

<p>Case number: «2019/109627»</p>	<p>Title: Framework Agreement for Stand Design and Construction for Potential Participation at Three Spanish Expositions (MWC, SCEWC and FITUR) in a Three-Year Period</p>
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<p>Supplier:</p>	<p>Client: Innovation Norway Sucursal en España Torre Europa Paseo de la Castellana, 95, Planta 13, Módulo A 28046 Madrid CIF: W0282111D duly represented by Rodrigo Ballesteros Cruz</p>
<p>Contact person for the Agreement:</p> <p>Name: Position: E-mail: Telephone:</p>	<p>Contact person for the Agreement:</p> <p>Name: Rodrigo Ballesteros Cruz Position: Senior Adviser Email: robal@innovationnorway.no Telephone: +34620279953</p>
<p>The Agreement will enter into force on the following date:</p>	<p>The Agreement will end on the following date:</p>

This Agreement has been prepared in two (2) signed copies, and the Supplier and the Client will receive one copy each.

Framework Agreement for Stand Design and Construction for Potential Participation at Three Spanish Expositions (MWC, SCEWC and FITUR) in a Three-Year Period

has been entered into between:

(hereinafter referred to as the Supplier)

and

Innovation Norway Sucursal en España
(hereinafter referred to as the Client)

Place and date:

Madrid, May 20th, 2019

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1.GENERAL TERMS

1.1 BACKGROUND AND PURPOSE OF THE AGREEMENT

Description

The Agreement regulates the Parties' rights and obligations related to the procurement for the design, construction, installation and uninstallation of a Norwegian or Nordic stand, for the below-mentioned exhibitions. The Client does not guarantee the Norwegian participation in these exhibitions and consequently there is no guarantee for volume in this Contract.

The total area and shape is to be decided and contracted for each exhibition

For reference purposes only the total areas for stands in the previously referred to exhibitions has been the following:

- FITUR, 62 square meters
- Mobile World Congress, 120 square meters
- Smart City Expo, 360 square meters

The dimension of the available area, the shape of the stand, the distribution of the posts for exhibitors and the needs in terms of meeting rooms and other common spaces may change from one year to another and will be defined during the implementation of each individual project

Depending on each exhibition, the design of the stand should be in accordance with Innovation Norway and/or Nordic Innovation brand profile and the construction norms of the FIRA de Barcelona and Feria de Madrid.

Suppliers must have Spanish speaking Project Management and experience from running projects in Spain, preferably at FIRA de Barcelona and Feria de Madrid. The aim for the Project Team based in Madrid is to have a close and direct contact and dialogue with our chosen supplier's Project Manager for the development of the project regarding design, project management and construction. For suppliers without a base in Madrid several project meetings in Madrid must be featured into the offer and flexibility to join meetings in Madrid on reasonably short notice is expected.

The Frame Agreement will provide a maximum budget. The budget for each individual project may vary according to the final size of the available space and other specific needs and conditions to be discussed with the awarded service provider.

Reservations are made with regard to budgetary changes and the company's priorities affecting the execution of the competition and the contractual relationship. If the needs of the Client so dictate, another supplier may be used.

The qualities of the materials will be in accordance with the offer approved by the Client.

The Client is to accept the final design of the pavilion before construction and installation. The Supplier will send the final design to the Client who is to provide accept in three (3) working days time as from receipt of the documentation of the design.

1.2 SCOPE OF THE AGREEMENT

The Client further reserves the right to procure services outside of the Agreement in special cases.

1.3 REPRESENTATIVES OF THE PARTIES

Upon the conclusion of the Agreement, each of the Parties shall appoint a representative who is authorised to act on behalf of said party in matters relating to the Agreement. All inquiries regarding the Agreement shall be addressed to the representatives of the Parties.

	Name	E-mail	Telephone
Client	Rodrigo Ballesteros Cruz	robal@innovationnorway.no	+34 620279953
Supplier			

1.4 DURATION AND TERMINATION

The Agreement enters into force as from the date of signature and will terminate three years after.

The Client might terminate the contract at any time if the Client considers that the state of the works indicates that it will not be possible for the Supplier to fulfil the contract and deliver on time. In case of disagreement concerning this matter, the Parties will ask the Spanish Architect association of Madrid to appoint an architect to decide who is right. The fees related the evaluation will be cover by the party who was not right.

