



Request for Proposal

Toll Service Provider (TSP) Solution

SSA-L, Appendix 7

**Changes to the General Contractual
Wording**

Version log

Version	Initials	Date	Comments/amendments
0.1	OH	05.07.2019	Document created from ANPR/MIR
0.8	EE	27.12.2019	Draft for discussion
0.9	SHO	13.01.2019	Reviewed and “cleaned”
1.0	HL	04.02.2020	Released for announcement
<u>1.1</u>	<u>SHO</u>	<u>14.02.2020</u>	<u>Copyright clause revised</u>

Contents

1.	Changes to the general contractual wording	4
2.	Reservations/change Proposals to the general contractual wording Made by the Bidder	8
3.	Reservations/change proposals to the Appendixes made by Bidder	9

1. CHANGES TO THE GENERAL CONTRACTUAL WORDING

Instruction to Bidder: Text in (blue) < italic > contains instructions to Bidder as to how this document shall be filled out and completed by the Bidder. The table below contains the Customers proposed changes to the general contractual wording. To the extent Bidder has any reservations, these shall be included in section 2 below in the bid phase. The tables will be merged after contract award.

Ref.	Original wording	Changed wording
2.1	The Supplier is responsible for ensuring that the service delivered is in accordance with this Agreement, and fulfils the requirements and descriptions specified in Appendices 1 and 2 within the deadlines agreed in Appendix 3. The Supplier is also responsible for ensuring that the service is in accordance with the service level requirements. The service level requirements are set out in Appendix 4. Operation of the service is included in the consideration.	The Supplier is responsible for ensuring that the service delivered is in accordance with this Agreement, and fulfils the requirements and descriptions specified in Appendices 1 and 2 within the deadlines agreed in Appendix 3. The Supplier is also responsible for ensuring that the service is in accordance with the service level requirements. The service level requirements are set out in Appendix 4. <i>If the agreed deadlines in Appendix 4 are not complied with, the Customer may demand standardised compensation for applicable situations as stipulated in the service level agreement in Appendix 4.</i>
2.3	The Customer shall contribute to facilitating the Supplier's performance of its duties under this Agreement.	The Customer shall contribute to facilitating the Supplier's performance of its duties under this Agreement, <i>as further detailed in Appendix 2.</i>
3.2, 1 st paragraph	The deadline by which the service must be available is stated in Appendix 3.	The deadline by which the service must be ready is stated in Appendix 3.
4.1, 2 nd paragraph	Unless otherwise specified in Appendix 6, all prices are stated excluding value added tax, but including customs duties and any other indirect taxes.	Unless otherwise specified in Appendix 6, all prices are stated excluding value added tax, but including customs duties and any other <i>public</i> taxes.
5.1, 2 nd paragraph, 3 rd sentence	The Supplier may terminate the Agreement without cause by giving twelve (12) months' notice prior to the renewal date.	Deleted
5.3, 1 st paragraph	The notice period runs from the date of the notice of termination, annulment or cancellation until the Agreement expires. The Customer will be entitled to follow-up assistance for up to thirty (30) calendar days after the service has been established at a new Supplier or at the Customer itself, even if this takes place after the expiry of the Agreement.	The specific terms of the period after termination notice has been given (exit period) is regulated in Appendix 12.
5.3, 5 th paragraph	The Customer shall pay consideration for the aforementioned services, in accordance with the Supplier's hourly rates as stipulated in Appendix 6. If the Customer requires any services in addition thereto, the price	The Customer shall pay consideration for the aforementioned services, in accordance with the Supplier's hourly rates as stipulated in Appendix 6. If the Customer requires any services in addition thereto, the price calculation shall be in line with

