



**THE NORWEGIAN ARMED FORCES**  
The Norwegian Defence Logistics Organisation

---

## Framework agreement

460000xxxx – Laboratory services Framework agreement 1

General contract provisions

---

## Table of Content

<b>1</b>	<b>INTRODUCTION .....</b>	<b>4</b>
1.1	General.....	4
1.2	Users of the Framework Agreement.....	4
1.3	Document Overview .....	4
1.4	Annexes to the Framework Agreement.....	5
1.5	Precedence of Documents .....	5
1.6	Purpose of the Framework Agreement .....	5
1.7	Scope of Delivery .....	6
1.8	Validity of the Framework Agreement and options for prolongation .....	6
1.9	Exclusivity.....	6
1.10	Points of contact .....	6
<b>2</b>	<b>CALL-OFF ORDER UNDER THE FRAMEWORK AGREEMENT .....</b>	<b>6</b>
<b>3</b>	<b>CHANGES TO THE FRAMEWORK AGREEMENT .....</b>	<b>7</b>
<b>4</b>	<b>THE CONTRACTOR'S OBLIGATIONS.....</b>	<b>7</b>
4.1	General.....	7
4.2	The Contractor's social responsibility .....	8
4.3	The Contractor's bank.....	8
4.4	Subcontractors.....	8
4.5	Transparency.....	9
4.6	Confidentiality.....	9
4.7	Transfer of claim .....	9
4.8	Obligation to inform of insolvency.....	9
4.9	Contractor's obligations in relation to cessation of the agreement .....	10
<b>5</b>	<b>CONTRACTOR'S BREACH OF CONTRACT .....</b>	<b>10</b>
5.1	Defect.....	10
5.2	Purchaser's complaint.....	10
5.3	Delay .....	10
5.4	Contractor's obligation to inform of breach of contract.....	11
<b>6</b>	<b>PURCHASER'S REMEDY FOR BREACH OF CONTRACT.....</b>	<b>11</b>
6.1	Daily penalty at delay.....	11
6.2	Remedy .....	11
6.3	The Purchaser's right to reject defective scope of delivery.....	12
6.4	Price reduction.....	12
6.5	Retention of payment .....	12
6.6	Cancellation .....	12
6.7	Anticipatory breach of contract .....	13
<b>7</b>	<b>PURCHASER'S UNDERTAKINGS .....</b>	<b>14</b>
7.1	Participation.....	14
7.2	Confidentiality.....	14
<b>8</b>	<b>THE PURCHASER'S BREACH OF CONTRACT .....</b>	<b>14</b>
8.1	Breach of contract.....	14

8.2	Purchaser's notification obligation in the event of breach of contract .....	14
<b>9</b>	<b>CONTRACTOR'S REMEDY FOR BREACH OF CONTRACT .....</b>	<b>14</b>
9.1	Retention .....	14
9.2	Interest on overdue payment .....	14
9.3	Cancellation .....	14
<b>10</b>	<b>COMPENSATION .....</b>	<b>15</b>
<b>11</b>	<b>RIGHTS .....</b>	<b>15</b>
<del>11.1</del>	<del>Right of ownership to goods etc. ....</del>	<del>15</del>
<del>11.2</del>	<del>Contractor's rights .....</del>	<del>15</del>
<del>11.3</del>	<del>Purchaser's rights .....</del>	<del>15</del>
<b>12</b>	<b>DEFECT IN TITLE .....</b>	<b>15</b>
<b>13</b>	<b>INDEMNIFICATION .....</b>	<b>16</b>
<b>14</b>	<b>FORCE MAJEURE .....</b>	<b>16</b>
<b>15</b>	<b>LABELLING OF THE PURCHASER'S PROPERTY .....</b>	<b>17</b>
<b>16</b>	<b>OTHER PROVISIONS .....</b>	<b>17</b>
16.1	Visiting routines .....	17
16.2	Re-use of information .....	17
16.3	Marketing and media .....	17
<b>17</b>	<b>TERMINATION .....</b>	<b>17</b>
<b>18</b>	<b>DISPUTES .....</b>	<b>17</b>

## 1 Introduction

### 1.1 General

This framework agreement (the “Framework Agreement”) is entered into by and between

The Norwegian Defence Logistics Organisation on the one side

and

<name of the contractor> (the “Contractor”) on the other side.

