

SUBLEASE

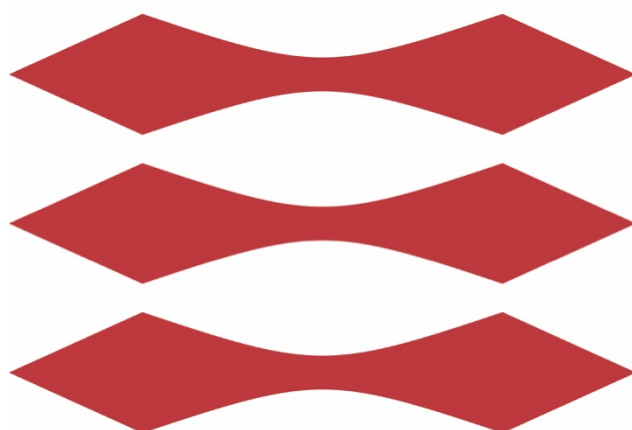
BETWEEN

TECHNICAL UNIVERSITY OF DENMARK, CAMPUS SERVICE
NILS KOPPELS ALLÉ – BUILDING 409
DK-2800 KGS. LYNGBY
CVR NO. 30 06 09 46
(HEREINAFTER 'CAS')

AND

DATEXXX
COMPANYXXX
ADDRESSXXX
CITY AND POSTCODEXXX
CVR NO.XXX
(HEREINAFTER THE 'SUBLESSEE')

DTU



SUBLEASE NO. XXX

Table of contents

1.	General	3
2.	The subleased premises	3
3.	Use of and alterations to the Subleased Premises	4
4.	Commencement/takeover	5
5.	Termination/expiry	5
6.	Monthly payment	5
7.	Responsibility for power supply and other supplies	6
8.	Adjustment of rent	6
9.	House rules and the use of exterior and common areas	7
10.	Violation	7
11.	Vacation and return of the Subleased Premises	8
12.	Other rights and obligations	8
13.	VAT	8
14.	Contact	8
15.	Annexes	9

1. General

- 1.1. CAS handles DTU's (Technical University of Denmark) property management in relation to DTU's own and leased locations. In addition to internal letting in the form of administration and operations in respect of DTU's divisions, departments and companies, premises are also let, to the extent possible and under fixed-term agreements, to external enterprises, institutions etc. which contribute to and/or support the continued development of DTU's primary objectives within education, research, public sector consultancy and innovation. Finally, CAS lets premises to other government institutions/organisations.
- 1.2. It is of vital importance to CAS in connection with the conclusion of agreements on other leases on DTU's area that lessees and sublessees can generally contribute to strengthening DTU's primary objectives, including DTU's education, research, innovation and public sector consultancy within the technical and natural sciences.
- 1.3. If CAS discovers that the Sublessee is undergoing a development during which the Sublessee gradually switches from contributing to DTU's objectives, see Clause 1.2 above, to another objective – e.g. actual production or service activities without any significant relation to DTU's primary objectives – the Sublessee should anticipate that CAS will terminate the Sublease by giving the agreed notice.
- 1.4. The purpose of this Sublease is to determine the Sublessee's right to the area indicated below under Clause 2 as well as the terms and conditions attaching to the use thereof.
- 1.5. The Sublessee should be aware that DTU as a government institution must respect and implement requirements made by the Danish Government and the Danish Parliament which may have an impact on this Sublease.

2. The subleased premises

- 2.1. The subleased premises cover the following areas, see **Annex 1**:

Bldg. no.	Floor	Category	Use
108	Ground floor	Regular workplace Non-regular workplace	Office

- hereinafter the 'Subleased Premises'.

- 2.2. The gross area includes access rooms, stairways, hallways, toilets, canteen, kitchenette, prototype workshop, changing room etc. as well as any escape routes, corridors, emergency exits etc. irrespective of the limitations attached thereto.

- 2.3. The parties are aware that the Danish Property Agency, Bygningstyrelsen (BYGST) is the owner of the property situated at Frederiksborgvej 399, Building 108, 4000 Roskilde. Sections 25-28 of the Danish Business Tenancy Act as well as the principles of the provisions stated apply to this Sublease such that both CAS and BYGST have access to the Subleased Premises and have the right to make alterations.
- 2.4. In order to ensure optimum allocation of the premises on DTU's area, the Sublessee is prepared to move to other similar premises on DTU's area subject to not less than three months' notice in writing to expire on the first day of a month. Such removal must be made at no cost to the Sublessee, including removal costs.

