

# Appendix Instructions for the Norwegian Government's Standard Terms and Conditions for IT Procurement – SSA-K 2018

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# Appendix 1: Customer requirements specification

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*The Customer shall specify its requirements in respect of the deliverables in Appendix 1.*

## **The Agreement, clause 1.1 Scope of the Agreement**

If the deliverables shall function together with the Customer's current technical platform, this shall be stated here. (The Customer's current technical platform shall be described by the Customer in Appendix 3)

## **The Agreement, clause 2.1.2 Customisations and installation, etc.**

If the Contractor shall be responsible for performing customer customisations, installations, or other tasks that shall be performed after the software and equipment has been handed over or made available to the Customer, this shall be specified here.

## **The Agreement, clause 2.1.4 Documentation and training**

If the Customer has further requirements concerning documentation in addition to those stipulated in the Agreement's clause 2.1.4, this shall be stated here.

If the Contractor shall help provide the necessary training for the Customer's personnel, this shall be stated here.

## **The Agreement, clause 2.2.2 Duty to examine**

If a special approval test will be conducted, this shall be stated here. (The type and detailed scope of the approval test must be described in Appendix 5.)

## **The Agreement, clause 2.7 External legal requirements**

Here, the Customer shall identify which legal requirements, or requirements that are specific to the party in question, are of relevance to the conclusion and implementation of the Agreement. The Customer must also specify relevant functional and security requirements for the deliverables here.

## **The Agreement, clause 4.3 Free software**

If parts of the deliverables are based on free software, including customisations and further developments of the free software, the Customer shall be granted the rights that are necessary to distribute the results further under the relevant free software licence or under a compatible free software licence if this is stipulated here.

*If the Customer requires these rights in order to distribute the results, it is important that the Customer specifies this here. One way of specifying this is to tick "YES" in the box below:*

"The Customer needs to be able to distribute the results of the deliverables that are covered by a free software licence: YES [  ] or NO [  ]"

## Appendix 2: Contractor description of the deliverables

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*The Contractor shall, based on Appendix 1 (Customer requirements specification) describe its deliverables/solution here.*

*The Contractor should be aware of the fact that deviations, reservations or other changes to the Agreement in Appendix 2 to the Customer's requirements in Appendix 1 in connection with the submission of a tender may result in rejection of the tender by the Customer.*

### **The Agreement, clause 1.1 Scope of the Agreement**

If the Contractor is of the view that there are obvious errors or ambiguities in the Customer requirements specification, the Contractor shall point this out here.

### **The Agreement, clause 2.1.1 Software and equipment**

If offered software and equipment do not have such functions, properties and quality as described by standard product descriptions/specifications, user manuals, etc. that the Contractor includes upon sales of these products, this shall be stated here.

If it is necessary to upgrade the technical platform of the Customer, as described in Appendix 3, in order for the deliverables due from the Contractor to work as agreed, this shall be specified here.

### **The Agreement, clause 2.1.3 Applicability of standard licence and agreement terms and conditions**

To the extent that standard software that is included in the deliverables must be delivered with standard licence terms and conditions, this shall be stated here. Copies of the licence terms and conditions shall be appended as Appendix 10.

To the extent that the provisions of licence terms and conditions governing right of disposal differ from this Agreement's provisions governing right of disposal, this shall be described here.

### **The Agreement, clause 2.1.6 Warranty period and guaranteed performance**

If the Contractor stipulates requirements in respect of the maintenance that must be performed in order for equipment warranties to be valid, this shall be specified here.

### **The Agreement, clause 2.7 External legal requirements**

The Contractor shall describe how the Contractor addresses external legal requirements through its deliverables here.

### **The Agreement, clause 4.3 Free software**

If free software is to be used in connection with the deliverables, the Contractor shall prepare an overview of the relevant free software. The overview shall be inserted here. Copies of applicable licence terms and conditions for the relevant free software shall be appended in Appendix 10.

To the extent that the Contractor is aware that free software that the Customer has requested be used as part of the deliverables, is unsuited to satisfying the Customer's requirements or, infringes, or is alleged by anyone to infringe, third party copyrights, the Contractor shall point this out here.

