



**Procurement for
ICT Security consultancy services
including**

Advice and assistance within ICT security and Safety testing

RFP document

Procurement under Part I and III of the Regulations

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1 Introduction

1.1 About the client

This procurement is being conducted by Norges Bank for both the Central Bank Operations and NBIM.

Norges Bank is the central bank of Norway. It is a separate legal entity wholly-owned by the state of Norway. As the central bank of Norway, it is an executive and advisory body for monetary, credit and foreign exchange policy. Norges Bank's activities are governed by Act no. 31 of 21 June 2019 relating to Norges Bank and the Monetary System (the Norges Bank Act). For further information, see www.norges-bank.no

Since 1997, in addition to its monetary role, Norges Bank has been appointed by the Ministry of Finance as manager of the Norwegian Government Pension Fund Global (the "GPFG" or the "Fund"). The GPFG represents savings for future generations in Norway. The original source of the Fund's capital is the net cash flow derived by the State of Norway from petroleum activities. The State of Norway, acting through the Government of Norway, deposits the GPFG with Norges Bank. Norges Bank invests that deposit in assets around the world, in accordance with the Management Mandate issued by the Norwegian Ministry of Finance.

The asset management responsibility for the Fund is allocated to Norges Bank Investment Management ("NBIM"), a department within Norges Bank. NBIM's principal office and headquarters is in the central bank in Oslo, Norway. It also has staffed offices in London, New York, Singapore, Luxembourg, Japan and Shanghai. For further information, see www.nbim.no

Norges Bank depends on predictable and reliable systems with stable and secure operations in order to be able to fulfill its social mission. At the same time, there is a need for a certain degree of flexibility in order to be able to adapt to changing needs, framework conditions and a demanding threat picture within Cyber security. Norges Bank is subject to several laws that regulate the business and that lay down strict guidelines for our IT solutions.

1.2 Purpose of the procurement

Norges Bank is seeking to enter into parallel framework agreements within ICT Security Consultant services. This document contains tender documentation with information and requirements for those suppliers wishing to submit a tender in the competition.

The purpose of the procurement is to enter into parallel framework agreement with 4-6 suppliers within each category who have documented competence and experience in the mentioned categories. The categories will be evaluated separately, and the suppliers can submit tenders for one or both of the categories:

- Advice and assistance within ICT security
- Security testing

The framework agreement sets out the main terms and conditions for the agreement during and after the term of this agreement, which apply equivalently to any Statement of Work. For a further description, please see the requirements specification, **Appendix 7**

1.3 Scope of the agreement

The total scope of the assignments to be given in the contract period is expected to be on the order of 80.000.000 - 140.000.000 NOK ex vat for the total contract-period. Please note that there is a high degree of uncertainty concerning the volume of the contract. Previous experience indicates that the need can vary widely from year to year.

1.4 Duration

The duration of the framework-agreements are 4 years.

1.5 Contract type and provisions

The contractual relationship will be regulated by the attached Framework Agreement (**appendix 12**)

1.6 Mechanisms for mini-tender and assignments

During the framework agreement period, the assignments will be awarded after the completion of mini-tender. For the implementation of mini-tender, the contract will be awarded to the supplier who has the best price-quality ratio. Current award criteria will be:

Quality

- The tender's degree of compliance with the client's requirements for the assignment
- Relevant experience and competence for offered consultant (s) for the assignment
- The supplier's scope assessment of the assignment
- Availability for delivery of the assignment

Price

- Hourly rate / fixed price for the assignment

The relative weightings between these two criteria will be set out in the invitation to mini-tender. Norges Bank reserves the right to conduct interviews with offered consultants prior to the award of assignments.

The choice of which criteria to use and the weighting between these may vary from mini-tender to mini-tender based on the individual assignment's nature and needs. The final choice of criteria and weighting will appear from the individual competition within the framework outlined above.

2

Rules for the procurement

2.1 Procurement procedure

The procurement will be carried out with respect to the Act relating to Public Procurements of 17 June 2016 (Public Procurement Act) and the Regulations relating to Public Procurements (Public Procurement Regulations) FOR 2016-08-12-974, Part III, section 13 -1 (1) – open procedure.

- Partial tenders are not allowed
- Variant tenders are not allowed

In accordance with the fundamental principles of Norwegian procurement law, Norges Bank reserves the right to clarify and amend the RFP, as well as to cancel the procedure. All recipients of the RFP will be notified of any such clarifications or amendments and shall take these into consideration when preparing responses to the RFP. Norges Bank also reserves the right to seek further information and clarifications from the tenderers.

2.2 Publication of the procurement

The procurement will be published in Doffin (www.doffin.no) and Tender Electronic Daily (TED) (www.ted.europe.eu).

2.3 Timetable

Plan to perform the procurement with respect to the timetable below. It is emphasized that the plan is tentative. Norges Bank will be able to make adjustments during the course of the process.

Norges Bank wishes to make it clear that tenders that are delivered too late will be rejected

| Milestone | Date |
|-----------------------------------|--------------------------------------|
| Deadline for submitting questions | 1st November 2021 |
| Deadline for delivery of tenders | 08th November 2021 12:00 (Oslo-time) |
| Notification of contract award | Week 48-21 |
| Validity period | 17th December 2021 |

2.4 Communications, questions on the tender documentation and supplemental information

All communications during the course of the procurement process must take place via Mercell. Inside the competition in Mercell, select the "communications" tabbed sheet. Then click the "new message" icon in the menu bar. Enter the question/information and press "send". Norges Bank then receives the question/information. Any possible questions that the tenderers might have concerning the tender documentation, possibly of the pre-tender conference, must be submitted within the deadline given in point 2.3 above.

All questions will be answered in good time before expiry of the inquiry/rendering deadline in anonymous form and made available as supplemental information to everyone who has registered an interest in Mercell / those bidders who have been invited to submit tenders. Supplemental information is available under the "communications" tabbed sheet and subsequently under the "supplemental information" tabbed sheet. Tenderers who have already registered their interest will also receive notification via E-mail if supplemental information is released during the competition. The tenderers can then follow the link in the notification in order to bring up the relevant competition.

2.5 Correction, supplementation and/or amendment of the tender documentation

Before expiry of the tendering deadline, Norges Bank has the right to undertake correction, supplementation and amendment of the tender documentation that are not of significance. Correction, supplementation or amendment of the tender documentation will immediately be sent to all tenderers who have registered their interest via Mercell. Information on correction, supplementation and amendment will be published electronically via Mercell. If errors are detected in the tender documentation, it is requested that this be communicated to Norges Bank via the communications module in Mercell.

2.6 Language

All written and verbal communications in connection with this competition must occur in English. The language requirement also concerns the tender itself.

2.7 Norwegian Freedom of Information Act

With statutory authority in the Norwegian Freedom of Information Act of 19.5.2006, section 23, third subsection, exceptions may be made for tenders and records pursuant to the code of regulations concerning public procurements until the selection of the supplier has been made.

With statutory authority in the Norwegian Freedom of Information Act, section 13, cf. the Central Bank Act, section 5-2, Norges Bank has a duty of confidentiality concerning information on "the business-related conditions of others". It is emphasised that it is the information subject to confidentiality in the document and not the document in its entirety that is subject to disclosure, cf. the Norwegian Freedom of Information Act, section 13. Tenderers are hence requested to themselves mark/censor precisely which information in the tender that must be deemed to be subject to confidentiality

2.8 Duty of confidentiality

For employees and suppliers who perform work or service for Norges Bank, the duty of confidentiality follows from the Norwegian Act relating to Norges Bank and the monetary system (Central Bank Act) section 5-2. Subcontractors and third parties who become acquainted with information from the contractual relationship must be subjected to a duty of confidentiality corresponding to the duty of confidentiality established in the Central Bank Act, section 5-2.

The duty of confidentiality also remains in effect after the agreement has been ended. Employees or others who depart from their service with one of the parties also have a duty of confidentiality after they have departed. Employees of the supplier, subcontractors and possible third parties must sign a non-disclosure declaration formulated by Norges Bank.

2.9 Impartiality

Norges Bank will pose strict criteria as a basis in determinations of whether possible impartiality-compromising situations, cf. Public Procurement Regulations, section 7-5, are present. If Norges Bank based upon an assessment of the Supplier's explanation and the circumstances otherwise concludes that an impartiality conflict exists, this will result in rejection.

The company is expected to have a policy and arrangement for surveying and assessing possible partiality or impartiality conflicts. An explanation must be given of precisely which impartiality conflicts may exist with a justification for why it is not viewed as being of such a nature that one is prevented from shouldering the commissioned task.

2.10 Police certificate of good conduct and credit assessment

Norges Bank may pursuant to the Central Bank Act, section 2-15 and Regulation 2019-12-17-1880 require a police certificate of good conduct for the Supplier's personnel and possibly personnel of subcontractors who are performing tasks in connection with the Delivery, if security-related considerations dictate such.

With objective grounds, Norges Bank may procure credit information on the Supplier's personnel and possibly personnel of subcontractors who perform tasks in connection with the Delivery.

Norges Bank may also perform other investigations such as for example information on residential address, checks of a valid ID, verification of education and work experience and other investigations if such are relevant.

If security-related considerations dictate such, personnel of the supplier must be security-approved by Norges Bank before the task is commenced.

It is the tenderer's responsibility to contribute to the requisite investigations being able to be performed with respect to procedures prepared by Norges Bank. The Supplier is also obligated to sign the bank's non-disclosure declaration. In special instances, a security clearance will be required pursuant to the Act relating to preventive security services.

2.11 Ethical rules for contractors

The tenderer who is awarded the commissioned task must confirm in the contract that ethical rules for contractors (**Annex 11**) apply for personnel carrying out the work with the supplier who have access to Norges Bank's premises or information systems.

2.12 Advertising

The Supplier is obligated to not conduct advertising or in some other manner to give the general public information concerning this agreement with its appendixes or the results of the agreement without the prior written approval of Norges Bank. The supplier is obligated to include a corresponding provision with respect to their subcontractors. If the Supplier participates in a competition pursuant to the Act and Regulations relating to Public Procurements and a client requests references from other clients, Norges Bank will upon request assess giving a reply concerning whether permission will be granted.

2.13 Tenderer's participation costs

Expenses that the tenderer incurs in connection with the preparation, submission or follow-up on the tender or the procurement process in general will not be refunded. Participation in this procurement process will not in any manner obligate Norges Bank to enter into a contract with the tenderer, or impose on Norges Bank any form of financial obligations with respect to the tenderer.

2.14 Deviations from the procurement documents

The Supplier bears the risk for unclear items in the tender, cf. Public Procurement Regulations, section 23-3 (2).

Tenders that contain significant deviations from the procurement documents must be rejected pursuant to the Public Procurement Regulations, section 24-8 (1) b. Norges Bank hence most strongly requests submitting tenders based upon those instructions and guidance that appear in this tender documentation with appendixes and possibly pose questions in the event of unclear items in the tender documentation.

| |
|---|
| 3 Rejection grounds and Qualification requirements |
|---|

3.1 In general on ESPD

In this competition, the tenderers must fill in the ESPD form that is integrated into Mercell.

3.2 National rejection grounds

The rejection grounds that are ticked under ESPD Rejection Grounds point C provide as a point of departure Norges Bank only a right to reject. In the following two cases, Norges Bank nevertheless has an obligation to reject:

1. If there exists a lack of impartiality that Norges Bank cannot remedy with minor intervention measures, cf. Public Procurement Regulations, section 24-2, first subsection, letter c.
2. If the tenderer has participated in the preparation of the competition, and in so doing has attained an unreasonable competitive advantage that cannot be remedied with minor intervention measures, cf. Public Procurement Regulations, section 24-2, first subsection, letter d.

Norges Bank has in ESPD Rejection Grounds point D ticked "purely national rejection grounds". The national rejection grounds go further than what follow from the rejection grounds specified in ESPD in two cases:

1. Norges Bank must reject a tenderer when it is aware that the tenderer has accepted an optional fine or been convicted of the specified criminal conditions in the Public Procurement Regulations, section 24-2, second subsection.
2. Norges Bank may reject a tenderer when it can be documented that the tenderer has in general committed serious errors that bring about doubts as to its professional integrity, cf. Public Procurement Regulations, section 24-2, third subsection, letter i.

3.3 Qualification requirements

3.3.1 General

The tenderer must answer the qualification requirements included in the ESPD form in Mercell.

Note that the qualification and documentation requirements appear under the heading "Description of requirement/documentation" under the individual requirement in Mercell.

3.3.2 Fulfilment of qualification requirements by the use of other enterprises

The tenderer may choose to support itself with the capacity of other enterprises in order to fulfil the requirements for the supplier's economic and financial capacity and for technical and professional qualifications. What is meant by "other enterprises" is for example a parent company, co-operating partners, subcontractors and the like.

If the tenderer supports itself on the capacity of other enterprises in order to fulfil the qualification requirements for economic and financial capacity and/or for technical and professional qualification, then the tenderer must document that it has the requisite resources at its disposal. This can be documented by for example attaching a signed declaration of obligation from these enterprise. The enterprises must in addition submit separate ESPD forms.

Please note that Norges Bank accept maximum 1 links in the supply chain.

3.3.3 Concerning requirements for the economic and financial capacity of the tenderers

If a tenderer supports itself on the capacity with other enterprises in order to fulfil the requirements for the supplier's economic and financial capacity, Norges Bank may require that they are jointly and severally liable for the execution of the contract.

If the tenderer has objective grounds for not submitting the documentation that Norges Bank has requested, then the tenderer may document its economic and financial capacity by submitting any other document that Norges Bank deems to be suitable.

3.3.4 Requirements associated with the tenderer's suitability

Cf. ESPD form: qualification requirements, A: suitability

| Qualification requirements | Documentation requirements |
|---|---|
| The tenderer shall be a legally established company | <p>The following document shall be attached to the Self-Declaration Form:</p> <p>Norwegian companies: Certificate of incorporation</p> <p>Foreign companies: Proof that the company has been registered in an industry registry or company registry as prescribed in the legislation in the country where the supplier was established</p> |
| The tenderer shall be in compliance with Norwegian rules and regulations regarding tax payments and VAT payments (Norwegian companies only) | <p>The following document shall be attached to the Self-Declaration Form (Norwegian companies only):</p> <p>Tax and VAT-certificate issued by the city treasurer / district treasurer where the provider has its headquarters and by the tax collector in the county concerned. The tax and VAT-certificate must not be more than 6 months old calculated from the day of the deadline for submission of the request for admission.</p> |

3.3.5 Requirements associated with the tenderer's economic and financial capacity

Cf. ESPD form: qualification requirements, B: economic and financial capacity

| Qualification requirements | Documentation requirements |
|---|---|
| <p>The supplier must have sufficient economic and financial capacity to execute the delivery/contract</p> | <p>The following document shall be attached to the Self-Declaration Form:</p> <p>The supplier's annual financial statements (including notes with reports from the board auditor) for the past 2 years. If the annual financial statements for the preceding year have not been completed by the expiry of the tendering deadline for this competition, then interim annual accounts for the preceding year must be attached in addition.</p> <p>Credit rating from a recognized rating supplier (must not be more than 2 months old)</p> <p>We do an overall assessment of the economic and financial standing based on the Current Ratio, Equity ratio and Interest coverage, cash flow from operating activities, annual results and auditor's report.</p> <ul style="list-style-type: none"> - Current ratio, meaning current assets divided by current liabilities. The tenderer's current ratio should exceed 1.5 - Equity ratio, meaning equity divided by total assets (liabilities + total equity). The tenderer's equity ratio should be higher than 0.2. - Interest coverage, meaning operating income divided by net financial expenses. It is desirable to keep an interest coverage ratio above 2.0. If the operating income and/or net financial expenses were negative in any of the periods, please indicate this in the ESPD. <p>None of the indicators will individually have an absolute limit regarding the tenderer's fulfilment of the required standing. However, significant deviations from a single indicator may lead to a rejection. A negative trend on some or most of the indicators may also lead to rejection.</p> <p>If the requested documentation is not available NB may accept other documentation as it finds suitable and relevant. If the financial documentation is showing a negative trend, the Self-Declaration Form should include a short explanation, including an explanation of the tenderer's liquidity risk (the risk that an entity will encounter difficulty in meeting obligations associated with liabilities)</p> |

3.3.6 Requirements associated with the tenderer's technical and professional qualifications

Cf. ESPD form: qualification requirements, C: technical and professional qualifications

| Qualification requirements | Documentation requirements |
|--|---|
| Tenderers must have performed comparable deliveries within ICT Security Consultant services as described in section 1.5. | <p>The following document shall be attached to the Self-Declaration Form:</p> <p>Overview of the most important deliveries with corresponding areas of competence the past three years, with the following information:</p> <ul style="list-style-type: none">• Name of customer• Point in time• Service delivered• Scope of the deliveries <p>It is the responsibility of the tenderer to document the relevance through the description. The tenderer must fill in appendix 4</p> |
| The tenderer must have a sufficiently good capacity to be able to perform the tasks. | <p>The following document shall be attached to the Self-Declaration Form:</p> <p>Description and documentation of the company's competence within the professional/technical area(s), ref. section 1.2.</p> |
| The supplier must have a comprehensive information security management system (ISMS) in place. The ISMS shall be based on internationally recognized standards such as ISO/IEC 27001. The supplier shall provide a SOA (Statement of Applicability) if applicable. The supplier shall provide information about any audit or review that has been conducted for their ISMS | <p>The following document shall be attached to the Self-Declaration Form:</p> <p>Provide a high-level description of the information security management system.</p> <p>Please attach the certificate, as well as the "Statement of Applicability", if the supplier's ISMS is certified.</p> <p>When was the last periodic audit of the supplier's ISMS?</p> |

3.3.7 Requirements for the provider's system for quality assurance and environmental standards

Cf. ESPD form: qualification requirements, D: System for quality assurance and environmental standards

| Qualification requirements | Documentation requirements |
|--|---|
| The tenderer must have a comprehensive quality assurance system that forms the basis for the execution of the contract | <p>The following document shall be attached to the Self-Declaration Form:</p> <p>Description and documentation of quality assurance system.</p> <p>If the tenderer is certified according to ISO 9001 or equivalent standards, it will be sufficient to submit a copy of a valid certificate.</p> |

3.3.8 Execution of the qualification phase

Norges Bank will assess whether the qualification requirements have been fulfilled based on the documentation the suppliers have submitted together with the inquiry on participation in the competition. Suppliers who do not fulfil one or more qualification requirements will be rejected from the competition.

