

# Appendix Instructions for SSA-D – Operational Services Agreement – version 2015

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## Appendix 1: Customer requirements specification

*Must be completed by the Customer. The Customer shall in Appendix 1 specify what the Contractor shall complete in the other Appendices.*

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

The Customer shall describe the purpose of the procurement here.

The Customer shall describe the needs the operational services shall meet, including the number of users, locations, quality requirements for the operational services (availability, response time, etc.), and requirements for the establishment of services (commencement date, the extent to which partial deliveries shall be used, etc.).

### **The Agreement, clause 2.2.7 Plans and exercises for emergencies and disasters**

If the frequency of emergency and catastrophe exercises from clause 2.2.7 of the Agreement must be stated, this shall be stated here.

### **The Agreement, clause 2.2.9 New versions of software**

If the Customer needs part or all of the operational services to follow a different upgrading schedule than the Contractor's general upgrading schedule, this shall be stated here.

### **The Agreement, clause 2.2.10 Life cycle management - contemporariness**

If the Customer does not want the Contractor to bear total responsibility for the life cycle management of software and equipment, this must be stated here.

### **The Agreement, clause 4.4 Discharge of the Agreement**

If the Customer wants to specify which information the Contractor shall, as a minimum, deliver in connection with the preparations for any conclusion of a new operational services agreement and when this should happen, this shall be stated here.

### **The Agreement, clause 5.1 The responsibility of the Contractor for its performance**

If the Customer wants to stipulate a requirement that the Contractor must comply with given standards or quality systems, this shall be specified here. The same applies to any requirements concerning the Contractor's documentation of how standards or quality systems are complied with.

The Customer shall describe the requirements for the Contractor's integration, management and coordination between the various actors/contractors that are of importance for the operational services in connection with establishment, testing and operation.

If the Contractor will not bear total responsibility for the life cycle management of software, equipment and the other deliverables that are necessary to sustain the agreed service level, the Customer shall specify this here.

The Customer shall specify which third-party deliverables the Contractor shall manage on behalf of the Customer here. The licence terms and conditions shall be appended in Appendix 10.

**The Agreement, clause 9.1 General external legal requirements and measures**

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 this Agreement. The Customer shall specify the relevant requirements here.

**The Agreement, clause 9.3 Personal data**

Further provisions governing how personal data shall be processed, including relevant security measures and requirements for storage times and deletion, etc. shall be set out here.

## Appendix 2: Contractor solution specification

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

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

### **The Agreement, clause 2.1.2.6 Takeover of the Customer's infrastructure by the Contractor – verification, etc.**

The Contractor shall describe the assumptions on which its solution specification is based here.

### **The Agreement, clause 2.2.9 New versions of software**

If new versions of software that is used to deliver operational services shall follow the Contractor's general upgrading schedule, the recommended upgrading schedule shall be stated here.

### **The Agreement, clause 5.1 The responsibility of the Contractor for its performance**

If the Contractor will not bear total responsibility for the life cycle management of software, equipment and the other deliverables that are necessary to sustain the agreed service level, this shall be stated here.

Any standard software included in the deliverables, and which must be delivered under standard licence terms and conditions, shall be specified here. The licence terms and conditions shall be appended in Appendix 10.

### **The Agreement, clause 6.1 Expertise**

The Contractor shall stipulate requirements concerning any special expertise the Customer's personnel, who play a role in following up the operational services, must have, here.

### **The Agreement, clause 6.2 Facilitation, etc.**

Detailed requirements concerning the Customer contributions with respect to ensuring the Contractor can perform its duties, by for example granting the Contractor the necessary access, physically and/or electronically, shall be set out here.

### **The Agreement, clause 9.1 General external legal requirements and measures**

The Contractor shall describe how the legal requirements, or requirements that are specific to the party in question, that are of relevance to the conclusion and implementation of this Agreement (and which are described in Appendix 1) shall be addressed through its solution here.

## Appendix 3: Description of what is to be operated

*Appendix 3 must be completed by the Customer.*

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

*The Appendix shall contain the Customer's description of all the software, equipment and infrastructure the Contractor will operate.*

The versions of software the Customer is using, any upgrading schedule, whether customisations have been made, any integrations, etc. should be specified. The software and equipment included in the Contractor's standard operational services shall not be described.

The Customer may describe the architecture and system landscape within which the operational services shall be performed and function, if this is relevant for the operational services the Contractor shall perform.

If the Contractor shall take over the Customer's equipment and operate this going forward, the Customer shall describe all the equipment that the Contractor shall take over, all the software, with a statement of versions, etc., and any warranties and maintenance agreements that the Contractor shall take over.