## Appendix 3: Customer technical platform

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*Appendix 3 must be completed by the Customer.*

### **The Agreement, clause 1.1 Scope of the Agreement**

If in Appendix 1 the Customer stipulates that the deliverables shall function together with the Customer's current technical platform, the Customer's technical platform shall be described here.

If it is relevant for the deliverables, the Customer should also describe the architecture and the system landscape in which the software being procured will be installed.

The versions of the software included in the technical platform should also be stated here. The Customer should also relevant to describe the software's upgrade schedule, any planned major upgrades and routines for periodic maintenance.

## Appendix 4: Delivery date and other deadlines

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### **The Agreement, clause 2.1.5 Time and place for the Contractor's performance**

Software and equipment shall be delivered by the deadlines set out here.

If the Customer, in connection with delivery, wants a deadline other than the five (5) working days pursuant to clause 2.1.5 of the Agreement for reporting objections to the Contractor's deliverables, the Customer shall state this here.

### **The Agreement, clause 6.2 Liquidated damages in the case of delay**

If the parties have linked liquidated damages to deadlines/dates other than the delivery date, this shall be stated here.

If liquidated damages, a calculation basis for liquidated damages or periods for liquidated damages will deviate from what is stipulated in the Agreement's clause 6.2, this shall be stated here.

## Appendix 5: Approval test

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*Appendix 5 shall be completed by the Customer.*

### **The Agreement, clause 2.2.2 Duty to examine**

If Appendix 1 stipulates that a specific approval test shall be performed, the type and scope of this test shall be described in detail here.

If error definitions other than those stipulated in the Agreement's clause 2.2.2 are agreed, the Customer shall specify this here.

If the Customer wants to specify other or more detailed criteria for approving the deliverables which differ from what is stipulated in the Agreement's clause 2.2.2, the Customer shall specify this here.

If deadlines for approving the deliverables other than those stipulated in the Agreement's clause 2.2.2 shall apply, this shall be stated here.

## Appendix 6: Administrative provisions

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*This Appendix is used to list all of the routines for the contractual relationship and cooperation between the parties. Appendix 1 must stipulate which parts of the Appendix 6 must be completed by the Customer. Alternatively, the Customer may ask the Contractor in Appendix 1 to complete parts of the Appendix.*

### **The Agreement, clause 1.5 The representatives of the parties**

The authorised representatives of the parties, as well as procedures and notice periods for any replacement thereof, shall be specified in more detail here.

### **The Agreement, clause 2.4 Wages and working conditions**

Documentation showing the Contractor's compliance with the Contractor's obligations as stipulated in clause 2.4 of the Agreement (Wages and working conditions) shall be inserted here. The documentation can consist of either an appended self-declaration or a third-party declaration showing conformity between the relevant collective wage agreement and the actual wages and working conditions for the performance of the Contractor's and any subcontractors' obligations.

Further clarification concerning the implementation of the Agreement's clause 2.4 may be agreed here.

### **The Agreement, clause 2.6 Form of communication - in writing**

If the Customer wants notices, requirements or other enquiries associated with this Agreement to be provided in a manner other than in writing and sent to the postal address or electronic address provided on the first page of the Agreement, this shall be stated here.



## Appendix 7: Total price and pricing provisions

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*All prices and the detailed terms governing the consideration to be paid by the Customer for the deliverables provided by the Contractor shall be set out here in Appendix 7. The Customer must think through the price format (hourly rate, unit price, fixed price, etc.). The Contractor shall base its tender on this and create templates for this in Appendix 7. Any special payments arrangements such as discounts, prepayments, part payments, and different payment dates must also be specified.*

### **The Agreement, clause 2.1.2 Customisations and installation, etc.**

The Contractor's hourly rates for performing customer customisations, installation, etc. shall be stated here.

If it has been agreed that the Contractor will deliver services in the form of customer customisations, installation or other tasks after the software and equipment have been handed over or made available to the Customer, and an error occurs in software that is covered by clause 2.1.3, paragraph six, of the Agreement, a maximum financial limit for the Contractor's obligation to work out temporary solutions that work around such errors can be agreed. If such a limit is agreed, the upper limits shall be stated here.

