

# Appendix Instructions for SSA-S – Agile Software Development Agreement – version 2015

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# Appendix 1: Customer's Needs specifications and requirements

*The points below are for guidance purposes only, and indicate the provisions in the Agreement that make specific reference to Appendix 1.*

## The Agreement, clause 1.1 Scope of the Agreement

*In this Appendix, the Customer shall describe its functional requirements and non-functional requirements regarding the software. The Customer must also specify any equipment, software and/or other deliverables ("Other components of the deliverables" – see clause 2.1.2 of the Agreement) that will be procured pursuant to the Agreement. This Appendix should be formulated so that it is easy for the Contractor to respond with its solution description.*

**Instructions:**

*The Customer's "Needs specifications and requirements" (this Appendix 1) should consist of both a textual description of the goals and the functional needs the software must meet, and a table of requirements. The functional needs may be described in the form of user stories or epics.*

*Non-functional requirements and requirements regarding other components of the deliverables should be described in tables of requirements.*

**Requirements table with a list of the Customer's non-functional requirements:**

Requirement no.	Description	Priority	The Contractor's response (yes/no/reservations)

## The Agreement, clause 2.1.2 Other components of the deliverables

Requirement no.	Description	Priority	The Contractor's response (yes/no/reservations)

**The Agreement, clause 2.2.4 Establishment of development environment and test environments**

Requirement no.	Description	Priority	The Contractor's response (yes/no/reservations)
	<i>Requirements for development environment</i>		
	<i>Requirements for test environment</i>		

**The Agreement, clause 4.2 Performance level**

Performance level during the guarantee period:

Requirement no.	Description	Priority	The Contractor's response (yes/no/reservations)

*(Must be completed if a maintenance agreement has not been concluded)*

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

Requirement no.	Description	Priority	The Contractor's response (yes/no/reservations)

**The Agreement, clause 9.2 Information security**

Requirement no.	Description	Priority	The Contractor's response (yes/no/reservations)

*(Must be completed if there are special requirements concerning information security in connection with the execution of the deliverables.)*

**The Agreement, clause 9.3 Personal data**

Requirement no.	Description	Priority	The Contractor's response (yes/no/reservations)

*(Must be completed if personal data must be handled in connection with the execution of the deliverables.)*

**Appendix 2: Contractor's solution description**

*In Appendix 2, the Contractor shall describe its solution (the Contractor's solution description) in relation to the Customer's Needs specifications and requirements. This must be done by examining the Customer's Needs specifications and requirements and requirements tables in the Customer's Needs specifications and requirements (Appendix 1). The relevant items below must also be completed.*

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

Need to upgrade the Customer's technical platform:  
*(If upgrading is necessary in order for the Customer to use the deliverable, this must be pointed out here by the Contractor.)*

Responsibility for upgrading the technical platform:  
*(Must be completed if the Customer is not be responsible for such upgrading.)*

Obvious errors, defects or ambiguities in the Customer requirements specification:  
*(Must be completed if there are obvious errors, defects or ambiguities)*

**The Agreement, clause 10.3.1 General provisions pertaining to free software**

Free software used in the deliverables:

Name of the free software	Free software licence

Copy of applicable licence terms and conditions for the relevant free software (must be appended):

**The Agreement, clause 10.3.4 Effects of distributing free software to others**

Other parts of the deliverables that will be covered by the terms and conditions of a free software licence:

**The Agreement, clause 10.3.6 Liability of the Customer if it requires the use of free software**

Software that is unsuited to meeting the Customer's requirements:  
*(Must be completed if the Contractor is aware that the free software that the Customer is demanding be used is unsuited to meeting the Customer's requirements.)*

Software that infringes on, or where someone claims that it infringes on, third-party intellectual property rights:  
*(Must be completed if is relevant for the Agreement.)*

## Appendix 3: Customer's technical platform and IT environment

*Here the Customer shall describe its current technical platform and include relevant steering documents from the Customer's business, such as agency standards, architecture descriptions, etc. This Appendix only contains descriptions. Requirements related to the technical platform and IT environment shall be specified in the tender documents, and incorporated into Appendix 1.*