If the operational services include integration with systems that will not be operated as part of the operational services, the integrations must be described in detail. The location shall be stated. If the systems will be operated by others other than the Customer, the relevant conditions in the agreements the Customer has with the third-party contractors must be appended.

## Appendix 4: Project and progress plan for the establishment phase

A general progress plan for the establishment of the operational services shall be provided here.

### **The Agreement, clause 2.1.1.2 Partial deliveries**

If partial deliveries are to be used, this shall be described in more detail here.

If a joint test shall be conducted before the commencement date and approval period for partial deliveries that will be used together, this shall be stated here.

If an approval period shall be agreed for partial deliveries other than that stipulated in the Agreement's clause 2.1.1.2, this shall be stated here.

If one or more partial deliveries shall be exempt from the combined testing, this shall be stipulated here.

### **The Agreement, clause 2.1.2.3 Testing plans**

Deadlines for the preparation of a plan for testing the operational services prior to the commencement date, shall be stated here.

If the Customer may stipulate requirements for the acceptance criteria and the framework for the test plan otherwise, including whether or not the Customer wishes to participate in preparing the test plan, this shall be stipulated here.

If the Contractor's proposed test plan shall not be submitted for the Customer's approval or a deadline is to be agreed for the Customer's approval other than that stipulated by the Agreement's clause 2.1.2.3, this shall be stated here.

### **The Agreement, clause 2.1.2.6 Takeover of the Customer's infrastructure by the Contractor – verification, etc.**

If the Contractor shall take over all or parts of the Customer's current software, equipment and infrastructure (assets), the content, scope and dates for the Contractor's examinations shall be described here.

### **The Agreement, clause 2.1.6.1 Duration**

If the Customer has agreed a duration for the approval period that differs from that stipulated in the Agreement's clause 2.1.6.1, this shall be stated here.

### **The Agreement, clause 2.1.6.4 Defect management**

If the deadline for rectifying errors will be anything other than the end of the approval period, this shall be stated here.

### **The Agreement, clause 4.1 Duration (duration of the Agreement)**

The establishment phase shall be described here.

The commencement date for ordinary operation shall be stated here.

If a duration other than three (3) years, counting from the commencement date, is agreed for ordinary operation, the Customer shall specify this here.

### **The Agreement, clause 11.5.2 Liquidated damages in the case of delay**

Deadlines other than the commencement date or delivery data to which liquidated damages are linked, shall be stated here.

If liquidated damages, a calculation basis or other periods for liquidated damages deviate from what is stipulated in the Agreement's clause 11.5.2, this shall be stated here.

If it has been agreed that total liquidated damages may exceed 15 per cent of the contract price, the Customer shall specify this here.

## Appendix 5: Service level with standardised compensations

*The Appendix can be completed by the Customer, by the Contractor or by both.*

*If the Customer has detailed wishes concerning how the service level shall be defined and followed up, the Customer shall describe these in Appendix 5.*

*If the Customer wants to use the Contractor's standard service level agreement, the Customer must, in Appendix 1, ask the Contractor to complete Appendix 5 as part of its tender.*

*The Customer can describe limits for what the Contractor shall fill out in Appendix 5, however, if the requirements stipulated by the Customer are too detailed, this may make it impossible for the Contractor to offer its standard service level agreement.*

### **The Agreement, clause 2.2.2 Undesirable incidents**

The Customer can stipulate deadlines for the management of various categories of undesirable incidents or ask the Contractor to fill in the deadlines they offer here in Appendix 5. Alternatively, the deadlines can be stated in the Contractor's standard service level agreement, which can be attached as an appendix to this Appendix 5.

If the Customer wants to classify undesirable incidents in a manner other than that stipulated in the Agreement's clause 2.2.2, this shall be specified here.

Level	Category	Description

### **The Agreement, clause 2.2.5 Reporting**

If the Customer wants to stipulate requirements concerning how the service level shall be measured and how often the Contractor shall report, this shall be stated here.

Deliverables for which service level shall be calculated:

#### Availability of operational services

The Customer will normally want a higher level of availability in the production environment than in, for example, test and course environments. The Customer may want the ability to increase the required availability in test and course environments for particular periods (when acceptance tests are being conducted, courses are being held, etc.). The Customer may also want to differentiate the availability requirements in the production environment if, for example, there are periods that are especially critical or when heavy traffic is expected.

Example of measuring and calculating service level, requirements it might be relevant to stipulate, routines, etc.



It is normal to measure availability using the following formula:

$$\text{Availability} = (1 - (N - P) / D) * 100$$

- P: Downtime in connection with planned work pursuant to the plan for the maintenance of the solution (maintenance window).
- D: Operating time in minutes - total number of minutes in the specified service period
- N: Downtime in minutes - the time the solution has been unavailable and this is due to factors for which the Contractor is responsible, i.e. not force majeure or other factors outside the control of the Contractor, and not factors that are due to the Customer.

