

Framework Agreement

Framework agreement governing the purchase of goods and services within ICT and consultancy services

The Norwegian Government's Standard Terms and Conditions SSA-R

Framework agreement governing the purchase of goods and services within ICT and consultancy services

An agreement governing
Analyses of Flexible transport

has been concluded between:

[Write here]

(hereafter referred to as the Contractor)

and

[Write here]

(hereafter referred to as the Customer)

Place and date:

[Write place and date here]

Effective date: [Write here]

[The Customer's name here]

[The Contractor's name here]

Signature of the Customer

Signature of the Contractor

The Agreement is signed in two copies; one for each party.

Communications

Unless otherwise specified in Appendix 4, all communications concerning the Agreement shall be directed to:

On behalf of the Customer:

Name: Tom Nørbech

Position: Section manager Technology
and mobility services

Telephone: +47 908 96 851

Email: tom.norbech@atb.no

On behalf of the Contractor:

Name:

Position:

Telephone:

Email:

Contents

1. GENERAL PROVISIONS	4
1.1 PURPOSE AND SCOPE	4
1.2 APPENDICES TO THE AGREEMENT	4
1.3 DURATION AND TERMINATION – EXTENSION OPTIONS	4
1.4 THE REPRESENTATIVES OF THE PARTIES	5
2. ISSUING AWARDING CONTRACTS UNDER THE FRAMEWORK AGREEMENT.....	5
2.1 ISSUING AWARDING CONTRACTS (CALL-OFF PROCEDURE).....	5
2.2 AGREEMENT TERMS AND CONDITIONS FOR THE INDIVIDUAL AWARDING CONTRACTS	5
3. THE DUTIES OF THE CONTRACTOR	5
3.1 DUTY TO RESPOND TO ENQUIRIES.....	5
3.2 MANDATORY OFFERS	5
4. THE DUTIES OF THE CUSTOMER.....	6
4.1 RESPONSIBILITIES OF AND CONTRIBUTIONS BY THE CUSTOMER.....	6
5. DUTIES OF THE CUSTOMER AND THE CONTRACTOR.....	6
5.1 COOPERATION	6
5.2 CONFIDENTIALITY OBLIGATION.....	6
6. CONSIDERATION AND PAYMENT TERMS.....	7
6.1 PRICES	7
6.2 PRICE ADJUSTMENT	7
7. BREACH OF CONTRACT.....	7
7.1 BREACHES OF THE FRAMEWORK AGREEMENT	7
7.2 BREACHES OF AWARDING CONTRACTS	7
8. DISPUTES	7
8.1 GOVERNING LAW.....	7
8.2 NEGOTIATIONS	8
8.3 MEDIATION	8
8.4 LITIGATION OR ARBITRATION	8

1. GENERAL PROVISIONS

1.1 PURPOSE AND SCOPE

This agreement is a Framework Agreement between the Customer and the Contractor governing the delivery of the goods and/or services described in Appendix 1 and in the awarding contracts (Appendix 3).

The Framework Agreement entitles the Customer, and the principals listed in Appendix 1, to purchase goods or services that are covered by this Framework Agreement pursuant to the scope and duration of the Framework Agreement. The Customer and other principals do not have an obligation to purchase any specific quantity of goods or services during the term of the Framework Agreement.

1.2 APPENDICES TO THE AGREEMENT

All rows shall be ticked (Yes or No)	Yes	No
Appendix 1: General description of the deliverables to which the framework applies, and an overview of the principles who may issue awarding contracts under the Framework Agreement	X	
Appendix 2: Procedures for issuing awarding contracts under the Framework Agreement	X	
Appendix 3: Agreement terms and conditions for the awarding contracts that may be issued under the Framework Agreement with completed Appendices	X	
Appendix 4: Administrative provisions	x	
Appendix 5: Prices and price provisions	x	
Appendix 6: Contractor's response to Appendix 1	x	
Appendix 7: Changes subsequent to the conclusion of the Agreement	x	
Other Appendices:		
Appendix 8: The Customer's ethical guidelines for Suppliers	x	
Appendix 9: Confidentiality agreement	X	
Appendix 10: Questions and Answers	X	
Appendix 11: Data Processing agreement	x	

1.3 DURATION AND TERMINATION – EXTENSION OPTIONS

Unless otherwise is stipulated in Appendix 4, the Framework Agreement shall apply from the date stipulated on the first page of the agreement (effective date) and for a term of two (2) years. The Customer shall have the right to extend the Framework Agreement by a further one (1) year at a time, up to **two (2)** times.

Notification of such an extension shall be provided in writing at the latest three (3) months prior to the expiry of the Framework Agreement.

The Customer may terminate the Framework Agreement with three (3) months' written notice, if reasonable grounds for doing so exist. Such termination shall not affect previously awarded contracts (call-off).

Other deadlines may be agreed in Appendix 4.

1.4 THE REPRESENTATIVES OF THE PARTIES

Upon the conclusion of the Framework Agreement, each of the parties shall appoint a representative who is authorised to act on behalf of such party in matters relating to the Framework Agreement. The authorised representatives of the parties, as well as procedures and notice periods for any replacement thereof, shall be specified in more detail in Appendix 4.