## Appendix 4: Plan for the execution of the deliverables and administrative provisions

*The project and milestone plan for the deliverables must be included here. The organisation of the project and administrative procedures for the contractual relationship between the parties must also be stipulated here. Below is a list of the provisions in the contractual wording that state that deadlines, changes or amendments need to be stipulated in this Appendix 4.*

### The Agreement, clause 2.1.1 Software development - partial deliveries

*The project and milestone plan must state whether all or part of the partial deliveries will be put into ordinary operation (production) as they are accepted, or whether all or part of the deliverables will be commissioned together.*

### The Agreement, clause 2.2.1 Project and milestone plan

*The project and milestone plan is a general plan that lists key milestones and deadlines. The plan should consist of a verbal description of goals for the project, organisation, how to execute the co-operation, etc. – and a milestone plan in table form; an example of which is provided below. Deadlines that are subject to liquidated damages shall be specified in the milestone plan. The milestone plan will of course be more comprehensive than the one shown below. The entries in the table must therefore be considered mere examples.*

MP	Description	Responsible	Deadline	Liquidated damages	SSA-S
	When the project organisation is in place	Customer&Contractor			
	When the parties have agreed on the steering documents that will be drawn up within the framework of the project and milestone plan: - First version of the delivery plan*) - First version of the agreed test strategy*)	Customer&Contractor Customer&Contractor			2.2.2 2.2.3
	When the development environment is in place	Contractor		Yes?**)	2.2.4
	Once the parties have agreed on the first version of the detailed and specified Needs specifications	Customer&Contractor			2.3.1
	...				
	...				
	Once the entry criteria for changes made after field testing of the final release have been met	Contractor		Yes?	2.6.1
	When the Contractor has handed over those parts of the software and other components of the deliverables that have not been handed over before	Contractor		Yes?	2.6.3
	When the final deliverable has been approved (delivery date)			Yes?	2.6.3

\*) Must be revised on an ongoing basis, without change management

\*\*) If the development environment will be established at the Customer and the division of responsibilities between the Contractor and the Customer (or the Customer's operational services provider) has not been described clearly, the deadline should not have daily liquidated damages attached to it.

### **The Agreement, clause 2.2.2 Delivery plan**

*The delivery plan shall be established after concluding an agreement within the framework of the project and milestone plan. The delivery plan is an independent document that must be updated on an ongoing basis, and thus is not part of this Appendix.*

### **The Agreement, clause 2.2.4 Establishment of development environment and test environments**

*Deadlines for establishing the various environments, description of roles and responsibilities linked to the establishment and maintenance of the environments and follow-up procedures. Follow-up procedures should be part of the test strategy for the test environment.*

### **The Agreement, clause 2.4 Handover**

*Description of the handover process and deadlines. If the deadlines shall be stipulated in the delivery plan, it shall be described in this Appendix.*

### **The Agreement, clause 2.5.1 Production**

*Description of the tasks that are included in putting the software into ordinary production, roles and responsibilities, as well as routines. Deadlines may be specified in this appendix or in the delivery plan. If the deadlines shall be stipulated in the delivery plan, this must be stated in this Appendix.*

### **The Agreement, clause 5.3 Requirements as to the resources and expertise of the Contractor**

The Contractor's key personnel:

<b>Name:</b>	<b>Position:</b>	<b>Telephone:</b>	<b>Email:</b>

### **The Agreement, clause 5.4 Use of subcontractors**

The Contractor's approved sub-contractors:

<b>Name:</b>	<b>Reg. org. no.:</b>	<b>Delivery area</b>


**The Agreement, clause 5.5 Cooperation with third parties**

Scope of the Contractor’s cooperation with third parties chosen by the Customer:

Agreed consideration:  
*(Must be completed if special consideration has been agreed for cooperating with third parties.)*

**The Agreement, clause 5.6 Wages and working conditions**

Relevant collective wage agreement(s) and declaration of conformity:  
*(Identify applicable generalised collective wage agreement or relevant nationwide collective wage agreement, plus Contractor's own declaration/a third party declaration showing conformity between relevant collective wage agreement and actual wages and working conditions.)*

