

Terms of Contract on externally funded activities in Statistics Denmark

1. Formation of contract and performance of the contract

These Terms of Contract apply to all contracts concluded between the customer and Statistics Denmark and constitute the contractual relationship between the parties under the contract, and with respect to certain provisions, even after termination of the contract.

Statistics Denmark performs services in compliance with the terms mentioned in the signed contract or in the form of other written agreement. Unless otherwise agreed or specified in the contract, the service is carried out in accordance with the Terms of Contract.

2. Coming into effect

An agreement comes into effect when the customer has accepted the offer or contract in writing.

3. Terms applying to Statistics Denmark

Statistics Denmark will do all in its power to provide qualified and error-free services and to deliver on time.

If Statistics Denmark provides consulting in connection with the delivered service task in addition to what was agreed in the contract, we will prepare a supplementary agreement between Statistics Denmark and the customer, which includes payment agreement.

At no cost to the customer, Statistics Denmark shall correct any errors caused by Statistics Denmark which are directly linked to the task, provided that the customer has notified Statistics Denmark of the errors within 30 days.

Statistics Denmark does not accept any other liability for damages or loss that directly or indirectly can be linked to the customer's way of using deliveries from Statistics Denmark. This applies regardless whether the damage or loss was a result of inaccurate information in the statistics or by other matters directly or indirectly related to the statistics or any delayed delivery of the task.

In addition, Statistics Denmark reserves the right to comment on the provided material if the customer uses the material in a way that Statistics Denmark estimates to potentially give rise to misunderstandings, incorrect conclusions or the like.

4. Terms applying to the customer

The customer is not allowed to disclose the material to a third party. The customer's disclosure, lending, leasing or sale of unprocessed data to a third party may only take place subject to special agreement between Statistics Denmark and the customer. Statistics Denmark is entitled to seek compensation from the customer, and any third party, in the event of a breach of the above.

The customer may only disclose products from Statistics Denmark to a third party after significant further processing of the provided material has taken place.

Publication of unprocessed data, e.g. on the internet or other means of reproduction, may only take place subject to prior agreement with Statistics Denmark.

There is no period of limitation for the customer's restrictions regarding disclosure or publishing of either processed or unprocessed material.

Any changes in the content and scope of the contract, including changes in connection with disclosure of information to a third party, must be agreed in writing between Statistics Denmark and the customer.

If the finishing of the project depends on the customer's or other supplier's delivery of data, information or other material, and a deadline has been agreed for such delivery, any delay in delivery immediately causes a postponement of the deadline or date agreed for Statistics Denmark's delivery. If the delay is significant, Statistics Denmark reserves the right to determine a new date of completion. In such case, the customer will receive information about it.

The customer is not allowed to use subcontractors or transfer its rights or obligations to others without prior written consent from Statistics Denmark.

Consistent with good practice and to the extent necessary for the purpose, Statistics Denmark must be acknowledged when the delivered material is used.

The customer may only use Statistics Denmark's logo subject to prior agreement.

In case of services purchased from DST Survey, there are no restrictions with respect to the customer's disclosure of compiled survey data to a third party or for publication, unless such restrictions are explicitly described in DST Survey's contract with the customer.

5. Intellectual property rights

Statistics Denmark has the ownership and copyright of the delivered product. Statistics Denmark transfers the right of use to the customer subject to the present terms described. The right of use is not transferred to the customer until the agreed purchase price has been paid.

In case of services purchased from DST Survey, the ownership and copyright of compiled survey data are transferred to the customer on delivery of the task, unless otherwise explicitly described in the customer's contract with DST Survey.

6. Safeguarding confidentiality

Statistics Denmark neither sells nor releases personal data and reserves the right to pseudonymise and ensure statistical disclosure control of data to the extent necessary to keep persons, families, households and enterprises confidential. Information about the methods by which we ensure statistical disclosure control and pseudonymise can be obtained from Statistics Denmark.

7. Storage of customer data

Statistics Denmark respects and protects its customers' personal data in compliance with the General Data Protection Regulation. More detailed information on Statistics Denmark's privacy and cookie policy is available at Statistics Denmark's website www.dst.dk

8. Terms of payment

The terms of payment are net 30 days on receipt of invoice. Statistics Denmark forwards the invoice to the customer not later than five business days after delivery of the task. If payment is overdue, Statistics Denmark sends a reminder, and in case of continued non-payment, we may hand over the claim to the Danish tax authorities for collection. In addition, Statistics Denmark is entitled to charge a reminder fee for each reminder/notice requiring payment and to charge default interest

on overdue amounts in accordance with Danish legislation on fees, currently in the amount of DKK 250.

9. Right of cancellation and complaints

The customer has no right of cancellation in connection with the purchase of data or any other electronic material.

For purchases of books or other material not in electronic form, Statistics Denmark offers two weeks right of cancellation.

The customer is entitled to rely on errors and omissions up to 30 days after delivery of the task. The Statistics Denmark employee who has delivered or handled the task, must be informed about the error in writing.

10. Changes in the contract and termination of the contract

Any contractual changes must be in writing. If the agreement is written down in a contract, the changes must be attached as an addendum to the contract.

The other party has a right to terminate the contract, if the customer or Statistics Denmark has failed to comply with or neglected the obligations, as presented in the contract, and has failed to remedy the situation within 30 days upon the other party's written request.

The contract may be terminated effective immediately in cases involving neglect or breach of agreement that is detrimental to the task as a whole.

Statistics Denmark is entitled to receive payment in full for the partial services that have already been performed within the framework of the contract, if the customer terminates or repudiates the contract.

11. Force majeure

Statistics Denmark may rely on force majeure and consequently its release from the contract in case of unforeseeable and extraordinary events beyond the control of Statistics Denmark, which can neither be anticipated, avoided nor overcome and which render impossible Statistics Denmark's obligations.

In those cases where the extraordinary event is seen as a temporary obstacle, Statistics Denmark's obligations in respect of the contractual basis and towards the customer shall merely be suspended.

12. Applicable law and settlement of disputes

Trade with Statistics Denmark is governed by Danish law. If disputes cannot be resolved through negotiations between the parties, they are settled by the Maritime and Commercial High Court in Copenhagen, as the court of first instance.