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**Process Guide**

This guide comes in a table-format that gives you an overview of the agreement process between the consortium and the client and guides you through the essential steps and relevant recommended legal documents to be signed.

***Important Information***

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| **Agreements**  | **Questions and clarifications** | **Section ref. in agreement** | **Supplier (coordinator)**  | **Customer**  | **Challenges/ proposal for a solution**  |
| Preparation of NDA  | Questions and clarification in order to enable the Parties to discuss and assess the business opportunity. |  | Answers/comments | Answers/comments |  |
|  | The business opportunity – purpose of the Project? | (1) NDA |  |  |  |
|  | Your interest in the Project? |  |  |  |  |
|  | Are there any prerequisites that should be taken into account in relation to initiation of the Project? |  |  |  |  |
|  | Likely timing for the participating in the Project? |  |  |  |  |
|  | Are you willing to ensure confidentiality? | (3) NDA |  |  |  |
|  | What is the minimum penalty amount in case of breach of confidentiality? | (11) NDA |  |  |  |
|  | Are you prepared to accept Danish law and venue as the basis for the collaboration?  | (12) NDA |  |  |  |
|  | Name of authorised signatory? | (13) NDA |  |  |  |
|  | Need for further clarification, information/material before signing the NDA? |  |  |  |  |
| **Signing of** **NON-Disclosure Agreement (NDA)**  |
| Next step -preparation of LoI | Questions and clarification in order to summarise Parties’ understanding of the future collaboration and their mutual obligations in relation to the Project. |  |  |  |  |
|  | Overall description of the Project, including the contemplated solution/deliverables? | (1) LoI |  |  |  |
|  | Please outline other activities that you deem necessary for the Project (site visits, management presentations etc.)? | (1) LoI |  |  |  |
|  | Please outline the relevant deliverables / tasks in relation to your contribution to the Project? | (2) LoI |  |  |  |
|  | Milestones for other activities that you have identified to be relevant in relation to the Project? | (2) LoI |  |  |  |
|  | Name of contact person / representative? | (2) LoI  |  |  |  |
|  | Do you need or do you require exclusivity in relation to Project?  | (4) LoI |  |  |  |
|  | Are you willing to ensure confidentiality?  | (5) LoI  |  |  |  |
|  | Do you agree that each party shall bear its own costs and expenses until further agreements are agreed upon (i.e. legal and professional costs). Or should a different split between the Parties be decided upon? | (6) LoI |  |  |  |
|  | Please specify if you have any specific requests in relation to duration of the term of the initial collaboration.  | (7) LoI  |  |  |  |
|  | Are you prepared to accept Danish law and venue as the basis the collaboration?  | (9) LoI  |  |  |  |
|  | Name of authorised signatory? | (10) LoI |  |  |  |
| **Signing of** **Letter of Intent (LoI)** |
| Next step - preparation of MoU | Questions and clarification in order to enter into binding agreement concerning the Project. |  |  |  |  |
|  | Outlining of the Project including your contributions (man hours etc.) and key deliverables of the Project and milestones.  | (1) MoU |  |  |  |
|  | Please outline other activities that you deem necessary for the Project (site visits, management presentations etc.)? | 1 (MoU) |  |  |  |
|  | Your key contributions and milestones related hereto? | 2 (MoU) |  |  |  |
|  | Milestones for other activities that you have identified to be relevant in relation to the Project? | 2 (MoU) |  |  |  |
|  | What are the next relevant agreements to be entered into by the Parties? If relevant, the key terms of such agreements? | (2) MoU |  |  |  |
|  | If the Customer is a public authority will it be necessary to take into account that the delivery of the Project may possibly be subject to a public procurement procedure (or similar advertising requirements). If so, please describe the likely procedures.  | (2) MoU |  |  |  |
|  | If the answer to question 26 is affirmative, is it possible pursuant the applicable legislation to structure the collaboration (or the initial phase) in a way, which would imply that a public procurement procedure (or similar advertisement) may be avoided (or postponed) and still comply with the applicable legislation? As an example, please note that the public procurement directive (Directive 2014/24/EC) does not apply to research and development services other than those where the benefits accrue exclusively to the contracting authority for its use in the conduct of its own affairs, on condition that the service provided is wholly remunerated by the contracting authority, see article 14 of the Directive.  | (2) MoU  |  |  |  |
|  | If the answer to question 26 is affirmative, is it otherwise possible to take appropriate measures to avoid being disqualified in the public procurement procedure as a result of an early involvement in the Project? Please describe such measures and include information on the necessary steps that should be taken by each party in order to rule out / limit the risk of a later disqualification.  | (2) MoU  |  |  |  |
|  | Who do you appoint as your key contact person responsible for the overall communication between the Parties in relation to the Project? | (3) MoU |  |  |  |
|  | Other requests in relation to the Project organization? | (3) MoU |  |  |  |
|  | Can you agree to mutual exclusivity until termination of the MoU.  | (4) MoU |  |  |  |
|  | Do you agree that each party shall bear its own cost and expenses in relation to pursuing or consummating binding agreements in relation to the Project or do you suggest a different allocation of costs until further agreements are agreed upon?  | (7) MoU |  |  |  |
|  | Please specify if you have any specific requests in relation to duration of the term of the initial collaboration.  | (8) MoU  |  |  |  |
|  | Are you prepared to accept Danish law and venue as the basis the collaboration? | (10) MoU |  |  |  |
|  | Name of authorised signatory? | (11) MoU |  |  |  |
|  | Need for further clarification, information/material before signing the MoU? |  |  |  |  |
| **Signing of** **Memorandum of Understanding (MoU)** |
| Next step - preparation of Exclusivity Agreement (EA) | Questions and clarification in order to enter into binding agreement concerning the Project.The LoI/MoU may include provisions on exclusivity and it may therefore not be necessary to enter into an Exclusivity Agreement if binding agreements are entered into on the basis of a LoI/MoU. If this is the case, then go to section regarding EPC. |  |  |  |  |
|  | Are you prepared to offer exclusivity for a longer period of time in consideration for the investments that are required and with the intention to enter into binding agreements concerning the delivery of the Project?  | (1) EA |  |  |  |
|  | Is it necessary to update the description of the Project and the key deliverables? If so, please describe.  | (1) EA |  |  |  |
|  | Please specify if you have any specific requests in relation to duration of the term of the exclusivity? | (2) EA |  |  |  |
|  | Which key terms (Heads of Terms) should apply in relation to the delivery of the Project?   | (2) EA |  |  |  |
|  | Which specific circumstances should allow you to withdraw from further negotiations?   | (2) EA |  |  |  |
|  | If entering into binding agreements concerning the delivery of the Project is subject to a prior public procurement procedure (or similar advertising requirements) and provided that it will be possible to impose restrictions on the “quality” of competition bids, which terms should apply? If possible, should the Supplier be entitled to deliver the Project on the same commercial terms and conditions as a third party bidder (right of first refusal)?   | (2) EA |  |  |  |
|  | To what extent should the Supplier be entitled to a reimbursement of costs and/or expenses if the Exclusivity Agreement is terminated or expires and this is not due to any faults on account of the Supplier?   | (4) EA |  |  |  |
|  | Are you prepared to accept Danish law and venue?  | (7) EA |  |  |  |
|  | Name of authorised signatory? | (8) EA |  |  |  |
|  | Need for further clarification, information/material before signing the Exclusivity Agreement?  |  |  |  |  |
| **Signing of** **Exclusivity Agreement (EA)** |
| Next step - preparation of Purchase Agreement or Engineering and Procurement Contract (EPC)  |