**The Agreement, clause 7.1 Meetings**

Notice required for convening meetings:  
*(Must be completed if the parties agree on a notice period other than that stipulated in the Agreement.)*

Routines for holding meetings:  
*(These routines may, for example, specify who will attend meetings, where the meetings are to be held, requirements concerning minutes, frequency, etc.)*

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

*Deadlines with liquidated damages attached to them shall be specified in the project and milestone plan. See the example in clause 2.2.1 above.*

**The Agreement, clause 16.3 Independent expert**

Independent expert chosen by the parties:

Name:	Area of expertise:

## Appendix 5: Testing and approval

*The Customer's and the Contractor's test strategy shall form part of this Appendix together with the agreed test strategy that the parties shall draw up jointly during the preparation and organisation phase.*

### **The Agreement, clause 2.2.3 Test strategy**

*The agreed test strategy based on the Customer's and Contractor's test strategies shall be specified here. The agreed test strategy shall cover both the Contractor's and the Customer's testing, and describe the management of shared elements like test users and test data, etc. It shall also describe the support tools that will be used in the testing, and for error reporting and procedures.*

*The agreed test strategy should contain the following (not exhaustive):*

- *A description of the entire test process and clarification of what, respectively, the Contractor and the Customer are responsible for testing, and contexts and interdependencies between the Customer's and the Contractor's tests.*
- *A description of shared frameworks and tools (test data, test users, other test ware, use of different test environments, error recording, etc.).*
- *A description of roles and responsibilities in the different tests.*
- *The test methods in the various test phases.*
- *The test process (order of test levels).*
- *The entry, exit and suspension criteria for the Customer's acceptance tests.*
- *The flow for handling incidents/defects, error rectification and re-testing each Release.*
- *The strategy for ensuring that the total number of defects does not exceed the acceptance criteria for the deliverables as a whole.*

### **The Agreement, clause 2.2.4 Establishment of development environment and test environments**

*Deadlines for establishing test environments shall be stated in the delivery plan. A description of roles and responsibilities linked to establishing and maintaining the environments, and procedures for follow-up shall be provided in the test strategy.*

### **The Agreement, clause 2.3.1 Details and specification of the Needs specifications**

*In connection with drawing up the details and specification of the Needs specifications and the requirements in Appendix 1, the Customer should define the pass/fail criteria that must be met in order for the functionality developed to be accepted. These pass/fail criteria should provide a starting-point for the test descriptions that the Customer will draw up for its acceptance test of the Release.*

### **The Agreement, clause 2.3.2 The Contractor's tests**

*The description of the testing the Contractor shall perform if this deviates from what was agreed in the Agreement. The Appendix (agreed test strategy with test plans for acceptance testing each Release) shall also contain a description of the test process.*

*The entry criteria and acceptance criteria for each Release shall be listed in the test strategy. It should also be clear how the Contractor will show that the software meets the entry criteria for the acceptance test. There should also be a description of the type of test ware the Customer will receive from the Contractor and the way in which it is handed over (including the format).*

### **The Agreement, clause 2.3.3 The Customer's acceptance test of Releases**

*If other error definitions have been agreed, they shall be listed in the test strategy in Appendix 5.*

### **The Agreement, clause 2.5.3 The Customer's duty to examine**

*Specification of the content of the approval period, with a specific description of the checks to be carried out by the Customer.*

### **The Agreement, clause 2.5.4 Defect management**

*Procedure for error reporting from the Customer to the Contractor.*

Deadline for error rectification:

*(Must be completed if the parties have agreed on a deadline other than the end of the approval period.)*

## Appendix 6: Software development method

*The Appendix shall contain a description of the software development method offered by the Contractor.*

*The description should include a definition of roles and responsibilities on the part of both the Customer and the Contractor. The Customer may require the use of a specific method in the tender documents if it is a matter of, for example, a method that is standard in the Customer's business. If so, the description of this method will be part of this Appendix, and the Customer may ask the Contractor to explain how it will comply with its roles pursuant to the method.*

# Appendix 7: Total price and pricing provisions and bonus

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. Any special payment arrangements, discounts, advances, instalments or deviating payment dates shall also be listed. The estimated total cost for the software development, and the list of any other cost elements in the estimated total cost must also be provided in the Appendix.