4.1 Award criteria

The contract will be awarded to the tenderer with the best conditions between quality and price based on the award criteria and percentage weighting set out in the table directly below.

Normalization of score will not be used in the evaluation.

AWARD CRITERIA for Advice and assistance within ICT security

| 70 % QUALITY | DOCUMENTATION REQUIREMENT |
|--|---|
| <p>Norges Bank wants the best possible achievement of the requirements</p> <ul style="list-style-type: none"> ○ General requirements ○ Requirements for Advice and assistance within ICT security ○ Privacy requirements/GDPR | <p>Requirements matrix Please answer all the requirements in</p> <p>Appendix 7 General requirements Advice and assistance within ICT security Privacy requirements/GDPR</p> <p>“Must be met” requirement is mandatory. Please note that the tenderer will be rejected if the requirement not is confirmed and met.</p> <p>“Should be met” requirements will be given a qualitative score of 0-10 (10 being the best) based on the quality of the answer</p> |
| <p>Norges Bank wants consultants with professional competence</p> | <p>Documentation requirement: CV with education and work experience with in-demand competence within</p> <ul style="list-style-type: none"> ○ Advice and assistance within ICT security <p>Please fill in appendix 5 for at least 3 maximum 5 resources within Advice and assistance within ICT security</p> |

| 30 % PRICE | DOCUMENTATION REQUIREMENT |
|--|--|
| <p>Norges Bank wants suppliers with competitive prices</p> | <p>Please fill inn Price matrix, Appendix 8 Hourly rate must be stated as a fixed price, not interval</p> |

AWARD CRITERIA for Consultancy within security testing

| 70 % QUALITY | DOCUMENTATION REQUIREMENT |
|--|---|
| <p>Norges Bank wants the best possible achievement of the requirements</p> <ul style="list-style-type: none"> ○ General requirements ○ Requirements for Consultancy within security testing ○ Privacy requirements/GDPR | <p>Requirements matrix Please answer all the requirements in</p> <p>Appendix 7 General requirements Consultancy within security testing Privacy requirements/GDPR</p> <p>“Must be met” requirement is mandatory. Please note that the tenderer will be rejected if the requirement not is confirmed and met.</p> |

| | |
|--|--|
| | “ Should be met ” requirements will be given a qualitative score of 0-10 (10 being the best) based on the quality of the answer |
| Norges Bank wants consultants with professional competence | Documentation requirement: CV with education and work experience with in-demand competence within <ul style="list-style-type: none"> ○ Safety testing Please fill in Appendix 6 for at least 3 maximum 5 resources |

| 30 % PRICE | DOCUMENTATION REQUIREMENT |
|---|--|
| Norges Bank wants suppliers with competitive prices | Please fill inn Price matrix, Appendix 9 Hourly rate must be stated as a fixed price, not interval |

4.2 Evaluation

The categories (Advice and assistance within ICT security / Consultancy within security testing) will be evaluated separately

Evaluation of the award criteria «Price»

Scoring and weighting of price is done according to a relative evaluation model, proportionate method. The best offer on each sub-criterion gets 10 points, the other offers get points proportionally in relation to this according to the following formula: Lowest price divided by price which is evaluated multiplied by 10. The calculated points are weighted against the weight of the sub-criterion and then the weight of the main criterion. Weighted points for each sub-criteria are summed to a total sum for each offer for this criteria

Evaluation of the award criteria «Quality»

For evaluation of the tenders in relation to the award criterion quality, the tenders will be awarded points on the basis of an evaluation model where the best tender receives 10 points. Other offers receive points after a relative difference from the best offer. The best offer on each sub-criterion gets 10 points, the other offers get points based on relative difference in relation to best offer. Calculated points are weighted against the weight of the sub-criterion and then the weight of the main criterion. Weighted points for each sub-criteria are summed to a total sum for each offer for this criteria.

| | |
|---|------------------------|
| 5 | Tender delivery |
|---|------------------------|

5.1 Delivery of tenders

All tenders must be delivered electronically in Mercell within the deadline stated in **clause 2.3**, possibly a new deadline specified by Norges Bank. The Supplier may, before expiry of the tendering deadline, make possible changes and submit a new tender. The last tender submitted will be regarded as the final tender.

5.2 Tender structure

The tender shall follow the structure as given in Tender letter **Appendix 1**.

5.3 Ability to submit partial tenders

The suppliers can submit tenders for one or both of the categories, ref **section 1.2**.

5.4 Alternative tenders and minimum requirements

There is no ability to submit alternative tenders.

5.5 Structure of the tender documents

The tender documents consist of:

| | |
|---------------|---|
| Main document | Tender document (this document) |
| Appendix 1 | Tender letter |
| Appendix 2 | Deviations from the tender documents |
| Appendix 3 | Self-declaration wage and working conditions |
| Appendix 4 | Template reference task |
| Appendix 5 | Template for CV - Advice and assistance within ICT security |
| Appendix 6 | Template for CV – Consultancy within security testing |
| Appendix 7 | Requirements specification (separate document) |
| Appendix 8 | Price Matrix - Advice and assistance within ICT security |
| Appendix 9 | Price Matrix - Consultancy within security testing |
| Appendix 10 | Template – reservation or deviations |
| Appendix 11 | Ethical guidelines for suppliers |
| Appendix 12 | Framework agreement |
| Appendix 13 | Dataprocess agreement |

6 Termination of the competition

6.1 Notification and qualifying period

Norges Bank will inform all suppliers in writing and simultaneously of who Norges Bank intends to award the contract to as soon as the selection of the supplier has been made. The notification will contain a justification for the selection and specify the qualifying period from when the award is announced to when the signing of the contract is planned to be carried out (entry into the contract).

If Norges Bank finds that the award decision is not in accordance with the criteria for the selection of a supplier, then the decision may be annulled up to when the contract is entered into

6.2 Cancellation of the competition

Norges Bank may cancel the competition if objective grounds exist, cf. the Public Procurement Regulations, section 25-4.

Template – Tender letter

Appendix 1

Tenderers shall submit this tender letter together with the tender

The tenderer shall complete the table and sign below

Procurement for ICT Security consultant services

We have reviewed your tender documentation for the procurement for ICT Security consultant services with any amendments/supplements. We accept that our tender will be valid until the expiry of the validity deadline stated in the progress plan in the tender documentation.

We confirm that we are bound by the terms of the tender and that Norges Bank may accept them at any point during the validity period.

We declare the following with regard to deviations from the tender documents:

Tick the correct option

| | |
|---|--|
| We confirm that the offer does not contain any deviations from the tender documents | |
| Our offer contains deviations from the tender documents. An exhaustive description of all deviations is given in Appendix 2 | |

We confirm that our complete offer has been answered according to the procurement documents, and consists of:

Enclosed

| | |
|--|--|
| Tender letter | |
| Completed template for description of all deviations from the procurement documents. Ref Appendix 2 | |
| Completed self-declaration on pay and working conditions Ref Appendix 3 | |
| Documentation in reply to qualification criteria Ref Section 3 of this RFP | |
| Documentation in reply to award criteria Quality Ref Section 4 of this RFP and Appendix 7 | |
| Documentation in reply to award criteria price Tenderer shall fill in all requested price elements in the price, ref Section 4 above and Appendix 8 and 9 | |

The undersigned, who is authorised to sign on behalf of the tenderer confirms that the information provided in the tender is correct, accurate and current and that the tender is valid until 17th December 2021

Place:

Date:

Signature: _____

Name of signatory with capital letters:

Position of signatory:

Contact person for the tender

Name _____

Title _____

E-mail _____

Mobile phone _____

Appendix 2

Description of all deviations from the tender documents

[illegible]

Appendix 3

Self-declaration relating to wage and working condition

Legal authority is contained in the Act of 17th June 2016 No. 73 relating to public procurements; see also the Regulations relating to wage and working conditions in public contracts, adopted by Royal Decree of 6 February 2008

This confirmation concerns:

| | |
|---------------------|--|
| Company | |
| Organisation number | |
| Address | |
| Postcode/place | |
| Country | |

I confirm that all employees in our company, externally hired employees and sub-contractors directly involved in the performance of the contract are subject to/have in place wage and working conditions as follows:

I confirm that the wage and working conditions accord with the applicable regulations in areas covered by the Regulations relating to general collective wage agreements;

I confirm that the wage and working conditions accord with the applicable national collective wage agreement for the relevant sector in areas which are not covered by the Regulations relating to general collective wage agreements. In this context, “wage and working conditions” means provisions relating to minimum working hours, wages including overtime supplements, shift and rota supplements, and inconvenience supplements, and the coverage of expenses relating to travel, food and accommodation, to the extent that the collective wage agreement contains such provisions.

Pursuant to section 5 of the regulations, Norges Bank requires the supplier and any sub-contractors directly involved in the performance of the contract to be able to document, upon request during the contract period, the wage and working conditions of employees and externally hired employees who are involved in the performance of the contract.

If the supplier fails to comply with this duty, Norges Bank shall be entitled to retain parts of the contract sum corresponding to approximately twice the saving made by the supplier, until it is documented that the matter has been remedied. The supplier and any sub-contractors shall, upon request, document the wage and working conditions of the persons mentioned in the first paragraph.

General manager (signature): _____ Date: _____

Appendix 4

Form for the tenderer's description of similar deliveries

It is the provider's responsibility to document relevance through the description.

A table has been set up for 4 deliveries.

Copy the table if you want to document more deliveries

| Delivery | |
|--|--|
| Company name / Customer | |
| Contact person with email and mobile | |
| Time and duration of delivery | |
| Brief description of the delivery, including information on size and complexity | |
| Scope of delivery | |

| Delivery | |
|--|--|
| Company name / Customer | |
| Contact person with email and mobile | |
| Time and duration of delivery | |
| Brief description of the delivery, including information on size and complexity | |
| Scope of delivery | |

| Delivery | |
|--|--|
| Company name / Customer | |
| Contact person with email and mobile | |
| Time and duration of delivery | |
| Brief description of the delivery, including information on size and complexity | |
| Scope of delivery | |

| Delivery | |
|--|--|
| Company name / Customer | |
| Contact person with email and mobile | |
| Time and duration of delivery | |
| Brief description of the delivery, including information on size and complexity | |
| Scope of delivery | |

Template for CV - **Advice and assistance within ICT security**

Please fill in template for at least 3 maximum 5 resources.

Please make visible education and work experience with in-demand competence within

- Advice and assistance within ICT security

| CV - Curriculum Vitae | |
|---|--|
| Name | |
| Education | |
| Relevant work experience <ul style="list-style-type: none"> • Employer • Length of working conditions • Position and area of responsibility | |
| Competence within Advice and assistance within ICT Security Brief description of purposes and challenges Time and duration of the assignment Contact information at the reference | |
| | |
| | |

Template for CV – **Consultancy within security testing**

Please fill in template for at least 3 maximum 5 resources

Please make visible education and work experience with in-demand competence within

- Safety testing

| CV - Curriculum Vitae | |
|--|--|
| Name | |
| Education | |
| Relevant work experience <ul style="list-style-type: none"> • Employer • Length of working conditions • Position and area of responsibility | |
| Competence within Safety testing Brief description of purposes and challenges Time and duration of the assignment Contact information at the reference | |
| | |
| | |

Appendix 8

Price Matrix - **Advice and assistance within ICT security**

Hourly rate, ex VAT

| | | |
|---|---------------|--|
| Junior consultant, or equivalent | 07:00 – 17:00 | |
| Senior consultant | 07:00 – 17:00 | |
| Chief consultant, advisor, specialist etc | 07:00 – 17:00 | |

Overtime supplement applies only in cases where the Customer has specifically ordered work that is assumed to be performed outside normal working hours.

Overtime supplement in the period Monday - Friday at 06:00 - 07:00 and 17:00 - 20:00 are compensated with a surcharge of 50%.

Overtime surcharges in the period 20:00 - 06:00, as well as weekends and holidays are compensated with a surcharge of 100%.

Appendix 9

Price Matrix - **Consultancy within security testing**

Hourly rate, ex VAT

| | | |
|---|---------------|--|
| Junior consultant or equivalent | 07:00 – 17:00 | |
| Senior consultant | 07:00 – 17:00 | |
| Chief consultant, advisor, specialist etc | 07:00 – 17:00 | |

Overtime supplement applies only in cases where the Customer has specifically ordered work that is assumed to be performed outside normal working hours.

Overtime supplement in the period Monday - Friday at 06:00 - 07:00 and 17:00 - 20:00 are compensated with a surcharge of 50%.

Overtime surcharges in the period 20:00 - 06:00, as well as weekends and holidays are compensated with a surcharge of 100%.

Template – Reservations or deviations

The tenderer shall complete this form, and provide the relevant documentation as required in section 4 above. Please answer each of the confirmation statements below and ensure that you have ticked the applicable check-box for each of the confirmation statements.

CONFIRMATION #1

☐ We confirm that we have no reservations and/or deviations to the NB Framework Agreement as set out in **Appendix 12**.

Or:

☐ We confirm in the table below, the list of reservations and/or deviations to the NB Framework Agreement as set out in **Appendix 12**. We understand that material reservations to these may lead to the tender being rejected according to the Norwegian Public Procurement Regulation Section 24-8.

| Clause referene | Reservation or Deviation to the Framework Agreement | Rationale for reservation or deviation | Specific amendment drafting proposed for the reservation or deviation |
|-----------------|---|--|---|
| | | | |
| | | | |
| | | | |

CONFIRMATION #2

☐ We confirm that we accept of the Code of Conduct in **Appendix 12**. We understand that this is a mandatory requirement.

Date:

Signature:

Name of signatory:

Position of signatory:

NORGES BANK
ETHICAL RULES FOR CONTRACTORS
ENGAGED BY THE GOVERNOR'S AREA OF RESPONSIBILITY

These ethical rules were laid down by the General Counsel of Norges Bank on 17 November 2014 and were last amended on 16 September 2020. The rules are based on the ethical principles adopted by Norges Bank's Executive Board on 19 October 2011 (last amended on 24 June 2020) and the supplementary ethical rules of conduct for employees in the Governor's area of responsibility adopted by the Governor of Norges Bank on 25 June 2020.

These rules apply to contractors with access to the Bank's premises or systems. Contractors are responsible for ensuring that staff performing services or work for Norges Bank are familiar with these ethical rules.

If a contractor breaches these rules, the contract may be terminated.

1. Common rules for all contractors

1.1. General

Norges Bank as the central bank has been given considerable authority and trust. Contractors shall contribute to safeguard Norges Bank's reputation by maintaining a high level of ethical awareness and integrity.

1.2. Human rights and labour rights

Contractors shall:

- respect human rights
- comply with internationally recognised UN and ILO conventions concerning human rights and labour rights
- adhere to the national legislation of the countries in which the contractor operates, including labour rights legislation.

1.3. Illegal acts and corruption

Contractors or third parties acting on behalf of a contractor:

- shall not commit illegal acts, including all forms of corruption
- must not, on their own behalf or on behalf of others, demand, receive or accept an offer of undue advantage in connection with the contractor's assignment
- must not provide or offer undue advantage to another party in connection with the contractor's assignment for Norges Bank.
- shall not contribute to any form of agreement or transaction associated with proceeds from criminal activity (money laundering) or associated with terrorist activity.

1.4. Discrimination

Norges Bank does not accept any form of discrimination, harassment or bullying by persons involved in Norges Bank's activities.

