

PREFERRED SUPPLIER AGREEMENT

<p><i>Between</i></p> <p>International Media Support (IMS) Nørregade 18 1165 Copenhagen K Denmark CVR No.: 26487013 Telephone: +45 8832 7000</p> <p>(hereinafter referred to as “IMS”)</p>	<p><i>and</i></p> <p>[Insert name of company] Address</p> <p>Registration number: Contact person: Mobile phone: E-mail:</p> <p>(Hereinafter referred to as “the service provider”)</p>
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PART 1. SPECIFIC CONDITIONS

1. ASSIGNMENT

The service provider is hereby contracted by IMS to fulfil the tasks of audit services in accordance with International Standards on Auditing and additional requirements under Danish audit legislation. The scope of work constitutes the following services:

1. Annual statutory institutional audit of IMS,
2. Audits and agreed-upon procedures of grant-funded development projects and programmes.

In addition to the services 1) and 2) above, IMS may also need to have the following, but not limited to, services performed:

- Forensic and investigation reviews,
- Performance audits,
- Legal advice on VAT, tax, customs and any other regulatory or fiscal or accounting matter of relevance for IMS operations.

Under the provisions of this preferred supplier agreement, upon the request of IMS, the service provider shall provide consultants to undertake individual engagements as defined in a call-off notice.

This preferred service agreement does not contain any guarantee for volume or number of engagements other than the annual statutory institutional audit.

2. PREFERRED SUPPLIER AGREEMENT PERIOD

The Preferred supplier agreement period is 2023-09-01 to 2026-08-31.

The Preferred supplier agreement will not be subject to any prolongation, unless motivated by operational reasons.

3. FEE AND ELIGIBLE EXPENSES

If an assignment under this preferred supplier agreement contains eligible expenses, these must be reasonable, relate to the agreement, and fall within the agreement period.

OUTPUT BASED

The fixed fees for the different types of engagements covered by this preferred supplier agreement are listed below:

Engagement	Fee (DKK)
IMS Annual Institutional Audit	
4400 Agreed Upon Services	
Grant audit	
Expenditure Verification of Grant Contracts for External Actions of the European Union	

4. PAYMENT CONDITIONS

4.1. Social charges, taxes, etc.

The service provider shall be responsible for all payments of social charges, personal income taxes, value added taxes (VAT), and other statutory contributions which may be imposed on the service provider in relation to this contract. IMS shall under no circumstances be required to make any such payments.

4.2. Payment of fee

Payments will be transferred to the bank account of the service provider as follows:

4.3. Payment of eligible expenses

Eligible expenses to be reimbursed:

Eligible expenses are subject to reimbursement upon submission of the annexed expense report with original receipts, i.e. actual expenses documented by invoices / receipts from a third party for all the items purchased and covered by the IMS funds, including communication expenses. For flight costs to be eligible, boarding card stubs or digital captures of electronic boarding cards must be submitted as proof of travel.

5. TERMS OF ENGAGEMENT

A call-off notice will be issued by IMS for each engagement to be performed by the service provider under this preferred supplier agreement. The call-off notice can be, but not limited to, in the form of an engagement letter or a terms of reference. The call-off notice will become effective when it has been signed by both parties.

PART 2. GENERAL CONDITIONS

I. DELEGATION OF RESPONSIBILITIES

The Service provider may not assign or delegate any of the assignments or responsibilities relating to this Contract to another legal entity, without the written consent of IMS.

It is the responsibility of the Service provider, that any individual or entity, to whom the Service provider delegates the assignments or responsibilities related to this Contract, complies with terms of this Contract.

II. TRAVEL

All international travel for IMS must be approved prior to departure. Upon approval, IMS Travel Guidelines will be sent to the service provider. By signing this contract, the service provider confirms that the IMS Travel Guidelines, including standards and maximum rates specified therein, will be strictly adhered to.

III. TRAVEL INSURANCE

International travel insurance is provided by IMS. This insurance only covers activities related to this contract. Travel in current, registered country of residence or employment is not insured by IMS. If the service provider already has separate travel and safety insurance, the service provider must inform IMS thereof.

IV. SAFETY

If the consultancy involves travel IMS will provide information on safety procedures. By signing this contract, the service provider accepts the IMS safety procedures and any subsequent safety instructions by IMS. Failure to comply with the IMS safety procedures or instructions will constitute a breach of contract.

V. CONFLICT OF INTEREST

The service provider warrants that there is no separate interest, either current or reasonably foreseeable, which will create a conflict of interest related to this contract.

Should a conflict of interest arise or be foreseen by the service provider, the service provider must immediately bring this to the attention of IMS and cease the affected activities.

VI. MANDATE

The service provider shall not engage in activities or enter into agreements that commit IMS to any expenses or courses of action without having obtained the prior written consent of IMS. The service provider is liable for any obligations including financial obligations that might pertain from such activities.

VII. ETHICS

No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted - neither directly nor indirectly - as an inducement or reward in relation to activities funded under this contract, incl. tendering, award or execution of contracts. Any such practice will constitute a material breach of contract and be grounds for such additional action, civil and/or criminal, as may be appropriate. At the discretion of the donor(s), a further consequence of any such practice can be the definite exclusion from any tendering for projects, funded by the donor(s).