The Customer's availability requirements are stipulated as percentages. It is not certain that equally strict availability requirements need to apply round the clock, and perhaps not during weekends and public holidays.

It may be relevant to specify different availability requirements for different environments, for example, for the production environment, different test environments, environments that are used for training, etc.

It may also be relevant to stipulate the number of stoppages during the measurement period, and the maximum length of the stoppage.

The Customer may stipulate a requirement that the Contractor must ensure the services are monitored and that deviations from the agreed service level must be reported to the Customer. The Customer can also stipulate a requirement that it be notified in the event of serious deviations. Routines for this can be described in Appendix 6.

#### The Contractor's response time

The Customer may wish to stipulate requirements concerning how quickly the Contractor shall respond to enquiries in the reporting of incidents, troubleshooting or requests for changes to the operational services. If user support is included in the operational services, it may be relevant to stipulate requirements concerning response times for this service.

The requirements for response times can be split into response time (enquiry answered) and incident management started. It is not common to stipulate requirements concerning how quickly the problem should be resolved, although for serious incidents it is normal to stipulate a requirement that the Contractor should work continuously until the error has been rectified.

The Customer can stipulate requirements concerning how, and how often, the Contractor should report.

### **The Agreement, clause 11.5.3 Financial compensation for failure to achieve the agreed service level**

Upon failure to achieve the agreed service level, the Customer may demand financial compensation in accordance with the standardised rates as agreed here.

The Customer can stipulate requirements concerning how financial compensation will be calculated. It is common to use a percentage rate. It may be relevant to apply different percentage rates to different environments (course environments, test environments, etc.).

## Appendix 6: Administrative provisions

### **The Agreement, clause 2.1.3.2 Facilitation on the part of the Customer**

The Customer shall describe any information from third parties to which the Contractor will have access in connection with the establishment of operational services here.

If the Contractor shall stipulate its requirements for the Customer's contributions, as well as its requirement for information from third parties, the Customer shall ask the Contractor to specify this here.

### **The Agreement, clause 2.2.3 Changes in the operating environment initiated by the Contractor**

The Customer shall specify any requirements concerning routines for the Contractor's notification of changes associated with operational services here.

### **The Agreement, clause 2.2.6 Documentation**

The Customer shall specify which documentation the Contractor shall make available to the Customer here.

### **The Agreement, clause 2.2.8 Audits**

The Customer shall specify whether audits can be conducted more often than once per year here.

The Customer shall stipulate any deadlines for notifications about audits and detailed procedures for their execution, etc., including use of auditors, here.

If the Contractor will stipulate deadlines for notifications about audits and detailed procedures for their execution, etc., including use of auditors, the Customer shall specify this here.

### **The Agreement, clause 3.1 Right to change the contents of the Agreement (service change)**

If the Customer shall be able to demand changes that for technical reasons cannot be performed without the Contractor making changes to its standard operational services, the Customer shall specify this here.

### **The Agreement, clause 3.2 Change estimate**

If the Customer shall be able to specify deviations from clause 3.2 of the Agreement concerning change estimates, this shall be stated here.

### **The Agreement, clause 5.2 Requirements as to the resources and expertise of the Contractor**

The Contractor's key personnel shall be listed here.

The Contractor's key personnel:

Name	Category	Area of expertise

**The Agreement, clause 5.5 Use of subcontractors**

The Contractor's approved subcontractors shall be listed here.

**The Agreement, clause 5.6 Cooperation with third parties**

If the Customer finds it necessary for the Contractor to work with a third party for the performance of the tasks under this Agreement, the Customer shall define the scope of such cooperation here.

**The Agreement, clause 5.7 Wages and working conditions**

Documentation showing the Contractor's compliance with the Contractor's obligations as stipulated in clause 5.7 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.

**The Agreement, clause 6.3 Use of a third party**

If the Customer shall use third parties to perform the Agreement, these shall be listed here.

**The Agreement, clause 7.1 Meetings**

Regular meetings shall be held between the contact persons of the Customer and the Contractor during the Agreement term. Types of meetings, their frequency and convening, as well as the parties' participants, shall be stated here.

**The Agreement, clause 7.4 Form of communication - in writing**

If it has been agreed that notices, requirements or other enquiries associated with this Agreement must 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, the Customer shall specify this here.

**The Agreement, clause 9.3 Personal data**

The Customer shall list here any approved subcontractors that may store, process or delete personal data.