The Client might terminate the contract in case referred expos are cancelled or postponed, liquidating the costs incurred and proved. In case of disagreement concerning this matter, the Parties will ask the Spanish Architect association of Madrid to appoint an architect to decide the state of the construction in order to liquidate. The fees related the evaluation will be cover 50% each part.

2.PROCUREMENT OF SERVICES WITHIN THE AGREEMENT

2.1 PROCUREMENT OF SERVICES

The procurement of services within the Agreement is carried on a continuous basis by the Client's representative submitting a written request to the Supplier's representative with a description of the assignment.

The offer from the Supplier must state the content of the Assignment, the time and cost framework, and the start and completion date. The personnel nominated by the Supplier for the Assignment shall also be specified.

The Client shall accept the offer prior to the start of the work.

The work consists on the design, construction, transport, installation and uninstallation, removal of materials and support under the Congress concerning the installation.

2.2 FRAMEWORK FOR TIME AND RESOURCES

The Supplier must perform the Assignment within the agreed framework for time and resources.

The price herewith agreed includes all. The Supplier is responsible to provide the materials to build the stand, according to the quality level established in the offer. Any change is to be accepted prior to execution.

3.DUTIES OF THE PARTIES

3.1 THE CLIENT'S RESPONSIBILITIES AND PARTICIPATION

Inquiries from the Supplier must be answered without undue delay.

The Client must, within a reasonable period of time, notify of any circumstances that the Client understands or should understand, may be of importance to the performance of the Assignment.

3.2 SUPPLIER'S RESPONSIBILITIES AND EXPERTISE

The Assignment shall be performed in accordance with the Agreement and the offer presented, and it must be carried out professionally, efficiently and be of a high professional standard, and according to the law and regulations applicable where the product is to be installed and used.

The Suppliers shall fulfil the terms and conditions, eventually, instructions of IFEMA and Fira Barcelona, in order to install and uninstall the pavilion. In that sense, the Supplier will be in contact with the IFEMA and Fira of Barcelona in order to receive the necessary instructions for installation and uninstallation of the stand. The Supplier will maintain the Client free from responsibility in front of the IFEMA or Fira or local authorities related to design, transport, construction, installation or unstillation of the stand.

The Supplier shall loyally cooperate with the Client and protect the interests of the Client.

Inquiries from the Client shall be answered without undue delay.

The Supplier must, without undue delay, notify of any circumstances that the Supplier understands or should understand, may be of importance to performance of the services.

If key personnel are to be replaced, this shall only be done based upon Clients approval.

The Supplier will comply with local labour laws and regulations concerning the personnel providing services or working for the Supplier.

The Supplier will keep the Client free for any responsibility related to Supplier's personnel and the execution of the job.

The Supplier declares herewith to be *ajour* on labour, social security and tax obligations and will maintain itself *ajour* as long as the contract is *in force*.

The Supplier declares to have an insurance policy to cover any personal and material damage which could arise from the development of project herewith regulated.

3.3 MEETINGS

If it so deems necessary, a party may call a meeting with the other party with at least three working days' notice to discuss the contractual relationship and the way in which the contractual relationship is executed. Both parties have an obligation to attend such meetings and cover their own costs.

3.4 DUTY OF CONFIDENTIALITY

Information that comes into the possession of the Parties in connection with the Agreement and performance of the Agreement must be kept confidential and must not be disclosed to any third party without the consent of the other party.

The Parties must take all necessary precautions to prevent unauthorised persons from gaining access to or knowledge of confidential information.

The duty of confidentiality will continue to apply after the expiration of the Agreement. Employees or others who resign from their positions with one of the Parties must be made subject to a duty of confidentiality also after leaving.

4. ETHICS AND SOCIAL RESPONSIBILITY

4.1 SUSTAINABILITY AND SOCIAL RESPONSIBILITY

The Client must contribute to sustainable development, including greater corporate social responsibility in Norway. The Parties agree that their collaboration must be based on high ethical standards, avoid contributing to corruption, violations of human rights, and poor working conditions, and have no deleterious effects on local communities and the environment. The Client expects its suppliers and partners to have guidelines for ethics and corporate social responsibility in their enterprises.

4.2 ANTI-CORRUPTION

The Client has a zero-tolerance policy for corruption, and its anti-corruption policy applies to all of the company's contracted consultants and suppliers. Corruption encompasses a wide range of activities where the purpose is to obtain illegal advantages. Examples of corruption include bribery, improper gifts and favouritism, kickbacks and facilitation payments.