### 1.2 Users of the Framework Agreement

The Norwegian Defence Logistics Organisation enters into the Framework Agreement on behalf of the Norwegian Armed Forces, the Norwegian Defence Material Agency (NDMA), the Norwegian Police Shared Services (PFT) and the Norwegian Directorate for Civil Protection (DSB).

The users are jointly referred to as the "Purchaser".

The Purchaser and the Contractor are jointly referred to as the "Parties" and individually as the "Party".

### 1.3 Document Overview

The Framework Agreement consists of the following documents:

- Form 5101 (front page of the contract with signatures)
- General Contract Provisions (this document)
- Annexes specified in clause **Feil! Fant ikke referanseilden.**

### 1.4 Annexes to the Framework Agreement

The following annexes are a part of the Framework Agreement:

Annex		Attached ?	
		Yes	No
Annex A	Special Contract Provisions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Annex B	Requirement Specification	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Annex C	Price and payment terms	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Annex D	Price matrix	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Annex E	Terms of delivery	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Annex F	Administrative provisions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Annex G	Contractor's social responsibility	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Annex G-1	Ethical requirements (Difi (Agency for Public Management and eGovernment) and IEH(Ethical Trading Initiative Norway))	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Annex H	Electronic collaboration agreement and information regarding FFP(The Norwegian Armed Forces' procurement portal)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Annex I	Changes to the general contract provisions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Annex J	Changes to delivery after contract signing	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### 1.5 Precedence of Documents

In the event of any conflict between the provisions of the contract documents, they shall be given priority in the following order:

1. Form 5101 (front page of the contract with signatures)
2. Annex I – Changes to the general contract provisions
3. Annex A – Specific Contract Provisions
4. General Contract Provisions (this document)
5. Annex D – Provided tests and price matrix
6. Annex B – Requirement Specification
7. Other annexes pursuant to the documents' order

Amendment Agreements pursuant to clause **Feil! Fant ikke referansekilden.** below shall have precedence over the other documents.

### 1.6 Purpose of the Framework Agreement

The purpose of this Framework Agreement is to meet the Purchaser’s demand for laboratory services, competence building and counselling and advisory services within the field of soldier apparel and equipment.

## 1.7 Scope of Delivery

Pursuant to the Framework Agreement the Contractor shall deliver laboratory testing, counselling and advisory services as well as competence building, further specified in Annex B – Requirement Specification. Contractor is responsible for ensuring that the performances under the Framework Agreement function as one total system.

## 1.8 Validity of the Framework Agreement and options for prolongation

The Framework agreement shall be valid for two years from signature. The Purchaser reserves the right to unilaterally prolong the Framework Agreement one or several times for up to two more years. The Framework Agreement shall be valid for no more than four years.

Option for prolongation of the Framework Agreement must be redeemed before the expiry of the current contract period. Redemption of option is made by using the Purchaser's change order form.

Call-off orders under the Framework Agreement may be done during the entire agreement period. Every call-off order may be valid beyond the Framework Agreement's validity, in a manner ensuring that the Framework Agreement provisions relating to the relevant call-off order applies correspondingly after the expiration of the Framework Agreement.

## 1.9 Exclusivity

The Framework Agreement does not give the Contractor exclusive rights to deliver the scope of delivery mentioned in clause **Feil! Fant ikke referansekilden..**. The Purchaser reserves the right to enter into agreements with other contractors when appropriate.

## 1.10 Points of contact

Each of the Parties shall provide a contact person authorised to act on behalf of the Party in all matters relating to the completion of the Framework Agreement. Each of the parties' contact person is stated in Annex F – Administrative provisions.

The Contractor may not negotiate with one or more users regarding issues relating to the Framework Agreement without notifying the Purchaser in advance.