VIII. BANK ACCOUNT

To ensure timely bank transfers, IMS requires the service provider to submit an official letter, payment instruction for inward remittances or 'certificate of bank details' from his/her bank. The service provider is responsible for providing IMS with correct and accurate bank details, including any changes to the bank details that should occur during the contract period.

Any bank charges related to the return of amounts to IMS or bank search for transferred amounts due to inaccurate information will be deducted from the final transfer to the service provider. IMS is not liable for bank fees deducted by the service provider's bank or corresponding banks, pertaining to the service provider's receipt of transfers.

IX. PAYMENT CONDITIONS

The Service provider shall be responsible for all payments of social charges, personal income taxes, value added taxes (VAT), and other statutory contributions which may be imposed on the service provider in relation to this Contract. IMS shall under no circumstances be required to make any such payments.

X. TITLE TO EQUIPMENT

IMS shall retain ownership of any equipment and/or supplies furnished by IMS. Such equipment shall be returned to IMS in an acceptable condition no later than at the termination of this Contract. The Service provider shall be liable for equipment determined to be damaged or degraded beyond normal wear and tear.

XI. DATA PROTECTION

In this contract the scope and range of "data processing" is defined by Article 4(2) of the General Data Protection Regulation (EU) 2016/679 ("GDPR"). Where the service provider acts as an autonomous Data Controller, the service provider must ensure compliance with relevant laws that govern data processing.

XII. INTELLECTUAL PROPERTY RIGHTS, CREDITS, AND EDITORIAL RESPONSIBILITY

IMS shall have the ownership of the intellectual property rights (IPR) to any materials produced and/or other results of this Contract, reports and other related documents, notwithstanding the incorporation of IP and/or materials previously produced by the Service provider.

At the request of the Service provider, IMS shall credit the Service provider for the involvement in creating the IPR.

The Service provider warrants that there will be no incorporation of any material that would affect any intellectual rights of third parties.

IMS is not responsible for any opinions, beliefs, or viewpoints expressed by the Service provider.

XIII. CONFIDENTIALITY

Information about IMS' partners, programmes, personnel or financial issues shall be treated as confidential by the service provider. This shall also apply after the termination of the contract.

Both during and after the contract period, the service provider will, when asked, return to IMS any confidential information related to IMS and/or any property of IMS.

The above includes any employees, contractors, sub-suppliers etc. that the service provider has used.

XIV. SOCIAL MEDIA AND ADVERTISING

The Service provider is not to engage in Social Media as a representative of IMS unless the specific mandate has been given by IMS's Communications Unit or through the job description. Furthermore, the Service provider is encouraged to consider if certain social media activity may reflect negatively on IMS.

The Service provider shall not advertise or otherwise make public the fact that he is a service provider to IMS without specific approval from IMS. Nor shall the Service provider use the name of IMS in connection with his business or otherwise. Non-observance of these conditions shall entitle IMS to cancel the Contract, or any part thereof, and to hold the Service provider liable for any subsequent damages suffered by IMS.

XV. TERMINATION OF CONTRACT AND FORCE MAJEURE

This contract may be terminated by four weeks written notice by either party.

In case of material breach of contract, force majeure or any other unforeseen situation rendering it impossible for either party to perform its obligations according to this contract, IMS may terminate the contract with immediate effect.

In the event of termination by either party, all advanced payments as per the date of termination are to be returned to IMS together with complete reporting for services delivered/activities implemented for the period up until the date of termination.

XVI. BREACH OF CONTRACT

In case of non-compliance with the provisions of this contract, IMS shall notify the service provider in writing - informing the service provider that continuing lack of compliance constitutes a breach of contract. The notification shall state the nature of the non-compliance as well as what section/provisions of this contract the breach relates to.

From the date of receiving a written notification stating a breach of contract, the service provider must - within a period of 10 calendar days - comply with all contractual obligations and produce written documentation to IMS that any error, breach and/or non-compliance with this contract has been corrected. If the service provider fails to do so, this will constitute a material breach of this contract that entitles IMS to terminate the contract with immediate effect according to section XIV below.

XVII. MATERIAL BREACH OF CONTRACT

In case of the service provider's material breach of contract, willful misconduct or gross negligence of obligations under this contract, IMS shall have the right to terminate the contract with immediate effect and the service provider shall indemnify IMS in accordance with general principles of Danish law.

In case of material breach of this contract IMS shall have any and all remedies available to it under general principles of Danish law. IMS, at its sole and exclusive discretion, shall be entitled to enforce claims (including the right to claim a refund of all payments made and indemnification of losses related to the breach of contract).

XVIII. SETTLEMENT OF DISPUTES

If any dispute arises relating to the implementation or interpretation of this contract, the parties shall seek to reach an amicable solution.

Any dispute that cannot be solved amicably shall be settled according to Danish laws and regulations and shall be settled at IMS venue: Copenhagen District Court, Nytorv 25, 1450 Copenhagen K.

Date: [INSERT DATE]

Date: [INSERT DATE]

[Name of IMS signatory]

[Name of Service provider/Signatory]