

FRAMEWORK AGREEMENT FOR SUBCONTRACTED WORK

PERTAINING TO

FRAMEWORK SERVICE CONTRACT EEA/DIS/R0/20/011

End-to-end implementation and operation of the European Ground Motion Service (EGMS)

between

NORCE Norwegian Research Centre AS
P.O.Box 22 Nygårdstangen
5838 Bergen, Norway
 Org. no. 919 408 049

(hereinafter referred to as “the Contractor” or “NORCE”)

represented by its Interim Executive Vice President, Dept of Technology, Rune Storvold

and

Lechner Knowledge Center
Satellite Geodetic Observatory
H-1111 Budapest, Budafoki út 59, Hungary

(hereinafter referred to as the “Subcontractor” or “SGO”)

represented by its Executive Officer, József Kolossa;

each referred to as “Party” and collectively as “Parties”.

RECITALS:

WHEREAS NORCE is a partner in the winning consortium ORIGINAL (hereinafter called the “Consortium”), which submitted a proposal to the European Environmental Agency (hereinafter called the “Customer”, “EEA” or “Agency”) answering EEA’s Invitation to Tender no. EEA/DIS/R0/20/011 in relation to the project called “End-to-end implementation and operation of the European Ground Motion Service (EGMS)” (hereinafter called the “Project”).

WHEREAS The Consortium has appointed a leader, also referred to as a coordinator in some of the Exhibits hereto (hereinafter called the “Consortium Leader”), to interface with EEA on behalf of the Consortium, according to Clause 2.1.2 in the Tender Specifications (Exhibit 2).

WHEREAS EEA and the Consortium executed Framework Contract No. EEA/DIS/R0/20/011 (hereinafter called the “FWC”) (Exhibit 1), under and subject to which EEA and the Consortium will enter into several call-offs titled Specific Contracts for the provision of work to be carried out in the Project (hereinafter called the “Specific Contracts”).

WHEREAS The Contractor wants to utilise Subcontractor’s special expertise within continental-scale processing of GNSS data to fulfil parts of Contractor’s obligations under the Specific Contracts on a back-to-back basis.

WHEREAS The Subcontractor agrees to perform work for the Contractor in accordance with the provisions stated below upon receipt of call-offs (hereinafter called “Call-Off(s)”) under and subject to this framework agreement for subcontracted work (hereinafter called the “Subcontract”) from the Contractor.

NOW THEREFORE the Parties enter into this Subcontract, pertaining to the delivery of work as described in **Exhibit 3** (Proposal CMM-PRO-20-043, dated 15/09/2020), and as will be described in the Specific Contracts and/or in the Call-Offs, to be carried out by SGO.

1. GENERAL

Any definitions in the applicable documents listed in Clause 2, including any appendices, shall equally apply to this Subcontract.

Except for Clause 6.3 hereof, all terms and conditions e.g. relating to principles, scope of work, obligations and duties, payment, schedule, warranties, liabilities, indemnities and representations etc., contained in the applicable documents referenced in Clause 2 (hereinafter the “**Applicable Documents**”) shall apply mutatis mutandis in respect of the Subcontractor and the work to be carried out by the Subcontractor as the terms and conditions would have applied to the Contractor pursuant to the Applicable Documents.

The Subcontractor undertakes that it shall, as the Contractor reasonably requires and in accordance with the Contractor’s instructions, provide all information, data, materials, reports and cooperation to the Contractor and (if EEA requires) EEA.

The Subcontractor shall indemnify and keep indemnified the Contractor against all losses, claims, demands, liabilities, costs and expenses incurred or suffered by the Contractor (including any liability towards the other Consortium members or EEA under or pursuant to the Applicable Documents) arising out of the Subcontractor’s act or omission in respect of this Subcontract including the performance, late performance, non-performance or faulty performance of any aspect of the Subcontracted Work.

The language of this Subcontract, of any Call-Offs entered into and of all communications hereunder shall be English.

“**Deliverables**” shall mean the goods, services and documents to be delivered to the Contractor and/or EEA as referenced in the Call-Off.

“**Subcontracted Work**” shall mean the work to be performed by the Subcontractor pursuant to the Applicable Documents.

2. APPLICABLE DOCUMENTS

2.1 The Subcontracted Work shall be performed by the Subcontractor, and the Subcontractor agrees to be bound by and to act or not act, in accordance with the following documents and annexes therein (“**Applicable Documents**”), insofar as they relate to the Subcontracted Work, and insofar as the Applicable Documents remains in force. The documents are listed below in order of precedence in case of conflict:

- a) Framework contract EEA/DIS/RO/20/011, hereafter called “**FWC**” (**Exhibit 1**);
- b) Tender Specifications EEA/DIS/RO/20/011 (**Exhibit 2**);
- c) Specific Contracts issued by EEA and accepted by the Consortium;

- d) Request for Service for each Specific Contract, hereinafter called "Rfs";
- e) Tender Proposal CMM-PRO-20-043, dated 15/09/2020 (Exhibit 3);
- f) Consortium Agreement, hereinafter called "CA", dated 10/02/2021 (Exhibit 4);
- g) This Framework agreement for subcontracted work (the "Subcontract")
- h) Call-Offs under this Subcontract entered into by the Parties for the provision of subcontracted work in relation to Specific Contracts , hereafter "Work Order", as per the template attached to this Agreement

3. SUBJECT OF THE SUBCONTRACT

3.1 The Subcontractor undertakes to perform the work specified in the Applicable Documents. The Subcontracted Work includes, but is not limited to, the following tasks:

- Provide and maintain a uniform GNSS-derived velocity model, single GNSS station time series with uniform processing, as well as corresponding documentation.
- Advise and support consortium on GNSS related matters.
- Act as the interface between EGMS and EUREF.

