

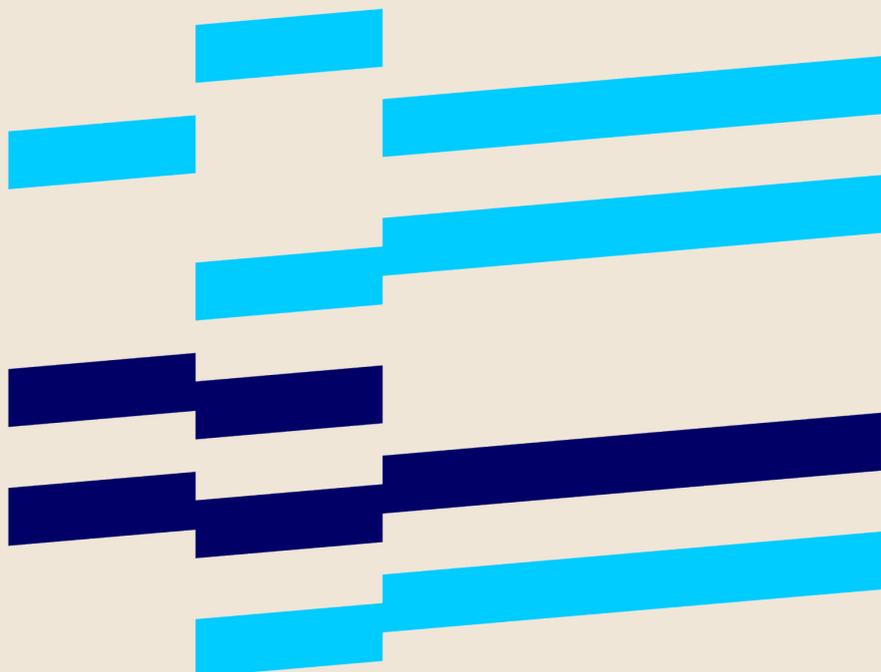


Difi

Direktoratet for
forvaltning og ikt

Appendix to the Agreement concerning Ongoing Purchases of Services via the Internet

The Norwegian Government's Standard Terms and
Conditions for IT Procurement
Appendix to SSA-L – version 2018



Appendix to SSA-L – Agreement concerning Ongoing Purchases of Services via the Internet – version 2018

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This document provides guidance in text boxes linked to the completion of appendices. The guide is not intended to be exhaustive and the appendices must always be adapted to the individual procurement. The document contains cross references to the Agreement, whereby the Agreement opens up regulations/completion of the appendices. The guidance text must be deleted on completing the appendices. If you do *not* change the Agreement, the headings/cross-references must also be deleted. In other words, the headings must only remain where you add text. Where appendices are left blank, it is natural to remove the appendix and tick "no" in the Agreement’s clause 1.2. The numbering must be retained, however, even if some appendices are removed, to avoid errors on adjusting the ranking order of the appendices.

Notification of any errors, ambiguities, or other input concerning the guidelines should be directed to: ssa-post@difi.no with "SSA-L" as the introduction in the subject line.

Appendix 1: Customer specification of requirements

Clause 1.1 of the Agreement, Scope of the Agreement

[Any text]

Concerning the scope of the Agreement

The Agreement concerns the ongoing provision of services via the Internet ("as-a-service"). This could be, for example, cloud services/subscription services. The Agreement also includes operation and maintenance of the service in question. The Agreement is best suited for delivery of standard services.

