

SSA-L, Appendix 5 Administrative provisions

Non-domestic Toll Collection Service

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1 GENERAL

1.1 The representatives of the parties

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

For the Costumer	
Name:	
Title:	
Telephone:	
Email:	

For the Supplier	
Name:	
Title:	
Telephone:	
Email:	

Procedures and notice periods for the replacement of authorized representatives:

Change of authorized representatives of the parties shall be notified in writing with minimum 2 months prior notice unless shorter notice is needed due to situations outside the control of either party. If the Supplier changes its authorized representative, the Supplier is responsible to ensure that the departing representative transfer its experience and knowledge to the new representative. Any costs in such connection are covered by the Supplier.

1.2 Communication

Notices, requirements or other enquiries associated with this Agreement must be sent to the electronic address of the representative listed in chapter 1.1. Official correspondence between the parties shall be carried out in Nordic or English language.

1.3 Duration

The Agreement enters into force on the date on which it is signed by the parties.

The Agreement will be for a term of four (4) years calculated as from the delivery date. After the first two years the Customer (each toll company) may terminate the Agreement by giving six (6) months' notice, and the Supplier may terminate the Agreement by giving nine (9) months' notice (against each toll company).

If one or more of the toll companies terminates the agreement, the remaining toll companies can still continue the agreement.

The Supplier is not exempted from its contractual obligations until the collection process of all submitted claims has been completed / all submitted cases have been closed.

2 COLLABORATION BETWEEN THE PARTIES

In order to achieve effective cooperation between the parties, necessary collaboration arenas and routines shall be established.

The Supplier shall participate with relevant resources and adapt its organization and processes as needed in order to ensure effective governance. The objectives of the governance structure and process are to continually assure that;

- the results and benefits derived from the Agreement are consistent with the expectations and objectives of both parties;
- the goals, objectives and strategies of both parties are fully understood by each party in order to ensure that efforts and deliverables are aligned towards achieving effective implementation of the Agreement;
- an effective relationship management process exists and is followed including a communication, decision-making, reporting and issue resolution process;
- the Customer with reasonable notification can undertake revision or change of the governance model to ensure that the best methods are used for communication and decision making;
- the Agreement and any relevant change order continue to provide value to the parties throughout the term of the contract.

3 SUB-CONTRACTORS

3.1 Use of sub-contractors - general

The Supplier is entitled to use sub-contractors. All subcontractors must be listed and approved by the Customer. The Customer must not be impacted by the Supplier's use of sub-contractors beyond the approval of the Customer.

The Supplier may, at its own expense and risk, use other subcontractors than originally agreed or switch subcontractors as required. However, the Supplier shall, before any change or supplement of the subcontractor, provide the Customer with information about this (each toll company). If there are justifiable reasons for it, the Customer may reject the Supplier's choice of subcontractor.

The Supplier is fully responsible for the performance of the subcontractors' fulfillment of the Contract in the same way as if the Supplier itself was responsible for the performance. The Supplier assumes full financial, legal and professional responsibility for the total deliveries, and handles all invoicing and communication with the Customer.

The Supplier's approved sub-contractors:

Name	Organization	Delivery area

3.2 Use of sub-contractors - personal data

The Supplier's approved sub-contractors that may store, process or delete personal data are listed in "Appendices to the Data Processing Agreement".

4 PAY AND WORKING CONDITIONS

The following applies in addition to clause 11.2 of the Agreement:

Travel costs, training or other administrative costs relating to this contract cannot be billed to the employees or deducted from their wages.