The Subcontracted Work in this Subcontract will be conducted according to Specific Contracts issued by EEA. The model Specific Contract is shown in Appendix 3 to the FWC (Exhibit 1). Each Specific Contract issued by EEA will be followed by a Call-Off under and subject to this Subcontract to be signed by the Contractor and the Subcontractor, following a model specific Call-Off (Exhibit 5).

3.2 The Subcontractor shall make available the necessary qualified personnel, services, facilities, resources and other items necessary to perform the Subcontracted Work required for the execution of Call-Offs under this Subcontract.

3.3 The Subcontracted Work shall be performed according to the schedule as identified in the Call-Offs, and if no schedule is included in the Call-Offs for parts or all of the Subcontracted Work then the Subcontracted Work or relevant parts thereof shall be performed in due time and at least 10 days in advance of Contractor's corresponding deadlines according to the Applicable Documents.

3.4 All Deliverables shall be delivered by email to:

Name: Yngvar Larsen
 Email: ynla@norceresearch.no
 Phone: +47 907 91839

4. PRICE AND PAYMENT

4.1 Price

4.1.1 The price type of Call-Offs entered into under the Subcontract is a maximum price, under conditions defined in FWC (Exhibit 1), Clause I.3.

4.1.2 The maximum budget available for the work covered by this Subcontract is **EUR 100,000 (one hundred thousand euro)** over a maximum period of 48 months from entry into force of the FWC (Exhibit 1), regardless of how many Call-Offs are entered into under this Subcontract.

4.1.3 Any future price adjustments according to Article I.3.3 of the FWC (Exhibit 1) will apply also to this Subcontract.

4.2 Payment and Delivery

- 4.2.1 The Subcontractor shall be paid in accordance with the payment plan of each Specific Contract, after achievements of milestones and the provisions of this Clause 4.
- 4.2.2 The agreed Deliverables shall be delivered to the Contractor by the delivery dates specified in the Call-Offs, and if no delivery dates are specified in the Call-Offs then in due time and at least 10 days in advance of Contractor's corresponding deadlines according to the Applicable Documents. The Deliverables are considered approved when approved by EEA.
- 4.2.3 Invoices for the Subcontracted Work undertaken by the Subcontractor must be presented to the Contractor as set out in the payment plan for each Specific Contract.
- 4.2.4 The invoices must be addressed to:

Attn:	Yngvar Larsen (ynla@norceresearch.no)
Phone	+47 907 91839
e-mail	fakturamottak@norceresearch.no
Mail Address	NORCE Norwegian Research Centre AS, P.O.Box 22, Nygårdstangen, 5838 Bergen, Norway

The invoices must be marked with the title of the specific Call-Off contract.

- 4.2.5 NORCE will invite the Subcontractor to submit its invoice as soon as NORCE is authorized to send its corresponding invoice to the Consortium Leader according to the provisions set out in Clause 7.4(iv) of CA (Exhibit 4).
- 4.2.6 NORCE shall pay the Subcontractor's invoices within **10 -ten-** days of receiving corresponding payment from the Consortium Leader, provided that:
- the Subcontractor has delivered all Deliverables within their work package including any reports due according to the relevant Call-Off;
 - the invoice is correctly rendered;
 - the Contractor has received the corresponding payment from the Consortium Leader.

Payments will be made in EURO.

- 4.2.7 In the event that EEA requires reimbursement of any sums paid under this Subcontract, and to the extent that such requirement arises from the acts or omissions of the Subcontractor, the Subcontractor hereby agrees to reimburse the Contractor, together with any interest charges, an amount equal to the sum which EEA requires from the Contractor.