Service deliverables of this kind are often divided into three main categories:

- Infrastructure-as-a-service-"IaaS"
- Platform-as-a-service – "PaaS"
- Software-as-a-service – «SaaS»

The categories are distinguished by various different flexibility and control:

- IaaS:
 - Delivery of data infrastructure via a network
 - The Customer has control of what the infrastructure is used for: applications, servers, operating systems and/or storage
- PaaS
 - Delivery of the platform/operating environment where the Customer can introduce or develop applications
 - The Customer is in control of its own applications, but does not have control of networks, servers, operating systems or storage
- SaaS
 - Starting point: Delivery of existing software applications
 - The Customer is not in control of applications, networks, servers, operating systems or storage opportunities

The Agreement is appropriate for all service categories. However, in the case of complicated operating services related to systems and/or multiple applications, SSA-D may be better suited. Where the Customer needs a partner for application management and optimisation of the cloud services/applications to which the Customer already has access, a consultant agreement will be better suited; the Consultancy assignment agreement (SSA-O) or Agreement on consultant services (SSA-B)/The individual assistance agreement (SSA-B individual).

More about installations/configuration/customisations/integrations

Even though the Agreement is best suited for the delivery of standard services, it is possible to perform installation, configuration, customisation and/or integration under SSA-L. The Customer's requirements associated with this must be stated in the specification of requirements. Where it is necessary for the Supplier to understand which systems/platforms the service will be integrated with or customised to, the

More details about completing the specification of requirements

In Appendix 1, the Customer must specify its requirements of the service to be delivered, and any requirements for the installation, configuration, customisation and/or integrations for which the Supplier will be responsible.

The requirements should to the greatest possible extent be need- or function-based requirements, but the Customer can also specify technical requirements, including minimum requirements/absolute requirements that must be met in order for the solution to meet the needs of the Customer.

The Customer usually prepares a table of requirements. The table of requirements should include which type of requirements the Customer has described and how this will be considered in the competition. It is important that the Customer is aware of its own wordings in its specification of requirements in terms of the minimum requirements, the requirements to be described by the bidder, and/or the requirements to be evaluated.

One way of designing the table of requirements is to have one or more columns to the right, where the Customer specifies which category the requirement belongs to. This ensures predictability. If the Customer is certain that the requirement they specify is a minimum requirement/absolute requirement, this should be stated in the column. The requirements can e.g. be specified with the letters A, B, C, etc. If such a table is used, the Customer should indicate the consequences of a requirement belonging to the various different categories. A may, for example, be a minimum requirement/absolute requirement that must be fulfilled (and where non-fulfilment would normally indicate that the bid must be rejected). Such a requirement is not evaluated in addition this (the fact that there are different ways to fulfil the requirement does not give different outcomes, since the requirement is evaluated as fulfilled or not fulfilled). Absolute minimum requirements should be limited to the cases where they are strictly necessary in order to avoid limiting the competition unnecessarily and to avoid mandatory rejections which the Customer does not wish to have.

B and C requirements may be functions/needs that the Customer wishes to be fulfilled, but which will not result in rejection if the requirement is not fulfilled. For example, it may be specified that B requirements are considered to be more important than C requirements, and that B requirements will result in higher evaluations than C requirements, etc. Alternatively, it can be specified that B requirements and C requirements, etc., will give evaluations subject to various

It is important to specify that the appendices are to be contract documents that it must be possible to enforce after signing. They must therefore be formulated as obligations in the contract phase. In other words, they must not include instructions or guidance from the competition phase. A requirement that begins with "The bidder must describe..." is not a requirement that is suitable to use as a contract text. This cannot be included as text in italics either, which is intended to be a guide to the bidders (to be replaced with the bidder's response), see the following example:

Example:

Appendix 1:

No.	Requirement	Category
1	The Supplier must deliver <a>	B
2	The Supplier must follow the procedure to fulfil the requirements <d> described in Appendix 2.	C
3	The solution must be compatible with software <nn>	A

Example:

Appendix 2:

No.	Requirement	Category	Response <i>(Text in italics is instructions to the bidder in the tendering phase and is replaced with the bidder's response)</i>
1	The Supplier must deliver functionality <a>	B	<p><i>The bidder must describe how the requirement will be fulfilled.</i></p> <p><i>The Customer expects the bidder to describe and <c></i></p> <p><i>This requirement will be evaluated under the allocation criterion <x></i></p>

