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between

NORDUnet A/S

and

[supplier]

[dd/mm/yyyy]

NORDUnet A/S, (“NORDUnet”), CVR 17490346

Kastruplundgade 22

DK-2770 Kastrup

DENMARK

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. Material deviations from the baseline scope and budget documented herein will be mutually reviewed and agreed by Provider and NORDUnet. Any such change orders shall be approved by both, NORDUnet and Service Provider. NORDUnet is not committing to buying a specific no. of hours from the Supplier.
   2. 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 best industry practice with regards to information security in conjunction with the performance of the Services.
3. Relationship
   1. Service Provider's relationship with NORDUnet will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Service Provider (a) is not the agent of NORDUnet; (b) is not authorized to make any representation, contract, or commitment on behalf of NORDUnet; (c) will not be entitled to any of the benefits that NORDUnet makes available to its employees, if any, such as group insurance, profit-sharing or retirement benefits (and waives the right to receive any such benefits); and (d) will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority with respect to Service Provider's performance of services and receipt of fees under this Agreement, as well as with respect to Service Provider’s employment of any employees, independent contractors or otherwise with respect to the performance of services pursuant to this agreement.
4. 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 previously agreed upon, any expenses incurred.
   2. Travel expenses and other expenses will be reimbursed by NORDUnet only if previously agreed in writing. Monthly total fees and expenses are not to exceed the limit previsouly 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 4, the Supplier shall be entitled to payment no later than 30 days after the invoice date.
   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.
5. Intellectual property
   1. 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 Attribution Share Alike (CC BY-SA 3.0) license and (b) all other results of the Project under the NORDUnet BSD license as stated in Schedule 3.
   2. 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. With respect to any patents owned by the Supplier, or that Supplier can license without payment to any third party, Supplier hereby grant to NORDUnet a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free license to:

* make, have made, use, sell, offer to sell, import, and otherwise transfer Supplier's contribution in whole or in part, alone or in combination with or included in any product, work or materials arising out of the project to which Supplier's contribution was submitted, and
* at NORDUnet's option, to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements.
  1. 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 any such infringement relates to Supplier's non-compliance with section 5.2 of the agreement. 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 in relation to Supplier's violation of section 5.2. 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.

1. 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, whether intended or not, 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.

Both Parties agrees that during the term of this Agreement and thereafter, except as expressly authorized in writing by the other Party, it (a) will not use or permit the use of Confidential Information (defined below) in any manner or for any purpose not expressly set forth in this Agreement; (b) will not disclose, lecture upon, publish, or permit others to disclose, lecture upon, or publish any such Confidential Information to any third party without first obtaining the other Party's express written consent on a case-by-case basis; (c) will limit access to Confidential Information to the other Party's personnel who need to know such information in connection with their work; and (d) will not remove any tangible embodiment of any Confidential Information from the other Party's premises or permit any employee or independent contractor of that Party to remove any such tangible embodiment of any Confidential Information from that premises without the other Party's prior written consent. "Confidential Information" includes, but is not limited to, all information related to both Parties business and its actual or anticipated research and development, including without limitation (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products or plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of the other Party's employees, contractors, and any other service providers; (iv) the existence of any business discussions, negotiations, or agreements between the other Party and any third party; and (v) all such information related to any third party that is disclosed to the other Party during the course of the other Party's business ("Third Party Information"). Notwithstanding the foregoing, it is understood that both Parties are free to use information that is generally known in the trade or industry, information that is not gained as a result of a breach of this Agreement, and the Party's own skill, knowledge, know-how, and experience.

1. Liability and insurance
   1. Subject to the limitations set forth below, a Party shall be liable for any loss or legal expenses suffered by the other Party due to negligence.
   2. With the exception of the provisions of Article 5.5, a Party’s liability in damages shall be limited to a total of 1,000,000 (one million) SEK per instance or such greater amount as is covered by the liable Party’s professional liability insurance. With regards to Article 5.5 no such limit applies to the liability.
   3. Both Parties shall maintain an adequate liability insurance covering as a minimum the amount stated in Article 7.2 for at least a period of five year following the termination of this contract.
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 8.1 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. Anytime during the project period the NORDUnet has the right to terminate the contract for convenience with immediate effect.
   4. Also the Agreement may be terminated in accordance with the following:
      1. Either Party shall be entitled to 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.
   5. 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.
   6. The following provisions shall survive termination of this Agreement: 4.3, 4.4, 4.5, 5, 7, 8.5 and 9.
   7. In order to be valid a notice of contract termination must 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 Danish Institute of Arbitration (Danish Arbitration).
   2. All negotiations connected with the Dispute shall be conducted in complete confidence, and the Parties undertake not to divulge details if such negotiations except to their professional advisors who shall also be subject to such confidentiality and shall be without prejudice to the rights of the Parties in any future proceedings. The Parties shall require the Danish Institute of Arbitration not to disclose the fact of or the details of the arbitration to any third party.
   3. This contract shall be governed by the laws of Denmark.
   4. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
   5. This Agreement, and the party's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by either party without the other's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement will be binding upon permitted assignees.

Copenhagen [dd/mm/yyyy] [place] [dd/mm/yyyy]

**NORDUnet [Supplier]**

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Schedule 1 – Scope of Services

Schedule 2 – fees

Schedule 3 – NORDUnet BSD Software License

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# Applying the license to a project

In order to apply the NORDUnet BSD Software License to a project do the following:

1. Make a copy of the license text and place it into a text file named LICENSE.txt (or similar)
2. Include the file in the project code repository.
3. Refer to the license file in any documentation and (if applicable) in the head of each source code file.

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