5. THE PARTIES' REPRESENTATIVES

5.1 Representatives of the Contractor:

All correspondence for administrative and contractual matters shall be addressed to:

	To:	With copy to:
Name	Kjell Arild Høgda	Marit Brekkås
Phone	+47 934 18859	+47 975 46109
e-mail	kjho@norceresearch.no	mabr@norceresearch.no
Mail Address	NORCE Norwegian Research Centre AS, P.O Box 22 Nygårdstangen, 5838 Bergen	NORCE Norwegian Research Centre AS, P.O Box 22 Nygårdstangen, 5838 Bergen

All correspondence for technical matters shall be addressed to:

	To:	With copy to:
Name	Yngvar Larsen	Kjell Arild Høgda
Phone	+47 907 91839	+47
e-mail	ynla@norceresearch.no	kjho@norceresearch.no
Mail Address	NORCE Norwegian Research Centre AS, P.O Box 22 Nygårdstangen, 5838 Bergen	NORCE Norwegian Research Centre AS, P.O Box 22 Nygårdstangen, 5838 Bergen

5.2 Representatives of the Subcontractor:

All correspondence for administrative and contractual matters shall be addressed to:

	To:	With copy to:
Name	József Kolossa	Ambrus Kenyeres
Phone		+36 30 386 0565
e-mail	jozsef.kolossa@lechnerkozpont.hu	ambrus.kenyeres@lechnerkozpont.hu
Mail Address	Lechner Tudásközpont H-1111 Budafoki ut 59 Budapest, Hungary	Lechner Tudásközpont H-1111 Budafoki ut 59 Budapest, Hungary

All correspondence for technical matters shall be addressed to:

	To:	With copy to:
Name	Ambrus Kenyeres	Sandor Tóth
Phone	+36 30 386 0565	
e-mail	ambrus.kenyeres@lechnerkozpont.hu	sandor.toth@lechnerkozpont.hu
Mail Address	Lechner Tudásközpont H-1111 Budafoki ut 59 Budapest, Hungary	Lechner Tudásközpont H-1111 Budafoki ut 59 Budapest, Hungary

5.3 Any notice required or authorised to be given under this Subcontract or Call-Offs hereunder shall be in writing and sent to the representatives for administrative and contractual matters. Any notice so given shall be deemed to have been served when it is received.

6. DISPUTES

6.1 This Subcontract shall be governed by the laws of Norway, excluding however its conflict of laws rules.

6.2 The Parties shall use their best endeavours to amicably settle any dispute arising out of the Subcontract. Failing an attempt towards an amicable settlement, all disputes shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or three arbitrators designated in conformity with such Rules. The Arbitration Tribunal shall sit in Bergen, Norway. The Tribunal's award shall be final, binding on the Parties and no appeal shall lie against it. The enforcement of the award shall be governed by the rules of procedure in force in the state/country in which the award is to be executed.

6.3 Notwithstanding the above, in the event that any dispute under this Subcontract should become a part of a chain of disputes involving any or all of the Consortium partners and/or EEA, then the dispute shall be settled in accordance with the governing law and jurisdiction clause of the relevant Applicable Document.

7. MISCELLANEOUS

- 7.1 This Subcontract enters into force with the date of the last signature hereto and remains in effect until completion of all obligations undertaken and/or envisaged under this Subcontract.
- 7.2 Unless otherwise provided for in the FWC (**Exhibit 1**), changes to this Subcontract and Call-Offs hereunder shall only be valid and binding if agreed in writing and signed by the duly authorized representatives of both Parties. This requirement can only be waived in writing.
- 7.3 Should any part or provision of this Subcontract and/or Call-Offs hereunder become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Subcontract and/or Call-Offs. In such a case, the Parties shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.
- 7.4 If the Subcontractor terminates the Subcontract and/or any Call-Offs, the Contractor will have the right to charge Subcontractor for all related costs and liability arising as a consequence of such a termination. This includes, but is not limited to, internal costs for the Contractor, potentially increased costs for engaging a new subcontractor, claims from EEA etc.
- 7.5 If the Subcontractor during performance of the Subcontracted Work under a Call-Off causes the Contractor to be in breach with any of the Applicable Documents, the Contractor will have the right to charge Subcontractor for all related costs and liability arising as a consequence of such a breach. This includes, but is not limited to, internal costs for the Contractor, potentially increased costs for engaging a new subcontractor, claims from EEA etc.
- 7.6 If any of the Applicable Documents, apart from the Subcontract and Call-Offs hereunder, are amended, the Contractor shall inform the Subcontractor in writing as soon as reasonably possible, and such amendments shall apply to this agreement.
- 7.7 The Subcontractor undertakes to inform the Contractor in writing as soon as practicable, of any matter, or information or development of which it becomes aware which may affect its ability to perform any obligation arising under this Subcontract or Call-Offs hereunder.

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EXHIBITS

- Exhibit 1 Framework contract EEA/DIS/R0/20/011, with annexes, signed 26/11/2020.
- Exhibit 2 Call for Tender EEA/DIS/R0/20/011, Annex I - Tender Specifications.
- Exhibit 3 Tender proposal from ORIGINAL consortium, CMM-PRO-20-043, dated 15/09/2020.
- Exhibit 4 Consortium Agreement, dated 10/02/2021.
- Exhibit 5 Model Call-Off

[SIGNATURES FOLLOW ON SEPARATE PAGE]

Signatures

For NORCE

Place: *Trondheim*

[date] *4th August May 11th - 2021*

Rune Storrø, Interim Executive Vice President,
Dept of Technology, NORCE

For the Subcontractor

Place: *Budapest*

[date] **2021 JÚN 17.**

József Kolossa
Executive officer, Lechner Knowledge Center

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