The Parties shall respond to any enquiries from the other Party without undue delay.

## 2 Call-off order under the Framework Agreement

The Purchaser makes call-off orders under the Framework Agreement by sending a written purchase order to the Contractor.

The Contractor is obligated to send a written order confirmation to the Purchaser. The order confirmation shall contain at least information concerning:

- what is ordered
- when and where the goods or services shall be delivered

- price

Unless otherwise agreed, the order confirmation shall be sent to the Purchaser within three business days after the call-off order has been received.

If the order confirmation deviates from the purchase order, this shall be informed and specified by the Contractor, irrespective of the extent of the deviation. Deviations from the purchase order are not binding unless approved in writing by the Purchaser.

Call-off orders that are to be made electronically must be agreed on separately.

### **3 Changes to the Framework Agreement**

Changes to the Framework Agreement shall be agreed in writing between the Parties by using standard forms issued by the Norwegian Armed Forces. The Norwegian Armed Forces standard forms may be issued when required or upon request.

If changes can be made pursuant to the Framework Agreement and consent from the other Party is not required, the change can be made by use of the change order form. Change order may always be used to determine a reduction of the Contractor's performances under the Framework Agreement.

A change that requires consent from the other Party shall remain invalid until both Parties have signed the relevant agreement for change. The agreement for change shall specify any consequences to price. The Parties may not invoke any consequences of the change not included in the agreement for change.

Request for change shall be responded to by the other Party without undue delay after the request for change. The Contractor's request for change or reply to the Purchaser's request for change shall describe all consequences the change will have on price/contract value and the Parties' obligations pursuant to the Framework Agreement.

The Contractor is not entitled to compensation for changes entailing a reduction of the Contractor's performances. The Contractor undertakes to limit the financial consequences of changes as much as possible. The Contractor shall, if required by the Purchaser, present documentation to the same.

The Contractor shall register changes in Annex J – Changes of delivery after contract signing as they occur and upon the Purchaser's request present an updated copy of such register.

## **4 The Contractor's obligations**

### **4.1 General**

The Contractor shall fulfil its obligations under the Framework Agreement with the professional expertise that may be expected from an acknowledged contractor in its line of operations and profession or from similar business sectors and professions. The scope of delivery shall be in accordance with the

requirements of the Framework Agreement and otherwise of good quality and in accordance with its purpose.

The Contractor shall on the Contractor's initiative inform the Purchaser in writing if a change of the scope of delivery may entail lower costs or improvements to the Framework Agreement.

The Contractor shall upon the Purchaser's request document that the Contractor has all necessary permits and approvals in relation to the delivery.

If the Framework Agreements designates key personnel from the Contractor, changes to such personnel may only be made on a justifiable basis and when approved by the Purchaser. The Contractor's need for reemployment of key personnel to another assignment is not considered justifiable basis. The Contractor must bear the costs of training new personnel.

## **4.2 The Contractor's social responsibility**

The Contractor shall comply with the basic requirements to social liability as defined in Annex G – Contractor's social responsibility and Annex G-1 – Ethical requirements.

## **4.3 The Contractor's bank**

The Contractor's choice of bank must be approved by the Purchaser.

## **4.4 Subcontractors**

### **4.4.1 The Contractor's right to use subcontractors**

The Contractor may use subcontractors to fulfil its obligations under the Framework Agreement. Subcontractors listed in Annex F – Administrative provisions are approved by the Purchaser. The Contractor may not assign new subcontractors or change existing subcontractors without written consent from the Purchaser. Such consent cannot be unreasonably withheld.

### **4.4.2 Requirements for subcontractor**

The Contractor shall ensure that all contracts with subcontractors provide the Purchaser with the same rights as the Framework Agreement and that any requirement under the Framework Agreement applies to the subcontractors' fulfilment of the contractual obligations.

The Contractor may not assign subcontractors that do not accept these terms and conditions, unless approved in writing by the Purchaser.

The Contractors shall, upon request, provide the Purchaser with information on how the above mentioned requirements are met in any subcontract used to fulfil the Framework Agreement.