If the parties agree on anything that is not stipulated in the Agreement concerning consideration, then this shall be specified in this Appendix.

## The Agreement, chapter 8 Consideration

Prices shall basically be listed in Norwegian krone (NOK), incl. Value Added Tax. Anything else must be specifically stated. The extent to which the price is per unit or, for example, per month/year/agreement period must be stated. The tables should be adapted to pricing structure for the deliverables.

### Consideration for the deliverables specified in Appendix 2 (the Contractor's solution description)

#### Team price:

The basic element of the team price is the hourly rates for the team members. The test manager and, if applicable, a SCRUM master, can be priced as part of the team or at an hourly rate.

Description:	NOK (incl. VAT)

It is normal to invoice running hours on a monthly basis. If the invoicing is linked to deadlines in the delivery plan instead, such as "Development environment established and working" or "The entry criteria for the acceptance test of a specific Release have been met", the Customer may decide whether there are grounds to withhold consideration if the Contractor is delayed.

The team's composition shall be set out in Appendix 4 – see clause 5.3 of the Agreement. The replacement of team members, including managing unplanned absences – and how this should be compensated for, including financially, must also be specified in Appendix 4.

The team price should nevertheless be defined based on the number of hours the team works as a whole. It may often be wise to specify a weekly team price. Shorter absences among team members may be compensated for by the person who has been gone or other members of the team recouping lost time to maintain progress.

#### Hourly rates – other unit prices:

The table is primarily relevant for other components of the deliverables, but can also be relevant for agile software development. Different payment models may be relevant: running

hours, target prices, fixed prices or 'item price' (e.g. for courses, which are otherwise exempt from Value Added Tax).

Description:	NOK (incl. VAT)

**Rates for travel and subsistence costs:**

*(Must be completed if the parties agree on rates other than the state's applicable rates)*

Description:	NOK (incl. VAT)

**Rates and procedures for the invoicing of travel time:**

*(Must be completed if the parties want to regulate this.)*

Description:	NOK (incl. VAT)

**Payment plan and other payment terms:**

*Terms for implementation of Electronic Trading Format (EHF):*

*Electronic invoices shall be submitted using the communication method stipulated by the Norwegian Government Agency for Financial Management (DFØ) at the time. The Contractor shall be notified six (6) months prior to any necessary change in the method of communication.*

*The following index must be used to adjust hourly rates:*

*(Must be completed if the parties want a different index than Statistics Norway's main index to regulate this.)*

*Any other provisions regarding price adjustments:*

**The Agreement, clause 2.7.1 Exit prior to acceptance testing of first Release**

Exit consideration

*(Must be completed if the parties have agreed on other consideration than that stipulated in the Agreement.)*

**The Agreement, clause 2.7.2 Cancellation after the exit opportunity**

Cancellation fee after starting an acceptance test for the first Release:

*(Must be completed if the parties have agreed on a cancellation fee other than the fee stipulated in the Agreement.)*

### The Agreement, clause 3.3 Change estimate

Prices and conditions for additional work:

Description/name	Assumptions/limitations	NOK (incl. VAT)

Standard prices for drawing up change estimates:

Description/name	Assumptions/limitations	NOK (incl. VAT)

### The Agreement, clause 8.2 Bonuses

Description/name	Clarification	NOK (incl. VAT)
Basis for calculating bonuses	State the percentage of the estimated total cost*)	
Completion bonus	State the share of the basis for calculating bonuses**)	
Bonuses that are paid out underway	State the share of the basis for calculating bonuses	

\*) The tender documents must state the percentage of the estimated total cost that makes up the basis on which the bonus is calculated

\*\*\*) The tender documents should state how much of the basis on which the bonus is calculated shall be a completion bonus and how much will be used for bonuses paid out underway.

