

**GENERAL CONDITIONS FOR WORK AND DELIVERIES**  
Issued 20.09.2000**1. Charges**

Charges for work carried out or deliveries made are paid according to invoice 30 days net. Invoices are based on time consumption, supplies, materials used etc. as recorded by IPU. Charges are to be calculated in accordance with agreed hourly rates and any current official expenses valid at the time of invoicing. Hourly rates are adjusted in accordance with the general standard price development as per 1<sup>st</sup> January and 1<sup>st</sup> July, unless otherwise agreed.

Official charges are p.t. value added tax.

Invoicing takes place monthly.

**2. Budget**

If the client so wishes, a working plan and estimated budget may be worked out. The cost of this work is included in the total project price.

If an approved budget or estimate of the total costs exists, IPU shall obtain the client's approval before putting work in hand which can be foreseen to involve expenditure in considerable excess of the total budget. A 10% excess is considered as substantial.

**3. Project Information**

As work proceeds IPU will prepare periodic progress reports as agreed with the client. The reports will normally cover:

- a) a short review of the type of work done
- b) a short description of the results achieved
- c) an estimate of the progress compared with the working plan and budget

**4. Rights**

Results of given assignments, whether interim or final, and the right to their use shall belong to the client. This applies regardless of how such results are presented, be they in the form of drawings, reports, data and program files, systems, components etc.

IPU has always the right to retain copies of results arrived at in connection with completed projects be they in the form of drawings, reports, data and program files, systems, components etc. In the same way IPU has the right to retain copies of material used in the achievement of results in the same form as mentioned above. Such material is covered by the secrecy agreements of the project.

**5. Patents**

So far as patentable inventions made by IPU during the project are concerned, the client may choose whether the patents are to be taken out in his own or in IPU's name. The client must, at least four months after being advised of an invention and at least four months after the conclusion of a project, decide whether the taking out of a patent is desired and in whose name. To the extent that the patent is based on IPU expertise and the client is using the patent commercially, either directly or through third party, a separate patent agreement has to be made which secures IPU a fair compensation.

If the client wishes to apply for a patent, the costs of its registration and maintenance are to be borne by him.

All costs concerning the patent, whether connected with registration, maintenance or defence, are to be borne by the client except when the client agrees with IPU's wish to register it in the name of IPU.

If the client wishes to take protective measures other than patents covering anything developed during the course of the project, whatever it may be called, the cost of such measures are to be borne by him.

**6. IPU's Obligation to Secrecy**

If the client so wishes, IPU will make all reasonable and necessary provisions for the secrecy of the contract, the work involved and the results which according to the contract belong to the client.

**7. The Client's Obligation to Secrecy**

The client may publish reports issued by IPU only with the consent of IPU.

In any public reference to the project in question and its results IPU must receive reasonable credit in proportion to IPU's contribution to the whole of the work which has led to those results.

**8. Limitation of Responsibility**

IPU does not take responsibility for any damage or loss which the client or the client's customers may have to bear as a result of errors or omissions in the completed work or deliveries, be they in the form of reports, programs, guidelines, machines, products or other material.

Neither will IPU be responsible for damage or loss caused by the use of delivered goods or delays in the work.

All work involved is in this connection to be treated as taking place on the client's premises.

**9. Termination of Contract**

The agreement can be terminated by either party at one month's notice from the first day of any one month.

**10. Alterations to the Agreement**

All alterations must be in writing and attached to the contract as addenda.

**11. Arbitration**

All disputes concerning the interpretation of an existing agreement or other disputes between IPU and the client concerning said agreement are to be settled by arbitration according to the relevant Danish arbitration law.

The arbitration tribunal is to be set up in Denmark, and Danish law is the basis of its decision.

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