of services in connection with the performance of other projects.

9. Allocation of liability

9.1. In accordance with the general rules of Danish law, the parties are responsible for the observance of the agreements made between the parties, including this term; but see below.

9.2. The Subcontractor shall fully indemnify People-IT for any claim of any kind whatsoever that may be raised against People-IT by the customer or a third party as a result of the Subcontractor's errors, omissions, defective provision of services or breach of contract caused by the Subcontractor in connection with the Subcontractor's provision of services.

9.3. Neither party shall be liable for indirect or consequential losses such as business interruption loss and loss of profits.

9.4. Unless the Subcontractor has acted grossly negligently or intentionally, the Subcontractor's liability, which is not covered by insurance, is limited to the amount invoiced to the customer in respect of the specific task. If insurance cover is provided, liability is limited to the amount paid by the insurance company.

10. Product liability

10.1. The Subcontractor is only liable for personal injury and/or property damage caused by products to the extent that the product was delivered by the Subcontractor, and provided such liability follows from Danish mandatory statutory provisions.

11. Termination and Jurisdiction

11.1. Unless otherwise expressly agreed, agreements concluded are non-terminable in the contract period. On the expiry of the contract period, the agreement automatically lapses.

11.2. Any disputes that may arise between the parties will be finally settled by the Maritime and Commercial Court of Copenhagen according to Danish law.