



<b>Case number:</b>	<b>Title:</b>
<b>Supplier:</b>	<b>Client:</b> Innovation Norway
<b>Contact person for the Agreement:</b>  Name: Position: E-mail: Telephone: Mobile:	<b>Contact person for the Agreement:</b>  Name: Position: E-mail: Telephone:
<b>The Agreement will enter into force on the following date:</b>	<b>The Agreement will end on the following date:</b>

The Agreement may be extended by \_\_\_ + \_\_\_ years.

**DRAFT**

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## **1. BACKGROUND AND PURPOSE OF THE AGREEMENT**

Innovation Norway (Client) engages [Supplier] to perform the following assignments:  
[xxx]

It is a prerequisite that [xxx] shall be the project manager for the Supplier.

Any change of the project manager or project staff requires the written consent of the Client.

## **2. THE ASSIGNMENT**

### **2.1 CONTENTS**

The Supplier shall perform the following tasks for the Client:

[Description]

### **2.2 DURATION**

The Assignment shall be completed by [date]. The Client has the right to extend the Assignment as required.

The Client may choose to terminate the Assignment at any time. The Supplier shall, after receiving such notice from the Client, immediately terminate his work. In such a case, the Supplier is only entitled to invoice the number of hours that have elapsed at the point in time when the Client gives notice that the Assignment shall be terminated.

### **2.3 IMPLEMENTATION**

The project manager for the Supplier shall report to [xxx], Innovation Norway.

The Supplier is obligated to abide by all the instructions and orders given by the Client.

## **3. ACCESS TO SYSTEMS, ETC.**

The Supplier shall not have access to the Client's computer systems or other systems, unless otherwise agreed in writing.

All practical matters related to the Assignment are agreed in writing with the Client.

#### **4. REMUNERATION**

The following remuneration has been agreed upon:

[xxx]

All the Supplier's costs relating to performance of the Assignment will be covered by the Supplier. The Client is not responsible for costs of any kind, unless otherwise agreed in writing.

#### **5. PAYMENT**

Payment is made in arrears, in accordance with an invoice. Any partial payment requires a written agreement to that effect.

#### **6. INVOICING**

The Supplier's invoices shall be specified and documented, so that the Client can easily verify the invoices in relation to the agreed remuneration.

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

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

It is a prerequisite for payment that any agreed/required report/documentation is available.

#### **7. RIGHTS**

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

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

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

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

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

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

## **8. LOYALTY**

The Supplier acknowledges the Client's need for extensive trust by customers, the owner and otherwise in society. The Supplier further acknowledges, for these reasons, that special obligations must apply to contracted consultants at the Client.

The Supplier is obligated accordingly to show loyalty to the Client during the agreement period and later on, including never to misuse any information or relationships acquired through performing the assignment for the Client.

## **9.DUTY OF SECRECY**

Anyone who performs a service or work for Innovation Norway has a duty of secrecy concerning information he or she obtains through this service or work about other parties' business or private affairs as set out in the Innovation Norway Act section 27. Breach of the duty of secrecy is a criminal offence pursuant to the Penal Code sections 209 and 210.

Information subject to the duty of secrecy that comes into the possession of the parties in connection with the agreement and the implementation of the agreement shall be kept confidential and may only be made available to third parties with the consent of the other party or to fulfill obligations pursuant to law or regulation. The parties shall take all necessary precautions to prevent unauthorised persons from gaining access to, or knowledge of, information subject to the duty of secrecy.

The duty of secrecy applies also after the expiry of the agreement. Employees or others who resign their positions with one of the parties shall also be subject to the duty of confidentiality after the resignation on matters mentioned above.

The Supplier shall ensure that all employees used in the deliveries to the Client have received information on the statutory duty of secrecy. On request, the Supplier is required to provide signed declarations of secrecy or other documentation proving that the obligation to provide information is complied with.

## **10. ETHICS AND SOCIAL RESPONSIBILITY**

### **10.1 SUSTAINABILITY AND SOCIAL RESPONSIBILITY**

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

### **10.2 ANTI-CORRUPTION**

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

### **10.3 CONSEQUENCES**

If serious violations of Sections 10.1 and 10.2 are identified, Innovation Norway may terminate the contractual relationship with immediate effect.

## **11. PROCESSING OF PERSONAL DATA**

If the Supplier must process personal data on behalf of the Client in order to perform the services, the Supplier shall be the processor and the Client shall be the data controller, cf. the General Data Protection Regulation chapter IV section 1.

