

Frame Agreement

between

The Research Council of Norway
(hereafter referred to as the Research Council)

and

<Supplier>

(hereafter referred to as the Supplier)

on

the performance and completion of

RRI Advisers for
the Horizon Europe Partnership ERA4Health and
the Horizon 2020 ERA-NET M-ERA.NET3

(hereafter referred to as the Assignment)

All inquiries regarding this contract shall be addressed to:

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1 Substance and framework of the Frame Agreement

This Frame Agreement regulates the purchase of RRI Advisers for the Horizon Europe Partnership ERA4Health and the Horizon 2020 ERA-NET M-ERA.NET3.

The value of this tender is given as Person Month (PM) time. 1 PM in Horizon Europe is 135 hours per month. 1 PM in Horizon 2020 is 146,33 hours per month. The total value in NOK will depend on the hour pricing of the supplier.

- PMs available through ERA4Health: Totally Up to 16 PMs (2160 hours, last until 31.10.29)
- PMs through M-ERA.NET3: Totally Up to 1,5 PMs (120 hours, lasts until 29.2.26)

1.1 Assignment of services

This Frame Agreement gives the Research Council the right to give assignments to the supplier(s), within the scope of the Frame Agreement. Up to three suppliers can give a combined/collaborative tender.

1.2 Attachments to this Frame Agreement:

No.	Title of attachment
1	Competition Basis
2	Competition Basis, Attachment 1 – Buyer's requirement specification
3	Supplier's tender, with attachments

2 Duration of the Frame Agreement – optional periods

ERA4Health: This Frame Agreement is valid from 25.03.2024 till 31.10.2029 (end of ERA4Health).

M-ERA.NET: This Frame Agreement is valid from 25.03.2024 till 28.2.2026 (end of M-ERA.NET).

The Research Council has the right to prolong the Frame Agreement with the same length as the Partnership/ERA-NET is extended.

The Frame Agreement will be automatically extended unless the agreement is cancelled by one of the contract partners in a written notice at least six months before the extension date.

The Research Council has the option of extending the contract as described, with no amendments to the terms and conditions.

3 Impartiality

The Supplier is under obligation at all times to ensure that personnel used to carry out the Assignment meet the requirements relating to impartiality set out

- in the applicable “Regulations on Impartiality and Confidence in the Research Council of Norway” . More information on this is found [here](#).
- in the Standard Operatin Procedures (SOPs) of ERA4Halrh and similar regulation in M-ERA.NET3

The Supplier is required to assess the impartiality of the personnel on an ongoing basis. The Supplier must notify the Research Council immediately of any circumstances that the Supplier has become aware of or should have been aware of that may lead to a conflict relating to impartiality.

The Supplier must also follow the ERA4Health Standard Operating Procedure manual (SOP), and similar for M-ERA.NET, regarding Conflicte of Interest.

A conflict relating to impartiality that arises during the performance of the Assignment will be deemed a serious breach of contract.

4 Contact persons and other personnel

The Assignment should, as a main rule, be performed by the personnel that the Supplier has committed itself to using in its tender to the Research Council.

The Supplier's personnel assisting the Research Council shall conduct the work in a way that contributes to good cooperation and ensures good communication. The Supplier's main contact person reports to the Research Council's contact person, who has the right and obligation to monitor the work performed under the terms and conditions of this contract. If a change of the main contact person in the Supplier's organization needs to be done, the Research Council shall be given one month notice in advance. The change of contract person must be granted by the Research Council, by written approval.

Change of other personnel shall be announced one month in advance, and is to be presented by sending a CV.

When there are changes of personnel in the part of the Supplier's organization that supports the Research Council, the Supplier must ensure that all relevant information regarding the services shall be available for the new personnel. Expenses in this connection, as well as any expenses incurred for any necessary training to ensure that the Assignment is completed in accordance with these terms and conditions, are to be covered by the Supplier.