3. Use of and alterations to the Subleased Premises

- 3.1. The Subleased Premises must be used for office-work and must not be used for any other purposes without CAS's prior written consent. CAS only undertakes to ensure that the Subleased Premises can be legally used for the agreed purpose upon commencement of the Sublease.
- 3.2. The Sublessee must at any time cooperate with CAS's Working Environment Section (*Sektion for Arbejdsmiljø*) and DTU Link. The Sublessee is obliged to comply with relevant agreed guidelines issued by the local safety committee.
- 3.3. The Sublessee is liable for any damage – including accidental damage – caused to the Subleased Premises or the property in general as a result of the Sublessee's installations or conversions.
- 3.4. Homeowners' liability is covered by the homeowner – in this case BYGST – under the government's self-insurance scheme. The Sublessee is liable for taking out insurance of own working tools/equipment and own installations as well as consequential loss insurance etc.
- 3.5. CAS is entitled to let or use other workplaces or premises within the property.
- 3.6. The Sublessee must not install antennas, satellite dishes or similar on DTU's buildings and grounds.
- 3.7. The display of signs, flags and other types of advertising on and outside the property and the mounting of canopies, sun protection systems and similar items are subject to the prior written consent of CAS and must be made in accordance with CAS's written instructions and must generally be carried out in observance of any easements and other requirements of public authorities in respect of the property.
- 3.8. All costs incidental to the above initiatives must be borne by the Sublessee. Public sector contact must take place via CAS. The Sublessee is under an obligation to ensure that any terms and conditions for approvals are met at any time.

3.9. Upon vacation of the Subleased Premises, the Sublessee must for his own account arrange for the removal of all traces of items having been erected on the property/working place as per the above, unless CAS waives the right thereto in writing.

3.10. Canteens have been fitted up on DTU's area, which the Sublessee may use.

4. Commencement/takeover

4.1. The Sublessee takes over the Subleased Premises on **date/month 20XX** – hereinafter called the commencement date.

4.2. Any minor defects of the Subleased Premises not preventing the Sublessee's use thereof will not have the effect of postponing the commencement date and do not entitle the Sublessee to any reduction of the rent.

4.3. Other than in respect of hidden defects in the Subleased Premises, the Sublessee is not entitled to make claims in respect of defects which have not been made in writing to CAS within two weeks of the commencement date.

5. Termination/expiry

5.1. The Sublease is a fixed-term agreement expiring on **date/month 20XX**, at which time the Sublease will expire without prior notice or termination on the part of either of the parties.

5.2. The Sublease is terminable by the Sublessee giving 1 months' notice to expire at the end of a month.

5.3. The Sublease is terminable by CAS giving 3 months' notice to expire at the end of a month.

5.4. In the event of CAS terminating the Sublease in accordance with Clause 5.3, the Sublessee is not entitled to demand any form of compensation. The same applies upon termination of the Sublease for any other reasons.

6. Monthly payment

6.1. The monthly rent at **2018 level** amounts to (in DKK):

Premises category	Rent, annual
Regular workplace	1.797 DKK
Non-regular workplace	898 DKK

- 6.2. At the time of the Sublessee signing this Sublease, the Sublessee must pay rent for the period from the commencement date and until the end of the relevant month. The rent must subsequently be paid monthly in advance on 1st day of each month into an account designated by CAS.
- 6.3. CAS arranges for the supply of heating, electricity, water and gas. The Sublessee refunds the costs incidental thereto. The Sublessee must not establish any other form of electricity, water or heating supply.
- 6.4. In addition to the rent and the share of the consumption costs, the monthly rent also includes a share of the taxes (any land tax and financial levy on commercial enterprises (*dækningsafgift*), other charges, operating costs and other costs.

7. Responsibility for power supply and other supplies

- 7.1. CAS supplies the Subleased Premises with electricity, water and heating and, subject to specific agreement, with network access and access to telephony.
- 7.2. It applies to all such supplies that CAS, in the event of disruptions or faulty service, is liable in accordance with the ordinary rules of Danish law. This means that CAS is liable for disruptions or faulty service only if such disruption or faulty service is caused by negligence on the part of CAS. CAS is not liable for any power failure or other faulty supply caused by faulty supplies through public grids or force majeure.
- 7.3. CAS is not liable for any indirect losses such as operating losses, loss of profit, loss of data or other indirect losses unless such losses are the consequence of intent or gross negligence. The Sublessee is advised to safeguard sensitive systems and instruments against supply failure and to safeguard computers, servers or other equipment which is sensitive to power failure, and to take out the necessary insurance, including any consequential loss insurance.