2. ISSUING AWARDING CONTRACTS UNDER THE FRAMEWORK AGREEMENT

2.1 ISSUING AWARDING CONTRACTS (CALL-OFF PROCEDURE)

Awarding contracts under the Framework Agreement shall be issued pursuant to the procedures stipulated in Appendix 2.

2.2 AGREEMENT TERMS AND CONDITIONS FOR THE INDIVIDUAL AWARDING CONTRACTS

Each awarding contract shall be based on the agreement terms and conditions specified in Appendix 3. If a mini-competition has been conducted, the terms and conditions shall be supplemented by the results of the mini-competition.

3. THE DUTIES OF THE CONTRACTOR

3.1 DUTY TO RESPOND TO ENQUIRIES

The Contractor shall respond to the Customer's enquiries as quickly as possible. Specific deadlines may be agreed in Appendix 4.

3.2 MANDATORY OFFERS

If the Framework Agreement has only been awarded to one contractor, or awarding contracts are issued on the basis of a fixed ranking system in the event of parallel framework agreements, the Contractor shall deliver pursuant to the Customer's awarding contracts under the Framework Agreement.

If the Customer has concluded parallel framework agreements with more than one contractor, and a mini-competition shall be conducted between the contractors in

connection with an individual awarding contract, the Contractor shall submit an offer in the mini-competition, to the extent that this is stipulated in Appendix 2.

4. THE DUTIES OF THE CUSTOMER

4.1 RESPONSIBILITIES OF AND CONTRIBUTIONS BY THE CUSTOMER

The Customer shall contribute to facilitating the Contractor's performance of its duties under this Agreement and associated awarding contracts.

5. DUTIES OF THE CUSTOMER AND THE CONTRACTOR

5.1 COOPERATION

The parties shall cooperate and contribute to the performance of the Framework Agreement in good faith. Enquiries from the other party shall be replied to without undue delay.

The parties shall, without undue delay, notify each other of circumstances that they understand, or ought to understand, may be of relevance to the performance of the Framework Agreement.

Any other provisions governing the parties' cooperation shall be specified in Appendix 4.

5.2 CONFIDENTIALITY OBLIGATION

Information that comes into the possession of the parties in connection with the Framework Agreement and the implementation of the Framework Agreement with call-off shall be kept confidential and shall not be disclosed to any third party without the consent of the other party.

The confidentiality obligation shall continue to apply after the expiry of the Framework Agreement. Employees or others who resign from their positions with one of the parties shall be subjected to a confidentiality obligation following their resignation as well, as far as factors mentioned above are concerned. The confidentiality obligation shall lapse five (5) years after the Framework Agreement comes to an end, unless otherwise is stipulated by law or regulations.

The confidentiality obligation is otherwise governed by the individual awarding contract and relevant laws and regulations.

6. CONSIDERATION AND PAYMENT TERMS

6.1 PRICES

All prices and detailed payment terms shall be stipulated in Appendix 5 or the individual awarding contract and appendices. Unless otherwise is explicitly specified in the price appendix of the individual awarding contract, all prices are quoted exclusive of Value Added Tax, but inclusive of customs duties and any other indirect taxes. All prices are quoted in Norwegian kroner.

6.2 PRICE ADJUSTMENT

The prices 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 initial reference index value being the index value for the month in which the Agreement was formed. Another index may be agreed in Appendix 5.

The prices may be adjusted to the extent that rules or administrative decisions pertaining to indirect taxes are amended in a way that affects the prices or costs of the Contractor.

The prices shall otherwise be fixed during the term of the agreement and may only be changed to the extent set out in Appendix 5.

7. BREACH OF CONTRACT

7.1 BREACHES OF THE FRAMEWORK AGREEMENT

Any breach of contract in respect of the Framework Agreement shall be handled in accordance with the general principles of contract law.

No damages may be claimed in respect of indirect loss. Indirect loss includes, but is not limited to, lost earnings of any kind, lost savings, loss of data, and claims from third parties.

7.2 BREACHES OF AWARDING CONTRACTS

The breaches and remedies associated with the individual awarding contract shall be governed by the individual awarding contract.

8. DISPUTES

8.1 GOVERNING LAW

The rights and obligations of the parties under this Framework Agreement shall in their entirety be governed by Norwegian law.

8.2 NEGOTIATIONS

Should a dispute arise between the parties as to the interpretation or the legal effects of the Framework Agreement, the parties shall seek to resolve such dispute through negotiations.

8.3 MEDIATION

If a dispute related to this Framework Agreement is not resolved after negotiations, the parties may attempt to resolve the dispute through mediation.

The parties may elect to adopt the rules of the Norwegian Bar Association for mediation by advocate, modified, if applicable, to suit the preferences of the parties. The parties should agree on a mediator and who shall hold such qualifications as the parties believe to be the most appropriate in relation to the nature of the dispute.

The detailed procedure for the mediation shall be determined by the mediator, in consultation with the parties.

8.4 LITIGATION OR ARBITRATION

If a dispute is not resolved through negotiations or mediation, each party may require the dispute to be resolved with final effect before the Norwegian courts of law.

The venue shall be the court of domicile of the Customer.

The parties may alternatively agree that the dispute shall be resolved with final effect through arbitration.