Ref.	Original wording	Changed wording
	calculation shall be in line with the general price level in the overall Agreement. Nevertheless, the Customer shall not pay such consideration as described in this clause if the expiry of the Agreement was due to material breach of contract on the part of the Supplier.	the general price level in the overall Agreement. <i>The Customer shall not pay for activities mentioned in the previous paragraph.</i> Nevertheless, the Customer shall not pay such consideration as described in this clause if the expiry of the Agreement was due to material breach of contract on the part of the Supplier. <i>However the "saved" amount will count against the liability cap in section 9.7.2.</i>
5.4, 1 st paragraph	The Supplier is obliged to extend the Agreement on otherwise equal terms for up to six (6) months as of the date of discharge of the Agreement, if so requested by the Customer. The Customer must give notice to such effect no less than sixty (60) days prior to the discharge of the Agreement.	The Supplier is obliged to extend the Agreement on otherwise equal terms for up to <i>twelve (12)</i> months as of the date of discharge of the Agreement, if so requested by the Customer. The Customer must give notice to such effect no less than sixty (60) days prior to the discharge of the Agreement.
7.1, additional paragraph		The right of ownership, the copyright and all other relevant rights, including all other relevant intellectual property rights, associated with software that is <i>specifically developed for the Customer</i> under this Agreement, shall accrue to the Customer. These rights also include the right to <u>use</u> , changes and the right to further assignment <u>of this specific part of the software after the expiry of the Agreement</u> , cf. section 68 of the Act No. 40 of June 15th, 2018 relating to Copyright in Literary, Scientific and Artistic Works, etc. (Copyright Act). <u>The Supplier is, however, allowed to use, sell and distribute the specifically developed software in full to third party customers without any claim for royalty to the Customer.</u> -The Supplier shall <u>also</u> retain the rights to its own tools and methods. Both parties may also utilise general know-how that they have accumulated in connection with the Assignment, provided that such know-how is not confidential.
9.2.3, 6 th paragraph	If only part of the agreed service is delayed, the Supplier may require a reduction of the liquidated damages equivalent to the Customer's opportunity to make use of the part of the service which has been delivered.	If only minor part of the agreed service is delayed, the Supplier may require a reduction of the liquidated damages equivalent to the Customer's opportunity to make use of the part of the service which has been delivered.
9.2.6, 1 st paragraph	In the event of breach by the Supplier, the Customer may require compensation for any direct losses. Direct losses include, but are not limited to: additional costs for the Customer concerning cover purchases, the Customer's indemnification liability as a consequence of defect in title for which the Supplier is liable, losses due to additional	In the event of breach by the Supplier, the Customer may require compensation for any direct losses. Direct losses include, but are not limited to: additional costs for the Customer concerning cover purchases, the Customer's indemnification liability as a consequence of defect in title for which the Supplier is liable, losses due to additional work and other direct costs related to breach by the Supplier. Any direct

Ref.	Original wording	Changed wording
	work and other direct costs related to breach by the Supplier.	losses suffered by service recipients shall also be deemed as direct loss to the Customer.
9.3.1, new 5 th paragraph		The Supplier shall not suspend any deliverables as the result of breach of contract on the part of the Customer, unless the breach is material. <i>The Supplier shall notify any suspension of performance in writing with at least 10 working days' prior notice.</i>
11.1, 1 st paragraph	To the extent that the Customer is a public enterprise, the Customer may assign, in full or in part, its rights and obligations under this Agreement to another public enterprise, which shall then be entitled to equivalent terms and conditions.	To the extent that the Customer is a public enterprise, the Customer may assign, in full or in part, its rights and obligations under this Agreement to another public or private enterprise, which shall then be entitled to equivalent terms and conditions. <i>Other assignment require the Suppliers written consent, such not to be unreasonable withheld.</i>
New section 11.6		<p><i>New section 11.6 "Key personell"</i></p> <p><i>Persons designated as key personnel in Appendix 6 shall not, within the scope of the Supplier's managerial prerogative as employer, be replaced without the prior approval of the Customer. Such approval shall not be unreasonably withheld. The actual participation of the key personnel in the provision of the deliverables shall not be scaled back without the prior approval of the Customer.</i></p> <p><i>Personnel which the Customer, for justifiable reasons, does not wish to use, or wishes to have replaced, shall as soon as possible, and no later than within 30 working days, be replaced by alternative personnel with at least corresponding expertise."</i></p> <p><i>Personnel replacements shall not affect the progress of the project or impose additional costs on the Customer.</i></p>
New section 11.7		<p><i>New section 11.7 "Use of subcontractors"</i></p> <p><i>The Supplier's use and replacement of subcontractors that directly participate in the performance of the deliverables must be approved in writing by the Customer. Approval shall not be unreasonably withheld.</i></p> <p><i>Subcontractors that are approved shall be specified in Appendix 5. Groups of subcontractors or services from subcontractors can be approved, for example, the Customer may choose to pre-</i></p>

Ref.	Original wording	Changed wording
		<i>approve the use of other data centres within the EU/EEA.</i>
New section 11.8 "Code of Conduct"		<i>The Supplier shall ensure that the services and deliveries are conducted and delivered in accordance with the Code of Conduct as specified in Appendix 10.</i>

2. RESERVATIONS/CHANGE PROPOSALS TO THE GENERAL CONTRACTUAL WORDING MADE BY THE BIDDER

Instruction to Bidder:

To the extent Bidder has any proposals to change the general contractual wording in SSA-L, including Customers proposed changes in section 1, these shall be included in the table below.

Ref.	Original wording	Changed wording	Potential consequences	Reason for proposal

3. RESERVATIONS/CHANGE PROPOSALS TO THE APPENDIXES MADE BY BIDDER

Instruction to Bidder: *To the extent Bidder has any proposals for changes to appendix 3-11, or annexes to these appendixes, such reservations/proposals shall be included here in the bid phase. The reservations remaining after BAFO will be moved to the relevant appendix/annex before contract signature with the chosen Bidder.*

Ref.	Original wording	Changed wording	Potential consequences	Reason for proposal