### **4.4.3 Subcontractor's obligations**

If the Contractor is unable to fulfil its obligations under the Framework Agreement, the Purchaser may request that the subcontractor continues its fulfilment of the agreement with the Contractor. In such cases the Purchaser guarantees for the Contractor's obligations pursuant to the contract between the Contractor and the subcontractor. The Contractor undertakes to ensure this in the contract with the subcontractor(s).



This provision does not exempt the Contractor as a contracting party, from its contractual obligations under the Framework Agreement.

#### **4.4.4 Status of subcontractors**

The Contractor shall remain fully liable for the fulfilment of all its obligations under the Framework Agreement, whether the Contractor has subcontracted all or parts of the fulfilment of the agreement.

### **4.5 Transparency**

The Contractor shall give the Purchaser's authorised representative access to all information, documents etc. which the representative might find relevant to the Contractor's performance of assignments under the Framework Agreement. This may include, but is not limited to access to the Contractor's quality control, contractor analyses, cost control, transaction overview as well as security.

Furthermore the Contractor shall give the Purchaser's representatives physical access to all properties and facilities when required in order for such representatives to fulfil their assignments.

### **4.6 Confidentiality**

Information that becomes known to the Contractor in connection with this agreement and the completion of the agreement shall be kept confidential. This does not apply to information that is already publicly known or the publishing of which is required for the fulfilment of the Framework Agreement. When such information must be made known to a third party in order to ensure fulfilment of the Framework Agreement, the Contractor shall obtain a declaration of confidentiality from such third party.

The Contractor shall obtain prior authorisation from the Purchaser if information about the Framework Agreement is to be made known to the public for advertising purposes or otherwise.

The duty of confidentiality shall continue to apply throughout the term of agreement as well as after the expiry of the Framework Agreement, unless otherwise agreed in writing with the Purchaser or governed by law or regulations.

### **4.7 Transfer of claim**

The Contractor may not transfer outstanding claims under the Framework Agreement to a third party without prior written consent from the Purchaser.

The Contractor remains liable for all its contractual obligations even if such consent has been issued by the Purchaser.

### **4.8 Obligation to inform of insolvency**

The Contractor shall without undue delay inform the Purchaser in writing if the Contractor is insolvent.

The Contractor is insolvent if it is not able to fulfil its obligations as they fall due, unless the insolvency must be considered temporary. The Contractor may not be considered insolvent if the Contractor's assets and income in total fulfil the Contractor's obligations. This applies even if fulfilment of these obligations are delayed due to the sale of the Contractor's assets.

## 4.9 Contractor's obligations in relation to cessation of the agreement

At cessation of the Framework Agreement the Contractor shall upon the Purchaser's request contribute with information regarding the contractual relationship in a loyal and active manner. This includes information which the Purchaser deems necessary in connection with the notification of or transfer to and establishment of a framework agreement with a new contractor. Obligations pursuant to this provision shall be performed free of charge.

The Contractor is not obligated to provide information encompassed by section 13 of the act of 10 February 1967 Public Administration Act).

## 5 Contractor's breach of contract

### 5.1 Defect

The scope of delivery is considered defective if the scope of delivery does not comply with the requirements to kind, quantity, quality other properties or packaging which are provided by the Framework Agreement.

The scope of delivery is also considered defective if the scope of delivery does not fit the purpose of the procurement, violates any third party rights or if the scope of delivery deviates from the Framework Agreement or the call-off order in relation to warranties etc.

The scope of delivery may not be considered defective if the Contractor can establish that the breach is due to the Purchaser or circumstances for which the Purchaser is responsible.

### 5.2 Purchaser's complaint

The Purchaser shall submit a written complaint within reasonable time after a breach of contract has been discovered.

The Purchaser may in no event make complaints later than 24 months after actual time of delivery.

The same time limit applies in respect of any replaced or repaired parts, calculated from the time when the replacement or repair took place. The period allowed for complaint does not commence as long as rectification work or other required activity is carried out in order to comply with the requirements of the Framework Agreement.