2	The Supplier must follow the procedure to fulfil the requirements <d> described in Appendix 2.	C	<p><i>The bidder must describe the procedure that will be used to fulfil requirement <d>.</i></p> <p><i>The Customer expects the bidder to describe <e> and <f>.</i></p> <p><i>This requirement will be evaluated under the allocation criterion <y></i></p>
3	The solution must be compatible with software <nn>	A	<p><i>The bidder must confirm that compatibility with software <nn> will be provided/The bidder must describe how compatibility will be resolved so that fulfilment can be controlled by the Customer.</i></p> <p><i>Discrepancies will</i></p>

The clauses stated below are clauses in the Agreement text that refer to how in Appendix 1 the Customer can state or specify aspects of the service.

The Agreement's clause 3.4 Documentation and training

[Any text]

If the Customer is entitled to documentation of the service (standard product description, user guide, or other type of documentation that the Supplier normally provides with the service), the documentation requirements must be stated here.

Examples of documentation that may be required and requirements that can be made of the documentation:

Technical documentation

- Systems documentation with a detailed description of the standard system and the customisations, the manner of operation and the relationship between these
- Installation Guide with advice on choosing set-up, etc.

User documentation

- Description of the functionality of the standard system and the customisations
- Super-user/system administrator descriptions of the user organisation that demonstrate the linkages between different parts of the system, advanced user functionality, etc.

The documentation must be updated to match the delivered version of the standard system and the customisations. The documentation of the customisations must refer to relevant parts of the documentation of the standard system, so that the various parts of the documentation can easily be related to each other. It must be clearly and unequivocally specified which parts of the documentation of the standard system, if any, are not relevant as a consequence of the customisations made, as well as what, if anything, replaces such obsolete documentation.

If Customer agrees that the documentation provided may be delivered in a language other than Norwegian, this shall be stated here.

If the Customer has requirements concerning the Supplier's training of the Customer's personnel, the relevant requirements must be specified here.

Examples of training requirements that may be made:

Agreed training of the Customer's employees must take place professionally and to good professional and educational standards within the time schedule specified in Appendix 3. The training must be matched to the individual user groups' needs, e.g. end-users, super-users, system administrators, operations personnel and similar.

The training must take place on the premises of the Customer, and on the system, with customisations installed at the Customer's premises. Within a reasonable time before training commences, the Customer will provide the

Clause 3.5 of the Agreement Upgrading/maintenance of the service after the delivery date

[Any text]

If the Supplier is not responsible for testing and making standard upgrades to the service necessary for the service to fulfil the agreed requirements, including service level requirements in Appendix 4, during the Agreement period, the Customer must specify this here.

If the Customer has specific testing requirements after the Supplier has made changes to configurations, customisations and/or integrations for the Customer as a consequence of standard upgrades made to third-party deliverables, the Customer must specify this here.

Clause 3.6 of the Agreement Further development after the delivery date

[Any text]

The framework for further development of the services provided by the Supplier must be stated by the Customer here, unless the Customer wishes to use its own agreement for such further development. If the Customer wishes to use its own agreement for further development, this must be stated here.

If the Customer has special authorisation testing requirements for such further development, the Customer must state this here.

If Customer wishes the Supplier to proactively and continuously assess and propose changes to its own services for the Customer, the Customer must specify this here.

Clause 6.1 of the Agreement Information security

[Any text]

If the Customer has specific requirements for how information security is to be safeguarded by the Supplier, as well as for separation of data, the Customer must state this here.

Information security/separation of data concerns reducing the risk of information/data falling into the wrong hands. If the Supplier is to handle sensitive information under the service delivery, it will be particularly relevant for the Customer to state specific requirements for how information security/secure separation of data must be safeguarded by the Supplier. This may be trade secrets, special categories of personal data, or similar.