### The Agreement, clause 10.2 Right of disposal of standard software

(Including any assumptions or restrictions, for example regarding the number of users or the place where the right of disposal is exercised/the equipment used to do so.)

Description/name	Assumptions/limitations	NOK (incl. VAT)

# Appendix 8: Changes to the general contractual wording

*Changes to the general contractual wording shall be set out in Appendix 8, unless the general contractual wording refers such changes to a different Appendix.*

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

*The Contractor should, however, be aware of the fact that 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

*Changes to the deliverables subsequent to the conclusion of the Agreement shall follow the procedures in chapter 3 and be made in writing. The Contractor shall maintain a continuously updated directory of the changes that make up this Appendix.*

No.	Date	Change concerns:

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

### **The Agreement, clause 5.2 Licence terms and conditions for standard software and free software**

To the extent that standard software included in the deliverables must be delivered under standard licence terms and conditions and agreement terms and conditions (licence terms and conditions), this shall be explicitly stated in a separate chapter in Appendix 2, and copies of the licence terms and conditions shall be appended as Appendix 10.

### **The Agreement, clause 10.3.1 General provisions pertaining to free software**

If free software is to be used in connection with the deliverables, the Contractor shall prepare an overview of the relevant free software. The overview shall be included as a separate chapter in Appendix 2. Copies of the applicable licence terms and conditions for the relevant free software shall be appended in Appendix 10.

## Glossary of terms

The definitions in the list below mainly come from the Norwegian version of the International Software Testing Qualification Board ISTQB 2.2N glossary dated 20.03.2013. The list contains terms used in the contractual wording, the Appendix Instructions and the Guide to the Contractual Wording.

The definitions in the list below mainly come from the Norwegian version of the International Software Testing Qualification Board ISTQB 2.2N glossary dated 20.03.2013. The list is more comprehensive than the corresponding list in chapter 17 of the Agreement, and contains terms used in the Appendix Instructions and the Guide to the Contractual Wording, in addition to the terms used in the Agreement.

Term	Definition
Acceptance criteria: ISTQB 2.2N	The exit criteria that a component or system must satisfy in order to be accepted by a user, customer, or other authorised entity. [IEEE 610]
Acceptance testing: ISTQB 2.2N	Formal testing with respect to user needs, requirements, and business processes conducted to determine whether or not a system satisfies the acceptance criteria and to enable the user, customers or other authorised entity to determine whether or not to accept the system. [IEEE 610]
Suspension criteria: ISTQB 2.2N	The criteria used to (temporarily) stop all or a portion of the testing activities on the test items. [IEEE 829]
The Agreement:	General contractual wording with appendices
Needs:specifications	Verbal description of needs, without using special notation or formats
User history:	Description of needs described in the following format: <i>As a &lt;role&gt;, I want to &lt;need&gt;, (so that &lt;purpose/benefit&gt;".</i>
Release:	One of several contractual software deliverables (release).
Epic	Large/comprehensive user story.
Estimated total cost:	Estimated total price for the Agreement. Equivalent to contract price in other SSAs.
Exit:	Ending of the Agreement without consideration.
Defect management: ISTQB 2.2N	The process of recognizing, investigating, taking action and disposing of defects. It involves recording errors, classifying them and identifying the impact [IEEE 1044]
Functional testing: ISTQB 2.2N	Testing based on an analysis of the specification of the functionality of a component or system.
Functional requirement: ISTQB 2.2N	A requirement that specifies a function that a component or system must perform. [IEEE 610]
Pass/fail criteria: ISTQB 2.2N	Pass/fail criteria: Decision rules used to determine whether a test item (function) or feature has passed or failed a test (shall be considered approved). [IEEE 829]
Non-functional requirement: ISTQB 2.2N	A requirement that does not relate to functionality, but to attributes such as reliability, efficiency, usability, maintainability and portability.
Integration testing: ISTQB 2.2N	Testing performed to expose defects in the interfaces and in the interactions between integrated components or systems.
Component testing: ISTQB 2.2N	The testing of individual software components. [IEEE 610]
Delivery plan:	Plan for the software deliverables in the Agreement