Example price table for the Contractor's standard hourly rates for consultancy services:

Description	Hourly rate, excl. VAT
Junior consultant (e.g. 0-3 years' experience)	
Senior consultant (e.g. 3-10 years' experience)	

### **The Agreement, clause 2.1.4 Documentation and training**

If training forms part of the deliverables pursuant to Appendix 1, the consideration for training shall be specified here.

### **The Agreement, clause 2.1.6 Warranty period and guaranteed performance**

If the warranty period will deviate from clause 2.1.6 of the Agreement, this shall be stated here.

### **The Agreement, clause 3.1 Consideration**

All prices and the detailed terms governing the consideration to be paid by the Customer for the deliverables provided by the Contractor shall be set out here.

If prices shall be stated exclusive of Value Added Tax, but including customs duties and other indirect taxes, the Customer shall specify the alternative pricing system here.

If the Customer will allow prices for components that are delivered from abroad to be stated in a foreign currency, this shall be stated here.

If software and equipment shall not be delivered DPP (Incoterms) to the address stated on the first page of the Agreement, the alternative risk model shall be specified here.

Example of price table for goods:

Goods	Reference to description in Appendix	Price excl. VAT	Discount

Example of price table for services: (e.g. courses/training, unit price for installation, etc.):

Services	Reference to description in Appendix	Price excl. VAT	Discount

### **The Agreement, clause 3.2 Invoicing dates and payment terms**

If consideration for software or equipment shall not be invoiced on the date delivery is deemed to have taken place pursuant to clause 2.1.5, the alternative invoicing date shall be stated here.

Other payment terms, and any terms and conditions relating to the use of EHF, shall be set out here.

### **The Agreement, clause 3.5 Price adjustments**

Any price adjustment provisions other than those stipulated in the Agreement's clause 3.5 that have been agreed, shall be set out here.

### **The Agreement, clause 4.1 Right of ownership of equipment**

If a vendor's fixed charge shall be agreed for equipment that is delivered pursuant to this Agreement, this shall be stated here.

### **The Agreement, clause 4.2.1 Limited right of disposal**

If the right of disposal terms and conditions shall deviate from clause 4.2.1 of the Agreement, this shall be stated here. Any assumptions and restrictions in relation to the number of users, place/equipment for exercising the right of disposal, etc. must also be described here.

### **The Agreement, clause 4.3 Free software**

If the Contractor has special hourly rates for assisting the Customer with the activities designated "supplementary and chargeable service" in clause 4.3, paragraph six, of the Agreement, these shall be stated here.

# Appendix 8: Changes to the general contractual wording

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*Changes to the general contractual wording shall be set out here, unless the general contractual wording refers such changes to a different Appendix.*

*Changes can be made to all the clauses in the Agreement, even where there is no clear reference to the fact that changes can be agreed. Changes to the contractual wording shall be specified here so that the wording of the general contractual wording remains unchanged. It must be stated clearly and unequivocally which clause or clauses in the Agreement have been changed and the result of the changes.*

*The Contractor should, however, be aware of the fact that deviations, reservations or changes to the Agreement in connection with the submission of a tender may result in rejection of the tender by the Customer.*

Example of change table:

<b>Clause of the Agreement</b>	<b>Shall be replaced by</b>
Chapter x.x.x, paragraph y	New formulation/text

# Appendix 9: Changes subsequent to the conclusion of the Agreement

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*The Contractor shall maintain a directory of the changes on an ongoing basis, which directory shall form Appendix 9, and shall without undue delay provide the Customer with an updated copy thereof. The Customer must maintain its own overview of the change requests it has sent, the change estimates it has received, and the changes order it has issued.*

Example of change directory:

<b>Change no.</b>	<b>Description</b>	<b>Effective date</b>	<b>Archive reference</b>

## Appendix 10: Licence terms and conditions for standard software and free software

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*Copies of applicable licence terms and conditions for standard software and free software shall be appended in Appendix 10.*

### **The Agreement, clause 2.1.3 Applicability of standard licence terms and conditions and agreement terms and conditions**

Copies of the licence term and conditions for standard software included in the deliverables must be appended here.

### **The Agreement, clause 4.3 Free software**

If the deliverables include free software, copies of the licence terms and conditions that apply for the relevant free software must be inserted here.