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| How to complete the template | |
|  | 1. **Fill in the grey boxes**    1. Refer to:       1. Drafting notes [DN:…]       2. Footnotes, and       3. The negotiation manual (if necessary) 2. **Select optional clauses**    1. Refer to:       1. Drafting notes [DN:…]       2. Footnotes, and       3. The negotiation manual (if necessary) 3. **Delete contractual blocks**    1. To the extent necessary and/or if the negotiation manual permits – i.e. if clause is not relevant 4. **Finalise document**    1. Delete square brackets: press Ctrl + F for  “[“ and “]”    2. Delete footnotes |

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| Introduction | | | | | | |
| * This Cover Agreement is used to enter into a contract under which the Customer will procure IT project services relating to the delivery of an IT solution and/or the provision of related services from a third-party supplier. * When both Parties complete and sign this Cover Agreement, the Parties have a legally binding contract incorporating the attached documents:  |  |  | | --- | --- | | * + **Attachment 1: Services and specific terms** | *This document outlines the services, deliverables, prices, service levels, testing requirements and specific terms attaching to the provision of services.* | | * + **Attachment 2: Payment terms** | *This document contains the payment terms.* | | * + **General Terms and Conditions** | *These are the Customer’s general terms and conditions.* |   (together the “**Agreement**”)   * In the event of inconsistency between: (a) the terms of this Cover Agreement, the Attachments, and the General Terms and Conditions, the Cover Agreement will prevail; (b) the General Terms and Conditions and the Attachments, except for the Special Terms and Conditions, the General Terms and Conditions will prevail; and (c) the Special Terms and Conditions and the General Terms and Conditions, the Special Terms and Conditions shall prevail. * These terms and conditions apply to the Agreement to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. | | | | | | |
| parties | | | | | | |
| * {{ customer }}, {{ customer.address.on\_one\_line() }}, incorporated under the laws of {{ customer.address.country }} with company number {{ customer.CVR }} {# [LEGO SYSTEM A/S, Aastvej, 7190 Billund, Denmark incorporated under the laws of Denmark with company number 47 45 87 14] **[DN: Insert contracting party] #}** (the "**Customer**"). * {{ supplier }} of {{ supplier.address.on\_one\_line() }} incorporated under the laws of {{ supplier.address.country }} with company number {{ supplier.CVR }} (the "**Supplier**") (separately and together the “**Party**” or the “**Parties**”). | | | | | | |
| Definitions | | | | | | |
| Capitalised terms have the meanings set out in the Cover Agreement, the Attachments and the General Terms and Conditions. In this Cover Agreement, the following additional words will have the following meanings: meanings: “**Attachments**” are Attachment 1 (Services and specific terms), Attachment 2 (Payment terms) together.  “**Charges**” is defined in the section entitled “Payment” below.  “**Completed Delivery**” is the date of final acceptance of the Services and Deliverables by the Customer.  {%p if not it\_project\_cover\_termination\_option1 %}  **“Completion Dates”** is defined in the section entitled “Commercial Terms” below.  {%p endif %}  “**Project Plan**” means the plan set out in Appendix 2 (Project plan) to Attachment 1 (Services and specific terms).  “**Services**” is defined in the section entitled “Service and ordering” below.  “**Special Terms and Conditions**” means the section named “Special Terms and Conditions” in Attachment 1 (Services and specific terms).  “**Start Date**” is defined in the section entitled “Commercial Terms” below.  “**Support Commencement Date**”means the date of Completed Delivery and marks the commencement of the Support and Maintenance Services  “**Support and Maintenance Agreement**” means the agreement for Support and Maintenance Services set out in Appendix 3 (Support and Maintenance Agreement) to Attachment 1 (Services and specific terms).  “**Support and Maintenance Services**” means the support and maintenance services described in Appendix 3 (Support and Maintenance Agreement) to Attachment 1 (Services and specific terms).  “**Term**” is defined in the section entitled “Commercial Terms” below.  In the General Terms and Conditions the following definitions are amended:  “**Deliverables**” means any and all reports, documents, templates, studies, documentation, customization, parameter setting, source code, object code, specifications, abstracts, summaries and other work products and materials prepared for and/or to be delivered to Customer during the course of the Supplier’s performance of the Services. | | | | | | |
| Commercial Terms | | | | | | |
| **Start date** | {{ commencement\_date }} (the “**Start Date**”) | | | | | |
| **Term** | The term will commence on the Start Date and, subject to earlier termination in accordance with the General Terms and Conditions and the provisions below, will continue until (i) the Completed Delivery of the IT solution; or (ii) the termination or expiry of the Support and Maintenance Services or software licences; whichever is the latest (the “**Term**”). | | | | | |