1.5. Duty of confidentiality

Anyone performing services or work for Norges Bank shall be obliged to prevent unauthorised persons from gaining access to, or knowledge of, any information that comes to his or her knowledge in the performance of his or her duties with regard to the business affairs of the Bank or others, or the personal affairs of anyone (cf. Section 5-2 of the Central Bank Act).

The duty of confidentiality remains in force after the completion of the assignment or service contract, and violation is subject to a penalty. Contractor employees who perform work or services for Norges Bank and who have access to the Bank's premises or systems shall sign a declaration of confidentiality.

1.6. Conflicts of interest

Contractors must not engage in any actions that may create or may appear to create, a direct or indirect conflict of interest between their own interests and the interests they are to protect as contractors engaged by Norges Bank. Contractors shall notify Norges Bank of any potential conflicts of interest.

1.7. Gifts

Contractors must not give any form of gifts or personal benefits to Norges Bank employees or close associates of Norges Bank employees. The term "close associates" is defined as in Section 2-5, subsections 1, 2 and 4, of the Securities Trading Act (for example, spouse, children under the age of 18 or companies where the contractor has determinative influence).

2. Specific rules

2.1. Scope

The rules below are special rules that apply to contractor employees:

- when these employees act on behalf of Norges Bank
- when these employees through their assignment for Norges Bank have inside information or other confidential information

The more specific application of these rules can be agreed on as necessary.

2.2. Personal trading

A contractor employee:

- may not at any time purchase, establish, sell, submit trading orders, redeem or refinance financial instruments, foreign exchange products or fixed rate products if the employee through his or her work for Norges Bank has – or has access to – information that is not publicly available relating to circumstances that may affect market prices
- with access to inside information concerning the policy rate setting process or the process of preparing advice on the countercyclical capital buffer may not purchase, establish, sell, submit trading orders, redeem or refinance financial instruments, foreign exchange products or fixed rate products designated in NOK during the 21 calendar days immediately preceding the date of publication of the policy rate decision and the decision basis for the advice concerning the countercyclical capital buffer, or until the advice has been published
- may nonetheless engage in the necessary exchange of currency in connection with travel or relocation across countries using different currencies
- who through his or her work for Norges Bank may have access to confidential information concerning a financial institution is not permitted to acquire or dispose of Norwegian transferable securities (cf. definition in Chapter 2-4 (1) of the Securities Trading Act) that are issued by financial sector undertakings or derivatives of such securities.

A contractor employee who in his or her work for Norges Bank:

- manages portfolios or make transactions in financial instruments or otherwise takes decisions concerning financial instruments is not permitted to conduct transactions for their own account in the same financial instruments specified in the management mandate.
- has – or has access to – information about Norges Bank's decisions concerning trading in financial instruments is not permitted to make transactions for his or her own account in the same type of financial instrument until the information has been made publicly available
- normally, in the performance of his or her duties, has insight into or whose work involves management of financial instruments or foreign currency for Norges Bank may not:
 - trade in derivatives or exchange-traded notes (ETNs).

- use counterparties in personal trading that regularly and on a significant scale provide services for Norges Bank Central Banking Operations, unless trading takes place electronically and is based on standard terms and conditions
- is in possession of insider information or other confidential company information regarding NBIM's investment activities shall in all circumstances avoid using such information for personal trading or for providing investment advice to others or passing on such information to unauthorised persons (cf also Section 2.3).

2.3. Handling of inside information and other confidential company information

Contractor employees who in their work for Norges Bank acquire knowledge of inside information (cf. definition in the Securities Trading Act) or other confidential information must not misuse such information. Whoever is in possession of inside information or other confidential company information must:

- not abuse it to trade in financial instruments, either directly or indirectly, for his/her own account or for the account of another, or encourage others to engage in such transactions
- not pass such information on to unauthorised persons
- exercise due care to ensure that the information does not come into the possession of unauthorised persons or is abused
- not advise unauthorised persons on trading in the financial instruments concerned.

The abuse of inside information constitutes a criminal offence according to the Securities Trading Act.

2.4. Gifts

Contractor employees must not accept gifts or personal benefits for themselves or others from the Bank's business contacts or from others when performing work or service for Norges Bank that may constitute a personal advantage for the employee or that could, or may be intended to, influence the employee's performance of his or her duties. The prohibitions in this provision apply irrespective of the financial value of the benefit and even if the giving of the benefit is deemed customary in the relevant social setting, country or culture.

2.5. Invitations

Costs related to travel, participation in external seminars etc. for Norges Bank incurred by a contractor employee will as a main rule be covered by Norges Bank or by the contractor himself where this is agreed and appropriate.

Contractor employees acting on behalf of Norges Bank may accept meal invitations from Norges Bank's business contacts only if the meal naturally forms part of a meeting or other type of event that is connected to an engagement for Norges Bank, or where the purpose is clearly not to obtain a contract with or special benefits from Norges Bank.

If expenses are otherwise regulated in a clause in the contract between the contractor and Norges Bank, the contract clause takes precedence over the provision in this section.

2.6. Lectures and educational activities

Contractor employees are not permitted to accept compensation for external lectures directly linked to Norges Bank's activities unless the total value of the compensation is less than NOK 500. Compensation in the form of cash or deposit money may nonetheless not be accepted.

Norges Bank shall cover travel and subsistence expenses in connection with external lectures held by or with the contribution of the contractor employee in his or her service for Norges Bank. The host organisation may cover seminar fees etc. and meals included in the seminar fee when the lecture is part of the seminar. In special cases, Norges Bank can provide prior approval for additional expenses to be covered by the host organisation if it is deemed unobjectionable to make an exception. If expenses are otherwise regulated in a clause in the

contract between the contractor and Norges Bank, the contract clause takes precedence over the provision in this section.

3. Right of inspection

In the contract period, the contractor has a duty to be transparent vis-à-vis Norges Bank with regard to issues related to the contractor's compliance with these ethical rules, in particular with regard to control and follow-up.

4. Disclosure of wrongdoing

Contractors that have knowledge or suspicion of breaches of these ethical rules shall notify internal audit at Norges Bank at email address: IR-Varsling@Norges-Bank.no.

Contractor employees are encouraged to disclose possible wrongdoing related to the implementation of the agreement with Norges Bank. If it is not appropriate to use ordinary reporting procedures, the contractor employee may report such circumstances directly to internal audit at Norges Bank at email address: IR-Varsling@Norges-Bank.no. Such disclosures may apply to circumstances at Norges Bank and the contractor.

5. Exceptions from the rules

Any exceptions from these rules in individual cases are subject to the prior written approval of Norges Bank.



FRAMEWORK AGREEMENT

for the provision of

ICT Security Consultancy Services

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THIS AGREEMENT (the "**Framework Agreement**") is dated [xx.xx.20xx] (the "**Effective Date**" and made between:

BETWEEN

- (1) **NORGES BANK** (registration number 937 884 117) whose registered office is at Bankplassen 2, 0151 Oslo, Norway ("**NB**"); and
- (2) [**SERVICE PROVIDER**], a limited liability company incorporated in [insert country] under registration number [insert registration number], with its registered office at [insert address] (the "**Consultancy Company**").

(Hereinafter individually or collectively referred to as a "**Party**" or the "**Parties**")

OPERATIVE PROVISIONS

1. BACKGROUND

- 1.1 Norges Bank has, upon the completion of a competitive tendering procedure [XXXX] with [DOFFIN Reference XXXX] awarded the [Consultancy] Company this Agreement, [as one of several parallel agreements], for the provision of [XXXX] ("**Services**"), including but not limited to the following [personnel and consultancy] services:
- 1.2 [XXXX]
- 1.3 This Agreement sets out the main terms and conditions for the Agreement during and after the term of this Agreement, which apply equivalently to any Statement of Work which NB may conclude through a mini-tender.

2. DEFINITIONS, INTERPRETATION AND APPENDICES TO THE AGREEMENT

- 2.1 The definitions and rules of interpretation set out in Appendix 1 (Definitions) shall apply to this Agreement and each Statement of Work.
- 2.2 This Agreement consists of the following Appendices in addition to the main body of this Agreement:

| | |
|-------------------|--|
| Appendix 1 | Definitions |
| Appendix 2 | Mini-Tender Template |
| Appendix 3 | Statement of Work Template |
| Appendix 4 | Conduct of Business Code for Providers of Goods and Services |
| Appendix 5 | NBIM Business Travel Guideline for Personnel |
| Appendix 6 | Invoicing Requirements |
| Appendix 7 | Data Protection |

3. TERM

- 3.1 The Agreement shall take effect on the date of this Agreement (the "**Commencement Date**") and (unless otherwise terminated in accordance with its terms) shall continue in full force and effect until the later of: the expiry of the Framework Term and the date on which the last Statement of Work that has been awarded during the Framework Term to expire or be terminated, expires or terminates ("**Term**").

4. APPOINTMENT

- 4.1 NB hereby appoints the Consultancy Company as a potential provider of **ICT Consultancy Services** to NB under this Agreement and the Consultancy Company shall be eligible during the Term to be considered for the award of Statements of Work by NB pursuant to the process set out in Clause 8

5. PROVISION OF PERSONNEL

- 5.1 The Consultancy Company shall make available to NB the Personnel specified in a Statement of Work to perform the Services in accordance with this Agreement for the benefit of Norges Bank.
- 5.2 The Consultancy Company shall remain liable at all times for the performance of the Services by the Personnel under a Statement of Work.
- 5.3 The Consultancy Company shall procure that the Personnel shall perform the Services and provide the Deliverables (where applicable) under each Statement of Work:
- 5.3.1 at such times and locations as specified in the Statement of Work;
 - 5.3.2 at all times in a professional manner, using all due skill and attention and in accordance with Good Industry Practice; and
 - 5.3.3 in accordance with all Applicable Law.
- 5.4 The Consultancy Company shall procure that the Personnel shall, in providing the Services under a Statement of Work:
- 5.4.1 comply with NB's [code of business conduct and [XXX]
 - 5.4.2 use their best endeavours to promote the interests of NB and act at all times in good faith towards NB;
 - 5.4.3 comply promptly with all lawful requests of NB, keep NB regularly informed of progress and attend all meetings and discussions whenever reasonably requested by NB;
 - 5.4.4 take all reasonable steps to minimise any interference with the business operations of NB; and
 - 5.4.5 co-operate with and provide reasonable assistance to any other suppliers to NB as may be notified to the Consultancy Company or the relevant Personnel by NB from time to time in order to enable such other suppliers to create and maintain technical or organisational interfaces with the Services and/or any Deliverables.
- 5.5 The Consultancy Company shall not be liable for any services or products provided by any third party vendors, developers or consultants identified or referred to the Personnel by NB during the performance of the Services under a Statement of Work, unless otherwise set out in a Statement of Work.
- 5.6 The Consultancy Company shall notify NB, as soon as reasonably practicable following its becoming aware of the same, of any development that is likely to have a material impact on its or the Personnel's ability to perform the Services under a Statement of Work in compliance with any Applicable Law or otherwise in accordance with this Agreement (including, without limitation, any actual or potential shortage of available personnel).

Following any notification under this Clause 5.5 and without prejudice to any other rights or remedies of NB, the parties shall, each acting reasonably, seek to agree such actions or steps as may be necessary to mitigate the risk of the relevant development impacting upon the provision of the Services under the relevant Statement of Work and, following any such agreement, the Consultancy Company shall, at its cost, implement such actions and steps and keep NB informed of the progress of such implementation.

6. REPLACEMENT OF PERSONNEL

- 6.1 Unless otherwise agreed in a Statement of Work, the Consultancy Company shall not remove or replace any member of the Personnel supplied to NB under a Statement of Work unless:
- 6.1.1 requested to do so by NB;
 - 6.1.2 the person is on long-term sick leave;
 - 6.1.3 the element of the Services in respect of which the individual was engaged has been completed to NB's satisfaction;
 - 6.1.4 the person resigns from their employment with the Consultancy Company; or
 - 6.1.5 the Consultancy Company obtains the prior written consent of NB.
- 6.2 The Consultancy Company shall inform NB of the identity and background of any replacements for any of the Personnel under a Statement of Work as soon as a suitable replacement has been identified. NB shall be entitled to interview any such person and may object to any such proposed appointment if, in its reasonable opinion, it considers the proposed replacement to be unsuitable for any reason.
- 6.3 The Consultancy Company shall:
- 6.3.1 notify NB of the absence of any Personnel (other than for short term sickness or holidays of 2 weeks or less, in which case the Consultancy Company shall ensure appropriate temporary cover is provided for the relevant role);
 - 6.3.2 ensure that the role of each of the Personnel is not vacant (in terms of a permanent representative) for more than 10 days; and
 - 6.3.3 ensure that a temporary replacement is identified with immediate effect from the Consultancy Company becoming aware of the role becoming vacant and that any permanent replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the member of the Personnel who is being replaced.
- 6.4 NB may require the Consultancy Company to remove, or procure the removal of, any of the Personnel whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities.
- 6.5 If the Consultancy Company replaces any member of the Personnel as a consequence of this Clause 6, the cost of effecting such replacement shall be borne by the Consultancy Company.

7. WARRANTIES

7.1 The Consultancy Company represents, warrants and undertakes that:

- 7.1.1 it shall supply a sufficient number of individual consultants or other personnel to meet in full NB's requirements for Personnel as set out in a Statement of Work;
- 7.1.2 the Personnel shall have the appropriate skills, experience and qualifications to perform the Services;
- 7.1.3 it will promptly give NB (in writing, if so requested) all such information and reports as it may require in connection with the provisions of the Services, and shall co-operate in good faith with NB and provide all such reasonable assistance as may be required to facilitate the proper performance of this Agreement;
- 7.1.4 neither the Consultancy Company or any of the Personnel will commit NB (or hold himself/herself out as being able to commit NB) to any legally binding agreement with any third party;
- 7.1.5 the Services will be performed in a professional manner, using all due care, skill and attention, and in accordance with Good Industry Practice;
- 7.1.6 it has all appropriate licences, permits or other authorisations that may be required to supply the Personnel in accordance with this Agreement and the relevant Statement of Work;
- 7.1.7 it shall undertake all its obligations under this Agreement in accordance with Applicable Law and Good Industry Practice;
- 7.1.8 in providing the Services it shall take all reasonable steps to minimise any interference with the business operations of NB;
- 7.1.9 it shall promptly give NB (in writing, if so requested) all such information and reports as NB may require in connection with the provisions of the Services, and shall co-operate in good faith with NB and provide all such reasonable assistance as may be required to facilitate the proper performance of this Agreement and each Statement of Work;
- 7.1.10 it shall not, and shall ensure that the Personnel shall not, incur any expenditure in the name of or for the account of NB or enter into or hold itself out as having the authority to enter into any binding legal agreement or commitment on behalf NB;
- 7.1.11 it shall co-operate with and provide reasonable assistance to any other suppliers to NB as may be notified to the Consultancy Company by NB in order to enable:
 - 7.1.11.1 such other suppliers to create and maintain technical or organisational interfaces with the Services or any Deliverables; and
 - 7.1.11.2 on the termination or expiry of this Agreement, to enable the timely and orderly transition of the Services (or any of them) to NB and/or to any replacement supplier.

- 7.2 The Consultancy Company shall not be liable for any services or products provided by any third party vendors, developers or consultants identified or referred to its Consultant by NB during the performance of this Agreement or any Statement of Work.

8. AWARDS UNDER THE AGREEMENT – MINI-TENDERS AND STATEMENTS OF WORK

Mini-Tenders

- 8.1 If NB decides to source any of its requirements for Framework Services through this Agreement (the "**Required Services**"), then it may at any time during the Framework Term, in its sole and absolute discretion, award a Statement of Work to the Consultancy Company in accordance with the process set out in Clauses 8.2 – 8.8.
- 8.2 The award criterion for award of the Required Services under a Mini-Tender will be the quality and price, and the relative weightings between these award criteria will be specified in the relevant Mini-Tender Statement of Requirements (the "**Award Criteria**").
- 8.3 NB reserves the right to interview representatives prior to award.

Mini-Tender Process

- 8.4 If NB wishes to source any Required Services from the Consultancy Company, it shall:
- 8.4.1 prepare a Statement of Requirements setting out the Required Services based on the template in Appendix 2 (Mini Tender Statement of Requirements Template);
 - 8.4.2 invite the Consultancy Company and any other Framework Suppliers that have been identified by NB as capable of providing the Required Services to submit a tender in response to the Statement of Requirements; and
 - 8.4.3 set a time limit for the receipt by it of the tenders which takes account of the complexity of the Required Services and the time reasonably needed to prepare and submit a tender.
- 8.5 If the Consultancy Company wishes to be considered to provide the Required Services, it shall submit a tender in accordance with the time limits set in accordance with Clause 8.4.3 and any other requirements relating to the Mini-Tender set out in the relevant Statement of Requirements.
- 8.6 NB shall apply the Award Criteria to the compliant tenders it receives under each Mini-Tender as the basis of its decision to award a Statement of Work for the Required Services and shall notify the Consultancy Company, together with the other Framework Suppliers who have submitted a tender, of its decision. Where the Consultancy Company is not awarded the Statement of Work, NB shall also provide written feedback in relation to the reasons why its tender was not successful.
- 8.7 For the avoidance of doubt, each party shall bear its own costs and expenses in connection with the activities contemplated in Clauses 8.4 – 8.6.