4.3 CONSEQUENCES

If serious violations of Sections 4.1 and 4.2 and the associated appendices are identified, the Client may terminate the contractual relationship with immediate effect.

5. PROCESSING OF PERSONAL DATA

If the Supplier must process personal data on behalf of the Client in order to perform the services, the Supplier shall have the role of data processor and the Client shall be the data controller according to Spanish Personal Data regulation.

The Supplier must comply with the Client's instructions at all times and only process personal data to the extent necessary for performance of the services in accordance with the Agreement. Through planned and systematic measures, the Supplier shall ensure that there is adequate information security with respect to confidentiality, integrity and availability for the processing of personal data in accordance with Personal Data Regulations. The personal data cannot be transferred to any other party for storage, processing or other use without the Client's prior consent.

Any security breaches and other deviations that the Supplier becomes aware of must be immediately reported to the Client in writing. If the deviation is of such a nature that the Spanish Data Protection Authority or other authorities must be notified, the Client shall send such notice.

The Client may, at any time, require that the Supplier's processing of personal data on behalf of the Client is regulated in a separate data processor agreement.

6.REMUNERATION AND INVOICING

6.1 REMUNERATION

The cost of the stands is established at the OFFERS delivered by the Supplier corresponding to each of the projects within the Frame Agreement. The price includes design, materials, construction, transport, installation, uninstallation and support.

Regardless the changes needed or required, the total price to be paid corresponding to the total Frame Agreement will not exceed 9 000 000 NOK excluded VAT. The price per each individual project will be agreed and approved by the client in forehand

The personnel's daily meal break shall not be invoiced to the Client.

Outlays and travel and subsistence costs are only covered when agreed specifically for the assignment. Travel time will only be invoiced if this has been specifically agreed in written.

All prices are quoted exclusive of value added tax or other taxes.

6.2 INVOICING

Payment is made in arrears, in accordance with an invoice. The Supplier's invoices shall be specified and eventually, with the necessary attachments, so that the Client can easily verify the invoices in relation to the agreed remuneration.

All invoices relating to hours recorded on an ongoing basis shall be accompanied by a detailed specification of the hours incurred. Outlays must be specified. The Client shall pay invoices from the Supplier in accordance with the Client's current payment routines. Invoices are paid 30 days after receipt, pending approval.

The Supplier shall submit invoices and credit notes in accordance with the fixed format Electronic Commerce Format (EHF). The Supplier shall use the resource number that is provided at all times by the Client's contact person as a reference on the invoices ("our ref."). The Supplier must himself bear any costs incurred for the submission of electronic invoices.

7. RIGHTS

The Supplier is responsible for ensuring that third party rights, such as ownership rights, copyrights and other material and intellectual property rights are not infringed when performing his duties under the Framework Agreement.

The Client requires that the result is in compliance with the Copyright Act and other intellectual property legislation, and that consent from other rights holders is obtained and available in writing, and that there are no other parties who have rights to the material.

The Client has full copyright and ownership rights to any result of the Assignment.

The Supplier may not utilise the results of the Assignment without written consent from the Client.

The supporting material that the Client has made available to the Supplier for the Assignment, will remain the property of the Client. The Supplier is not entitled to continued use of such material without the written consent from the Client.

The Supplier retains the rights to his own tools and methods. Both parties may also utilise general knowledge (know-how) that they have acquired in connection with the Assignment, provided it is not subject to a duty of confidentiality.

8. BREACH OF CONTRACT ON THE PART OF THE SUPPLIER

8.1 WHAT IS CONSIDERED A BREACH

A breach exists on the part of the Supplier if the Supplier does not meet his obligations under the Framework Agreement and this cannot be attributed to the Client or force majeure.

8.2 DUTY TO REMEDY A BREACH

The Supplier is obligated to remedy breaches as soon as possible so that agreed terms and obligations are met.

9. CLIENT'S REMEDIES FOR BREACH OF CONTRACT

9.1 PRICE REDUCTION

The Client may require a proportionate price reduction with respect to the contractual remuneration if the Supplier has exhibited a breach of one or more of his obligations under the Framework Agreement. Price reductions will be in addition to other remedies.

9.2 COMPENSATION FOR BREACHES

The Client may claim damages in respect of any loss that can reasonably be traced back to the breach, unless the Supplier can demonstrate that the breach or the cause of the breach, cannot be attributed to the Supplier. This includes, inter alia, losses due to extra work caused by the breach.