If the Customer has specific requirements for how the Supplier is to ensure that supplier(s) of third-party deliverables undertake the adequate and necessary safeguarding of the Customer's data, the Customer must state these here.

For example, the Supplier may be required to present an agreement with third

Clause 6.2 of the Agreement Personal data

[Any text]

Should the Customer have any further requirements as to how personal information shall be processed, the Customer must state this here.

"Personal Data" is any information concerning an identified or identifiable physical person (the "Data Subject"). These are typically names, addresses (including IP addresses), telephone numbers, or information describing an actual person. The term is broadly applied. Personal data will typically be required to be processed in HR, payroll, accounting, ERP, CRM, archive, e-mail and case management systems.

There are two basic operators when personal data is processed:

1. Data controller *Whoever determines the purpose and which remedies are to be used* in connection with the processing of personal data. A data controller may be a physical or legal person, an official authority, an institution or any other body.
2. Data processor The processor of personal data on behalf of the data controller. Like the data controller, this may be a physical or legal person, an official authority, an institution or any other body.

If the assignment concerns the processing of personal data on behalf of the Customer, the Supplier is the data processor, which entails that the Customer and the Supplier are obliged to enter into a data processor agreement in accordance with legislation on the protection of personal data. This will very often be the case for service deliverables under this Agreement.

If the Supplier processes personal data for their own purposes, in order to provide a service, the Supplier will be the data controller. This might, for example, be travel agency services, where names and other contact details are only necessary to provide flights/hotels. In this case, a data processing agreement is not necessary. (The Supplier is, however, the data controller on an independent basis, but this does not require any regulation/data processing agreement between the parties for this processing.)

If the Customer has any further requirements relating to the Supplier's information security measures, the Customer must specify this here. For example, it may be relevant for the Customer to relate further requirements to this, if the Customer wishes to set requirements for measures beyond the minimum statutory requirements.

The requirements for such measures may, for example, be pseudonymisation and/or encryption of personal data.

If the Customer has any further documentation requirements relating to the information system and the security measures, the Customer must state this here.

Clause 7.1 of the Agreement The rights of the parties

[Any text]

This Agreement will not change the copyright, right of disposal or property rights held by the parties prior to the Agreement, and which they retain during the performance of the Agreement. Additionally, no intellectual property rights are transferred to the Customer on the performance of the Agreement. If any rights are to be transferred, the Customer must describe this here. The Supplier must describe how these rights are changed in Exhibit 2.

It will seldom be relevant for the Customer to include deviating regulation of this area under SSA-L. It may, however, be relevant to regulate this differently in cases where, as part of the service, further development is undertaken on behalf of the Customer. In these cases, it should be considered whether the Customer or the Supplier is to hold the rights to what has been specially developed for the Customer.

Clause 8 of the Agreement Reconstruction of data

[Any text]

In accordance with the Agreement, the Supplier's responsibility for costs related to reconstruction of data is limited to recovery of data from the last back-up copy, and responsibility for additional costs which accrue if the Supplier has not made a back-up copy. If Customer wishes the Supplier to take responsibility for costs in addition to this, it must be specified here.

Appendix 2: The Supplier's description of the service

This Appendix must be completed by the Supplier. Appendix 2 usually has tables equivalent to Appendix 1, but also tables in which the Supplier can respond to the requirements, see the example in Appendix 1.

As stated in Appendix 1, it is important to give the Supplier clear instructions on how to complete the table of requirements. It may be a good idea for the Customer to create an instruction manual/guide for how the Supplier should complete Appendix 2. This instruction manual/guide may be added here.

It is important that the Supplier does not change the requirements set by the Customer. The Supplier must only complete the specification of requirements and describe its service so that the Customer can see how the Supplier will deliver the service (solution specification). It is important to make the Supplier aware that deviations from the Customer's requirements may cause the bid to be rejected by the Customer, if the Supplier is participating in a competitive tender in accordance with the procurement regulations. See the additional guidance relating to minimum requirements/absolute requirements in Appendix 1.