No Award

- 8.8 Notwithstanding any other provision of this Clause 8, NB shall be entitled at any time to decline to make an award for all or any of the Required Services. Nothing in this Agreement shall oblige any Contracting Authority to award any of the Required Services, whether to the Consultancy Company or any other Framework Supplier.

Statements of Work

- 8.9 Where the Consultancy Company is awarded the relevant Required Services under a Mini Tender, the Required Services shall be specified in a statement of work which shall be agreed in accordance with the template form attached as Appendix 3 to this Agreement and signed by a duly authorised representative of each party ("**Statement of Work**").
- 8.10 Each Statement of Work, once duly signed in accordance with Clause 8.9, shall form part of this Agreement.
- 8.11 The terms and conditions of this Agreement will apply to all Statements of Work, except where any term of this Agreement is expressly dis-applied or varied in the Statement of Work.
- 8.12 NB shall be under no obligation to pay for any Services unless the relevant Statement of Work has been validly executed in accordance with Clause 8.9.
- 8.13 NB may at its option offer to extend any Statement of Work which is expressed to be for a fixed term, but shall not be under any obligation to do so.
- 8.14 For the avoidance of doubt, all Statements of Work shall remain in force unless and until they are terminated or expire in accordance with their own terms, or unless the notice of termination terminating the Agreement states that it is also to constitute notice terminating all Statements of Work between NB and the Consultancy Company.

9. NON-EXCLUSIVITY

- 9.1 The Consultancy Company acknowledges that NB has and may continue to enter, into other personnel services agreements with third parties that may relate the same type of personnel services as described this Agreement, including any Statements of Work.
- 9.2 NB acknowledges that the Consultancy Company is not required to provide the Services or make available any of the Personnel exclusively to NB during the term of this Agreement or any Statement of Work. However, the Consultancy Company shall not, without first obtaining NB's written consent, undertake any engagement or activity which is liable to detract from its or any of the Personnel's ability to perform the Services or, which would conflict or be detrimental to the interests of NB.

10. NB OBLIGATIONS

- 10.1 NB shall promptly provide (and ensure that NB's third party providers provide, where relevant) all such reasonable information and assistance to the Consultancy Company where reasonably required by the Consultancy Company.
- 10.2 NB shall perform the dependencies identified in a Statement of Work.

11. PAYMENT, INVOICING AND TAXES

- 11.1 NB agrees to pay the Consultancy Company the Fees as agreed in each Statement of Work for services rendered in accordance with that Statement of Work.
- 11.2 The Consultancy Company shall raise an invoice in respect of each Statement of Work, in accordance with the requirements in the Statement of Work, and each invoice shall contain a reference to the relevant Statement of Work under which it has been raised.

11.3 The Fees shall be deemed to include any and all taxes which Applicable Law requires NB to pay to the Consultant Company, excluding applicable VAT (or similar applicable sales taxes). Each party shall bear any taxes assessed or imposed on, or calculated by reference to, their own net income, profits or gains. Without prejudice to the generality of the foregoing, the Consultancy Company shall be fully responsible for and shall indemnify and keep NB indemnified for and in respect of:

11.3.1 any income tax, employee and employer national insurance and social security contributions (or similar, and whether such contributions are due from or in respect of NB or the Consultancy Company) and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, to the extent in each case that the recovery is not prohibited by law. The Consultancy Company shall further indemnify NB against all costs, expenses and any penalty, fine or interest incurred or payable by NB in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

11.3.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any of the Personnel, sub-contractor and/or any other person employed or engaged by the Consultancy Company against NB arising out of or in connection with the provision of the Services.

11.4 Invoices should comply with the invoicing requirements set out in Appendix 6.

12. SECURITY

12.1 The Consultancy Company acknowledges that NB requires successful completion by each member of the Personnel of NB's background checks procedures, as a pre-condition to the provision of the Services.

12.2 NB shall inform the Consultancy Company of all security procedures and standards that apply to the Personnel's provision of the Services and for access to NB's IT systems and locations. The Consultancy Company shall ensure that all the Personnel comply with such procedures and standards and acknowledges that it is a condition of the Personnel's access to NB's IT systems and locations that he/she does so.

12.3 The Consultancy Company shall ensure that none of the Personnel shall use any IT equipment other than that of NB (including hardware and software) at the location, unless NB has given prior written approval to use other equipment.

13. PROPRIETARY RIGHTS

13.1 Each party:

13.1.1 agrees that it will not have any claim, ownership or interest in the other party's Background Intellectual Property or Improvements in such Background Intellectual Property; and

13.1.2 grants the other party a non-exclusive, royalty-free licence for duration of the Term to use any Background Intellectual Property made available by the granting party for the purpose of carrying out the Services.

13.2 The Consultancy Company shall not include, and shall procure that the Personnel shall not include, any of its Background Intellectual Property in any Deliverables or other work which it or any of the Personnel or sub-contractors produces and/or prepares (in whatsoever form) during the provision

of the Services without NB's prior written consent. Where any such Background Intellectual Property is included in a Deliverable in accordance with this Clause 13.2, the Consultancy Company hereby grants NB a perpetual, royalty free, transferrable and sub-licensable licence to use, copy, modify and adapt such Background Intellectual Property for the purposes of making full use of the Deliverables.

- 13.3 The Consultancy Company acknowledges that, subject to Clause 13.2, it will not obtain any Intellectual Property Rights in any Deliverables or other work which it or any of the Personnel or sub-contractors produces and/or prepares (in whatsoever form) during the provision of the Services. The Consultancy Company hereby irrevocably assigns to NB and, where applicable, shall procure that the Personnel and any sub-contractors shall each assign, in each case as at the date of creation, with full title guarantee and without further consideration, all Intellectual Property Rights in and to the Deliverables and all other work which it or any of the Personnel or sub-contractors produces and/or prepares (in whatsoever form) during the provision of the Services. Such assignment shall also take effect as a present assignment of future copyright and registered design rights pursuant to section 91 of the Copyright, Designs and Patents Act 1988 or equivalent provision in any relevant jurisdiction, and, to the extent that any such Intellectual Property Rights do not vest in NB for any reason, the Consultancy Company shall hold the same on trust for NB.
- 13.4 The Consultancy Company will do, and shall ensure that the Personnel and any sub-contractors do, all acts necessary to confirm that absolute title in any work produced and prepared by the Personnel (in whatsoever form) during the provision of the Services has passed, or will pass, to NB.
- 13.5 The Consultancy Company shall, and shall procure that each member of the Personnel and any sub-contractors shall, waive any moral rights in such works to which the that person is now, or may at any future time, be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 (or any similar provision of law in any jurisdiction).
- 13.6 Neither party will use the name(s), trademark(s), or trade name(s) (whether registered or not) of the other without the express prior written consent of that other party.

14. INDEMNITY

- 14.1 The Consultancy Company shall indemnify and keep indemnified NB against any and all Loss suffered or incurred as a result of or in connection with:
 - 14.1.1 any IPR Claim; and
 - 14.1.2 any breach by the Consultancy Company or any member of the Personnel of any of the obligations under Clause 15 (Confidentiality and Publicity) and Clause 19 (Data Protection).
- 14.2 NB shall:
 - 14.2.1 notify the Consultancy Company in writing of any IPR Claim;
 - 14.2.2 allow the Consultancy Company to conduct all negotiations and proceedings and provide the Consultancy Company with such reasonable assistance as is required by the Consultancy Company, each at the Consultancy Company's cost, regarding the IPR Claim; and
 - 14.2.3 not, without prior consultation with the Consultancy Company, make any admission relating to the IPR Claim or attempt to settle it, provided that the Consultancy Company

considers and defends any IPR Claim diligently, using competent counsel and in such a way as not to bring the reputation of NB into disrepute.

14.3 If an IPR Claim is made, or the Consultancy Company anticipates that an IPR Claim might be made, the Consultancy Company may, at its own expense and sole option, either:

14.3.1 procure for NB the right to continue using the part of the material which is subject to the IPR Claim; or

14.3.2 replace or modify, or procure the replacement or modification of, such material, provided that:

14.3.2.1 the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;

14.3.2.2 the replaced or modified item does not have an adverse effect on any other Services;

14.3.2.3 there is no additional cost to NB; and

14.3.2.4 the terms of the agreement apply to the replaced or modified Services.

14.4 If the Consultancy Company elects to modify or replace an item pursuant to Clause 14.3.2 or to procure a licence in accordance with Clause 14.3.1, but this has not avoided or resolved the IPR Claim, then NB may terminate this Agreement by written notice with immediate effect.

15. CONFIDENTIALITY AND PUBLICITY

15.1 The Recipient Party shall and, where the Recipient Party is the Consultancy Company shall ensure that each member of the Personnel shall:

15.1.1 keep all Confidential Information secret;

15.1.2 not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with this Clause 15; and

15.1.3 only use or make copies of Confidential Information in connection with and to the extent necessary for the purposes of this Agreement.

15.2 The Recipient Party may disclose Confidential Information to any Authorised Persons on a "need-to-know" basis solely in relation to this Agreement, provided that the Recipient Party ensures that such Confidential Information is kept confidential by the applicable Authorised Persons.

15.3 The Recipient Party may disclose any Confidential Information to any regulator, law enforcement agency or other third party if it is required to do so by law, regulation, or similar authority. In those circumstances (provided that it is practical and lawful to do so):

15.3.1 the Recipient Party must notify the Disclosing Party in writing as soon as practicable before the disclosure;

15.3.2 the parties must use all reasonable endeavours to consult with each other with a view to agreeing the timing, manner and extent of the disclosure; and

- 15.3.3 the Recipient Party required to disclose must in any event use all reasonable endeavours to obtain written confidentiality undertakings in its favour from the third party.
- 15.4 If the Recipient Party is unable to inform the Disclosing Party before Confidential Information is disclosed, it must (provided that it is lawful to do so) fully inform the Disclosing Party immediately afterwards in writing of the circumstances of the disclosure and the Confidential Information which has been disclosed.
- 15.5 The parties agree that damages alone would not be an adequate remedy in the event of breach by the other party of the provisions of this Clause 15. Accordingly, either party may, without proof of special damages, seek an injunction or other interim remedy for any threatened or actual breach of this Clause 15.
- 15.6 The Consultancy Company must not, and must procure that the Personnel and any sub-contractors do not:
- 15.6.1 issue any press release or other public document, or make any public statement, with respect to the subject matter of this Agreement;
- 15.6.2 otherwise disclose to any third party that NB is a client of the Consultancy Company or that the Consultancy Company is providing products or services to NB; or
- 15.6.3 use any trade name, brand and/or trade mark or anything else which identifies NB,
- in each case without NB's prior written approval.
- 15.7 Upon termination or expiration of this Agreement, the Consultancy Company shall return, or destroy, and/or permanently delete (at NB's option) from any server, electronic device or other equipment which does not belong to NB, all Confidential Information which may have been prepared by any member of the Personnel, or come into the Consultancy Company or any member of the Personnel's possession solely by virtue of the Consultancy Company's or that member of the Personnel's provision of Services under this Agreement and no copies (including electronic copies) shall be retained (except as may be required by law), without first obtaining NB's written consent.

16. LIMITATION ON LIABILITY

Unlimited Liability

- 16.1 Nothing in this Agreement will operate so as to exclude or limit the liability of either party to the other for fraud, wilful misconduct or deliberate breach of contract, death or personal injury arising out of its negligence or any other liability that cannot be excluded or limited by law.
- 16.2 The Consultancy Company's liability under any indemnity given by the Consultancy Company under this Agreement is unlimited (and accordingly, none of the limitations or exclusions set out in this Clause 16 will apply in relation to such liability).

Consultancy Company Liability

- 16.3 Subject to Clauses 16.1, 16.2 and 16.4, the overall aggregate liability of the Consultancy Company under or in connection with a claim arising under or in relation to this Agreement (whether for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise) shall be limited to the total Fees (including VAT) paid or

payable under this Agreement (including all Statements of Work) during the twelve (12) month period immediately preceding the date of the event that is the basis for that claim .

- 16.4 Neither party shall be liable for any loss of profit, cost of capital, financing expenses, loss of interest, revenue or anticipated savings, loss of information or data, loss based on third party contracts or for any indirect or consequential damages or losses.
- 16.5 In the event of a breach of this Agreement by the Consultancy Company, NB may give the Consultancy Company the opportunity to rectify the breach within such reasonable time as NB may specify.

NB liability

- 17. SUBJECT TO CLAUSES 16.1, 16.2 AND 16.4, THE TOTAL AGGREGATE LIABILITY OF NB IN RESPECT OF ANY LOSSES INCURRED BY THE CONSULTANCY COMPANY UNDER OR IN RELATION TO THIS AGREEMENT , INCLUDING LIABILITY FOR BREACH OF CONTRACT, MISREPRESENTATION (WHETHER TORTIOUS OR STATUTORY), TORT (INCLUDING NEGLIGENCE) AND BREACH OF STATUTORY DUTY, BUT EXCLUDING NB'S OBLIGATION TO PAY THE FEES UNDER CLAUSE 11, SHALL BE LIMITED TO THE TOTAL FEES (INCLUDING VAT) PAID OR PAYABLE UNDER THIS AGREEMENT (INCLUDING ALL STATEMENTS OF WORK) DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THAT CLAIM .INSURANCE
- 18. THE CONSULTANCY COMPANY MUST PUT IN PLACE AND MAINTAIN FOR THE DURATION OF THE TERM, AND FOR A PERIOD OF 2 YEARS AFTERWARDS, APPROPRIATE INSURANCE POLICIES WITH A REPUTABLE INSURANCE COMPANY IN RESPECT OF THE PERFORMANCE BY THE CONSULTANCY COMPANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. TERMINATION
- 18.1 NB may terminate this Agreement by giving one (1) months' written notice to the Consultancy Company. NB may, at its sole discretion, elect to pay the Consultancy Company in lieu of notice when terminating this Agreement.
- 18.2 NB may terminate any Statement of Work at any time without cause upon thirty (30) days' prior written notice to the Consultancy Company unless the contrary is set forth in any Statement of Work. NB may, at its sole discretion, elect to pay the Consultancy Company in lieu of notice when terminating a Statement of Work.
- 18.3 NB may terminate the Agreement or any one or more Statements of Work with immediate effect in the following circumstances:
 - 18.3.1 if an Insolvency Event occurs in relation to the Consultancy Company;
 - 18.3.2 if the Consultancy Company commits a material breach of this Agreement or any Statement of Work and such breach is irremediable or, where such breach is remediable, the Consultancy Company fails to remedy the breach within 30 days of receipt of NB's written notice to do so;
 - 18.3.3 if any member of the Personnel is guilty of any gross misconduct affecting NB's business or acts in any manner which in NB's opinion brings, or is likely to bring NB into disrepute or is materially adverse to NB's interests; or
 - 18.3.4 if any of the Personnel is in NB's reasonable opinion negligent and incompetent in the performance of the Services, or commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or any Statement of Work;

- 18.3.5 if any of the Personnel commits any material breach of NB's policies and procedures, including any breach whatsoever of NB's Conduct of Business Code.
- 18.4 The Consultancy Company may terminate this Agreement:
- 18.4.1 with immediate effect if an Insolvency Event occurs in relation to NB;
- 18.4.2 if NB commits a material breach of this Agreement and such breach is irremediable or, where such breach is remediable, NB fails to remedy the breach within 30 days of receipt of the Consultancy Company's written notice to do so;
- 18.4.3 NB fails to pay any undisputed Fees due to the Consultancy Company under this Agreement and such failure continues for 60 days from receipt by NB of notice of non-payment from the Consultancy Company.
- 18.5 Upon expiry or termination of the Agreement for any reason, the Personnel shall cease to be assigned to the provision of the Services to NB by the Consultancy Company and NB will be entitled to a pro-rata refund of any Fees paid in advance in relation to the terminated aspects of the Services (such refund to reflect the period between the date of expiry or termination and the end of the period to which such advance payment relates. For the avoidance of doubt, Fees are only payable in respect of Services provided under a Statement of Work and in accordance with the terms set out therein. No fee shall be payable for any period during the term of this Agreement during which no Services are provided (including such periods during which there is no Statement of Work in force).
- 18.6 Each party's further rights and obligations under this Agreement will cease immediately upon expiry or termination of this Agreement, provided that the expiry or termination will not affect:
- 18.6.1 the accrued rights and obligations of the parties as at the date of expiry or termination; or
- 18.6.2 the continued operation of Clauses 11, 13, 14, 15, 16, 17, 18.5, 18.6, 20, 26, 28, 29, 31, 32 and 33 and any other provisions of this Agreement which are necessary for the interpretation or enforcement of this Agreement.

19. DATA PROTECTION

- 19.1 The parties will comply with the provisions of Appendix 7 of this Agreement.