Compensation of indirect losses may only be claimed if the Supplier, or anyone for whom he is responsible, has exhibited gross negligence or wilful intent.

9.3 TERMINATION

If the Supplier does not take the necessary steps to remedy the breach without undue delay, the Client will be entitled to terminate all or part of the Framework Agreement if the breach is material and cannot be remedied without the Client or anyone who the Client represents incurring a significant cost or disadvantage.

Recurring breaches/defects under the Framework Agreement may represent a material breach that entitles termination of the Framework Agreement by the Client.

10. DISPUTES

10.1 DOCUMENT RANKING

In the event of a conflict between different documents, the following ranking shall apply:

1. This Agreement and appendices/addenda
2. Tender documentation and the corresponding annexes
3. Supplier's tender

10.2 CHOICE OF LAW

The Parties' rights and obligations pursuant to this agreement are fully determined by Spanish law.

10.3 NEGOTIATIONS/MEDIATION

In the event of a dispute between the Parties regarding the interpretation or legal effects of the Framework Agreement, an initial attempt must be made to resolve the dispute through negotiations/mediation.

10.4 LEGAL VENUE

If a dispute is not resolved through negotiations or mediation, each party may require such dispute to be resolved with final effect before the Spanish courts of Madrid. Madrid is accepted as the court of venue.

This Agreement has been prepared in two (2) signed copies, and the Supplier and the Client will receive one copy each.

Place and date

Madrid.

For Innovation Norway Sucursal en España

Rodrigo Ballesteros
Senior Advisor
Project Manager

Mr./Mrs. XXXXX

APPENDIX 1 – REQUIREMENTS SPECIFICATION

Stated in the request for tender

APPENDIX 2 – PAY AND WORKING CONDITIONS

Innovation Norway Sucursal en España is a branch office of a public Norwegian Entity. In that sense, Innovation Norway is to follow specific Norwegian provisions concerning contracts. In that sense, in accordance with the provisions of Norwegian Regulations No. 112 of 8 February 2008 relating to pay and working conditions in public contracts when service contracts and construction and civil engineering contracts are announced, the Supplier will be subject to the following obligations:

- In his contracts, the Client shall require that the pay and working conditions for employees of the Supplier and any subcontractors who directly contribute to the performance of the contract shall not be poorer than those stipulated in nationwide collective wage agreements, or what is otherwise normal for the location and occupation in question. This also applies to work performed abroad.
- The Supplier acknowledges that the Client shall require that the Supplier and any subcontractors must document the pay and working conditions for employees who contribute to the performance of this contract on request.
- The Supplier acknowledges that the Client shall reserve the right to implement the necessary sanctions if the Supplier or any subcontractors fail to comply with the contractual clause concerning pay and working conditions. Such sanctions shall be suitable for motivating the Supplier or subcontractor to fulfil the contractual clause.
- The Supplier acknowledges that the Client shall perform the necessary checks of whether the pay and working conditions requirements are being observed.

The undersigned supplier hereby declares that he will comply with the aforementioned obligations.

Place: _____ Date: _____

Signature: _____

APPENDIX 4 DECLARATION OF CONFIDENTIALITY

Confirmation

By signing this document, I hereby confirm that I have read the provisions in Section 27 of the Act relating to Innovation Norway and Section 121 of the General Civil Penal Code, and understand that:

my service or work for Innovation Norway requires accountability and loyalty;

I, on the terms set forth by Section 27 of the Act relating to Innovation Norway, have a duty of confidentiality in respect of what I, in connection with the service or work, learn about the business or private affairs of others;

I undertake to handle all information in an adequate and, for unauthorised parties, inaccessible manner and otherwise in accordance with Innovation Norway's current guidelines:

the duty of confidentiality also applies to employees of Innovation Norway who do not require the information for their work;

the duty of secrecy also applies after the end of my service or work for Innovation Norway; and

breaches of the duty of secrecy may entail criminal liability, liability for damages and/or the termination of my service or work for Innovation Norway.

Relevant role

I perform the following role in my service or work for Innovation Norway (check the box):

Employee Office holder Observer

Consultant in the following company:

Other role:

Supplier of services for fairs and Congress

Signature

Place and date:

Name in BLOCK CAPITALS:

Address:

Date of birth (DD.MM.YYYY):

Signature:

APPENDIX 5 CODE OF ETHICS

Innovation Norway's suppliers and contract partners must respect fundamental social and ethical requirements in their activities. Deliveries to Innovation Norway must be produced under conditions that are consistent with the requirements stipulated below. The guidelines are based on key UN and ILO conventions. The requirements specify minimum, not maximum, standards. National legislation in the place of production must be complied with. Where the guidelines and national legislation or regulations cover the same topics, the strictest standard shall always apply.