Clause 1.1 of the Agreement, Scope of the Agreement

[Any text]

If the Supplier is of the view that there are obvious errors or ambiguities in the Customer's specification of requirements, the Supplier must point this out here.

Clause 2.1 of the Agreement The service

[Any text]

On the basis of Appendix 1 (the Customer's specification of requirements), , the Supplier must describe its service here.

The Supplier must also describe the requirements that may be made of the Customer's technical platform in order for the Customer to be able to use the service. The Supplier will know which type of technical platform the Customer must have in order for the Supplier's service to function in accordance with the requirements set by the Customer. The Supplier must therefore provide information to the Customer if the Customer's technical platform/operating environment needs to be upgraded in order for the Supplier's service to be able to function.

Clause 6.2 of the Agreement Personal data

[Any text]

If, in the performance of the service, the Supplier is to process personal data, the Supplier must describe how satisfactory processing in line with the personal data protection regulations will be achieved and performed here.

If personal data in connection with the performance of the assignment is to be transferred to countries outside the EEA area, the Supplier must refer to the relevant transfer basis (the legal authority for transfer to abroad) and to documentation showing that that the terms for a transfer basis are fulfilled.

The relevant transfer basis may be the EU's standard contracts/EU model agreements, the Privacy Shield agreement (transfers to the USA), or binding corporate rules.

If the Customer has not prepared a draft data processor agreement, the Supplier will attach a draft as an attachment to Appendix 2. The data processor agreement must be entered into before the processing of personal data begins. The data processor agreement must be in writing, including an electronic version.

Under the new Norwegian Personal Data Act of 2018, there are a number of new requirements concerning the content of the data processor agreement. The Agreement will determine the purpose and the duration of the processing, the purpose and nature of the processing, the type of personal data, and categories of data subjects, as well as the rights and obligations of the data controller. In addition, the data processor agreement must include all of the conditions in (a) to (h) of Article 28 of the General Data Protection Regulation. no. 3.

Clause 7.1 of the Agreement The rights of the parties

If, in Appendix 1, the Customer has indicated that the copyright, disposal, or property rights of the parties prior to the Agreement may be changed, here the Supplier must describe how these rights will be changed.

Clause 8 of the Agreement Reconstruction of data

If, in Appendix 1, the Customer has specified that the Supplier takes responsibility for costs beyond the terms of clause 8 of the Agreement, the Supplier must specify its obligations in this regard.

Appendix 3: Plan for the establishment phase

Clause 1.2 of the Agreement

[Any text]

In many cases there will be no need for a separate plan for the establishment phase or for the completion of the following clauses. In such case, it may be natural to remove Appendix 3. In this case, "no" must be ticked in clause 1.2 of the actual Agreement.

Clause 3.1 of the Agreement Plan for the establishment phase

[Any text]

If there is a need for an establishment phase, the plan for the establishment phase must be included here. For many ongoing service deliverables, there will be no need for an establishment phase, since the Customer only receives log-in details when the service is available (delivery message) without the need for further details concerning the establishment phase.

If a plan is to be drawn up for the establishment phase, it must include a description of roles and responsibilities, as well as a progress plan.

To the extent that installation, configuration, customisation and/or integrations have been agreed, the progress plan and role distribution for this must also be described in the plan. The parties will cooperate on drawing up the plan.

Unless the Customer has clear milestones to be communicated in the competition phase, as a general rule nothing must be completed here in conjunction with the procurement announcement. The final plan is attached by the Customer when it has been prepared (after contract signing).

Clause 3.2 of the Agreement Delivery deadline and delivery notification

[Any text]

Here, a deadline for when the service shall be available must be entered. If the deadline is a minimum requirement/absolute requirement in the competition, the Customer must enter the deadline here. If this is a competition element, see below, the bidder must enter the deadline in its bid.

