

Ver. 1.5

# Application and notification form - Screening of special financial agreements in Denmark

## Information about contact person responsible for the application/notification

### Information about contact person/lawyer

Name

[Click here to enter text]

E-mail

[Click here to enter text]

Phone number

[Click here to enter text]

Which language do you prefer regarding the case processing and decision?

[ ]  Danish

[ ]  English

### Information about the contact person's company

Name of law firm or company in which the contact person is employed

[Click here to enter text]

Address

[Click here to enter text]

City

[Click here to enter text]

Postal code

[Click here to enter text]

Country

[Click here to enter text]

CVR number (in case of a Danish company)

[Click here to enter text]

## Background for the application/notification

1. Indicate whether the submitted form relates to an application or a notification

[ ]  An application for permission for a special financial agreement (section 7 of the Danish Investment Screening Act). If so, please indicate which particularly sensitive sector(s) or activity you intend to enter the agreement within cf. the executive order on applications[[[1]](#footnote-1)](#End2):

[ ]  Defence sector (ANVBK section 7) (ANVBK: the executive order on application)

[ ]  IT products for securing or processing classified information (ANVBK section 8)

[ ]  Dual-use products (ANVBK section 9).

[ ]  Other critical technology than mentioned above (ANVBK section 11)

[ ]  Critical infrastructure (ANVBK section 11)

[ ]  A notification of a special financial agreement (section 11 of the Danish Investment Screening Act). If so, please state the reason for reporting the agreement, including how it is assessed to pose a threat to national security or public order:

[Click here to enter text]

1. If the agreement has been submitted as an application under section 7 of the Danish Investment Screening Act, but the Danish Business Authority has assessed that the said agreement is not covered by section 7, should the application then be treated as a notification under section 11 of the Danish Investment Screening Act?

[ ]  Yes [ ]  No

## Information about the special financial agreement

1. Indicate which of the categories below the special financial agreement falls under:

[ ]  A joint venture (an agreement to collaborate on research and development activities)

[ ]  A supplier agreement (an agreement to supply raw materials, products, facilities or semi-manufactured products and components, including software)

[ ]  An operation or service agreement (an agreement to operate or maintain buildings, facilities, installations or systems in a company or entity)

1. Describe the purpose and detailed content of the agreement and the most important terms and conditions

[Click here to enter text]

1. Please elaborate on the relevant parts of the agreement that give the foreign contract acceptor control or significant influence over the Danish contract giver, according to the criteria in the answering guidelines

[Click here to enter text]

1. Specify the planned date of entry into force of the agreement (either as a specific date/period or as a result of the completion of an ongoing authorisation process)

[Click here to enter text]

1. Specify the term of the agreement, including whether it can be extended beyond the planned period and any provisions concerning non-termination

[Click here to enter text]

1. Enter the estimated value of the contract for the agreement in DKK

[Click here to enter text]

## Information about the contract giver (i.e. the Danish party to the contract) with whom the agreement is planned to be performed

OBS: State information on *more* entities, if relevant

1. Information about the contract giver

Name

[Click here to enter text]

Address

[Click here to enter text]

City

[Click here to enter text]

Postal code

[Click here to enter text]

Country

[Click here to enter text]

CVR number

[Click here to enter text]

Website

[Click here to enter text]

1. List the contract giver's current owners and any subsidiaries

[Click here to enter text]

1. Please describe the contract giver's products, services and any other economic activities before the entry into force of the special financial agreement and what changes are planned to these after the entry into force of the special financial agreement

[Click here to enter text]

1. In continuation of clause 2.1, please provide a detailed description of how the contract giver falls within the said particularly sensitive sector and how the contract giver's activity within this sector may be affected by the said special financial agreement. If this is a notification, please elaborate on how the contract giver's activities are relevant in relation to Denmark's national security or public order and how these are affected by the said special financial agreement.

[Click here to enter text]

1. If the contract giver is a private company, please elaborate on what other products/services on the market can be used as a possible substitute for the contract giver's activities listed in 4.4. In addition, list the contract giver's main national, European and global competitors

[Click here to enter text]

1. Indicate in which EU countries the target company has subsidiaries and the name of these. In addition, please provide an estimate of the target company's revenue for the last financial year per EU country.