Personell involved can not be member of any Governance body of M-ERA.NET3 or ERA4Health.

5 Implementation

The Supplier shall perform the assignment with a high professional standard, in an active and professional manner in order to ensure that the process and results are in accordance with this Frame Agreement, the Competition Basis and the Supplier's

offer. The Supplier shall cooperate with the Research Council in a way suitable to safeguard the reputation and interests of the Research Council.

Unless otherwise agreed in connection with an assignment, the following applies:

- All external communication on behalf of the Research Council shall be agreed in advance with the Research Council, and shall be approved by the Research Council.
- The supplier shall keep the Research Council continuously informed of the development of assignments, including use of resources, new issues and possible deviations from schedule, cost estimates etc.
- Employees at the supplier cannot sign letters or other documents on behalf of the Research Council and must not otherwise commit the Research Council without such authorization.

6 Ordering, assignments and deliveries

6.1 Ordering

The services related to the agreement are anchored in the Department of Enabling Technologies of the Research Council. Ordering is normally made from here and as a rule by the Research Council's main contact person, unless the latter has authorized another to order.

Orders are made in our electronic ordering system (e-ordering) which creates an order number which the supplier receives together with the order. The invoice must be affixed to this order number. Invoice with order no. must be sent to the Research Council in standard EHF format.

6.2 Delivery of the services

Deliveries should normally be made to the Research Council's main contact person, but can be made to a contact person in another organizational unit internally by agreement. In such cases, a copy of the delivery must always be sent to the main contact person.

7 Prices and invoicing

Payment for assignments shall be based on quoted prices in the supplier's offer, as specified in Appendix 2 to this contract.

7.1 Expenses in connection with assignments

The prices shall cover all expenses that may arise in connection with the execution of assignments, including ordinary office expenses such as telephone, fax, copying etc. The available time in Person Months (PMs) includes travel time, time spent and the supplier's expenses in connection with meetings with the Research Council and the Partnership/ERA-NET. Should a need arise for travel beyond meetings, such expenses must be approved in advance by the Research Council who has commissioned the relevant assignment.

For M-ERA.NET3:

Reimbursement of travel and stay expenses requires documentation in the form of original documents. For suppliers who can use the State's rates, the expenses are covered according to these.

The price for RRI advise for M-ERA.NET must follow the Supplier's Person Month (PM) price according to Horizon 2020 rules.

For ERA4Health:

All travel costs must be covered by the <supplier's>.

The price for RRI advise for ERA4Health is priced according to consultancy services.

7.2 Invoicing

Invoicing takes place twice a year, when assignments are completed and delivered. The invoice must be enclosed with an overview of the work that has been carried out, hours spent and what assignments the invoice applies to (in accordance with the identification numbers provided by the contact person / orderer in the Research Council), as well as the name of the contact person / orderer in the Research Council.

There will be a separate reference number for work in M-ERA.NET3 (ref. xxxxxx) and ERA4Health (ref. xxxxxx), and the invoice/work/costs must be clearly separate between these two projects. If possible, two separate invoices for each project/reference number can be sent.

The Research Council shall honor all approved invoices within 30 days. The Research Council shall raise any objections to an invoice without undue delay and no later than 10 working days after the invoice has been received by the Research Council.

Billing must be done electronically in accordance with the state's standard format (EHF). The same applies to any credit notes.

8 Copyright and right of ownership

If the <supplier's> are academics, their work depends on being able to publish findings. This is especially important for RRI-type topics, given the 'openness' dimensions. Thus an academic <supplier's> retain the rights to publish parts of the RRI analysis in the future as long as you individually anonymise any data and acknowledge the ERA4Health/M-ERA.NET 3 project/network. The publication should be Open publications and have this acknowledgement:

- M-ERA.NET3 is funded under the ERA-NET Cofund scheme of the Horizon 2020 Research and Innovation Framework Programme of the European Commission, Research Directorate-General, Grant Agreement No. 958174.
- ERA4Health is funded by the European Union under the Horizon Europe Framework Programme. Grant Agreement N°: 101095426.