The time when the deadline is entered here depends on how it is handled in the competition. In connection with the procurement announcement, the Customer may specify a minimum requirement/absolute requirement for when the service is to be available. Alternatively, the deadline may be clarified with the selected Supplier prior to contract signing. The deadline can also be a competition element between the bidders that are evaluated. In this case, the deadline will not be entered here until

Clause 3.3 of the Agreement Approval testing and delivery day

[Any text]

If the deadline for investigating the service is not to be within 10 business days after the service has been made available to the Customer, the Customer must state a deviating deadline here.

If the Customer requires a different definition of error during the approval test than specified in clause 3.3 of the Agreement, the Customer must state this here. For example, it may be relevant for the Customer to define errors differently than specified in clause 3.3 of the Agreement, if the Customer believes that certain errors are critical or serious for the Customer, even though the error would not be deemed to be critical on the basis of an objective assessment.

If the Customer wishes to provide a more detailed description of the nature and scope of the approval test, and other approval criteria or deadlines than stated in clause 3.3 of the Agreement, the Customer must state this here. For example, it may be relevant for the Customer to give a more detailed description of the nature and scope of the approval test if the service consists of several services that, according to Customer's Appendix 1, can be delivered as part-deliverables. In this case, it will often be necessary to have an overall approval test after the various part-deliverables have been approved, in order to determine whether an error in a previous part-deliverable has arisen as a consequence of interaction with other

The Agreement's clause 3.4 Documentation and training

[Any text]

If the Supplier's documentation, as defined in clause 3.4 of the Agreement, is to be delivered at another time than when the Customer's approval test starts, the Customer must state this here.

Clause 3.6 of the Agreement Further development after the delivery date

[Any text]

Here, the Supplier must specify a progress plan for the further development of the services, within the framework described by the Customer in Appendix 1.

Clause 9.2.3 of the Agreement Liquidated damages in the event of delay

[Any text]

If the Customer wishes to relate liquidated damages to other times than the agreed time of delivery (delivery date), the Customer must state these times here.

Any other rates for liquidated damages, a different calculation basis and/or other periods for liquidated damages must be stated by the Customer here.

Appendix 4: Service level with standardised damages

Clause 2.1 of the Agreement

[Any text]

This appendix governs the service level ("SLA") associated with, for example, service uptime, operation, user support and/or maintenance. The Appendix can be completed by the Customer, by the Supplier, or by both.

If the Customer has requirements concerning (the framework for) the service level, this must be stated here.

If the Customer wishes to use the Supplier's standard service level agreement as the basis for the service, this must be stated here. In such case, the Supplier must add its standard service agreement here. For this type of service (ongoing standard services), this can often be beneficial for both parties. A customised service level for the Customer can increase costs.

If the Supplier itself defines the service level/compensation, the Customer should use the service level/compensation as an award criterion/subcriterion, so that the Customer can evaluate the service level and compensation for infringements.

Sometimes, the Customer itself should define the service level/compensation requirements because the service is, for example, mission critical. It is not certain, however, that equally strict availability requirements need to apply around the clock, and perhaps not during weekends and public holidays, either. The Customer must be aware that if the service level is set higher than the level which Suppliers in the industry normally apply to their standard service agreements, the Supplier will not be able to offer its standard service level agreement. The Customer is recommended to check the market before setting the framework for the level.

For inspiration concerning how an SLA appendix can be completed, see the guide to SSA-D Appendix 4.

Appendix 5: Administrative provisions

This Appendix is used to list all of the administrative routines for the contractual relationship and cooperation between the parties.

Clause 1.5 of the Agreement The representatives of the parties

[Any text]

Authorised representatives of the parties (who may act in matters relating to the Agreement) must be stated here.

(The authorised representatives should be agreed by the parties on signing the contract and are not required to be stated before this time.)

Procedures and notice periods for any replacement of authorised representatives can be specified here. (This can be completed by the parties after contract signing.)