[Click here to enter text]

## Information regarding the contract acceptor(s) (i.e. the foreign controlled party to the contract)

OBS: State information on *more* entities, if relevant

1. Information about the contract acceptor

Name

[Click here to enter text]

Address

[Click here to enter text]

City

[Click here to enter text]

Postal code

[Click here to enter text]

Country

[Click here to enter text]

CVR number (in case of Danish company with foreign owners)

[Click here to enter text]

Website

[Click here to enter text]

1. Information about the ultimate owner(s) of the contract acceptor

Name

[Click here to enter text]

Address

[Click here to enter text]

City

[Click here to enter text]

Postal code

[Click here to enter text]

Country

[Click here to enter text]

Website

[Click here to enter text]

1. Please elaborate on the ownership structure of the contract acceptor

[Click here to enter text]

1. Indicate whether the contract acceptor or entities in its chain of ownership are wholly or partially owned or otherwise significantly influenced by foreign state entities.

[Click here to enter text]

## Documents

Diagram of the contract giver's ownership structure

Diagram of the contract acceptor's ownership structure

Any power of attorney for an authorised party (if necessary)

## Guide to filling in the application/notification form for special financial agreements

The guide below elaborates on the different questions in the application form.

1. Information about contact person responsible for the application

Question 1.1 Please provide the name of the person responsible for the application. The Danish Business Authority will use this person as a contact person if further information is needed or in connection with sending the decision. The contact person can either be an employee of the contract acceptor, an authorised lawyer or a certified accountant.

A power of attorney from the company must be attached if the application/notification is not filed by the company itself, an authorised lawyer or a certified accountant (see clause 6 of the application form).

In addition, enter the email and phone number of the contact person. It is important that this is an email and phone number that only the contact person has access to. Thus, it should not be a general function mailbox or a main number, etc.

Question 1.2 Provide the name and address (street, house number, city, postal code, country) of the company the contact person represents. This can be either a law or accounting firm representing the contract acceptor or the contract acceptor itself.

1. Background for the application/notification

Question 2.1 Indicate whether the special financial agreement is submitted as an application for authorisation (section 7 of the Danish Investment Screening Act) as the contracting party considers that the agreement relates to the particularly sensitive sectors defined in the Danish Investment Screening Act. Or whether the special financial agreement is submitted as a notification (section 11 of the Danish Investment Screening Act) as the investor considers that the agreement may pose a threat to public order or national security, even though the agreement does not relate to the particularly sensitive sectors defined in the Danish Investment Screening Act.

If the submitted form concerns an application for authorisation, it must be stated which of the particularly sensitive sectors specified in the executive order on application that the application concerns: The defence sector (ANVBK section 7), IT products for securing or processing classified information (ANVBK section 8), dual-use products (ANVBK section 9). Other critical technology than mentioned above (ANVBK section 11), critical infrastructure (ANVBK section 11).

If the agreement is submitted as a notification, the text field should elaborate on which aspects of the agreement could potentially pose a threat to national security and/or public order.

Question 2.2 If the special financial agreement was initially submitted as an application, but the Danish Business Authority during its processing of the case assesses that the agreement does not fall within the particularly sensitive sectors, the Danish Business Authority will send a cancellation to the investor. However, the Danish Business Authority has the option to treat the same agreement as a notification for the purpose of issuing an approval according to the rules in section 12 of the Danish Investment Screening Act. If the contract holder wants the Danish Business Authority to treat the agreement as a notification rather than potentially sending a cancellation, the 'Yes' box must be ticked. If the attached form was originally submitted as a notification, the 'Not relevant' box can be ticked.

1. Information about the special financial agreement

Question 3.1 Indicate whether the special financial agreement relates to a joint venture, a supply agreement or an operating or service agreement.

#### Joint Venture

An agreement on cooperation regarding research and development activities. Joint ventures (cooperation agreements) on matters other than research and development are not covered by the act. Research includes both basic research and more application-oriented research, and development includes both product development and other forms of development activities, such as the development of new technology, new production methods and new forms of process control.

#### Supplier agreement

An agreement to supply raw materials, products, facilities or semi-manufactured products and components, including software. Contracts for the supply of other services, such as products to consumers or for resale to consumers, including toys and consumer products for use in the home, are not covered by the act.