The periods allowed for complaint do not apply if the Contractor has acted with gross negligence, dishonesty or in bad faith. The claims period does not apply if the Contractor has assumed liability through a warranty or other agreement for defects for a longer period.

### 5.3 Delay

If the scope of delivery or parts of the scope of delivery is not delivered or delivered later than at the agreed time and this is not due to the Purchaser or circumstances for which the Purchaser is responsible, this shall constitute a delay.

If the Contractor does not meet the deadlines for reports stated in Annex F – Administrative Provisions, this shall also constitute a delay.

### **5.3.1 Extended delivery period**

If the Contractor finds that the delivery will be delayed, the Contractor may request an extended delivery period. Any such extended delivery period must be approved by The Purchaser in order to apply. During the extended delivery period the Purchaser may not invoke cancellation, daily penalty or request compensation.

An extended delivery period does not affect the Purchaser's right to cancel, issue daily penalty or compensation accrued prior to the implementation of the extended delivery period.

## **5.4 Contractor's obligation to inform of breach of contract**

Should the Contractor be prevented from fulfilling its obligations, the Contractor shall notify the Purchaser without undue delay of this and the effects thereof to the fulfilment of the scope of delivery.

The Contractor shall do what is reasonably required in order to solve the problem. The Contractor shall keep the Purchaser informed of the measures taken to ensure the fulfilment of the Framework Agreement and the call-off order.

The Purchaser shall take necessary measures to prevent and limit the effects of the Contractor's breach. Such measures will not limit the Contractor's liability.

## **6 Purchaser's remedy for breach of contract**

### **6.1 Daily penalty at delay**

Delays caused by the Contractor may result in daily penalty.

The Daily Penalty amounts to 0.5 % of the total payment of the call-off order ex. VAT per calendar day calculated from the day the delay occurred. The Daily Penalty may be issued for no more than 90 calendar days. The Daily Penalty will start automatically.

### **6.2 Remedy**

Upon receipt of complaint from the Purchaser, the Contractor shall remedy the breach without undue delay. Such remedy may include rectification, delivery of substitute goods, additional delivery or any other remedy that ensures that the scope of delivery is in compliance with the Framework Agreement and the call-off order both in terms of quality as well as extent. The Contractor may not request to remedy the breach if such remedy constitutes a major inconvenience to the Purchaser.

The Contractor is liable for all costs related to the remedy, including costs related to transportation of the scope of delivery between the Purchaser and the Contractor. Remedy may be performed on the Contractor's premises if this has been agreed between the Purchaser and the Contractor.

If the Contractor fails to remedy the defect within reasonable time or within an agreed time period, or if Purchaser is entitled to cancellation, the Contractor shall cover the Purchaser's costs related to remedy by any third party or to their own remedy of the defect. The Purchaser may not remedy the defect themselves or via any third party before the expiration of any additional time period. The Purchaser shall inform the Contractor in writing before such remedy is initiated.

The Contractor undertakes to provide all necessary information and rights to the use of such information to the Purchaser or third parties when required in order to remedy the defect.

The Purchaser may require modification of or new verification tests and/or procedures to re-approve the scope of delivery after remedy. Such new tests are to be performed at the Contractor's expense and shall ensure the fulfilment of the specifications and requirements under the Framework Agreement and the call-off order.

The Contractor's, a third party's or the Purchaser's remedy does not deprive the Purchaser of its right to compensation due to delayed fulfilment of the contract or non-conformities to the scope of delivery.

### **6.3 The Purchaser's right to reject defective scope of delivery**

In the event of defect the Purchaser may up to receipt of the scope of delivery reject the parts of the scope of delivery that are defective as well as any part of the scope of delivery affected by the defect. The rejection shall be confirmed in writing without undue delay. Any rejected scope of delivery is considered not delivered and the provisions regarding delay will apply.

### **6.4 Price reduction**

Should the Contractor fail to rectify a defect without undue delay, or if they do not succeed in rectifying such defect after two attempts, the Purchaser may claim a proportionate price reduction.

