

Open Discovery  
Innovation Network

ÓDIN

**CONSULTANCY  
AGREEMENT**

## CONSULTANCY AGREEMENT

The undersigned parties

### **Aarhus University**

Nordre Ringgade 1  
DK-8000 Aarhus C  
Denmark  
Cvr. no. 31119103  
(in the following the "Client")

and

[insert name]

[insert address]

[insert postal code and city/town]

[insert CVR no.]

(in the following the "Consultant")

have today entered into an agreement regarding the provision of consultancy services on the terms and conditions laid out in this Agreement.

### **1. BACKGROUND**

1.1 The Client is conducting the project ODIN under grant from Novo Nordisk Foundation (the "Project"). The Client wishes to engage the Consultant to [insert outline description of the object of this Agreement].

### **2. DESCRIPTION OF THE TASKS**

2.1 The Consultant perform the tasks for the Client under this Agreement. The tasks are specified in appendix 1 (the "Tasks").

### **3. THE CONSULTANT'S RIGHTS AND DUTIES**

3.1 The Consultant will have [employee name] perform the Tasks under this Agreement. The Consultant acts as an independent Consultant and not as an employee of the Client.

3.2 The Consultant agrees to act loyally and solely attend to the Client's interests.

3.3 The performance of the Tasks is dependent of the expertise and skills of [employee name] as a person and accordingly the Consultant is not entitled to have the Tasks performed by other employees or third parties.

3.4 Upon the conclusion of the Tasks, or early termination of this Agreement regardless of cause, the Consultant undertakes to return all materials handed over by the Client, and the Consultant shall at the same time hand over all materials, documentation, guidelines, etc. worked out by the Consultant as part of solving the Tasks.

- 3.5 The Consultant understands that consistent with applicable laws and regulations, the Client is governed in the handling of research practice and intellectual property by its official policies titled Responsible Research Practice at Aarhus University and the Consultant agrees to abide by the terms and conditions of this policy, as it may be amended from time to time.
- 3.6 The Consultant is not authorized to enter into any agreement or make any binding commitments on behalf of the Client.

#### **4. THE CLIENT'S CONTRIBUTION**

- 4.1 During the performance of the Tasks, the Client shall collaborate with the Consultant by making the following available to the Consultant as required for [employee name] solving the Tasks on behalf of the Consultant:

Specific project proposal and guidelines for assessment hereof.

#### **5. REPORTING**

- 5.1 The parties agree to hold an initial meeting between the Client and the Consultant Employee for details about the Task.
- 5.2 The Consultant is obligated to report the final assessment as stipulated in Appendix 1, Tasks. Timely performance of the final assessment is of utmost importance for the Client.

#### **6. REMUNERATION**

- 6.1 The contractual fee for the Consultant's performing of the Tasks shall be a flat and final fee of Euro [XX] per. project proposal as indicated in Appendix 1. Any additional fees, expenses, costs etc. must be agreed upon in writing by the Parties. The Consultant will submit an invoice for the amount to the Client. The Consultant's fee falls due for payment 45 days from the date of the Consultant's invoice. The Client may submit an invoice after timely delivery of the Task.
- 6.2 The Consultant's fees and claim for refund of outlays and extraordinary expenses will be stated excl. of VAT. The Consultant is VAT registered, and shall be responsible for payment of any applicable taxes and VAT etc.

#### **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 The Client will automatically and without separate payment hold all title and rights to the results and intellectual property rights hereto including but not limited to patentable inventions, utility models, copy rights to software and materials, which the Consultant has generated as part of solving the Tasks. This applies regardless of whether the results/intellectual property rights have been generated in connection with the Consultant's own activities or in collaboration with the Client. The rights are assigned to the Client automatically and continuously as they arise.
- 7.2 The Client's rights as per Section 7.1 cover any and all results and intellectual property rights hereto, unless the Consultant documents that the activities resulting in the intellectual property right have been conducted without any connection to the Tasks to be solved under this Agreement.

7.3 The Client's title to the results of the Tasks does not prevent the Consultant from applying the non-protectable ideas, know-how, methods and general knowledge, which the Consultant may have acquired during the performance of the Tasks when solving tasks for other clients, however provided that the Client has already published such results, cf. Section 12.

## **8. LIABILITY FOR DELAY, ERRORS AND OMISSIONS**

8.1 The Consultant is liable for delays, errors and omissions in connection with the performance of the Tasks in accordance with general rules of Danish law.

## **9. DURATION AND TERMINATION**

9.1 This Agreement is effective from [INSERT DATE] on which date the Consultant commences the Tasks hereunder. The Agreement will automatically terminate on [INSERT DATE] when the Tasks have been fulfilled.

## **10. BREACH OF CONTRACT**

10.1 Either of the parties may terminate this Agreement without notice in case the other party commits a material breach e.g. the Consultant does not deliver the Task within the deadline.

10.2 If the Client terminates this Agreement, the Consultant may only claim a fee for that part of the work, which has been performed before the date of terminating.

## **11. CONFIDENTIALITY**

11.1 The Consultant shall keep confidential all information, which the Consultant receives or learns of concerning the Client or the Client's project, including the Tasks and the results of the Tasks. The confidentiality obligation covers any information of scientific, technical or commercial character including information cornering the Tasks.

11.2 The Consultant's confidentiality obligation shall also apply to its employees, sub-suppliers and all other external advisors contributing to the performance of the Tasks.

11.3 This confidentiality obligation also applies after completion of the Tasks and after the expiry of this Agreement, until such time when the Client has made the results of the Tasks public.

## **12. PERSONAL DATA**

12.1 The Client will transfer personal information to the Consultant in relations to the Task. The Consultant will process this personal information in the Client's capacity as an independent data processor.

12.2 Personal data transferred from the Client to the Consultant shall solely be used for the Task and shall be deleted upon the completion of the Task. The Client warrants to comply with GDPR for any processing of personal data subject to this Agreement.

## **13. LAW AND VENUE**

13.1 This agreement is governed by Danish law.

13.2 Any disagreement or dispute between the parties as to the interpretation and scope of this Agreement is to be settled by a Danish court in accordance with the general Danish rules of law.

**14. SIGNATURE**

14.1 This Agreement has been signed either digitally or in originals, and the signature pages have been exchanged as scanned pdf files.

**15. LIST OF APPENDICES**

Appendix 1: Tasks

**16. SIGNATURES**

Aarhus University

Date:

[Consultant]

Date:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Title:

Title:

On behalf of Recipient

Date:

Signature: \_\_\_\_\_

Name: