

Consultancy Agreement

Between

Name:

Address:

Date of Birth:

(Hereafter referred to as “**Consultant**”)

And

Rigshospitalet,

CHIP, Centre of Excellence in Health, Immunities and Infections

Blegdamsvej 9

2100 Copenhagen Ø,

Denmark

(Hereafter referred to as “**CHIP**”)

(Individually referred to as the “**Party**” and collectively, the “**Parties**”)

WHEREAS, CHIP requests the services (hereafter referred to as the “**Services**”) of the Consultant.

WHEREAS, the Parties agree as follows:

1. Performance of Services

In consideration of the mutual promises contained herein, the Parties hereby agree that Consultant will timely and competently perform the Services as outlined in the section 4. Services: Tasks, deliverables and timeframe.

2. Duration and termination

This Consultancy Agreement (hereinafter “the Agreement”) shall commence on the date of final signature and shall terminate on 31 October 2028 unless extended or modified through written amendment to the Agreement. Clause 3 and 9 shall survive the termination of the Agreement.

Either party may terminate the Agreement in the event of the winding up, administration, receivership or analogous event of insolvency of the other.

2.1 Consultant may terminate the Agreement as follows:

- a) Upon sixty (60) days written notice.
- b) If CHIP negligently fails to perform or performs negligently any material work in accordance with the Agreement and such failure continues for thirty (30) days after receipt of written notice from consultant

2.2 CHIP may terminate the Agreement as follows:

- a) If Consultant negligently fails to perform or performs negligently any material work in accordance with the Agreement and such failure continues for thirty (30) days after receipt of written notice from CHIP.

- b) With immediate effect, if CHIP and/or regulatory authority recognise that any safety necessitates discontinuation of the Services.
- c) At any time and at CHIP's absolute discretion upon thirty (30) days written notice

Each party shall be excused from performing its obligations with respect to the Agreement if its performance is delayed or prevented by any cause beyond that Party's control, including without limitation, acts of God, fire, explosion, weather, disease or power failure. Performance shall be excused only to the extent of and during the reasonable continuance of such disability. Any deadline or time for performance specified which falls due during or after the occurrence of any of the disabilities referred to in the Agreement shall be automatically extended for a period equal to the period of such disability. One Party will immediately notify the other if, by reason of any of the disabilities referred to, the Party is unable to meet any deadline or time for performance specified pursuant to the Agreement.

If the Agreement is terminated in accordance with the agreed Services, CHIP will pay the Consultant such fees for the Services (provided agreed to in advance and in writing by CHIP) which have been performed in accordance with the terms of the Agreement up until the date of termination of the Agreement or Services. For the avoidance of doubt the Consultant shall not be entitled to any other payment from the CHIP (e.g. a cancellation fee or similar).

3. Confidentiality

3.1 If in the course of providing the Services the Consultant acquires information relating to the CHIP products, processes, developments, business, finances and such information is identified to the Consultant in writing and marked as confidential by CHIP such information shall be deemed to be CHIP Confidential Information. The Consultant shall take all reasonable steps to ensure that any Confidential Information shall not for a period of ten (10) years be disclosed, whether directly or indirectly, to third (3rd) parties without the prior written consent of CHIP.

The Consultant shall keep confidential all CHIP Confidential Information and shall not disclose or supply to any third party outside CHIP any of the CHIP Confidential Information without the prior written consent of the CHIP.

The Consultant shall only use the CHIP Confidential Information for the purposes of providing the Services.

3.2 The obligations in Clauses 3.1 shall not apply to information or any part thereof which the Consultant is clearly able to demonstrate:

- was known to the Consultant prior to their disclosure by CHIP hereunder and was not acquired from the CHIP; or
- was in the public domain prior to its disclosure or enters into the public domain after disclosure through no fault of the Consultant; or
- becomes known to the Consultant by action of a third party not in breach of any obligation of confidentiality to CHIP.
- was independently developed by the Consultant; or
- is required to be disclosed by law or government regulation or court order.

4. Services: Tasks, deliverables and timeframe

The Consultant will participate in the SHIELD Joint Action contract related work at CHIP and contribute with professional insight and experience to the best of their ability. The primary tasks of the consultant are to:

- Develop disease specific models (based on adaptation of previously validated models
- Adapt an existing multi-disease framework model that includes HBV, HCV and HPV, thereby allowing simultaneous evaluation of multiple disease interventions and generating evidence to guide healthcare financing decisions.
- Construct and deploy individual-based and system-level models in low-resource settings;
- Capture dynamic interactions between disease burdens, health workforce, service constraints, and intervention scale-up;
- Translate model outputs into policy-relevant insights through embedded decision-support tools.

The consultancy will be linked to the Public Health Team and refer to Dorthe Raben.

5. Compensation

The value of the agreement will be a maximum of EUR 325,000 excluding VAT over three years.

The contract does not include a specific number of hours, but the service provider is expected to be available during the period for ad-hoc task execution as agreed with the provider.

Payment is based on a fixed agreed amount (excluding VAT) and will be made on an ongoing basis based on fulfilled milestones and invoices submitted to CHIP.

In calculating the maximum value, particular consideration has been given to CHIP's other employed consultants for similar tasks, as well as market price developments.

6. Insurance

CHIP will have no obligation for insurance coverage under any circumstance, as the Consultant will be working as an independent freelance consultant.

7. Taxes

CHIP will have no obligation to report income or income taxes to national authorities. All reporting of this is the obligation of the Consultant.

8. Transfer of compensation

CHIP will pay the compensation as set out above by bank transfer in accordance with the following details for transfer of payments:

Account owner

Name: _____
 Address: _____
 Email: _____
 Phone: _____

Bank

Bank name: _____
 Bank address: _____

Bank account

Account name: _____
 SWIFT code: _____
 IBAN: _____

9. Applicable law and Venue

The Parties agree that the Agreement shall be governed by the laws of Denmark.

The Parties consent to the competent courts of Denmark for the resolution of all disputes or controversies between the Parties hereto that the Parties are unable to settle amicably.

10. Appendices

All appendices referenced in the Agreement must be attached. All such appendices are hereby incorporated by reference as if fully set forth herein.

11. Entire Agreement

The Agreement constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement.

The Parties may execute the Agreement in two or more counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

12. Signatures

Signed for and on behalf of CHIP by its duly authorised representatives:

Director of Research Coordination, CHIP

Date: _____ Signature: _____

Director of CHIP, CHIP

Date: _____ Signature: _____

Consultant,

Date: _____ Signature: _____