Handover:	Formal handing over of software from the Contractor to the Customer pursuant to the Agreement
Commissioning:	Putting into regular operation
Product owner	Product owner in SCRUM. The owner of the software that is developed, for example the manager of the users who will use the software that is developed.
Product queue	Product backlog in SCRUM. List of the components (requirements/solution specifications) that must be developed. May be worded as user stories.
Software: ISTQB 2.2N	Computer programs, procedures, and possibly associated documentation and data pertaining to the operation of a computer system. [IEEE 610]
Re-testing: ISTQB 2.2N	Testing that runs test cases that failed the last time they were run, in order to verify the success of corrective actions.
SCRUM: ISTQB 2.2N	An iterative incremental framework for managing projects commonly used with agile software development.
SCRUM master	Coordinator for a development team that uses SCRUM to develop software.
Exit criteria: ISTQB 2.2N	The set of generic and specific conditions, agreed upon with the stakeholders, for permitting a process to be officially completed. The purpose of exit criteria is to prevent a task from being considered completed when there are still outstanding parts of the task which have not been finished. Exit criteria are used by testing to report against and to plan when to stop testing. [Gilb and Graham]
Agile software development: ISTQB 2.2N	A group of software development methodologies based on iterative incremental development, where requirements and solutions evolve through collaboration between self-organising crossfunctional teams.
Sprint:	Used in SCRUM in a development period or development cycle. A sprint should last one to four weeks.
Sprint backlog	Sprint backlog in Scrum. List of what the development team has identified as the highest-prioritised functionality in the product backlog to develop during a sprint.
Standard software:	Software that is produced for delivery to multiple users, where a licence (right of disposal) may be acquired independent of services from the software producer.
Entry criteria: ISTQB 2.2N	The set of generic and specific conditions for permitting a process to go forward with a defined task, e.g. test phase. The purpose of entry criteria is to prevent a task from starting which would entail more (wasted) effort compared to the effort needed to remove the failed entry criteria. [Gilb and Graham]
System testing: ISTQB 2.2N	The process of testing an integrated system to verify that it meets specified requirements. [Hetzel]
Test user	User ID used for testing. A test user is not a real user.
Test data	Data specially constructed in advance to make it possible to execute the actions in a test scenario, etc. Test data can be copied from production or other places, and manipulated if applicable, or it can be constructed (former DND glossary).
Test ware: ISTQB 2.2N	Artefacts produced during the test process required to plan, design, and execute tests, such as documentation, scripts, inputs, expected results, set-up and clear-up procedures, files,

	databases, environment, and any additional software or utilities used in testing. [Fewster and Graham]
Test environment: ISTQB 2.2N	An environment containing hardware, instrumentation, simulators, software tools, and other support elements needed to conduct a test. [IEEE 610]
Test plan: ISTQB 2.2N	A document describing the scope, approach, resources and schedule of intended test activities. It identifies amongst others test items, the features to be tested, the testing tasks, who will do each task, degree of tester independence, the test environment, the test design techniques and entry and exit criteria to be used, and the rationale for their choice, and any risks requiring contingency planning. The test plan is a record of the test planning process. [IEEE 829]
Test strategy: ISTQB 2.2N	A high-level description of the test levels to be performed and the testing within those levels for an organisation or program (one or more projects).
Field testing:	Users outside the project organisation receive access to the software developed in a Release to test it and provide feedback.
Development environment:	An environment that consists of hardware and software that is used by developers to develop software.
Maintainability: ISTQB 2.2N	The ease with which a software product can be modified to correct defects, modified to meet new requirements, modified to make future maintenance easier, or adapted to a changed environment. [ISO 9126]
Other components of the deliverables:	Components of the deliverables related to software development deliverables, but which are not part of it, for example, training, conversion, system integration, routine development.
Working days:	Those days that are neither Saturdays, Sundays or public holidays, nor Christmas Eve or New Year's Eve.