20. RECORD KEEPING AND AUDIT

- 20.1 The Consultancy Company shall maintain appropriate financial and operational records and other documentation relating to this Agreement and the provision of Services for the duration of the Agreement and for a period of 2 (two) years thereafter (or other such longer period required by Applicable Law).
- 20.2 The Consultancy Company hereby grants to NB, its auditors and/or authorised agents and any Regulatory Body (together, the "**NB Auditors**"), such rights of access to the premises, resources and personnel used by the Consultancy Company or any of its sub-contractors in connection with the provision of the Services as are necessary for the purpose of performing an audit for the purposes set out in Clause 20.3. Except where NB has reasonable grounds for believing a breach of this Agreement or any fraudulent activity has occurred or a Regulatory Body requires or requests an

audit to be undertaken, NB shall undertake no more than 1 (one) audit per year during the Term of this Agreement and for a period of 2 (two) years thereafter.

20.3 The purposes for which any audit under Clause 20.2 may be carried out shall include:

20.3.1 verification that the Services are being provided in accordance with the terms of this Agreement;

20.3.2 verification that the Consultancy Company is processing personal data in accordance with its applicable obligations under the applicable Data Protection Legislation;

20.3.3 verification of the accuracy of the Fees and any other amounts agreed as payable by NB to the Consultancy Company under this Agreement;

20.3.4 verification of compliance by the Consultancy Company (and its sub-contractors) with its obligations under this Agreement;

20.3.5 to comply with any regulatory requirements or Applicable Law or with any request of a Regulatory Body;

20.3.6 the conduct of internal and statutory audits of NB (including preparing annual and interim reports and any other reports reasonably required by any internal auditor or external auditor); and

20.3.7 identification of suspected fraud, regulatory breach, material accounting mistakes or suspected criminal activity by the Consultancy Company or any of the Consultancy Company Personnel.

21. CHANGES TO THE AGREEMENT AND STATEMENT OF WORK

21.1 No changes to this Agreement, including any Statement of Work, shall be effective unless made in writing and signed by a duly authorised representatives of each party.

22. STATUS

22.1 Nothing in this Agreement, nor any actions taken by the parties pursuant to this Agreement, shall create a partnership, joint venture or the relationship between NB and any of the Personnel, of employer and employee or worker or of principal and agent.

23. FORCE MAJEURE

23.1 Neither party to this Agreement will be liable to the other for any failure to perform any of its obligations if such performance is directly prevented, hindered or delayed by a Force Majeure Event.

23.2 If a Force Majeure Event prevents the Consultancy Company from complying with any of its obligations under this Agreement for more than 30 consecutive days, NB may immediately terminate this Agreement by giving written notice to the Consultancy Company.

24. ANTI-BRIBERY AND MODERN SLAVERY ACT

24.1 The Consultancy Company must comply (and ensure that the Personnel and any sub-contractors comply) with, and perform all its obligations under this Agreement in accordance with,

the UK Bribery Act 2010 and any other Applicable Laws relating to bribery, corruption or any related matter (together, the "Anti-Bribery Laws"). The Consultancy Company must maintain in place, during the Term, policies and procedures to ensure compliance with the Anti-Bribery Laws. The Consultancy Company must ensure that all persons associated with it or performing services or providing goods in connection with this Agreement comply with the provisions of this Clause 24.1.

24.2 In performing its obligations under this Agreement, the Consultancy Company shall and, where applicable, shall procure that the Personnel shall:

24.2.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;

24.2.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

24.2.3 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Clause 24.2;

24.2.4 notify NB as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement;

24.2.5 maintain a complete set of records to trace the supply chain of all Services and Deliverables provided to NB in connection with this agreement; and

24.2.6 permit NB and its third party representatives to inspect the Consultancy Company's premises, records, and to meet the Consultancy Company's personnel to audit the Consultancy Company's compliance with its obligations under this Clause 24.2.

24.3 The Consultancy Company represents and warrants that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

24.4 NB may terminate this Agreement with immediate effect by giving written notice to the Consultancy Company if the Consultancy Company commits a breach of this Clause 24.

25. NBIM CONDUCT OF BUSINESS CODE FOR PROVIDERS

25.1 NBIM Conduct of Business Code for Providers (as amended from time to time) ("**Code**") is attached to this Agreement at Appendix 4.

25.2 The Consultancy Company shall, and shall procure that each member of the Personnel shall, adhere to the Code and the Consultancy Company shall put in place robust internal procedures (including awareness training of personnel) and controls to ensure that the Code is adhered to by the Personnel and any sub-contractors.

25.3 It is a fundamental term of this Agreement that the Consultancy Company and all the Personnel and sub-contractors comply with the Code, as adjusted. Any failure to do so may entitle NB to terminate this Agreement summarily without notice, or any obligation to make further payments to the Consultancy Company.

- 25.4 It is a condition of this Agreement that each member of the Personnel shall sign and return the "Provider Personnel – Conduct and Compliance Declaration Pack" seven (7) days prior to the commencement of that member of the Personnel's involvement in the provision of the Services.

26. SUBCONTRACTORS

- 26.1 Neither the Consultancy Company nor any member of the Personnel may sub-contract any of its obligations under this Agreement or a Statement of Work without the prior written consent of NB. Where such consent is given by NB, the Consultancy Company shall remain responsible to NB for the performance of the all such obligations by any subcontractor as if performed by the Consultancy Company itself.

27. ASSIGNMENT

- 27.1 NB may at any time assign, novate or otherwise transfer or dispose of any or all of its rights and obligations under this agreement.
- 27.2 The Consultancy Company may not assign, novate or otherwise transfer or dispose of any of its rights or obligations under the Agreement without the written consent of NB, such consent not to be unreasonably withheld.

28. EMPLOYEES

Transfer of employment

- 28.1 NB and the Consultancy Company agree that it is not intended that the expiry or termination of this Agreement, any Statement of Work or the Services (in whole or in part) will give rise to a relevant transfer for the purposes of the Regulations and that the Regulations shall not apply on expiry or termination of this Agreement, any Statement of Work or the Services (in whole or in part).
- 28.2 Neither NB nor any Replacement Supplier shall have any liability for any Personnel or other current or former personnel or any other person whatsoever on expiry or termination of the Services (in whole or in part) and the Consultancy Company shall indemnify NB and any Replacement Supplier against all Employee Liabilities suffered or incurred by NB or a Replacement Supplier as a result of: (a) any claim or demand made or brought against NB or a Replacement Supplier by any person (including any Personnel or other current or former personnel of the Consultancy Company) or any claim submitted on their behalf by a trade union or employee representative or otherwise on the grounds that their employment and/or any liabilities in connection with that employment, its termination or cessation howsoever arising (including for the avoidance of doubt as a result of its termination or non-acceptance into employment by NB or a Replacement Supplier) have or should have transferred to NB or a Replacement Supplier pursuant to the Regulations; and (b) any claim or demand made or brought by or on behalf of any person whomsoever on the grounds that there has been a failure in whole or in part to inform and/or consult under Regulation 13 of the Regulations on the part of the Supplier or NB or a Replacement Supplier in connection with any relevant transfer under the Regulations.

Intermediaries

- 28.3 For the purposes of Clauses 28.4 the following definitions shall apply:

"**Intermediary**" means a person or entity falling within section 61N, subsections (9), (10) or (11) of ITEPA 2003.

"Intermediaries Legislation" means Chapter 10 of Part 2 of ITEPA 2003 as amended from time to time.

"ITEPA 2003" means the Income Tax (Earnings and Pensions) Act 2003 as amended.

"SDS" means a status determination statement by NB confirming whether NB has concluded that the condition in section 61M(1)(d) of ITEPA 2003 is met or not met in the case of a member of Personnel and explains the reasons for that conclusion.

- 28.4 The Consultancy Company shall not (and shall procure that its sub-contractors shall not), without the prior written consent of NB (which shall be given or withheld at the sole discretion of NB), engage (whether directly or via a third party) any Personnel to provide the Services where the services of such Personnel are provided through an Intermediary.

[If, pursuant to Clause 28.4 above, NB provides consent to the engagement of a member of **Compliance with Agency Worker Regulations and Immigration Legislation**

- 28.5 The Consultancy Company shall and shall ensure that any sub-contractor shall comply with its obligations under the Agency Worker Regulations 2010 (AWR). The Consultancy Company shall indemnify and keep indemnified NB against any liability, cost, claim, award or any other expense incurred by NB arising out of a breach or alleged breach by the Consultancy Company or its sub-contractors of the AWR save to the extent that NB is, in accordance with the AWR, liable for the same.
- 28.6 The Consultancy Company agrees that it will introduce only Personnel who have the right to work and, in particular, the Consultancy Company shall comply with the Immigration Asylum and Nationality Act 2006, the Immigration Act 2016 and other relevant UK legislation or equivalent legislation in the relevant jurisdiction as well as any regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers.]

29. NOTICES

- 29.1 Any notice, consent, permission or other communication from either party ("**Sender**") to the other party ("**Recipient**") which is required to be given under or in connection with this Agreement ("**Notice**") must be sent to the officer of the Recipient whose details are set out in Clause 29.3 (as may be amended from time to time in accordance with Clause 29.3).
- 29.2 Notices must be delivered by hand, email or recorded delivery post (or any equivalent postal service), except that the following Notices may not be delivered by email:
- 29.2.1 any notice terminating this Agreement or any Statement of Work;
- 29.2.2 any Notice of Dispute; and
- 29.2.3 any notice under Clause 23 (Force Majeure).
- 29.3 The details of the parties for the purpose of Notices are as follows:

NB

For attention of [#]

Address [#]

Email [#]

Consultancy Company

For attention of [#]

Address [#]

Email [#]

Each party may alter the above details which relate to itself and must promptly notify the other party of any such change by a Notice in accordance with this Clause 29. The change will take effect 7 days after the day on which the Notice of the change is deemed to be delivered in accordance with Clause 29.5.

29.4 The Sender must:

29.4.1 where the Notice is delivered by hand, keep a delivery receipt;

29.4.2 where the Notice is delivered by email, send the Notice as a pdf attachment and keep a saved sent copy of the email; or

29.4.3 where the Notice is delivered by recorded delivery or any equivalent postal service, keep a postal receipt issued by the relevant postal service.

29.5 For the purposes of this Clause 29.5, "**Notice Day**" means a day other than a Saturday or a Sunday or a public holiday in the place where the Notice is delivered. This Clause 29.5 will apply in the absence of proof of earlier receipt. Subject to Clause 29.6, any Notice will be deemed to have been duly given:

29.5.1 if delivered by hand, at the time and date of delivery shown on the delivery receipt kept by the Sender;

29.5.2 if sent by email, at the time and date of the transmission shown on the saved sent copy kept by the Sender, provided that no error message indicating failure to deliver has been received by the Sender; or

29.5.3 if sent by recorded delivery or any equivalent postal service to a Recipient in the same country as the Sender, two Notice Days from the date of posting as shown on the postal receipt kept by the Sender.

29.6 If any Notice is received (or deemed under Clause 29.5 to have been received) before 9:00am or after 5:00pm on a Notice Day, or on a day that is not a Notice Day, then the Notice will only be deemed to have been duly given at 9:00am on the next Notice Day.

30. ENTIRE AGREEMENT

30.1 This Agreement constitutes the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to that subject matter.

- 30.2 Each party acknowledges that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings, misrepresentations or representations that were made by or on behalf of the other party in relation to the subject matter of this Agreement at any time before its signature (together, "**Pre-Contractual Statements**"), other than those that are set out expressly in this Agreement.
- 30.3 Each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements but for Clause 30.2.

31. MISCELLANEOUS

- 31.1 NB may at any time, without notice to the Consultancy Company, set off any liability of the Consultancy Company to NB under or in relation to this Agreement against any liability of NB to the Consultancy Company under or in relation to this Agreement (in either case, however arising and whether any such liability is present or future, liquidated or unliquidated). Any exercise by NB of its rights under this Clause 31.1 will be without prejudice to any other rights or remedies available to NB under this Agreement or otherwise.
- 31.2 If any provision, or part of a provision, of this Agreement is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision will be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of the provisions of this Agreement will not be affected, unless otherwise required by operation of Applicable Laws. The parties must use all reasonable endeavours to agree within a reasonable time any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question.
- 31.3 No variation of this Agreement will be effective unless made in writing and signed by or on behalf of each of the parties or by their duly authorised representatives.
- 31.4 The rights, powers and remedies provided in this Agreement are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by Applicable Laws or otherwise.
- 31.5 The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law will not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement, this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
- 31.6 Subject to Clause 31.7, a person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.
- 31.7 Notwithstanding any provision to the contrary in this Agreement, for the purposes of Clause 28.2 and in accordance with the Contracts (Rights of Third Parties) Act 1999 any Replacement Supplier shall be entitled to enforce the benefits conferred on it by Clause 28.2. The consent of the Replacement Supplier shall not be required for the variation or termination of Clause 28.2 even if that variation or termination affect or will affect the benefits conferred on the Replacement Supplier.
- 31.8 Each party must (except as expressly provided) bear its own costs and expenses in connection with the preparation and execution of this Agreement.

31.9 This Agreement may be entered into by the parties in any number of counterparts. Each counterpart will, when executed and delivered, be regarded as an original, and all the counterparts will together constitute one and the same instrument. This Agreement (and each Statement of Work) will not take effect until it has been executed by both parties.

32. DISPUTE RESOLUTION

32.1 If a dispute under this Agreement arises:

32.1.1 the party claiming that a dispute has arisen must give notice to the other party indicating the nature of the dispute ("**Notice of Dispute**");

32.1.2 within [10] days of receipt of the Notice of Dispute, the NB Representative and the [Account Manager] must meet and attempt to resolve the dispute within [30] days of receipt of the Notice of Dispute;

32.1.3 if the parties fail to resolve the dispute in accordance with Clause 32.1.2, the [insert position] of the Consultancy Company and the [insert position] of NB must meet and attempt to resolve the dispute within [60] days of receipt of the Notice of Dispute; and

32.1.4 if the parties fail to resolve the dispute in accordance with Clause 32.1.3, the provisions of Clause 32 (Governing Law and Jurisdiction) will apply.

32.2 Communications between the parties during the process set out in Clause 32.1, whether oral or in writing, will not be admissible as evidence in any legal process unless in writing and signed by both parties.

32.3 Nothing in this Clause 32 prevents either party from issuing proceedings where the only relief sought is injunctive or declaratory relief.

33. GOVERNING LAW AND JURISDUCITION

33.1 This Agreement, and all non-contractual rights and obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

33.2 The parties agree to submit any dispute arising out of or in connection with this Agreement (including any dispute or claim relating to non-contractual obligations) to the exclusive jurisdiction of the courts of England and Wales.