8. Adjustment of rent

- 8.1. The applicable annual rent will be adjusted on 1 January of each year in accordance with the change in the net price index (in per cent) from the month of December in the preceding year (old index) until the month of December immediately prior to the adjustment (new index). The first adjustment will be made as at 1 January 2019.

The annual rent adjustment may be calculated according to the following formula:

New annual rent = (new index/old index) * applicable annual rent

8.2. If Statistics Denmark discontinues its calculation of the net price index, any future adjustment must be made on the basis of another index, such index reflecting the development in prices and being as similar to the net price index as possible.

9. House rules and the use of exterior and common areas

9.1. The Sublessee is obliged to ensure order in the Subleased Premises and enforcement of such order so that:

- the interests of DTU and other sublessees are not violated, specifically that
- the Sublessee must handle the Subleased Premises and appurtenances as well as the property as such appropriately.
- Bicycles must be parked outside the intended and indicated racks. Cars belonging to the Sublessee, the Sublessee's staff and visitors may only be parked on the property in accordance with CAS's instructions.

9.2. DTU Link (AIS) have prepared a set of house rules, which describes the user rules for the Subleased Premises.

9.3. CAS may, to a reasonable extent, use the property's common areas, e.g. for signs, leasing of advertising space, mobile antennae etc. CAS's right of use includes indoor as well as outdoor common areas.

10. Violation

10.1. In case of violation, CAS may terminate the Sublease. The following cases are regarded as violation:

- If the rent is not paid in time, cf. Section 6.
- If the Sublessee fails to comply with the house rules, cf. Section 9.
- If the Sublessee fully or partially submits the subleased to use for another who is not entitled to it.
- If the Sublessee breaches its obligations in such a way that the removal of the Sublessee is required.

When CAS terminates the sublease, the sublessee must immediately vacate.

11. Vacation and return of the Subleased Premises

- 11.1. No later than at noon on the date of vacation – whether or not this is a public holiday or the day before a public holiday, the Sublessee must return the Subleased Premises with all appurtenances in a tidy and clean condition and in the condition existing on the commencement date (possibly for the previously applicable Sublease), except for such wear as can reasonably be attributed to normal wear and tear.
- 11.2. If the Subleased Premises are not in a contractual state at the date of vacation, CAS will be entitled to restore them at the Sublessee's expense.

12. Other rights and obligations

- 12.1. All distribution areas – hallways, corridors, link buildings, staircases, landings etc. – are common areas by definition and thus part of the common escape route system for all residents in a house/building unit, whether this includes one or more sublessees and/or more ordinary DTU activities.
- 12.2. CAS is responsible overall for the upkeep and maintenance of common escape route facilities and also for posting escape route signs for common escape routes. The Sublessee is obliged to comply with applicable law and other regulations, including CAS's instructions regarding fire precautions and escape route facilities at DTU. The areas listed may not be used for other purposes, such as storage, furnishing, exhibitions etc., without specific approval.
- 12.3. Unless otherwise indicated by signs or similar, the Sublessee is entitled to use the parking spaces available on DTU's area. CAS reserves the right to charge for parking lease. In the case of a decision to charge for parking lease, there will be added a supplement to this lease agreement, specifying the lease for parking.

13. VAT

- 13.1. The property is not registered for VAT, and the rent is not subject to VAT.
- 13.2. DTU is entitled to change the property's VAT registration status subject to 3 months' notice to take effect at the beginning of a quarter. If DTU registers the property for VAT, the Sublessee is obliged to pay VAT on all services under this Sublease.

14. Contact

- 14.1. To ensure appropriate dialogue concerning the terms and conditions of and any changes to the agreement, the following contact persons are appointed:

For CAS:

Name/title: Jacob Aabroe, Project Manager DTU Link

Email: jabroe@dtu.dk

Phone: +45 4480 5088

For Sublessee:

Title/name:

Email:

Phone: +45

15. Annexes

15.1. The Sublessee acknowledges having read all annexes to this Sublease. This Sublease includes the following annexes:

Annex 1. Description of the Subleased

Annex 2. House rules

Date:

Date:

CAS

Sublessee

For the Technical University of Denmark

for XXX

Henrik Liebach

Økonomi- og Administrationschef