#### Operating or service agreement

An agreement to operate or maintain buildings, facilities, installations or systems or an agreement to provide such buildings, facilities, installations or systems. Facilities may be production plants, such as machines, industrial robots, freezing plants, etc. Installations may be units for power and energy supply, and systems may be local area networks and other communication solutions in a company.

Question 3.2 Please provide a detailed summary of the agreement - state who the contract giver and the contract acceptor are and what deliveries, services, etc. the agreement specifically relates to.

Question 3.3 Elaborate on how the agreement gives the foreign contract acceptor control or significant influence over the contract giver. You can use the criteria below depending on whether the agreement is a joint venture research and development agreement, a supplier agreement or an operating or service agreement:

#### For a joint venture agreement for research and development:

The foreign investor obtains the right to decide on the implementation of the research and development activities included

The foreign investor is granted a veto right in relation to decisions on the implementation of the research and development activities included

The foreign investor is guaranteed the same influence as the Danish company in relation to decisions on research and development activities

The foreign investor may decide to expand a joint venture into other areas than initially agreed

The foreign investor is secured in advance the rights to exploit the results of the research and development activities

#### For a supplier agreement:

The supply agreement contains provisions or terms that it has been concluded for a period longer than 24 months or is non-terminable for a period longer than 12 months, including if agreements without a time limit are non-terminable for a period longer than 12 months

The agreement contains provisions or terms that give the foreign investor the right to make decisions about the use of the included raw materials, products, facilities or semi-finished or finished goods and components, including software, or unmonitored access to the covered buildings, facilities, installations or systems of a company or entity

The foreign supplier can only be replaced with another supplier at significant risk to the company's continued operation or the implementation of business-critical development projects

#### For an operating or service agreement:

The operation or service agreement contains provisions or terms that it has been concluded for a period longer than 24 months or is non-terminable for a period longer than 12 months, including if agreements without a time limit are non-terminable for a period longer than 12 months

The agreement contains provisions or terms that give the foreign investor control over the use of or unsupervised access to the included buildings, facilities, installations or systems of a company or entity

The foreign supplier can only be replaced with another supplier at significant risk to the company's continued operation or the implementation of business-critical development projects

Question 3.4 Please indicate the date on which the agreement is expected to enter into force if all regulatory approvals are received by the planned date

Question 3.5 Indicate for how long the said agreement is valid. Also indicate if it can be extended beyond the planned period. Any information on whether the agreement can be terminated and the criteria for termination in relation to any termination of the contract must also be stated.

Question 3.5 Indicate for how long the said agreement is valid. Also indicate if it can be extended beyond the planned period. Any information on whether the agreement can be terminated and the criteria for termination in relation to any termination of the contract must also be stated.

Question 3.6 Indicate the estimated value of the contract expected to be concluded in connection with the special financial agreement. The value is stated in DKK.

1. Information about the contract giver

Question 4.1 Enter the name of the Danish company or entity that wants to enter into the special financial agreement with a foreign party. If the contract giver has subsidiaries also covered by the agreement, these must also be listed here. Please also provide the address (street, house number, city, postal code) of the contract giver and its subsidiaries, if any. Please also provide the CVR number of the Danish contract giver and any Danish subsidiaries. Finally, enter the website of the contract giver and the website of its Danish subsidiaries (if any).

Question 4.2 Describe in detail the current owners and subsidiaries of the Danish contract giver. Elaborate on the ownership structure from the contract giver to its ultimate owner and the contract giver's subsidiaries. If it is a public authority, this must be stated - if it is a subordinate authority to a ministry or similar, describe how the authority is part of the overall group structure in the area in question.

Question 4.3 Describe the products/services that the contract giver produces and/or provides prior to the entry into force of the proposed agreement and the intended changes expected to be made to these products/services after the implementation of the agreement. If the agreement has an impact on whether the contract giver will subsequently produce new products or offer new solutions/services falling within sections 7 - 11, this must also be described in detail. If the contract giver or its subsidiaries are not expected to change the products and solutions/services produced and offered under the agreement, this must also be stated.