Clause 5.1 of the Agreement Duration

[Any text]

If the Customer wishes the Agreement to have a different duration to that stated in clause 5.1, the Customer must state this here.

If the Customer wishes the Agreement to have a different date of entry into force to that stated on the front page of the Agreement (date of signing the Agreement) this must be stated here

Clause 5.2 of the Agreement Cancellation

[Any text]

If the Customer wishes it to be possible for the Agreement to be terminated in full or in part, with a shorter/longer term of notice than 3 (three) months, the Customer must state the deadline here

Clause 6.2 of the Agreement Personal data

[Any text]

If the Customer approves the processing of personal data by the Supplier's subcontractor (s), the names of the subcontractor (s) must be stated here.

Clause 11.2 of the Agreement Pay and working conditions

[Any text]

If there is a general collective wage agreement or nationwide collective wage agreement for the sector which the contract concerns, documentation of the Supplier's fulfilment of the obligations stated in clause 11.2 of the Agreement (pay and working conditions) must be stated here.

The documentation may consist of either an appended self-declaration or a third-party declaration showing conformity between the relevant collective wage agreement and the actual pay and working conditions for the performance of the Supplier's and any subcontractors' obligations.

If the Customer wishes to further specify the performance of clause 11.2 of the Agreement, this must be stated in Appendix 5

Clause 11.4 of the Agreement Form of written communication

[Any text]

If the Customer wishes notices, requirements or other notifications associated with this Agreement to be provided in a manner other than to the electronic address stated on the first page of the Agreement, this must be stated here.

Appendix 6: Total price and pricing provisions

All prices and the detailed terms governing the consideration to be paid by the Customer for the services provided by the Supplier must be set out here in Appendix 6.

The Customer must reflect on which price format (prices for different elements of the service, applications, modules, price per GB/month of data storage or bandwidth, and price per service performed (extract from statistics, etc.)), it will be most relevant to request.

Scalability of output and related payment is characteristic of this type of service delivery and it is important that this is reflected in the price provisions.

Here, the Customer must also specify any conditions that are set concerning the consideration, for example in terms of the number of simultaneous users.

The Customer must ensure that the prices provided by the Supplier are stated in comparable formats. If the Customer wishes the Supplier to be able to deliver its standard prices, the Customer must ensure that prices are not requested in other price formats than are customary in the industry.

If the Supplier states a deviating price set-up or terms of payment, this may lead to rejection of the bid.

If the Customer wishes the Suppliers to be able to submit bids based on their own standard price formats, a supplementary form should be prepared, in which,

Clause 3.4 of the Agreement Documentation and training

[Any text]

If training forms part of the deliverable pursuant to Appendix 1, the Supplier must specify its consideration for training here.

Clause 3.5 of the Agreement Upgrading of the service after the delivery date

[Any text]

If standard service upgrades are not to be included in the consideration for the service, the Customer must specify this here.

Clause 3.6 of the Agreement Further development after the delivery date

[Any text]

If further development of the Supplier's services is not to be charged on the basis of the time spent, the Customer must specify how the consideration is to be stated here (unless the Customer wishes to use its own agreement for such development).

Unless another consideration model is specified by the Customer in clause 3.6 of the

Clause 4.1 of the Agreement Consideration

[Any text]

If prices are not to be stated exclusive of value added tax, but including customs duties and any other indirect taxes, the Customer must specify the alternative pricing system here.

If the Customer will allow prices to be stated in a foreign currency, the framework for this must be stated here.

If the Supplier has more detailed conditions with regard to the consideration to be paid by the Customer for the Supplier's services, the Supplier must state this here.

Here, the Supplier should note that a deviating pricing system or payment terms

Clause 4.2 of the Agreement Invoicing dates and payment terms

[Any text]

If the Customer has arranged for invoicing in electronic trading format (EHF), this must be stated here.

If special prices and/or payment terms are to apply to this Agreement, the Customer must state this here.

