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between

NORDUNET

and

[supplier]

[dd/mm/yyyy]

NORDUnet [Org. no., address] (“NORDUnet”)

and

[Company, Org. no., address], (“the Supplier”)

Below “the Parties”, have entered into the following agreement (“the Agreement”).

1. The Project - Scope of the Services
	1. The Supplier shall provide software development services to NORDUnet in accordance with the project specification in Schedule 1, below “the Services”. The overall project described in Schedule 1, of which the Services form part, is hereinafter referred to as “the Project”.
	2. Any material change in the scope of the Services shall be mutually reviewed and agreed in writing before implementation.
2. Performance of the Services
	1. The Supplier shall perform its obligations in a timely and professional manner and in accordance with industry standards. The Supplier shall maintain a high degree of communication and co-ordination with other members of the engineering team working with the Project, all as instructed by NORDUnet.
	2. Unless otherwise agreed in writing, the Supplier shall provide its own hardware, other equipment and supplies which are required to perform the Services.
	3. NORDUnet shall provide the Supplier with access to the necessary information and material regarding NORDUnet’s operations, and access to NORDUnet’s premises, which is required for the performance of the Services. The Supplier shall comply with the prevailing security regulations in conjunction with the performance of the Services.
3. Compensation and payment
	1. Supplier shall no later than the 5th of every calendar month issue its invoice to NORDUnet with a detailed account of work performed the previous calendar month including time spent on each task, fee per time unit as agreed by the Parties, total fees and (if any) agreed expenses incurred.
	2. Travel expenses and other expenses will be reimbursed by NORDUnet only if agreed in writing. Monthly total fees and expenses are not to exceed the limit agreed by the Parties.
	3. Upon approval of the Supplier’s invoice, NORDUnet shall pay the Supplier compensation for performance of the Services in accordance with the hourly rate stated in Schedule 2. All fees are exclusive of VAT.
	4. Provided that the Supplier has fulfilled the requirements stated above in this Article 3, the Supplier shall be entitled to payment no later than the 30th of the calendar month of invoice.
	5. Any claim of compensation for work performed or expenses incurred which has not been submitted to NORDUnet within 60 days of completion of the Services shall be forfeited, with the exception of right to set-off.
4. Intellectual property
	1. Unless otherwise agreed in writing, all copyright and/or other intellectual property rights arising as a result of the Supplier’s performance of the Services shall belong to NORDUnet. NORDUnet will in turn, for the benefit of the Internet community, publish (a) all documentation and specifications resulting from the Project under a Creative Commons BY 4.0 license and (b) all other results of the Project under a Simplified (2-clause) BSD license.
	2. Unless otherwise agreed in writing, the Supplier warrants that the result of the Supplier’s performance of the Services will be an original work product which will not infringe upon any third party’s intellectual property rights.
	3. Any agreement providing for a different allocation of intellectual property rights such as referred to in 4.1 and 4.2 shall be duly signed by both Parties and appended hereto as an additional schedule to this Agreement.
	4. The Supplier undertakes, at its own expense, to defend NORDUnet in the event that a claim is made or legal proceedings commenced against NORDUnet on the basis of NORDUnet’s use of the result of the Supplier’s work and the infringement relates to the work or material provided by the Supplier. In addition, the Supplier undertakes to reimburse NORDUnet for any costs and damages which NORDUnet is required to pay as a result of a settlement or judgment. The Supplier’s obligation shall only apply provided that the Supplier is informed by NORDUnet in writing within a reasonable time of the claim made or the legal proceedings commenced, and that the Supplier is entitled to participate in the defence of such legal proceedings and any negotiations regarding an agreement or settlement.
5. Confidentiality

No confidential information shall be disclosed by a Party to the other Party as a result of this Agreement. Should such disclosure be made unintentionally, the Parties shall take appropriate action to protect such information. However, neither Party shall be entitled to claim confidentiality in respect of any information produced as a result of the Project, such as but not limited to Project discussions, mailing list correspondence, source code, specifications or documentation.

1. Liability and insurance
	1. Subject to the limitations set forth below, a Party shall be liable for any loss suffered by the other Party due to negligence.
	2. With the exception of the provisions of Article 4.3, a Party’s liability in damages, for one or several incidents of damage, shall be limited to a total of 1,000,000 (one million) SEK or such greater amount as is covered by the liable Party’s professional liability insurance.
	3. Both Parties shall maintain liability insurance covering as a minimum the amount stated in Article 6.2.
2. Term and termination
	1. This Agreement enters into force on the date of both Parties’ signatures and applies until the earlier of (a) the completion of all Services as approved by NORDUnet or (b) NORDUnet’s premature termination with or without cause.
	2. For the avoidance of doubt, the Supplier shall upon termination according to Article 7.1 be entitled to compensation for work performed and, if applicable, expenses up until the time of termination but not for lost profit in respect of remaining contract time or other costs related to premature termination.
	3. The Agreement may also be summarily terminated in accordance with the following:
		1. Either Party shall be entitled to summarily terminate the Agreement where the other Party commits a material breach of its obligations in accordance with this Agreement and does not, within a period of 15 days following written notification, addressed to the recipient with reference to this section, undertake rectification or a Party demonstrates that he has taken measures to obviate the breach of Agreement.
		2. Either Party shall be entitled to terminate this Agreement in the event that the other Party is subject to liquidation or bankruptcy proceedings, enters into composition negotiations, or is otherwise insolvent.
	4. Upon termination of the Agreement or upon NORDUnet's request at any other time, the Supplier will deliver to NORDUnet all of NORDUnet's property together with all copies thereof, and any other material containing or disclosing any result of the Services.
	5. The following provisions shall survive termination of this Agreement: 3.3-3.5, 4.1-4.3, 6.1-2, 7.4 and 8.
	6. Termination must, in order to be valid, be made in writing.
3. Disputes and law
	1. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”).
	2. The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm.
	3. This contract shall be governed by the substantive law of Sweden.

Stockholm [dd/mm/yyyy] [place] [dd/mm/yyyy]

**NORDUnet [Supplier]**

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Schedule 1 – Scope of Services

Schedule 2 – fees