The price reduction is a compensation for the reduced value of the delivery due to the defect and applies in addition to any other compensation and/or daily penalty.

### **6.5 Retention of payment**

In case of the Contractor's breach of contract, the Purchaser may withhold payment until it has been documented that the breach has been remedied. The Purchaser may only withhold such sum which is required in order to ensure the Purchaser's claim due to the breach.

### **6.6 Cancellation**

#### **6.6.1 Cancellation of the Framework Agreement**

If the Contractor is in material breach of the Framework Agreement, the Purchaser may, following a prior written notification to the Contractor as well as a reasonable time period for remedy, cancel all or parts of the Framework Agreement with immediate effect.

The Purchaser may cancel the Framework Agreement in full or in part if the Contractor's repeated breach related to call-off orders entails that the purpose of the Framework Agreement is significantly unsuccessful for the Purchaser.

### 6.6.2 Cancellation of call-off order

The Purchaser may cancel a call-off order in full or in part with immediate effect if the scope of delivery is substantially delayed or in the event of a substantial breach. Substantial delay means that the delivery has not been made within the maximum amount of days stated in clause **Feil! Fant ikke referansekinden.**, or within the additional deadline if this falls due later.

If the Purchaser cancels a call-off order, he may at the same time cancel other call-off orders if they are mutually dependent on each other. The call-off orders are mutually dependent if the relevant call-off orders may not be used for the purpose provided by the Parties at the time of the entering into of the Framework Agreement or when the call-off orders were made.

### 6.6.3 Cancellation in the event of criminal acts

The Purchaser may cancel the Framework Agreement with immediate effect if the Contractor is subject of conviction by final judgment for participation in a criminal organisation, corruption, fraud, money laundering, financing of terror or found guilty of criminal acts related to professional conduct.

### 6.6.4 Cancellation in the event of bankruptcy etc.

The Purchaser may, unless otherwise is determined by invariable law, cancel the Framework Agreement with immediate effect if any of the following occur in relation to the Contractor's operations; debt settlement proceedings are initiated, voluntary debt settlement is agreed, bankruptcy or any other form of creditor control are initiated, or if the Contractor's operations are liquidated, discontinued or are in any similar process pursuant to applicable law.

### 6.6.5 Purchase of substitute goods at cancellation

In the event of cancellation the Purchaser is entitled to purchase substitute goods in a reasonable manner and within reasonable time after the cancellation.

The Purchaser is entitled to compensation for the difference between the price stated in the contract and price of the substitute goods. This compensation has no effect on the Purchaser's right to compensation pursuant to the Framework Agreement.

## 6.7 Anticipatory breach of contract

The Purchaser may suspend the performance of its obligations if it becomes apparent from the Contractor's conduct or from a serious deficiency in the Contractor's creditworthiness or in the Contractor's ability to perform that it will not perform a substantial part of its contractual obligations.

If it is clear that a breach of contract will occur prior to agreed delivery date and this gives the Purchaser the right to cancel the call-off order, the Purchaser may after granting the Contractor a short deadline to enable them to provide adequate security so as to ensure that their contractual obligations are fulfilled, cancel the call-off order with immediate effect prior to agreed delivery date

## **7 Purchaser's undertakings**

### **7.1 Participation**

The Purchaser shall furnish such assistance as may reasonably be expected of him in order for the Contractor to fulfil its obligations under the Framework Agreement.

### **7.2 Confidentiality**

The Purchaser undertakes to comply with the provisions regarding confidentiality in act of 10 February 1967 relating to procedure in cases concerning the public administration (Public Administration Act) during the entire agreement period and after its expiry.

## **8 The Purchaser's breach of contract**

### **8.1 Breach of contract**

Should the Purchaser fail to fulfil its obligations under the Framework Agreement or the call-off order and this is not due to circumstances for which the Contractor is responsible, this shall constitute a breach of contract.