Signed by the parties

Consultancy Company

Signature

Print name

Title

Date

Norges Bank

Signature

Print name

Title

Date

APPENDIX 1 – DEFINITIONS AND INTERPRETATION

Part A - Definitions

| | |
|---|---|
| Agreement | means this master services agreement together with the Appendices (including any annexes) to it and any SOW entered into under it; |
| Applicable Laws | means any law, statute, subordinate legislation, bye law, enforceable right within the meaning of section 2 of European Communities Act 1972, regulation, order, mandatory guidance or code of practice or directives or requirements of any regulator which, in each case, may from time to time be applicable to the provision of the Services, the Deliverables or the performance of any of the Consultancy Company's other obligations under this Agreement; |
| Authorised Persons | means the directors, employees, officers, professional advisers, agents and contractors of the Recipient Party with a need to know any Confidential Information of the Disclosing Party; |
| Background Intellectual Property | means Intellectual Property owned or controlled by a party which is developed prior to or independently of this Agreement; |
| Business Day | means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business; |
| Commencement Date | shall have the meaning set out in Clause 3.1; |
| Claim | means any claim, action, demand, proceeding or investigation of any nature or kind; |
| Code | shall have the meaning set out in clause 25.1; |
| Confidential Information | <p>means all information in any medium or format (including written, oral, visual or electronic, and whether or not marked or described as "confidential"), together with all copies, which relates to a party (the "Disclosing Party") or to its employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the Disclosing Party to the other party (the "Receiving Party") in the course of their dealings relating to this Agreement, whether before or after the date of this Agreement. However, the following information is not "Confidential Information" for the purposes of this Agreement:</p> <p>(a) information which is in the public domain other than as a result of breach of this Agreement or any separate confidentiality undertaking between the parties;</p> <p>(b) information which the Recipient Party received, free of any obligation of confidence, from a third party which itself was not under any obligation of confidence in relation to that information; and</p> <p>(c) information which was developed or created independently by or on behalf of the Recipient Party or, where NB is the Recipient Party.</p> |

| | |
|------------------------------------|---|
| Data Protection Legislation | means the GDPR, Directive 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation), and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities; |
| Deliverables | means written reports and other materials embodying data, results and other information (if any) that the Personnel may be responsible for producing in the course of providing the Services as described in a Statement of Work; |
| Employee Liabilities | means all claims (including but not limited to claims for redundancy payments, unlawful deduction of wages, breach of contract, unfair, wrongful or constructive dismissal compensation, compensation for sex, race or disability discrimination or discrimination on the grounds of religion, belief, age, gender reassignment, marital or civil partnership status, pregnancy, maternity or sexual orientation or claims for equal pay, compensation for less favourable treatment of part-time workers or fixed-term employees, claims for failure to inform and consult pursuant to the Regulations or the Trade Union and Labour Relations (Consolidation) Act 1992 and any claims whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation), and any expenses and legal costs on an indemnity basis; |
| Fees | means the fees payable under this Agreement in respect of the provision of the Services, as set out in the relevant Statement of Work; |
| Force Majeure Event | means any event due to any cause beyond the reasonable control of the affected party or of another person for whose negligence, wilful default or fraud that party is responsible for, such as sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government; |
| Framework Services | means the services falling within the scope of [OJEU Notice / Norwegian procurement law equivalent] which the Consulting Company shall make available to NB under this Agreement; |
| Framework Suppliers | means the suppliers (including the Consultancy Company) appointed under this Framework Agreement or agreements on the same or similar terms to this Framework Agreement as part of the Framework established by [OJEU Notice/ equivalent]; |

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| Framework Term | means the period commencing on the Commencement Date for an initial period of 4 years |
| GDPR | Means Regulation (EU) 2016/679 and " controller ", " processor ", " data subject ", " personal data ", " processing " and " appropriate technical and organisational measures " shall be interpreted in accordance with the GDPR; |
| Good Industry Practice | means at any time the exercise of that degree of skill, care, diligence and efficiency which would be reasonably expected at such time of a leading and expert supplier of services similar to the Services; |
| Improvement | means any improvement, advancement, modification, adaptation or the like arising from a party's use of Background Intellectual Property; |
| Insolvency Event | <p>means, in respect of each party:</p> <p>(a) that party becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent;</p> <p>(b) a petition is presented, an order made, or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of that party;</p> <p>(c) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to that party and/or over all or any part of the assets of that party;</p> <p>(d) that party enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or</p> <p>(e) any event occurs or proceeding is taken in any jurisdiction which has an equivalent or similar effect to any of the events mentioned in (a) – (d) above;</p> |
| Intellectual Property Rights | means (i) patents, inventions, designs, copyright and related rights, database rights, trade marks, service marks and trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect which currently exist anywhere in the world; |
| IPR Claim | <p>means any Claim by a third party that:</p> <p>(a) the supply, or use by NB of the Deliverables or any other work which the Consultancy Company or any of the Personnel produces or prepares (in whatever form) during the provision of the Services;</p> <p>(b) the assignment or grant of any licence of any Intellectual Property Rights under this Agreement; and/or</p> |

| | |
|-----------------------------------|--|
| | (c) the provision, or the receipt of the benefit of any of the Services, infringes the Intellectual Property Rights of any person; |
| Loss | means loss, damage, fines, liability, charge, expense, outgoing or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kind; |
| Mini-Tender | means a competition to be run by NB in accordance with the procedure set out in Clause 8 for the procurement of any Required Services; |
| NB Auditors | shall have the meaning given in clause 20.2; |
| Notice | shall have the meaning given in clause 29.1; |
| Notice Day | shall have the meaning given in clause 29.5; |
| Notice of Dispute | shall have the meaning given in Clause 32.1.1; |
| Personnel | means the individuals named in a Statement of Work and/or supplied by the Consultancy Company in order to provide the Services under a Statement of Work, and a reference to “any Personnel” or “any member of the Personnel” shall be a reference to any of those individuals; |
| Pre-Contractual Statements | shall have the meaning given in clause 30.2; |
| Recipient | shall have the meaning given in clause 29.1; |
| Regulations | means the Transfer of Undertakings (Protection of Employment) Regulation 2006; |
| Regulatory Body | any person or professional body or law enforcement agency anywhere in the world having regulatory, supervisory or governmental authority (whether under a statutory scheme or otherwise) to regulate, investigate or influence all or any part of the Services or all or any part of the businesses, assets, resources, operations or employees of NB; |
| Replacement Supplier | means a supplier engaged by NB to provide services in replacement for the Services (in whole or in part); |
| Required Services | shall have the meaning given in Clause 8.1; |
| Security Breach | means any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to the personal data that the Consultancy Company processes in the course of providing the Services; |
| Sender | shall have the meaning given in clause 29.1; |
| Services | means the services set out in any Statement of Work, together with any services, functions or responsibilities not specifically described in this Agreement or the relevant Statement of Work but which are incidental to and required for the proper performance and provision of the services described in the relevant Statement of Work; |

| | |
|----------------------------------|--|
| Statement of Requirements | means a statement following the format set out in Appendix 2 (Mini-Tender Statement of Requirements Template) setting out NB's requirements for the particular Required Services it wishes to procure via a Mini-Tender; |
| Statement of Work | shall have the meaning given in Clause 8.9; and |
| Term | shall have the meaning given in Clause 3.1. |

Part B – Interpretation

In this Agreement and each SOW:

1. **"company"** means any body corporate and **"subsidiary"** or **"holding company"** shall be construed in accordance with section 1159 of the Companies Act 2006.
2. The clause and Appendix headings and the summary of the structure of this Agreement set out in Clause 2 are for convenience only and shall not affect the interpretation of this Agreement.
3. References to **"clauses"** are to clauses in the main body of this Agreement, references to **"Appendix"** are to appendices of this Agreement and references to **"paragraphs"** are to paragraphs of the Appendices.
4. References to the singular include the plural and vice versa, and references to one gender include the other gender.
5. Any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.
6. Any phrase introduced by the expressions **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
7. Any reference to a statute, statutory provision or subordinate legislation (**"legislation"**) (except where the context otherwise requires) (i) shall be deemed to include any bye laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation and (ii) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.
8. In the case of any inconsistency between any provision of the Appendices to this Agreement and any term of this Agreement, the latter shall prevail.
9. References to a Regulatory Body shall be deemed to include a reference to any successor to such Regulatory Body or any organisation or entity which has taken over either or both the functions and responsibilities of Regulatory Body. References to other persons shall include their successors and assignees.
10. Any reference to an English legal expression for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal expression.

APPENDIX 2

MINI-TENDER STATEMENT OF REQUIREMENTS TEMPLATE

MINI-TENDER FOR [INSERT SERVICES] SERVICES – [INSERT NAME OF MINI-TENDER]

In accordance with Clause 8.1 of the Agreement between NB and the Consultancy Company, we communicate our need for Services through invitation to participate in Mini-Tenders.

The same invitation will be sent to all the counterparties with whom we have engaged through parallel Agreements.

Capitalized words and expressions in this Mini-Tender shall have the same meaning attributed to them in the Agreement.

DESCRIPTION OF THE SERVICES

KEY RESPONSIBILITIES AND TASKS

MAIN QUALIFICATIONS AND SKILLS REQUIRED

LOCATION

INDICATED START DATE

ESTIMATED DURATION OF THE ASSIGNMENT

REQUIRED MINI-TENDER RESPONSE INFORMATION

AWARD CRITERIA AND WEIGHTING

FORMAT FOR SUBMISSION OF MINI-TENDER RESPONSE

DEADLINE FOR SUBMITTING MINI-TENDER RESPONSES

INTERVIEW DATE (IF REQUIRED)

VALIDITY OF OFFER

ADMINISTRATIVE INFORMATION

APPENDIX 3

STATEMENT OF WORK TEMPLATE

STATEMENT OF WORK

[Insert provider] incorporated and registered in [insert country] with Company Number [Insert] whose registered office is at [Insert address] (the “**Consultancy Company**”)

and

Norges Bank of Bankplassen 2, P.O. Box 1179 Sentrum, NO-0107 Oslo, Norway (“**NB**”) have entered into a framework agreement dated [insert date] (the “**Agreement**”) regarding the purchase of Services.

This Statement of Work is dated [**INSERT DATE**].

Capitalized words and expressions in this Statement of Work shall have the same meaning attributed to them in the Agreement. The terms of the Agreement shall apply to all Services provided under this Statement of Work.

1. DESCRIPTION OF THE SERVICES

[●]

2. START DATE, ESTIMATED DURATION OF THE SERVICES AND OPTION FOR NB TO EXTEND

[●]

3. LOCATION FOR PROVISION OF THE SERVICES

The Consultancy Company shall make the Consultant available to provide the Services at [●].

4. NAMES OF ASSIGNED PERSONNEL

[●]

5. FEES

[●]

6. EXPENSES AND BILLING

[●]

7. WORKING HOURS

[●]

8. REPORTING DETAILS AND CONTACT AT NB

[●]

9. NB'S RESPONSIBILITIES

NB's responsibilities are set out in the Agreement.

10. TERMINATION

This Statement of Works may be terminated by the parties in accordance with Clause 18 (Termination) of the Agreement.

This Statement of Work may be executed in counterparts.

Signed by the parties

Consultancy Company

Norges Bank

Conduct of Business Code for Providers of goods and services

Providers who have access to Norges Bank Investment Management's systems, premises or certain investment related information

Issued 12 October 2016, revised 12 August 2020.

1 Background

Norges Bank is the Central Bank of Norway, established in 1816.

Norges Bank Investment Management (NBIM) is part of Norges Bank, and manages the Government Pension Fund Global.

Being entrusted with considerable authority and confidence, it is important to safeguard the reputation of Norges Bank and NBIM. NBIM takes its responsibility seriously and is committed to conducting business with a high level of ethical standards and in compliance with applicable laws and regulations. Providers of goods and services, who have access to systems, premises or certain investment-related information ("Providers"), are expected to hold the same high standards.

2 Scope

This Code sets out the requirements towards Providers who have access to NBIM's systems, premises or certain investment related information.

This Code, as updated from time to time, is an integral part of the contract with the Provider.

Where differences exist between applicable laws and regulations, the contract with NBIM and this Code, the strictest requirements shall apply, if not otherwise agreed in the contract.

3 Overarching requirements

Providers shall in their performance of the contract:

- a) Comply with applicable laws and regulations.
- b) Comply with the obligations set out in this Code.
- c) Ensure that the Provider's employees comply with all obligations set out in this Code.
- d) Safeguard Norges Bank's reputation through a high level of ethical awareness and integrity.
- e) Ensure that this Code or similar duties as set out in this Code are reflected in contracts with their own suppliers who are directly involved on NBIM accounts, ("Sub-Contractors").
- f) Have appropriate policies and procedures (including awareness training) and internal controls to address compliance with this Code.



- g) Self-monitor (including monitoring of Sub-Contractors') compliance with the Code.

4. Requirements on human rights, labour standards, prohibited business practices and environment

4.1 Human rights, labour standards and discrimination

Providers shall in their performance of the contract:

- a) Respect human rights.
- b) Comply with internationally recognised conventions, such as the United Nation and International Labour Organization conventions on human rights and labour rights.
- c) Take reasonable and appropriate actions to ensure that their personnel who act on behalf of, or are contracted to work for NBIM, treat their colleagues and other NBIM personnel with respect, and avoid any form of discrimination, harassment or bullying.

4.2 Environmental

NBIM seeks to conduct its business in a manner where appropriate attention is paid to environmental issues. Providers are expected to promote environmental business practices in a manner that is appropriate to their business in relation with their work.

4.3 Bribery, corruption, fraud, money laundering and other prohibited business practices

NBIM does not tolerate any form of bribery, corruption, fraud and any other prohibited business practice.

Providers shall not in their performance of the contract:

- a) Offer or give an undue advantage, favour or improper payment to any public official or other third party, neither directly nor through an intermediary.
- b) Offer NBIM representatives or their close associates, any bribe, entertainment or gift in order to influence how they perform their professional duties.
- c) Demand or accept bribes or other improper payment in order to act or refrain from doing what is part of the Provider's normal duties.
- d) Be involved in an arrangement or transaction that relates to fraud or other prohibited practices.
- e) Receive, or be involved in any arrangement or transaction that relates to assets that may be the proceeds of crime (money laundering) or financing of terrorism.

Providers shall take appropriate actions to identify and assess the integrity of the Provider's business relationships

5 Other conduct requirements

5.1 Confidentiality and media contact

Anyone who works or performs a service for NBIM has, pursuant to the Norges Bank Act section 12, a duty to prevent others from gaining access to, or knowledge of, any matter that they may become aware of in the performance of their duties or service regarding the business affairs of NBIM or of other parties, or of the private circumstances of any person.

The duty of confidentiality remains in force after the completion of the assignment or service contract, and violation is subject to a penalty.



The Provider shall not announce the existence of the contract with NBIM, its subject matter or refer to or use the name of NBIM or Norges Bank in any marketing or other promotional communication, whether to the public or to a person, unless approved by NBIM.

All questions the Provider receives from the media or other external parties regarding NBIM and its business must be directed to the Communications and External Relations group.

Email: press@nbim.no

5.2 Conflicts of interest

Providers shall refrain from actions that are liable to generate, or may be perceived to generate, a direct or indirect conflict of interest between their own interests (including those of their employees) and the interests they are to safeguard when performing under the contract.

Providers shall notify any potential conflicts of interest.

5.3 Gifts

Provider and its employees shall not offer, directly or indirectly, to NBIM employees or anyone closely related to them gifts except for promotional items of minimal value bearing a company logo customarily offered as part of business meetings and materials received as part of a seminar or educational event.

5.4 Inside information

Providers or their employees who in their work for NBIM receive knowledge of inside information or other sensitive information shall not misuse such information, disclose it to others, or trade or recommend others to trade on it. The unauthorised use of such information could result in violation of insider trading laws.

Inside information, also known as material, non-public information in some jurisdictions, generally means information

that is not known to the public, but if it were, would likely affect the market price of a company's securities or financial instruments or be considered important to a reasonable investor in making an investment decision.

5.5 Security

Norges Bank Investment Management supports an information security programme and practice that meets recognized industry standards for information protection and IT security, and expects its Providers to do the same.

Providers are expected to manage information and IT security risks, implement reasonable and appropriate security measures, and be able to demonstrate security controls are in place to ensure client information is protected from unauthorized disclosure, access, use or modification, and that security incidents are detected and responded to appropriately.

In addition, Providers shall follow any security requirements specified in contractual agreements with Norges Bank Investment Management.

All questions or security concerns affecting Norges Bank Investment Management shall be directed to the Security group.

Email: security@nbim.no

5.6 Personal trading

The personal trading rules of NBIM will apply to Provider's personnel who will be working from NBIM's premises for a specified length of time or through their work with NBIM, have knowledge of, or are engaged in the management of financial instruments where the assignment is not of a sporadic nature.

The NBIM Compliance department determines applicability of the personal trading rules to Provider's personnel,



The Provider shall not announce the existence of the contract with NBIM, its subject matter or refer to or use the name of NBIM or Norges Bank in any marketing or other promotional communication, whether to the public or to a person, unless approved by NBIM.

All questions the Provider receives from the media or other external parties regarding NBIM and its business must be directed to the Communications and External Relations group.

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Providers are expected to manage information and IT security risks, implement reasonable and appropriate security measures, and be able to demonstrate security controls are in place to ensure client information is protected from unauthorized disclosure, access, use or modification, and that security incidents are detected and responded to appropriately.

In addition, Providers shall follow any security requirements specified in contractual agreements with Norges Bank Investment Management.

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5.6 Personal trading

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The NBIM Compliance department determines applicability of the personal trading rules to Provider's personnel,

APPENDIX 5 NB BUSINESS TRAVEL GUIDELINE FOR PERSONNEL

The scope of this guideline is to ensure that Personnel are following the same principles as NB employees with regards to travel and overtime food.

*This document is an extract from the NB expense management guideline and the NB Guideline for Personnel and **shall remain confidential**.*

NB's service providers shall ensure that travels performed during assignments for NB comply with this guideline and NB will only accept invoices that can document compliance with this guideline.

The standard rate per hour that is agreed in the SoW (Statement of Work) between NB and the consultancy firm, should cover the consultancy companies' expenses relating to the Consultant with the exception of the cost relating to travel and overtime food.

Expense Principles

- *Flight and hotel expenses related to the assignment should be ordered through NB approved travel agents and paid directly by NB.*
- *Daily expenses or daily allowances should maximum constitute government rates and should be reclaimed through the consultancy company as part of the invoice. NB does not cover compensatory allowance.*
- *Personnel may not charge NB for time spent during travel unless specifically agreed in the SoW*
- *Personnel may not charge NB for fees or time spent on visa processing or passport expenses*

BUSINESS TRAVEL GUIDELINES:

When travelling on behalf of NB a modest profile should be kept at all times.

Business travel (incl. transport, diet and accommodation) should be made in the fastest and least expensive reasonable way, taking into account all costs including loss of ordinary work time. This should however NOT in any way compromise the individual's safety nor jeopardize the business task to be carried out.