Question 4.4 Describe how the contract giver falls within the particularly sensitive sectors based on the executive order on application. Elaborate on what products/services/activities/solutions the target company offers and how these specifically relate to the provisions listed in sections 7 - 11 of the executive order on application. In the case of a notification, elaborate on how the contract giver's activities may be affected by the agreement and how this may affect Denmark's national security or public order.

Question 4.5 Indicate whether the products/services of the contract giver that may have been assessed as falling under the sensitive sectors in Question 4.4 are substitutable for its customers/users. This means that there are competing companies that can provide similar products or services and that switching to such a competing company should not have a significant impact on customers' business. In addition, list the main competitors of the contract holder at Danish, European and global level. If the contract giver is a public entity whose services are not substitutable, this must also be indicated.

1. Information regarding the foreign contract acceptor

Question 5.1 Enter the name of the contract acceptor, i.e. the company/individual that will provide a service, products or engage in research and development activities with a Danish company/entity. In addition, enter the contract acceptor's address, i.e. street, house number, city, postal code, country. If the contract acceptor is a Danish company with foreign owners, its CVR number must be stated. Finally, enter the contract acceptor's website (if available).

Question 5.2 Identify the ultimate owners of the contract acceptor - that is, the last ultimate links in the ownership chain that own 10% or more of the contract acceptor, i.e. any company, person or government entity that directly or indirectly owns more than 10% of the contract acceptor. If there are companies, persons or governmental entities that have control or influence over the contract acceptor by other means than through regular ownership, these must also be identified. If the contract acceptor has no other companies or entities above it in its chain of ownership, this should be indicated.

Then enter the address of the ultimate owner(s), if any, i.e. street, house number, city, postal code, country. Finally, enter the website(s) of the ultimate owner(s) (if any).

If one or more ultimate investors are to be listed, list them in bullet form as A, B, etc. in the text fields of the form.

Question 5.3 Describe the ownership structure of the contract acceptor by elaborating on the ownership structure as shown in the attached structure diagram. In addition, provide an aggregate statement of the percentage of ownership in the contract acceptor that is held by shareholders with less than 10% of the ownership and whether these are spread across multiple companies, individuals or governmental entities. Remember to indicate if there are companies in the direct investor's owners that obtain control through other means. All entities from the contract acceptor to its ultimate owner must be elaborated. All eligible entities from the contract acceptor to the ultimate owner must be included.

If ownership is placed in a fund or similar structure with a manager attached, information must be provided both about the location of the formal ownership in the fund (capital contributors) and about the manager.

Question 5.4 Identify any governmental entities, national authorities and bodies, including public institutions and state-owned investment funds or armed forces - that through ownership or financing have control over or significant influence with the contract acceptor or entities within its ownership. If government entities have the right to appoint board members or can otherwise influence the strategic decisions of the contract acceptor, this must also be stated.

1. Documents

Diagram of the contract giver's ownership structure:The diagram must include all companies that own at least 10% of the shares of the target company, as well as all underlying companies in which the target company owns at least 10% of the shares.

If the contract giver is a public authority, the group structure of this authority can be attached instead.

Diagram of the contract acceptor's ownership structure: The diagram must include all companies that own or indirectly own at least 10% of the total aggregated ownership interests of the contract acceptor.

Companies that have control over the contract acceptor through means other than ownership interests must also be indicated in the diagram. In addition, indicate the percentage of ownership interests held by entities with less than 10% of the total ownership in the contract acceptor. If parts of the contract acceptor are held through portfolio investments, the total share these represent must also be stated.

Power of attorney for authorised representative: A power of attorney must be attached in the application portal if the application/notification is not submitted by the contract acceptor itself or if the lawyer/auditor submitting the application is not admitted to practice law/authorised.

1. [Executive Order on the delimitation of the scope of application of the Act on screening of certain foreign direct investments, etc. in Denmark (Investment Screening Act)](https://assets.ctfassets.net/kunz2thx8mib/37hAG0P0wmyKAMCNmftFzA/bc300367195498e0dcc6c2fc96dd34e9/Executive_Order_on_the_delimitation_of_the_scope_of_application_of_the_Act_on_screening_of_certain_foreign_direct_investment.pdf) [↑](#footnote-ref-1)