### **8.2 Purchaser's notification obligation in the event of breach of contract**

Should the Purchaser be prevented from fulfilling its contractual obligations within the agreed time, it shall notify the Contractor without undue delay of the cause to the delay and any effect it may have on its ability to fulfil its obligations.

## **9 Contractor's remedy for breach of contract**

### **9.1 Retention**

The Contractor may withhold its performances under the Framework Agreement in the event of the Purchaser's breach of contract if the breach is major.

### **9.2 Interest on overdue payment**

In the event that the Purchaser does not fulfil its payment obligations, the Contractor is entitled to interest pursuant to act of 17 December 1976 relating to interest on overdue payment etc.

### **9.3 Cancellation**

In the event of default the Contractor may cancel the Framework Agreement if the Purchaser fails to fulfil its payment obligations within 60 calendar days after the Purchaser has received written notification of payment from the Contractor.

In the event of other breach of contract, the Contractor may notify the Purchaser in writing that the Framework Agreement will be cancelled unless the breach is remedied within 60 calendar days after the Purchaser received the notice. The Contractor may not cancel the Framework Agreement if the Purchaser rectifies the breach within the deadline.

## 10 Compensation

Subject to the limitations stated in the Framework Agreement, each of the Parties may claim compensation for direct loss due to the other party's breach of contract.

Direct loss is defined as reasonable additional costs related to purchase of substitute goods, costs related to the performance of a new procurement as well as any increased costs related to change of contractor. No compensation may be claimed for indirect loss unless the Party in breach of contract or any for whom the Contractor is liable has acted with gross negligence or intent. Regarding what may be considered direct loss and indirect loss, reference is made to act of 13 May 1988 no. 27 relating to purchase, cf. section 67 first, second and third paragraph.

Each of the Parties undertakes to mitigate its losses and may not claim compensation for losses that the Party should and could have avoided.

The Contractor is liable pursuant to general rules relating to compensation for damage caused by the Contractor in relation to the fulfilment of the scope of delivery, cf. section 2-1 of the act of 13 June 1969 relating to compensation in certain circumstances (Damages Act).

## 11 Rights

### ~~11.1 Right of ownership to goods etc.~~

~~Goods, equipment and other materials delivered under the Framework agreement are considered the property of the Purchaser at the time of delivery. Transfer of ownership rights entails that the Purchaser has full and actual legal rights to the materiel.~~

### ~~11.2 Contractor's rights~~

~~The Contractor shall keep its intellectual property rights to its products, including products that are specifically developed for the Purchaser, unless otherwise specifically agreed or is a natural consequence of the purpose of the scope of delivery.~~

### ~~11.3 Purchaser's rights~~

~~The Purchaser is granted a perpetual, free of charge and non-exclusive right to utilise the various parts of the scope of delivery/product (expanded right of disposal), included in the contractor's ownership rights that are a part of the scope of delivery. The Expanded right of disposal comprises a right to use, copy, modify or develop the various parts of the scope of delivery, either on its own or with the assistance of a third party. The Purchaser is entitled to confer its expanded right of disposal on another public body, unless otherwise specifically agreed.~~

## 12 Defect in title

The Contractor shall have the right to make use of all its input factors, including any solutions to which a third party has the rights, and that other parties' rights are not violated at the fulfilment of the Framework Agreement.

## 13 Indemnification

The Contractor shall indemnify the Purchaser in the event of the following circumstances:

- Damage to the Contractor's personnel or property arising from the fulfilment of the Framework Agreement, unless the damage is due to the Purchaser's or any for whom the Purchaser is liable negligent or gross negligent acts.
- Claims from third parties arising from the Contractor's possible violations of third parties' rights.
- Claims from third parties for damages for which the Contractor is responsible. For purchase of materiel/items, this provision shall only apply until time of delivery.
- Claims from third parties for pollution or other environmental damages for which the Contractor is responsible. For purchase of materiel/items, this provision shall only apply until time of delivery.

The Purchaser undertakes to indemnify the Contractor of any claim from a third party which is due to use of the Purchaser's drawings, specifications, licenses, etc.