The Supplier shall comply with the Client's instructions from time to time and only process personal data to the extent necessary for performance of the services in accordance with the agreement. Through planned and systematic measures, the Supplier shall ensure that there is adequate information security with respect to confidentiality, integrity and availability for the processing of personal data in accordance with the General Data Protection Regulation chapter IV section 2. The personal data cannot be transferred to any other party for storage, processing or other use without the Client's prior consent.

Any security breaches and other deviations that the Supplier becomes aware of must be immediately reported to the Client in writing, cf. the General Data Protection Regulation article 33. If the deviation is of such a nature that the Data Protection Authority or other authorities must be notified, the Client shall send such notice.

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

## **12. BREACH OF CONTRACT ON THE PART OF THE SUPPLIER**

### **12.1 WHAT IS CONSIDERED A BREACH**

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

### **12.2 DUTY TO REMEDY A BREACH**

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

## **13. CLIENT'S REMEDIES FOR BREACH OF CONTRACT**

### **13.1 PRICE REDUCTION**

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

### **13.2 COMPENSATION FOR BREACHES**

The Client may claim damages in respect of any loss that can reasonably be traced back to the breach, unless the Supplier can demonstrate that the breach or the cause of the breach, cannot be attributed to the supplier. This includes, inter alia, losses due to extra work caused by the breach. The total compensation that the Client may claim during the agreement period is limited to an amount equal to the contract sum, excl. VAT, or an agreed estimate for the Assignment.

However, the limitation of compensation does not apply if the Supplier, or anyone for whom he is responsible, has exhibited gross negligence or wilful intent.

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

### **13.3 TERMINATION**

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

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

### **13.4 BREACH OF CONTRACT ON THE PART OF THE CLIENT**

In the event of late payment, the Supplier may claim late payment interest pursuant to Act No. 100 of 17 December 1976.

## **14. CHOICE OF LAW. DISPUTE RESOLUTION**

### **14.1 DOCUMENT RANKING**

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

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

### **14.2 CHOICE OF LAW**

The Parties' rights and obligations pursuant to this Framework Agreement are governed in full by Norwegian law.

### **14.3 NEGOTIATIONS/MEDIATION**

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

### **14.4 VENUE**

If a dispute is not resolved by negotiation or mediation, either party may require that the dispute be resolved with final effect before the Norwegian courts of law.

Oslo is the agreed legal venue.



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

Oslo, [xx/xx/xxxx]

For Innovation Norway

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## **APPENDIX 1 – PAY AND WORKING CONDITIONS**

In accordance with the provisions of Regulation No. 112 of 8 February 2008 relating to pay and working conditions in public contracts when service contracts and construction and civil engineering contracts are announced, the Supplier will be subject to the following obligations:

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

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

## **APPENDIX 2 DECLARATION OF CONFIDENTIALITY**

It is confirmed that during participation in the tender competition and signing of the contract, the duty of confidentiality in accordance with section 27 of The Act relating to Innovation Norway and section 121 of the Norwegian Penal Code shall be complied with.

This applies, among other things, to the following:

- Services or work performed for Innovation Norway require a sense of responsibility and loyalty
- The provisions set forth in section 27 of the Act relating to Innovation Norway stipulate a duty of confidentiality with regard to what one becomes aware of, in connection with service or work, concerning others' business-related or private affairs
- All information shall be treated in a satisfactory and, for unauthorised parties, inaccessible manner and otherwise in accordance with Innovation Norway's guidelines currently in force
- The duty of confidentiality also applies to employees of Innovation Norway who do not have a need to know the information for their work
- The duty of confidentiality also applies after the end of my service or work for Innovation Norway
- Breach of the duty of confidentiality may entail criminal liability, liability for damages and/or termination of my service or work for Innovation Norway.

## **APPENDIX 3 CODE OF ETHICS**

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

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

### **Human rights**

The Supplier must respect UN human rights provisions.

### **Principles and employees' rights**

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

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

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

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

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

### **Discrimination (ILO Convention Nos. 100 and 111)**

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

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

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

**Pay and working hours**

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

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

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

**Health and safety**

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

**Inspections**

When an authorised representative of the Supplier signs this document, he or she confirms that the Supplier and any subcontractors are complying with the requirements set out in this document. The signature gives the Client, or a party authorised by the Client, the right to carry out announced or unannounced inspections of all production places during the contract period in order to check whether the requirements of the documents are being complied with.

#### **APPENDIX 4 – SELF-DECLARATION ON ANTI-CORRUPTION**

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

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

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

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

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

## **APPENDIX 5 – DATA PROCESSOR AGREEMENT**

See separate appendix.