| **Termination for convenience** | Customer’s right |  | | {%p if it\_project\_cover\_termination\_option1 %} {# Option 1 #}   * Until the Support Commencement Date, the Customer may terminate the Agreement (including the Support and Maintenance Services and software licence) fully or partly for convenience subject to not less than three (3) months prior written notice to the Supplier.]   {%p else %} {# OR Option 2 #}   * Until the Support Commencement Date, the Customer may upon not less than three (3) prior months written notice, to any of the scheduled completion dates for each of the phases set out in the Project Plan (“**Completion Dates**”), to the Supplier, terminate this Agreement (including the Support and Maintenance Services and software licence) fully or partly for convenience with effect from any of the Completion Dates.   {%p endif %}   * In the event of such termination the Supplier will be entitled to receive payments for the completed phase of the Project Plan according to the payment scheme set out in Attachment 2 (Payment terms). | | |
| *Support and Maintenance Agreement* | | * The Customer may terminate the Support and Maintenance Agreement for convenience, from the Support Commencement Date, in accordance with the terms set out in such agreement. | | |
| *Software licence* | | * Until Completed Delivery (inclusive of such date), the Customer may terminate the software licences for convenience at any time by giving not less than three (3) months prior written notice to the Supplier. * After Completed Delivery, the Customer may terminate the software licences for convenience in accordance with the terms of such agreements set out in Appendix 5 (General Software Licence Terms and Conditions) to Attachment 1 (Services and specific terms). | | |
| Supplier’s right | The Supplier may not terminate the Agreement for convenience. | | | | |
| **Exclusivity and commitment** | This Agreement is of a non-exclusive nature. The Customer may, at its discretion, enter into a contract with an alternative service provider to provide (or may provide themselves) services similar to the Services provided by the Supplier under the Agreement. | | | | | |
| {# Question  Third party rights applicable to the agreement  Logic  Insert Third party rights clause: #}  {%tr if it\_project\_cover\_third\_party\_right %} | | | | | | |
| **Third party rights** | Save for the rights of the Customer Group Entities who are not a party to this Agreement to enforce their rights under this Agreement, the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore shall not under any circumstances apply to this Agreement and any person who is not a party hereto (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in this Agreement) shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce this Agreement.][[1]](#footnote-1) | | | | | |
| {%tr endif %} |  | | | | | |
| **PAYMENT** | | | | | | |
| **Charges** | The Customer or the applicable Customer Group Entity will pay the fees set out in Attachment 1 (Services and specific terms) in accordance with Attachment 2 (Payment terms) (the “**Charges**”). | | | | | |
| Services | | | | | | |
| **Ordering procedure and delivery times** | The Supplier will deliver the Services and Deliverables set out in Attachment 1 (Services and specific terms) in accordance with this Agreement and the instructions of the Customer (the “**Services**”). | | | | | |
| **Level of service** | The Supplier will provide the level of service set out in Attachment 1(Services and specific terms). | | | | | |
| **Deliverables** | Any Deliverables will be subject to the Customer’s written acceptance and will be subject to an acceptance test to the extent identified in Attachment 1(Services and specific terms). | | | | | |
| contact information | | | | | | |
| **Contract manager** *(primary contact for any notice or communication)* | **Customer** | | Name, Title | | | {{ customer.contact }}, {{ customer.contact.position }} |
| Telephone and Email | | | {{ customer.contact.phone\_number }}, {{ customer.contact.email }} |
|  | | | | | |
| **Supplier** | | Name, Title | | | {{ supplier.contact }}, {{ customer.contact.position }} |
| Telephone and Email | | | {{ supplier.contact.phone\_number }}, {{ supplier.contact.email }} |
| signature | | | | | | |
| I confirm I have read and agree to the terms and conditions that form this Agreement.  {%p if customer.address.country == “China” or customer.address.country == “CN” %} {# Logic If country of incorporation is “China”, include clause: #}  The undersigned, as the legal representative or the duly authorized person, on behalf of the relevant Party confirms such Party has read and agreed to the terms and conditions that form this Agreement.  {%p endif %} | | | | | | |
| **Signed for and on behalf of {{ customer }} by: Signed.....................................................**  **Name.......................................................**  **Title.........................................................**  **Date.........................................................**  **{#**  Question  If Client entity is Chinese, insert the affixiation of Company Chop/Contract Chop  Logic  If country of incorporation is “China”, insert affixiation of Company Chop/Contract Chop:  #}  [Affixation of Company Chop/Contract Chop: ][[2]](#footnote-2) | | | | | **Signed for and on behalf of the {{ supplier }} by:**  **Signed.....................................................**  **Name.......................................................**  **Title.........................................................**  **Date.........................................................**  **{#**  Question  If Client entity is Chinese, insert the affixiation of Company Chop/Contract Chop  Logic  If country of incorporation is “China”, insert affixiation of Company Chop/Contract Chop:  #}  [Affixation of Company Chop/Contract Chop: ][[3]](#footnote-3) | |

1. Only to be used if Singaporean law is applicable. [↑](#footnote-ref-1)
2. Use if this is a Chinese contract. [↑](#footnote-ref-2)
3. Use if this is a Chinese contract. [↑](#footnote-ref-3)