If claim for damages pursuant to this clause is made by a third party against either of the Parties, said Party shall immediately notify the other Party in writing.

## 14 Force Majeure

Neither of the Parties shall be considered to be in breach of their obligations under the Framework Agreement if fulfilment of the obligation has been prevented by Force Majeure.

Force Majeure means an occurrence beyond the control of the Party affected, which the Party should not and could not reasonably have foreseen at the time of entering into of the Framework Agreement or the relevant call-off order, and which could not reasonably have been avoided or overcome.

The obligations of the Party affected are suspended for the duration of the Force Majeure. The relevant obligations of the other Party shall be suspended for the same amount of time.

Due to the Purchaser's specific requirements to delivery during crisis and emergency situations, force majeure may not be invoked unconditionally by any Party in such situations. Knowledge of war, crisis or conflict in itself does not constitute a force majeure situation. However a force majeure situation will arise if a situation arises that actually prevents the Party from fulfilling its obligations under the Framework Agreement of the call-off order. In the event of a force majeure situation the Purchaser shall have priority over the Contractor's other clients if the force majeure situation affects delivery to the Purchaser.

If a Party deems a Force Majeure situation to have occurred, the Party shall immediately notify the other Party in writing specifying the expected delay caused by the Force Majeure situation.

Each Party shall cover its own costs resulting from the Force Majeure situation and Force Majeure shall not affect the agreed price.

If a Force Majeure situation persists without interruption for more than 90 calendar days, or the Party invoking Force Majeure can establish that it will do so, either Party may cancel the Framework agreement



in full or in part after written notification stating a time period of 15 calendar days, relating to those parts of the Framework Agreement which are affected by the Force Majeure situation.

## **15 Labelling of the Purchaser's property**

If the Contractor is in possession of any items that are the property of the Purchaser, such items must be clearly labelled "property of the Norwegian Armed Forces". The Purchaser's property shall be kept separate and easily identifiable.

## **16 Other provisions**

### **16.1 Visiting routines**

The Contractor undertakes to follow the Purchaser's prevailing visiting routines while visiting the Purchaser's facilities. Foreign citizens shall complete the form «Request for Visit» pursuant to «Guide for clearance of foreign citizens visiting Norway». The Purchaser will communicate such documents to the Contractor when required.

### **16.2 Re-use of information**

Subject to confidentiality, the Purchaser is entitled to use the information made known to the Purchaser under the Framework Agreement for other purposes, including transmitting such information to third parties.

### **16.3 Marketing and media**

Any publishing or communication of information regarding the agreement and the customer relation is subject to the Purchaser's prior approval, cf. Annex F – Administrative provisions.

The above mentioned does not apply to brief summary of information regarding the character and extent of the agreement as well as names of reference persons, when this information is given in relation to a public procurement.

## **17 Termination**

The Purchaser may terminate the Framework Agreement in full or in part with six months prior written notice. The six months' time period is calculated from when the notice was received by the Contractor. The Purchaser does not have to state the grounds for the termination.

## **18 Disputes**

The Parties' rights and obligations under the Framework Agreement are governed by Norwegian law. Should a dispute arise between the Parties relating to the interpretation or the legal effects of the agreement, the Parties shall first seek to resolve the dispute through negotiations.

The Contractor may not suspend or reduce its performances under the Framework Agreement due to disputes related to the Framework Agreement/the scope of delivery. Such suspension or reduction may only be made based on and must be pursuant to agreement between the Parties or after the dispute is resolved with binding effects for both Parties.

If a dispute related to the Framework Agreement is not resolved through negotiations, the Parties may seek to resolve the dispute by mediation.

The parties may base the mediations on rules relating to mediation by the Norwegian Bar Association, adjusted accordingly. It is assumed that the Parties agree on a mediator having the necessary requirements to resolve the dispute. The detailed approach to mediation shall be determined by the mediator, in consultation with the Parties.

If a dispute is not resolved through negotiations or mediation, either Parties may request the dispute resolved with final effect before a Norwegian Court of Law. Oslo District Court is the correct venue.