Since the Supplier handle data, the Supplier must prepare a data management plan in connection with contract. [Here you will find more information about requirements for data management plans in projects that receive funding from the Research Council.](#)

9 Confidential information

The <supplier's> employees and others who receive information about the work performed in accordance with this contract must sign the Research Council's declaration of confidentiality and ERA4Health and M-ERA-NET3 Terms of Confidentiality.

Additional Terms of Confidentiality for ERA4Health and M-ERA-NET3 calls are regulated in the MoU for the call and more broadly in the ERA4Health/M-ERA.NET Grant Agreement (art. 13) and Consortium Agreement (art.10). The basic principle is that all details regarding the evaluation process and funding decisions are considered confidential until the grant decision is published on the ERA4Health and funders' websites.

<The supplier> shall have established internal working procedures to ensure that information is kept confidential, and information is not spread internally within <The supplier's organization> or externally. <The supplier> shall document these procedures in written form to RCN, to ensure that confidential information is not misused.

The following issues are particularly important:

- The consultants working with the information as part of the Agreement between <The supplier> and RCN and their manager(s) shall be the only persons allowed to access the information.
- <The supplier> shall ensure that confidential information obtained during consultancy services as part of the framework agreement with the RCN is not used in any other contexts, especially in other (competing) applications in which <The supplier> is a participant.

10 Risk and liability for communications and documentation

Both parties must ensure the safe and secure transmission, storage and back-up of documents and other material of significance for the Assignment regardless of form, including e-mail and other electronically stored material.

The Supplier bears the risk and liability for all material regardless of form that is damaged or destroyed while under the control of the Supplier.

11 Breach of contract

Breach of contract by the Supplier arises if the service provided is not in conformance with the objectives, requirements, specifications and deadlines agreed upon between the parties. Breach of contract also arises should the Supplier fail to fulfil other obligations in accordance with this contract.

There is no breach of contract, however, if the situation results from conditions arising due to the other party or force majeure.

The Research Council must give written notification of defect in service without undue delay after the breach of contract has been discovered or should have been discovered.

Breach of contract by the Research Council arises if the Research Council does not fulfil its obligations in accordance with this contract.

12 Duty to notify

The Supplier must notify the Research Council without undue delay about conditions that the Supplier knows or should know may have an impact on the performance of the Assignment, including any unanticipated delays. The supplier must be able to document when and where such notification has been provided.

12.1 Remediation and cancellation of individual assignments

If the supplier is in breach of his obligations in connection with an assignment, the Research Council may require the supplier to remedy the breach if this is possible. Correction can be done by correction or delivery. It is a measure of the remedy that the performance should have the agreed quality.

In the same way, if the Research Council claims that there is a breach, the supplier may be required to provide relief before other breach of authority can be used.

The supplier shall commence and carry out the work on remediation without undue delay.

To the extent that the assistance does not result in a delivery of satisfactory academic quality within a reasonable time thereafter, the Research Council may terminate the agreement on the individual assignment. It cannot be billed for unused material.

12.2 Withholding of payment and interest on late payment

In the event of default, the Research Council may withhold payment, but no more than that default appears to constitute the total remuneration.

If the Research Council is in breach of its obligation to pay uncontested invoices in accordance with point 7.2, the supplier may claim interest pursuant to Act 19 December 1976 No. 100 on interest on late payment.

12.3 Cancellation

Either Party may terminate this Frame Agreement with immediate effect if the other Party materially breaches its obligations under the Frame Agreement or it is clear that material breach will occur. Significant breaches may also occur in the event of repeated breaches of the contractual requirements for individual assignments.

The Research Council may also cancel the contract if the composition of the staff offered is changed so that the competence is significantly weakened.

