UDENRIGSMINISTERIET
The Trade Council

GENERAL BUSINESS CONDITIONS

General Business Conditions for the Trade Council, Ministry of Foreign Affairs
as per January 1. 2021.

1. Purpose

1.1 These General Business Conditions shall apply to the Trade Council's/The Foreign Service's assistance to Danish and foreign enterprises in commercial cases, cf. part 2 of the Executive Order No. 246 of 10 April 2008 on payment for the services of the Foreign Service.

2. Agreement

2.1 Assistance by the Trade Council shall be paid for according to the current rates and for cases that are paid according to hourly rates and where the time spent exceeds half an hour in accordance with a written agreement between the Trade Council and the enterprise. The written agreement shall contain information about the expected time consumption, the hourly rate - or if deemed more expedient, an overall price for the specified service - as well as an estimate of possible expenses.

3. Prices etc.

3.1 For assistance the purpose of which is to support the business community's export efforts and other commercial activities abroad, a price per hour or a fixed overall price for the service shall be paid. There is, however, a minimum fee per individual solved case.
3.2 Routine information tasks, obtaining publications, statistical material, credit information and similar material shall be free of charge. Expenses, if any, which are directly associated with the Foreign Service's processing of the case shall be paid for.
3.3 Prices and fees are in Danish kroner unless stated otherwise. Assistance provided in Denmark is subject to value added tax.
3.4 Any expenses, for instance for purchase of materials, information, access/connection to databases, travel expenses, telecommunication etc., have to be refunded.

4. Terms of Payment

4.1 The Trade Council collects its payment when the service has been rendered. However, depending on the circumstances a partial or advance payment may be required.
4.2 Payment shall be made no later than 30 days after the invoice date. A fee may be charged for late payment and interest may be charged according to the general rules.

5. Termination

5.1 Either party shall have the right to terminate the agreement with immediate effect. In such cases, the enterprise shall pay for the assistance provided so far and for any expenses that the Trade Council has paid or committed itself to pay.

6. Professional secrecy and confidence

6.1 By virtue of their terms of employment, the staff of The Ministry of Foreign Affairs, including the Trade Council, is obliged to maintain professional secrecy in relation to information, including competition-sensitive information concerning enterprises and trade secrets, to which the staff become party in the course of their work and concerning which they have signed a pledge. Thus, professional secrecy also applies to such information to which the Ministry of Foreign Affairs/the

Trade Council becomes party while cooperating with partners and companies. The duty of professional secrecy also continues after the employee has left the service. Failure to comply with this duty of professional secrecy can lead to criminal liability under the Penal Code.

6.2 The Ministry of Foreign Affairs/the Trade Council treats information received from partners and companies confidentially within the framework of Danish legislation. This includes information that is sensitive to competition, trade secrets and commercial or operational matters.

As a public authority, the Ministry of Foreign Affairs/the Trade Council is governed by Danish administrative law, including Access to Public Administration Files Act. Binding public law take precedence over any agreements, statements or the like in relation to third parties.

Referring to Section 7 of the Access to Public Administration Files Act any person may demand to be acquainted with documents received or issued by a public authority in the course of its activity. However, the right to access to documents is restricted due to certain exception. With reference to section 30 (2) " the right of access to administration files shall not apply to information on technical plant or processes or on operation or business procedures or the like, provided it is of material importance to the economy of the person or enterprise that grant of the request be refused."

The Ministry of Foreign Affairs will consult with partners and companies prior to responding to any request concerning access to documents, but cannot necessarily accommodate every request for confidentiality.

7. Liability for Damages

7.1 The Trade Council shall be liable to the enterprise according to the general rules of Danish law, always provided that the Trade Council shall not be liable for loss of profits, loss of income or any other indirect loss. Payment of damages cannot exceed the remuneration agreed upon or the fee according to the current tariff.

8. Disputes

8.1 Agreements comprised by these General Business Conditions shall be subject to Danish law.

8.2 Any dispute arising out of or in connection with agreements comprised by these General Business Conditions and which cannot be settled by negotiation shall be settled by the ordinary courts of law.