### **The Agreement, clause 16.3 Independent expert**

The parties shall in connection with the conclusion of the Agreement appoint an independent expert, whose name shall be specified here, and who shall hold such qualifications as the parties believe to be the most appropriate in the light of the Agreement. The expert shall be named here.

## **Appendix 7: Total price and pricing provisions**

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 in Appendix 7. The Customer must think through the price format (hourly rate, unit price, fixed price, target price, etc.) it is relevant to use and design tables and templates that the Contractor must complete pursuant to this.

### **The Agreement, clause 2.2.4 Ordering of supplementary services**

The Contractor shall describe its services and associated consideration in a service directory. The service directory shall be inserted here.

### **The Agreement, clause 2.2.7 Plans and exercises for emergencies and disasters**

If consideration models other than ordinary hourly rates are agreed for the Contractor's work on exercises for emergencies and catastrophes, this shall be stated here.

### **The Agreement, clause 2.2.9 New versions of software**

If the commissioning of software versions and patches shall not be included in the ongoing operational services consideration, this shall be stated here.

### **The Agreement, clause 3.2 Change estimate**

Documented costs in connection with the preparation of change estimates are carried by the Customer in accordance with the prices and terms applicable to supplementary work, unless the Contractor has stated standard prices for the preparation of change estimates here.

### **The Agreement, clause 4.2 Cancellation during the establishment phase**

The Customer may stipulate a cancellation fee for the establishment phase here. If this is done, the Customer cannot be charged for the costs associated with reassigning the Contractor's personnel (point b) or the Contractor's other documented direct costs (point c). The Customer should be cautious when it comes to setting the cancellation fee too low, since this could result in the Contractor stipulating reservations that will result in rejection.

If the Customer has agreed a separate consideration for the establishment phase, the total cancellation fee for the work and reassignments costs shall not exceed this amount.

If the Customer neither has stipulated a cancellation fee or the consideration for the establishment phase cannot be determined from an overall assessment of Appendix 7, there is no upper limit to the size of the consideration the Customer shall pay to the Contractor. In such circumstances the Customer could be liable for the amounts/costs stipulated in points a) to c).

### **The Agreement, clause 4.3 Cancellation during regular operations**

If the cancellation fee for cancelling operational services in regular operations shall deviate from clause 4.3 of the Agreement (cancellation during regular operations), the Customer shall state the size of the consideration here.

### **The Agreement, clause 5.6 Cooperation with third parties**

Any consideration for the Contractor's cooperation with third parties must be agreed here.

### **The Agreement, clause 8.1 Consideration**

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

If disbursements, including travel and subsistence costs, will be paid, this shall be stated here. If the rates will differ from the state's applicable rates, this must be stated here.

If travel time shall be invoiced, this shall be stated here. The rates for this must similarly be stated.

### **The Agreement, clause 8.2 Invoicing**

The payment schedule and other payment terms, and any terms and conditions relating to the use of Electronic Trading Format (EHF), shall be set out here.

### **The Agreement, clause 8.5 Price adjustments**

Prices for operational services and hourly rates may be adjusted at the beginning of every calendar year by an amount equivalent to the increase in the retail price index (the main index) of Statistics Norway, with the reference index value being the index value for the month in which the Agreement was formed, unless a different index value is agreed here.

Any other provisions pertaining to price adjustments shall also be set out here.

### **The Agreement, clause 8.6 Guarantees**

If the Contractor shall pledge security for the maximum liability for damages the Contractor assumes under the Agreement, the Customer shall require here that a bank or parent company guarantee be issued.

# Appendix 8: Changes to the general contractual wording

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

*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.*

Clause	Shall be replaced by

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

## The Agreement, clause 2.2.4 Ordering of supplementary services

The Customer may order supplementary services in relation to regular operations. The services and the consideration relating thereto are described in the Contractor’s service directory, which is included in Appendix 7.

Additional services that are ordered shall be registered in the changes directory here in Appendix 9.

Example of change directory:

Change no.	Description	Effective date	Archive reference

## The Agreement, clause 3.4 Documentation of the change

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.



## Appendix 10: Standard terms and conditions for third-party deliveries

*Include any standard terms and conditions associated with the following here:*

- 1. third-party deliverables that the Contractor manages on behalf of the Customer as part of the operational services, and*
- 2. other standard third-party deliverables where the Customer has explicitly accepted that the Contractor's liability is limited*

### **The Agreement, clause 5.1 The responsibility of the Contractor for its performance**

The Customer shall include standard terms and conditions in third-party deliverables that the Contractor shall manage on behalf of the Customer here.

The Contractor shall append the standard third-party licences here in those cases where the Customer has accepted that the Contractor's liability is limited.