If, in connection with the supplier's business, debt negotiations, a chord or bankruptcy or any other form of creditor management opens, the Research Council's right to withdraw pursuant to the first paragraph applies correspondingly.

12.4 Compensation

The Research Council may claim compensation for any probable loss that can reasonably be attributed to delay, defect or other breach on the part of the supplier, unless the supplier proves that the breach or the cause of the breach is not due to him or circumstances within his control.

The compensation must include the Research Council's direct loss. Losses due to extra work and other costs or expenses The Research Council incurred in the event of default are regarded as direct losses.

The compensation is limited to an amount corresponding to agreed remuneration excl. value added tax or an agreed upper estimate for each individual assignment.

If the supplier or someone responsible for gross negligence or willful intent does not apply the aforementioned limitation of damages in the second and third paragraphs.

12.5 Change of personnel

If persons on the staff assisting the Research Council do not carry out their duties satisfactorily, the Research Council may require the supplier to provide another with the necessary expertise.

13 Force majeure

Should an extraordinary situation beyond the parties' control arise that makes it impossible to fulfil the obligations set forth in this contract and that is regarded as force majeure under Norwegian law, the other party must be notified of this as quickly as possible. The affected party's obligations will be suspended as long as the extraordinary situation lasts. The other party's required services will be suspended during the same time period.

In situations of force majeure, the other party may only cancel the contract with the consent of the affected party, or if the situation lasts or is expected to last more than 90 – ninety – calendar days calculated from the point in time when the situation arises and then only with 15 – fifteen – calendar days' notice.

In connection with situations of force majeure, the parties have a reciprocal duty to inform one another of all conditions that must be presumed to be of significance for the other party. Such information must be conveyed as quickly as possible.

14 Provisions in accordance with regulations on pay and working conditions in public contracts

Pursuant to the Regulations on Wage and Working Conditions in Public Contracts, February 8, 2008, No. 112, pursuant to the Act of July 16, 1999, No. 69 on Public Procurement § 11a, the following applies between the parties:

Employees of the supplier used in the performance of services for the Research Council of Norway shall not have poorer pay and working conditions than that provided by the applicable national-wide collective bargaining agreement or that which is otherwise normal for the place and profession concerned.

At the request of the Research Council of Norway, the supplier shall document the pay and working conditions of employees who contribute to the execution of the contract.

The Research Council of Norway reserves the right to impose necessary sanctions if the supplier does not comply with this clause on pay and working conditions. Penalties shall be appropriate to influence the supplier or subcontractor to comply with the clause.

15 Disputes

15.1 Choice of law

The parties' rights and obligations set forth in this contract are subject in their entirety to Norwegian law.

15.2 Negotiations

Should a dispute between the parties arise regarding the interpretation or legal consequences of the contract, an attempt must first be made to resolve the dispute by negotiation.

15.3 Mediation

Should a dispute in connection with this contract fail to be resolved by negotiation, the parties may attempt to resolve the dispute by mediation.

The parties may choose to use the Norwegian Bar Association's rules for mediation with a lawyer, or a modified version as agreed to between the parties. The parties must agree on a mediator who has the expertise that the parties believe is most suitable with regard to the dispute.

The details of the mediation proceedings are to be decided by the mediator in consultation with the parties.

15.4 Trial or arbitration

If a dispute is not resolved by negotiation or mediation, each of the parties may demand that the Norwegian courts take a final decision on the dispute.

The Research Council's business address is to be used to determine the court of venue.

Alternatively, the parties may agree that arbitration in Norway will be used to arrive at a final decision on the dispute. Each of the parties will appoint an arbitrator. Within 1 – one – month, the arbitrators appointed by the parties will then appoint a third member to the arbitration tribunal, who will serve as the tribunal's chairperson. The provisions in the Arbitration Act of 14 May 2004 also appl

Appendix 1: Competition Basis – RRI Advisers for Partnership and ERA-NET

Appendix 2: Offer for Tender – RRI Advisers for Partnership and ERA-NET