1. COMMERCIAL AIR TRAVEL

1.1 As a general rule personnel should fly Economy class flights.

1.2 Personnel may fly Business Class for:

- (a) Intercontinental flights
- (b) Flights between Shanghai and Singapore
- (c) Necessary overnight flights
- (d) Flights where the estimated single flight time is at least 6 hours (on the shortest/fastest available flight).

- 1.3 Multi-stopover or “Round-the-World” business class fares often make it cheaper to fly business class in all legs of the flights rather than forcing economy for certain legs. In these circumstances, Business-class is approved even for the geographies specified above. The over-riding principle is to secure the cheaper total fare for NB.
- 1.4 Intelligent booking of tickets such as crossing of tickets should be used whenever possible in order to make savings on multiple air travels.
- 1.5 Boarding or Seating cards (containing name, date, time, airport and flight no.) is required travel documentation if the ticket was paid by the Consultant, in addition to the travel agency invoice for the flight.
- 1.6 When travelling on NB business, air miles may be used to upgrade to business class at wish (see Mileage Card/points in section below).
- 1.7 Upgrade to first class is only acceptable when initiated by the airline. Upgrades of air tickets to business class after they have been booked (using flight points) that will not result in an additional expenses to NB are accepted.
- 1.8 Normally, when an employee extends the stay on a long haul trip over a weekend NB will cover the hotel expenses for the weekend nights providing the total expenses for the trip in question is clearly lower than if it had not been extended. This normally entails that the flight in connection with the weekend is booked on Economy Class, and that a moderate hotel is chosen. Pre-approval from the appropriate Department/Group final cost approver is needed. (See also section I.A.16 below: Extending Trips for Private Purposes).

2. MILEAGE CARD/POINTS

- 2.1 Mileage Cards may be used freely on NB business travel for upgrading tickets (personnel may NOT upgrade to first class air tickets) and hotels, access to lounges at airports and priority when changing bookings, checking in etc. This should however always be done in moderation.

3. TRAINS

3.1 Airport Express Trains

- (a) Personnel should at all locations, when available, make use of Airport Express Train services when travelling to/from the airport. - Economy class should be booked wherever possible.
- (b) Travelling with airport express trains, including “Flytoget” to and from Oslo, and the “Heathrow Express” to and from London, do not require any receipts for reimbursement, provided that the ticket is for an economy ticket (not business class).

3.2 Trains

- (a) Personnel may only travel business class on trains if economy class prevents the employee from working while travelling. In some cases there are several standards to choose from.
- (b) The basic principle is to choose a standard not above the sufficient level needed for working while travelling. When travelling with Eurostar, this implies that Standard Premier would be the correct choice, not the business Premier.

- (c) Travelling 1st class on trains must be especially justified and agreed with the department/group authorised approver. In general this should only be considered in Asia or other places where Business Class travel may not be available and economy class prevents the employee from working while travelling.

4. UNDERGROUND, METRO, TRAM & BUS

- 4.1 Personnel are encouraged to travel using local public transport whenever possible within a city. However, time and safety should be considered, and taxis used if needed. Day passes should be purchased if multiple journeys are expected.
- 4.2 Even when the ticket is electronic, documentation in the form of a ticket purchase receipt is generally needed for reimbursement. The exception to this rule is single fare short distance tickets that may be classified as a small cash expense.

5. TAXI

- 5.1 The use of taxis when travelling between business locations is refundable but should be kept at a moderate level. The use of taxis when carrying luggage is recommended and security should also be considered.
- 5.2 The taxi receipt must document the departure and arrival location as well as the date and time. Tipping should be kept very moderate and follow local customs.

6. HOTELS

- 6.1 Maximum rates for our office locations are given in Appendix A under NB Travel allowances.
- 6.2 If the hotel rate exceeds the NB Travel allowance rate, a documented business justification approved by your authorized cost approver must be submitted with the refund claim. This exemption should be very moderately used and will attract extra review.
- 6.3 For extended stays involving multiple Personnel it is often preferred to secure larger and longer term lodgings. This is generally preferred by personnel as well as being more cost effective overall. Where the vendor can show that such lodgings are required and significantly more cost effective than hotel alternatives it is acceptable that the vendor arranges such accommodation in agreement with NB. NB also reserves the right to propose suitable accommodation for such lodgings for use by vendor's staff. In all cases, payment will be made for actual rates for accommodation as opposed to any standard daily rate.

7. MEALS ON BUSINESS TRAVEL

- 7.1 Meals when travelling are in general covered up to the daily allowance specified in Appendix A under NB Travel allowances for NB office locations.
- 7.2 If meals are included in your hotel booking or meals are served and prepaid as part of a conference fee or air ticket

(proper meal; snack/sandwich not applicable) etc., the daily allowance should be reduced:

- (a) 20% breakfast
- (b) 30 % lunch
- (c) 50% dinner

The purchase of spirits at NB's expense is not allowed.

APPENDIX 6 INVOICING REQUIREMENTS

Invoicing to Norges Bank

Norges Bank purchase goods and services from many providers. To ensure that we process invoices efficiently and correctly, we would like to inform about our requirements when invoicing Norges Bank.

Invoice labelling

The invoices sent to Norges Bank must be labelled with the following information in the customer reference field:

- Cost centre where the cost should be charged (numeric reference).
- Contact person that has ordered the goods or service.
- Project code if specified from your contact person.
- One or several activity codes if specified from your contact person.
- Any other details as agreed.

Example 1: Cost centre 2936. Contact person [Insert name]. Activity code S3974.

Example 2: Cost centre 2981. Contact person [Insert name].

General requirements

The contracting party is Norges Bank, but the invoices must be addressed to the relevant division of Norges Bank: Norges Bank (the central bank of Norway) or Norges Bank Investment Management. P.O. Box 1179 Sentrum, 0107 Oslo, Norway.

The invoice must clearly state the product or service billed and which period it applies for. If relevant, include time sheets for work performed. If invoicing relate to several different projects/jobs, we ask for one invoice for each. Invoices should be sent once per month, with payment due 30 days from the invoice date (Net 30). If applicable, VAT or other taxes specified according to rules and regulations.

Invoices must include the following information about the supplier:

Company name and address. Organisation identification number (if this exists).

Bank information:

- IBAN (International bank account no.) including initial country code
- BIC (SWIFT address)
- Name and address of the bank

How to send invoices

Norwegian providers must send invoices and credit notes in Electronic Trade Format (EHF) to Norges Bank, organisation number 937884117. Until the provider is capable of issuing EHF invoices, invoices must be sent by e-mail. Non-Norwegian providers must send invoices by e-mail.

| Division | e-mail |
|-----------------------------------|--|
| Norges Bank | invoice-management@Norges-Bank.no |
| Norges Bank Investment Management | invoice-management@Norges-Bank.no |

We reserve the right to return invoices with missing billing information.

APPENDIX 7

DATA PROTECTION

1. The parties agree the provisions of this Appendix 7 shall apply to the personal data the Consultancy Company or any Personnel processes in the course of providing the Services. The parties agree that NB is the controller and the Consultancy Company is the processor in relation to the personal data that the Consultancy Company processes in the course of providing the Services.
2. The subject-matter of the data processing is the performance of the Services. The obligations and rights of NB are as set out in this agreement.
3. When the Consultancy Company or any Personnel processes personal data in the course of providing the Services the Consultancy Company will and will ensure that the Personnel will:
 - 3.1 process the personal data only in accordance with documented instructions from NB, (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by NB to the Consultancy Company from time to time). If the Consultancy Company is required to process the personal data for any other purpose by European Union or Member State laws to which the Consultancy Company is subject, the Consultancy Company will inform NB of this requirement first, unless such law(s) prohibit this on important grounds of public interest; and
 - 3.2 At all times comply with applicable Data Protection Legislation and notify NB immediately if, in the Consultancy Company's opinion, an instruction for the processing of personal data given by NB infringes applicable Data Protection Legislation.
4. The Consultancy Company shall ensure that personnel required to access the personal data are subject to a binding duty of confidentiality in respect of such personal data and take reasonable steps to ensure the reliability and competence of the Consultancy Company's personnel who have access to the personal data.
5. The Consultancy Company shall ensure that none of the Consultancy Company's Personnel publish, disclose or divulge any of the personal data to any third party unless directed in writing to do so by NB.
6. The Consultancy Company and the Consultancy Company's Personnel shall assist NB, always taking into account the nature of the processing:
 - 6.1 by appropriate technical and organisational measures and in so far as is possible, in fulfilling NB obligations to respond to requests from data subjects exercising their rights;
 - 6.2 in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the information available to the Consultancy Company; and
 - 6.3 by making available to NB all information which NB reasonably requests to allow NB to demonstrate that the obligations set out in Article 28 of the General Data Protection Regulation relating to the appointment of processors have been met.
7. The Consultancy Company shall implement and maintain appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing,

accidental loss, destruction, damage or theft of the personal data and having regard to the nature of the personal data which is to be protected.

8. In the event of a suspected security breach, the Consultancy Company will:
 - 8.1 take action immediately, at the Consultancy Company's own expense, to investigate the suspected Security Breach and to identify, prevent and mitigate the effects of the suspected Security Breach and to remedy the Security Breach;
 - 8.2 notify NB immediately and provide NB with a detailed description of the Security Breach including:
 - (a) the likely impact of the Security Breach;
 - (b) the categories and approximate number of data subjects affected and their country of residence and the categories and approximate number of records affected;
 - (c) and the risk posed by the Security Breach to individuals; and
 - (d) the measures taken or proposed to be taken by the Consultancy Company to address the Security Breach and to mitigate its adverse effects;
 - 8.3 provide timely updates to this information and any other information NB may reasonably request relating to the Security Breach; and
 - 8.4 not release or publish any filing, communication, notice, press release, or report concerning the Security Breach without NB's prior written approval (except where required to do so by law).
9. The Consultancy Company shall and shall ensure that Personnel shall not give access to or transfer any personal data to any third party (including any affiliates, group companies or sub-contractors) without the prior written consent of NB. Where NB does consent to the Consultancy Company engaging a sub-contractor to carry out any part of the Services involving the processing of personal data, the Consultancy Company must include in any contract with the third party provisions in favour of NB which are equivalent to those in this Appendix 7 and as are required by Applicable Data Protection Legislation. For the avoidance of doubt, where a third party fails to fulfil its obligations under any sub-processing agreement or any Applicable Data Protection Legislation, the Consultancy Company will remain fully liable to NB for the fulfilment of the Consultancy Company's obligations under these terms.
10. The Consultancy Company will maintain written records of all categories of personal data processing activities carried out on behalf of NB, including any information prescribed in Applicable Data Protection Legislation.
11. The Consultancy Company will allow NB and its respective auditors or authorised agents to conduct audits or inspections during the term of the agreement and for 12 months thereafter which will include providing access to the records held further to paragraph 9, and the premises, resources, and personnel of Consultancy Company and the Consultancy Company's sub-contractors use in connection with the provision of the Services, and provide all reasonable assistance in order to assist NB in exercising its audit rights under this paragraph. The purposes of an audit pursuant to

this paragraph include verifying that the Consultancy Company and its subcontractors are processing personal data in accordance with the obligations under this Appendix 7.

12. If the European Commission lays down, or an applicable supervisory authority adopts, standard contractual clauses for the matters referred to in article 28(3) and article 28(4) of the General Data Protection Regulation pursuant to article 28(7) or article 28(8) of the General Data Protection Regulation (as appropriate) and NB notifies the Consultancy Company that it wishes to incorporate any element of any such standard contractual clauses into this agreement, the Consultancy Company shall agree to the changes as reasonably required by NB in order to achieve this.
13. The Consultancy Company will not process personal data outside the European Economic Area, or a country in respect of a valid adequacy decision has been issued by the European Commission, except with the prior written consent of NB.
14. In the event that NB gives its consent to the Consultancy Company transferring personal data outside the European Economic Area and a relevant European Commission decision on which NB has relied in authorising the data transfer is held to be invalid, or that any supervisory authority requires transfers of personal data made pursuant to such decision to be suspended, then NB may, at its discretion, require the Consultancy Company to cease processing personal data to which this paragraph applies, or co-operate with it and facilitate use of an alternative transfer mechanism.
15. At the end of the Services, upon NB's request, the Consultancy Company shall securely destroy or return such personal data to NB and delete existing copies unless European Union or Member State laws require storage of such personal data.



Data Processing Agreement

by and between

Norges Bank
Hereinafter "*Controller*"

and

[COMPANY]
Hereinafter "*Processor*"

1 Purpose of the Agreement

The Processor shall provide Controller services under the agreement entered into by and between the Processor as service provider and the Controller as client (hereinafter “the Master Agreement”). Performance of the services under the Master Agreement means that the Processor will process personal data on behalf of the Controller.

This Agreement (hereinafter “the Agreement”) regulates the processing of personal data. The Agreement shall ensure that personal data are processed in accordance with the provisions of:

- Acts and regulations relating to the processing of personal data
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – GDPR)

(Collectively referred to as the “Privacy Regulations”)

In the event of any conflict between the Master Agreement and the Agreement with regard to the processing of personal data, the Agreement shall prevail.

The purpose of the processing, the categories of data subjects and the type of personal data to be processed are described in **Annex 1** to this Agreement.

The Processor’s services are described in the Master Agreement.

2 Guarantee

Through the present Agreement, the Processor guarantees that it will put in place suitable technical and organisational measures to ensure compliance with Privacy Regulation.

3 Duties of the Controller

The Controller is responsible for ensuring that there is a statutory authority for all processing of personal data and for determining the purpose and method for the processing of personal data by the Processor pursuant to the Agreement.

The Controller shall treat personal data in accordance with the privacy regulations in force at the time in question.

4 Duties of the Processor

4.1 Routines and instructions

The Processor shall process personal data only in the manner described in this Agreement. The Processor shall follow the routines and instructions for the processing that the Controller has decided shall apply at the time in question. The Processor may not process personal data in a manner other than what is necessary to provide the services under the Master Agreement, unless otherwise stated in the Controller’s documented instructions.

The Processor shall provide the Controller with reasonable assistance to ensure that the Controller complies with the provisions of the Privacy Regulations. The Processor shall notify the Controller without delay if, in the Processor’s opinion, the Controller’s instructions are at variance with the Privacy Regulations.

A change in the location where personal data are stored requires the prior written approval of the Controller before implementation.

The Processor shall not transfer personal data out of the EU/EEA area without the written approval of the Controller. If such a transfer shall take place, the Processor is obliged to ensure that there is a valid legal ground for the transfer as well as provide documentation establishing that the conditions for using this legal ground are met.

The Processor shall without undue delay reply to queries from the Controller regarding the processing of personal data. The Processor is further obliged to assist the Controller with access to the personal data as necessary. Queries to the Processor from others pertaining to this Agreement, including any requests from data subjects regarding access, rectification, erasure and other rights shall be forwarded to the Controller as expeditiously as possible.

The Processor shall ensure that personal data that are processed for the Controller are kept logically separate from its own and others' data.

The Processor shall have documented internal control routines for its processing of personal data and is obliged to submit this documentation to the Controller.

The Processor is obliged to ensure that all persons with access to personal data are familiar with the Privacy Regulations and the obligations pursuant to this Agreement.

4.2 Access to systems etc and access to data

The Processor shall have an overview of those employees and any contractors that are given access to the information system or to areas containing personal data and equipment on which personal data are stored. Access shall be restricted to employees with a work-related need for the information. All use of the information system shall be logged.

The Processor is obliged to grant the Controller access to its security documentation.

Unless otherwise agreed or pursuant to law, the Controller has the right of access to personal data processed by the Processor and the systems used for this purpose. The Processor is obliged to provide the necessary assistance in this regard. The Processor is obliged to assist the Controller with any access requests and other requests from data subjects associated with the processing of personal data.

A corresponding right of verification and access shall be granted to the Norwegian Data Protection Authority or other relevant supervisory body authorised to demand access to the Controller's activities. The right of verification and access includes the power to conduct on-site inspections. The Processor is also obliged to respond to direct queries and to submit documentation.

4.3 Duty of confidentiality

The Processor and its employees, including consultants and others engaged by the Processor are subject to a duty of confidentiality regarding matters with which they become familiar during the term of the Agreement. This information shall be kept confidential.

The Processor is obliged to ensure that all persons with access to personal data are familiar with the Privacy Regulations and the obligations pursuant to this Agreement, including the duty of confidentiality.

This provision also applies after the termination of the Agreement.

4.4 *Transfer of Personal Data outside the EEA*

The data processor shall not transfer personal data out of the EEA area without the prior written approval of the data controller. Transfer includes access (remote access) from countries outside the EEA. If the transfer is to take place, the data processor is obliged to ensure that there is a valid transfer basis as well as documentation that proves that the conditions for using the transfer basis have been met, including measures to ensure a satisfactory level of protection for personal data in third countries. This must be submitted to the Processing Officer for assessment before any approval is given. Further information shall be included in Appendix 4.

In connection with the transfer of Personal Data outside the EEA ("Third Country"), the Data Processor shall, when the Data Controller deems it appropriate, cooperate with the Data Controller to enter into data transfer agreements based on EU Standard Contractual Clauses (SCC) / EU standard privacy data transfer rules. to Data Processors established in Third Countries, or under agreements that replace or constitute an alternative to the transfer bases approved by the EU Commission.