- The ILO's eight core conventions: nos. 29, 87, 98, 100, 105, 111, 138 and 182
- The UN Convention on the Rights of the Child, Article 32
- The employees' rights and the working environment legislation that apply in the production country, inclusive of regulations concerning minimum wages and social welfare schemes in the production country.

Human rights

The Supplier must respect UN human rights provisions.

Principles and employees' rights

National legislation

National legislation in the production country must be complied with and also constitutes a minimum level for the employees' rights. Where the guidelines and national legislation or regulations cover the same topics, the strictest standard shall always apply.

Prohibition against child labour (UN Convention on the Rights of the Child, ILO Conventions Nos. 138 and 182)

Child labour, pursuant to the definition applied in ILO Convention Nos. 138 and 182, is prohibited. Should such child labour be taking place, efforts must be made to ensure it is phased out as soon as possible. Provisions should also be made to ensure that the children are given a means of subsistence, and opportunities for education until they are no longer of compulsory school age.

Forced labour/slavery (ILO Convention Nos. 29 and 105)

No form of forced labour, slavery or compulsory manpower shall take place. Workers must not pay a deposit or surrender identity papers to employers, and they shall be free to end their employment upon a reasonable period of notice.

Discrimination (ILO Convention Nos. 100 and 111)

There shall be no discrimination in working life based on ethnic affiliation, religion, age, disability, gender, marital status, sexual orientation, trade union membership or political affiliation.

Freedom of association and protection of the right to organise, as well as the right to collective bargaining (ILO Convention Nos. 87 and 98)

Workers shall be entitled, without exception, to join or establish trade unions of their own choosing and to negotiate collectively. If these rights are limited or under development, the Supplier shall help to ensure that the employees can meet with the management to discuss pay and working conditions without this having negative consequences for the employees.

Pay and working hours

I hereby confirm that no employees of our enterprise or contracted personnel used to perform services for Innovation Norway have poorer pay and working conditions than those stipulated in nationwide collective agreements, or what is otherwise normal for the place and occupation concerned.

Pursuant to Section 5 of the Regulations relating to Pay and Working Conditions in Public Contracts, Innovation Norway requires that contractors and any subcontractors that directly contribute to the performance of the contract must be able, upon request, to document the pay and working conditions of employees and contracted personnel who contribute to the performance of the contract.

Innovation Norway reserves the right to implement the necessary sanctions if the Supplier or any subcontractors fail to comply with the contractual clause concerning pay and working conditions. Such sanctions shall be suitable for motivating the Supplier or subcontractor to fulfil the contractual clause.

Health and safety

The working environment must comply with the production country's legislation. The employees must always be informed about any health risks the work may entail. All employees must have access to relevant personal protective equipment.

Inspections

When an authorised representative of the Supplier signs this document, it confirms that the Supplier and any subcontractors are complying with the requirements set out in this document. The signature gives the Client, or a party authorised by the Client, the right to carry out announced or unannounced inspections of all production

places during the contract period in order to check whether the requirements of the documents are being complied with.

Name of enterprise	Signature
Date and place	Signature in BLOCK CAPITALS

APPENDIX 6 – SELF-DECLARATION ON ANTI-CORRUPTION

Innovation Norway has a zero tolerance policy in respect of corruption and has an anti-corruption policy that applies to all of Innovation Norway's contractors.

This confirmation applies to:

Name of enterprise		Org. no./national identity no. (CIF)	
Address		Country*	
Postal code		Town/city	

The undersigned hereby confirms that this company is not under investigation for suspected corruption and also confirms that none of the company's employees or board members has been punished or charged, or are under investigation, for corruption.

The undersigned hereby confirms that measures have been implemented to raise our employees' awareness of corruption. The company has zero tolerance for corruption or attempted corruption by its employees and business connections.

The undersigned accepts that the Client will, upon request, be given the right to review and verify the company's measures for anti-corruption work and demand that the company's internal routines/anti-corruption measures be presented.

In the event of suspicions against, or investigation of, the company in relation to corruption, Innovation Norway will have the right to terminate the contract with immediate effect after the company has been given an opportunity to present its views on the accusations.

Date

General Manager

No employees

Date

Employee representative