

Form for design commission contracts

This form shall be used for the conclusion of contracts in accordance with NS 8401 *General conditions of contract for design commissions*. The provisions of NS 8401 may be deleted or amended as required. Necessary additions shall be listed in clause 14.

Contract document

1 The parties

Between

Commissioning party			
Name	Dataroom AS		Organisation number.
			920175570
Address	Bygdøy Allé 21		Postal code. Town
			0262 OSLO
Telephone number	Mobile phone	Fax number	E-mail
	95870052		finn@rav1.no

and

Designer			
Name	Norconsult AS		Organisation number.
			962 392 687
Address	Brutippen 13		Postal code. Town
			2550 OS I ØSTERDALEN
Telephone number	Mobile phone	Fax number	E-mail
62497601	911 18 278		dag.meli@norconsult.co

the following design commission contract has been concluded:

Project name	ENGINEERING SERVICES IN CONJUNCTION WITH DEVELOPMENT OF A DATA CENTER IN ALVDAL		
Project address	Postal code.	Town	
Plassen	2560	ALVDAL	

2 Documents and standards applicable to this contract

This contract shall be governed by NS 8401 *General conditions of contract for design commissions*, unless otherwise provided below.

This contract shall also be governed by the following (to be completed if special documents or standards are to apply):

- This contract.
- Revised Offer from Norconsult AS of 07.02.2018, included billing plan.
- Note from Arild Løvik of 06.02.2018.
- Offer from Norconsult AS of 17.01.2018.
- NS 8401.

3 Description of the commission

Offer from Norconsult AS of 17.01.2018.
Revised Offer from Norconsult AS of 07.02.2018, included billing plan.

4 Special agreement regarding rights to project materials (NS 8401 clause 6.1)

The following shall apply regarding rights to project materials:

5 Deadlines (NS 8401 clause 9.2 and 14)

5.1 Deadlines for the performance of the designer; see NS 8401 clause 9.2.

The commission shall be started on

The commission shall be completed by

Agreed interim deadlines:

5.2 Deadlines for the performance of the commissioning party; see NS 8401 clause 14:

, which relates to

, which relates to

, which relates to

6 Daily penalty charge or damages (NS 8401 clause 12.2)

According to the contract, the parties may choose either a daily penalty charge or damages, or a combination of the two. If a daily penalty charge is not chosen, the contract's provisions on damages will apply.

The parties have chosen daily penalty charges for the following deadlines, in the specified amounts:

Deadline:

Amount

Special provisions:

7 The price of the commission, expenses (NS 8401 clause 15)

The price of the commission shall be calculated in the following manner:

As in offer from Norconsult AS of 17.01.2018.

Revised Offer from Norconsult AS of 07.02.2018, included billing plan.



Change work shall be remunerated in accordance with the following rates; see NS 8401 clause 10.4:

As in offer from Norconsult AS of 17.01.2018.
Revised Offer from Norconsult AS of 07.02.2018, included billing plan.

The following expenditure shall be covered in addition to the price; see NS 8401 clause 15.1.4:

As in offer from Norconsult AS of 17.01.2018.
Revised Offer from Norconsult AS of 07.02.2018, included billing plan.

Any provisions regarding price regulation; see NS 8401 clause 15.1.2:

As in offer from Norconsult AS of 17.01.2018.
Revised Offer from Norconsult AS of 07.02.2018, included billing plan.

8 The parties and their representatives (NS 8401 clause 5.1)

The representative of the commissioning party shall be: Denis Slabakov

The representative of the designer shall be: Dag Meli

9 Sub-consultants, parallel consultants and other assistants (NS 8401 clause 5.3)

The designer shall use the following sub-consultants:

The designer shall use the following parallel consultants:

10 Group contracts (NS 8401 clause 5.5 and 5.6)

- Alternative 1: The commissioning party appoints the group members.
 Alternative 2: The commissioning party does not appoint the group members.

Names of the group members:

11 Liability in damages (NS 8401 clause 13.3)

- Alternative 1: Liability in damages shall be governed by the provisions in NS 8401 clause 13.3.
 Alternative 2: The following limits shall apply to liability in damages instead of the limits specified in NS 8401 clause 13.3:

times the national insurance basic amount (G) in the case of liability that is not covered by the insurance obligation pursuant to NS 8401 clause 7.2.

times the national insurance basic amount (G) in the case of liability that is covered.

12 Insurance (NS 8401 clause 7.2)

The following insurance has been taken out for the commission:

Norconsult AS insurance nr. 3553620 in Tryg/RIF

13 Disputes (NS 8401 clause 18)

Special provisions:

14 Any other provisions applicable to the commission

15 Signatures

Two copies of this contract and its annexes have been prepared, of which each party will retain one copy.

Oslø 09.02.2018

Place and date



Signature of the commissioning party

Place and date



Signature of the designer