Furthermore, the Data Processor shall enter into the written agreements and declarations that are necessary (according to the Processing Officer's assessment) to comply with the Privacy Act which deals with cross-border transfer of Personal Data, either to or from the Data Processor.

5 Use of subcontractors

If the Processor utilises a subcontractor or others who are not normally employees of the Processor, this must be agreed in writing with the Controller before the processing of personal data commences. The Processor shall not engage another subcontractor unless prior written permission has been obtained from the Controller. The same applies in the event of the replacement of a subcontractor engaged to process personal data on behalf of the Processor.

The Processor is responsible for ensuring that all parties performing engagements on behalf of the Processor that include use of personal data are aware of the Processor's contractual and statutory obligations and fulfil the terms and conditions pursuant thereto.

The Processor is accountable for subcontractors' performance of services and obligations under this Agreement in the same manner as if the Processor itself had performed the service or obligation, including infringements of privacy legislation or breaches of this Agreement.

The Processor may transfer personal data and/or other confidential information to subcontractors and third parties only to the extent necessary for performance of the Master Agreement or the Controller's documented instructions or compliance with an order mandated by law.

The Processor shall maintain a list of subcontractors used pursuant to this Agreement. The list of subcontractors shall appear in Annex 1 to this Agreement.

6 Information security

The Processor shall comply with the requirements for security measures under the current Privacy Regulations.

The Processor shall implement satisfactory technical, physical and organisational security measures to protect personal data covered by this Agreement against unauthorised or unlawful access, changes, erasure, damage, loss or inaccessibility.

The Processor shall document its own security organisation, guidelines for its security work, risk assessments, and established technical, physical or organisational security measures.

All transmission of personal data between the parties, either in the form of computer files or in another manner, shall be satisfactorily secured against unauthorised access. The same applies to agreed transmission or provision of access to a third party.

The Processor shall put in place continuity and contingency plans to deal with security incidents effectively.

The Processor shall provide its own employees sufficient information on and training in information security in order to ensure the security of personal data being processed on behalf of the Controller.

Documentation of compliance with the requirements for information security under this Agreement shall be made available to the Controller on request.

7 Discrepancies

Personal data breaches and other security breaches shall be treated as discrepancies. These include use of personal data or the information system that is at variance with established routines, this Agreement or the Privacy Regulations. The Processor shall have in place routines and systematic processes for following up discrepancies.

If a discrepancy is discovered, or if there is reason to believe a discrepancy exists, the Processor shall report the discrepancy to the Controller immediately, without undue delay and never later than 24 hours after the discrepancy occurred, notify the Data Controller of the discrepancy.

As a minimum, the notification shall contain information describing the security breach, the data subjects affected by the security breach, the personal data affected by the security breach, the immediate actions that were taken to deal with the security breach and the preventive measures, if any, put in place to avoid similar incidents in the future.

The Controller is responsible for forwarding notifications of security breaches from the Processor to the Norwegian Data Protection Authority. The Processor shall assist the Controller as needed to provide complete information to the Authority and data subjects.

The Data Processor shall immediately implement necessary and recommended remedial measures and shall cooperate fully with the Data Controller and make all reasonable and lawful efforts to prevent, minimize or correct the Deviation, including:

- a) investigate the Deviation and carry out analyzes to find the cause of the security breach;
- b) remedy the effects of the Deviation; and
- c) provide the Data Controller with reasonable assurance that it is unlikely that such a Deviation will occur again.

The data processor shall have in place routines and systematic processes to follow up Deviations, ie to restore normal condition, remove the cause of the Deviation and prevent recurrence.

The data processor shall as soon as possible submit a written report to the Data Controller. The report shall contain information on what measures the Data Processor has implemented to restore normal conditions, remove the cause of the Deviation and prevent recurrence. The Data Processor shall provide the Data Controller with all information necessary for the Data Controller to comply with applicable Privacy Act, and enable the Data Controller to answer questions from supervisory authorities. Contents of folders, communications, alerts, press releases or reports related to the Deviation must be approved by the Data Controller before they are published or communicated.

8 Responsibility

The parties' liability for damage to the registered or other natural persons and which is due to violation of the Privacy Regulations, follows the provisions of Article 82 of the Privacy Ordinance. Limitations of compensation in the Main Agreement do not apply to liability arising from Article 82 of the Privacy Ordinance.

The parties are individually responsible for infringement fines imposed in accordance with the nature of the Privacy Ordinance. 83.

9 Security audits

Security audits of systems and the Processor's obligations under this Agreement shall be conducted by the Processor at the written request of the Controller. Ordinary security audits under this Agreement may only be conducted once per calendar year. The Controller may conduct further security audits in the event of incidents or suspicion of incidents involving a security breach.

The Processor is obliged to make accessible all information necessary for demonstrating compliance with the provisions of this Agreement.

The Processor shall allow the Controller and the Controller's internal and external auditors to observe the Processor's performance of this Agreement. This also pertains to all other matters that the Controller and/or the Controller's auditors assume may be of importance for the performance of the Processor's obligations, or that are necessary for determining that work routines and procedures are carried out as specified in, and pursuant to, the requirements of this Agreement.

A corresponding right of verification and access shall be granted to the Norwegian Data Protection Authority or other relevant supervisory body authorised to demand access to the Controller's activities. The right of verification and access includes the power to conduct on-site inspections. The Processor is also obliged to respond to direct queries and to submit documentation.

The parties shall bear their own costs associated with the conduct of audits, unless the audit uncovers faults with and defects in the Processor's services. In that case, all costs shall be borne by the Processor.

10 Duration of the Agreement

This Agreement shall be in force as long as the Processor processes personal data on behalf of the Controller.

In the event of a breach of this Agreement or an infringement of the Personal Data Act, the Controller may order the Processor to refrain from further processing of data with immediate effect.

11 On termination

At the termination of this Agreement, the Processor is obliged to delete and return all personal data in accordance with best practice at the time in question, including copies of same that have been processed on behalf of the Controller and that are covered by this Agreement.

The Processor is obliged to delete or properly destroy all documents, data, storage media etc that contain (copies of) personal or other data covered by this Agreement and that the Processor is obliged to store pursuant to law. This also pertains to any back-up copies.

The Processor shall document in writing that deletion and/or destruction has been carried out in accordance with the Agreement within a reasonable period after the termination of the Agreement.

12 Communications and notifications

Communications and notifications under this agreement shall be sent in writing to the persons specified in Annex 2.

13 Choice of law and legal venue

The Agreement is subject to Norwegian law and the parties agree to Oslo District Court as legal venue [unless otherwise specified in the Master Agreement]. This also applies after the termination of the Agreement.

This Agreement is in two (2) copies, of which each party retains one.

Place and date

Controller

Processor

.....

(signature)

[Name]

[Title]

.....

(signature)

[Name]

[Title]

Annex 1 - Processing of personal data and subcontracting processors

Purpose of the processing

- | | |
|---|--|
| <input type="checkbox"/> HR and processing personnel data | <input type="checkbox"/> Control/compliance monitoring |
| <input type="checkbox"/> Operation of the bank | <input type="checkbox"/> Protection of assets and security measures |
| <input type="checkbox"/> Compliance with statutory requirements and protection of legal interests | <input type="checkbox"/> Research and analysis |
| <input type="checkbox"/> Other (please specify): | <div style="border: 1px solid black; height: 20px; width: 480px;"></div> |

Data subjects

- | | |
|--|--|
| <input type="checkbox"/> Employees of Norges Bank | <input type="checkbox"/> Employees' related parties |
| <input type="checkbox"/> Lessees | <input type="checkbox"/> Protection of assets and security measures |
| <input type="checkbox"/> Visitors | <input type="checkbox"/> The general public |
| <input type="checkbox"/> Other data subjects (please specify): | <div style="border: 1px solid black; height: 20px; width: 480px;"></div> |

Personal data

- | | |
|--|--|
| <input type="checkbox"/> Name | <input type="checkbox"/> Contact information |
| <input type="checkbox"/> Date of birth | <input type="checkbox"/> National identity number |
| <input type="checkbox"/> Employee information | <input type="checkbox"/> Information on assets |
| <input type="checkbox"/> Recruitment and hiring/employment documents | <input type="checkbox"/> Copy of identification documents |
| <input type="checkbox"/> Attendance and absence | <input type="checkbox"/> Physical access and access logs |
| <input type="checkbox"/> Use of mobile phones | <input type="checkbox"/> Use of computer system and Internet |
| <input type="checkbox"/> Travel information | <input type="checkbox"/> Photo/video |
| <input type="checkbox"/> Microdata | |
| <input type="checkbox"/> Other (please specify): | <div style="border: 1px solid black; height: 20px; width: 480px;"></div> |

Sensitive personal data

- | | |
|--|---|
| <input type="checkbox"/> Racial or ethnic origin | <input type="checkbox"/> Political opinions, philosophical or religious beliefs |
| <input type="checkbox"/> Health | <input type="checkbox"/> Sex life or sexual orientation |
| <input type="checkbox"/> Trade union membership | <input type="checkbox"/> Genetic or biometric data |
| <input type="checkbox"/> Criminal convictions and offences | |

Transfer basis

if personal data is transferred outside the EEA, Appendix 4 must be completed
(Transfer also applies to remote access from outside the EEA)

- | |
|---|
| <input type="checkbox"/> Adequacy decision: [fill in country] |
| <input type="checkbox"/> European Commission Standard Contractual Clauses (SCC) |
| <input type="checkbox"/> Binding Business Rules (BCR) |

Subcontracting processors

| | |
|------------|--|
| Org. name | |
| Address | |
| Country | |
| Org. no. | |
| Basis | [for transfer outside the EEA; transmission basis according to GDPR chapter V] |
| Processing | [what personal data is processed and the purpose of the processing] |

| | |
|------------|--|
| Org. name | |
| Address | |
| Country | |
| Org. no. | |
| Basis | [for transfer outside the EEA; transmission basis according to GDPR chapter V] |
| Processing | [what personal data is processed and the purpose of the processing] |

Annex 2

Contact information

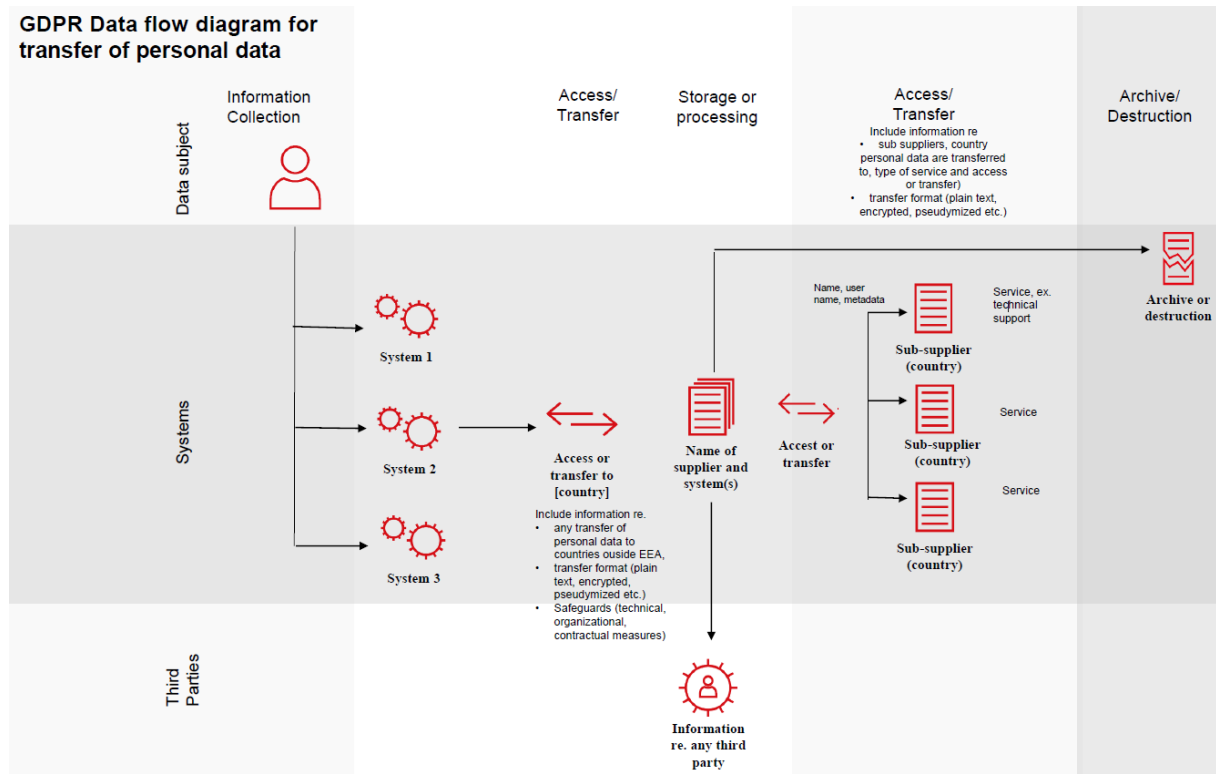
| | Controller | Processor |
|-----------|------------|-----------|
| Name | | |
| Job title | | |
| Telephone | | |
| E-mail | | |

E-mail queries to be sent with copy to personvern@norges-bank.no

Annex 3

Form overview data flow

[Sample form - the supplier's answer is included here]



Annex 4

Level of protection of personal data

[If personal data is processed outside the EEA, a summary of the land assessment and a list of measures that have been implemented to ensure a sufficient level of protection for the personal data must be included here.

This also applies to remote access to from outside the EEA to personal data stored in the EEA, e.g. for maintenance and troubleshooting).]

Land assessment:

[to be filled in by transfer of or remote access to personal data outside the EEA]

Protective measures: [must always be completed]

- Organizational:
- Contractual:
- Technical:

Annex 5

Supplementary protection measures

1. Defense against disclosure and making available of data

In addition to clause 5 (d) (i) of the Standard Privacy Regulations entered into on [date], in the event that [Supplier] receives an order from a third party regarding the availability of data and / or personal data transferred in accordance with Standard Privacy Regulations, [Supplier]:

- (a) make all reasonable efforts to redirect third parties to request data directly from Customer;
- (b) notify Customer immediately, unless prohibited by applicable law to the requesting third party, and, if prohibited to notify Customer, make every lawful effort to obtain the right to waive the prohibition to communicate so much information as possible to the Customer as soon as possible; and
- (c) take all lawful measures to challenge the Order of Access on the basis of lack of legal basis under the law of the requesting Party, or relevant conflicts with the law of the EU or the law of the Member State in force.

It is emphasized that legal measures do not include acts that will result in civil or criminal punishment, e.g. contempt of court, under the laws of the relevant jurisdiction.

2. Indemnification of Customer

Pursuant to Articles 3 and 4, [Supplier] shall indemnify Customer for any material or intangible damage incurred by Customer and the data subject, which is caused by [Supplier's] availability of personal data about the data subject, as transmitted in accordance with Standard privacy provisions in response to an order from a government body outside the EU / EEA or bodies within prosecution and intelligence (an "Accessibility").

3. Terms of indemnity.

Indemnification in accordance with section 2 is conditional on the Customer determining that:

- (a) [Supplier] has completed an Availability;
- (b) The availability was based on an official order from a state body outside the EU / EEA or a body within prosecution and intelligence against the Customer or the data subjects; and
- (c) The availability caused the Customer material or intangible damage, e.g. in the form of claims from the registered or fines.

Notwithstanding the foregoing, [Supplier] has no obligation to indemnify the data subject under Article 2 if [Supplier] determines that the relevant Availability did not breach its obligations under the GDPR.

4. Extent of damage.

Indemnification pursuant to Article 2 above is limited to material and intangible damages as specified in the GDPR and the Personal Data Act, and excludes consequential damages and all other damages that are not due to [the Supplier's] breach of the GDPR.

This indemnity is not subject to any limitation of liability or ceiling that may otherwise have been agreed with [Supplier].

5. Notice of change.

In addition to Article 5 (b) of the Standard Privacy Regulations, [Supplier] agrees and warrants that there is no reason to believe that the law applicable to the sub-processor (s), including in countries to which the personal data is transferred either by themselves or through a sub-processor, the fulfillment of the instructions received from the data exporter and its obligations under this Annex or the Standard Privacy Policy, and that in the event of a change in legislation is

deemed to adversely affect the warranties and obligations set forth in this Annex or the Standard Privacy Policy , it will immediately notify the Customer of the change as soon as it is known, in which case the Customer has the right to stop the transfer of data and / or terminate the contract.

6. Cease.

This Annex shall automatically terminate if the European Commission, a competent supervisory authority of a Member State or a competent court of the European Union or a Member State approves another lawful transmission mechanism that will apply to data transmissions covered by the Standard Privacy Policy (and if such mechanism applies only to some of the data transmissions, this Annex will only terminate with respect to these transmissions) and which do not require the additional safeguards set out in this Annex.