Clause 4.5 of the Agreement Price adjustments

[Any text]

If the Customer allows for another price adjustment date, or other opportunities for price changes than specified in clause 4.5 of the Agreement, the Customer must state this here. This also applies if adjustment of prices for third-party deliverables which are part of the service of the Supplier are to give access to price changes towards the Customer.

If the Customer allows for changes in the consideration as a consequence of currency fluctuations, the Customer should state the framework for this here. Here, the Supplier should note that currency adjustment mechanisms beyond the framework specified by the Customer in clause 4.5 of the Appendix might entail the

Clause 5.2 of the Agreement Cancellation

[Any text]

If the Customer wishes to have another cancellation fee than stated in clause 5.2 of the Agreement, this must be stated here.

Clause 5.3 of the Agreement The parties ' obligations during the notice period

[Any text]

The Supplier's hourly rates for performance of the obligations under clause 5.3 of the Agreement must be stated here.

Clause 8 of the Agreement Reconstruction of data

[Any text]

If the Customer, in Appendix 1, requires the Supplier to take responsibility for reconstruction beyond that provided under clause 8 of the Agreement, the Supplier must

Appendix 7: Changes to the general contractual wording

Clause 1.3 of the Agreement Interpretation – Ranking

[Any text]

Changes to the general contractual wording must be added here, unless the general contractual wording refers such changes to a different Appendix, cf. clause 1.3 of the Agreement.

Changes may be made to all of the clauses of the Agreement, even where the contractual wording does not explicitly allow for this. The Supplier should, however, be aware that deviations, reservations and changes to the Agreement may result in rejection of the bid.

All changes to the contractual wording must be stated here, so that the text in the

Example of change table:

Reference to the clause and possibly the section of the Agreement	To be replaced by
	New wording/text to be stated

Appendix 8: Changes to the service after the establishment of the Agreement

Clause 1.4 of the Agreement Changes to the service after the establishment of the Agreement

[Any text]

This Appendix is not to be completed before the Agreement is entered into, but it must be attached, even if it is empty so far.

If the Customer and the Supplier have reached agreement on a change agreement (both in relation to the content, any change in consideration and change of time schedule), the change (content, adjusted consideration and adjusted time schedule) must be stated here.

Each amendment must be signed by the authorised representatives of the parties.

The Supplier is responsible for maintaining an ongoing directory of the changes, which constitutes Appendix 8. The Supplier is also responsible for the Customer receiving an updated copy without undue delay. The Customer must maintain its own overview of the change requests it has sent, and the change estimates it has received.

The Customer is responsible for the changes that are requested not being in infringement of the public procurement regulations. Any changes deemed to be material will be considered to be illegal direct procurement. Illegal direct

Example of change directory:

Change number	Description of the change and any adjustment of the consideration and adjustment of the time schedule	Effective date

Appendix 9: Terms for the Customer’s access to and use of third-party deliverables

Clause 2.2 of the Agreement The responsibility of the Supplier for third-party deliverables

[Any text]

To the extent that third-party deliverables are included in the services from the Supplier, a copy of the terms of the Customer's access and use of the third-party deliverables must be attached here. Alternatively, the Supplier may provide a link to the terms here. The terms are binding on the Customer. In a procurement process, the terms may be subject to evaluation.

Example of a table of third-party deliverables

Third party	Brief description of the service delivered by the third party	Reference to terms which are binding on the Customer (<i>may be a link</i>)

Here, as will be expected from a professional Supplier, the Supplier must describe which obligations the terms impose on the Customer and which limitations of liability are reserved by the third party. This must not be unreasonably onerous for the Supplier and must be adapted to the individual deliverable’s complexity. It must also be adapted to the individual third-party deliverable and how critical/risky this is for the delivery. The Supplier must in particular indicate the extent to which and in which situations the third party will undertake rectification of errors, as well as the warranties and SLA