



Procurement for
Passenger transport by air

RFP document

Procurement under Part I and III of the Regulations

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1 Introduction

1.1 About the client

This procurement is being conducted by Norges Bank for both the Central Bank Operations and Norges Bank Investment Management (NBIM).

Norges Bank is the central bank of Norway. It is a separate legal entity wholly owned by the state of Norway. As the central bank of Norway, it is an executive and advisory body for monetary, credit and foreign exchange policy. Norges Bank's activities are governed by Act no. 31 of 21 June 2019 relating to Norges Bank and the Monetary System (the Norges Bank Act). For further information, www.norges-bank.no

Since 1997, in addition to its monetary role, Norges Bank has been appointed by the Ministry of Finance as manager of the Norwegian Government Pension Fund Global (the "GPFG" or the "Fund"). The GPFG represents savings for future generations in Norway. The original source of the Fund's capital is the net cash flow derived by the State of Norway from petroleum activities. The State of Norway, acting through the Government of Norway, deposits the GPFG with Norges Bank. Norges Bank invests that deposit in assets around the world, in accordance with the Management Mandate issued by the Norwegian Ministry of Finance.

The asset management responsibility for the Fund is allocated to Norges Bank Investment Management ("NBIM"), a department within Norges Bank. NBIM's principal office and headquarters is in the central bank in Oslo, Norway. It also has staffed offices in London, New York, Singapore, Luxembourg, Japan and Shanghai. For further information, see www.nbim.no

1.2 Purpose of the procurement

Norges Bank is seeking to enter 5—20 parallel framework agreements for domestic and international air transport for employees and others travelling on behalf of Norges Bank. This document contains tender documentation with information and requirements about this competition.

1.3 Scope of the agreement

The total scope of the assignments to be given in the contract period is expected to be on the order of 120 – 200 million NOK ex VAT for the total contract period. Please note that there is a degree of uncertainty concerning the volume of the contract. Previous experience indicates that the need can vary from year to year.

Norges Bank has a total of about 940 employees, with the head office in Oslo, and offices located in London, New York, Singapore, Shanghai, and real estate offices in Luxembourg, Tokyo and Paris. Please note that the volume relating to certain destinations may change during the agreement period. Norges Bank is therefore unable to make a binding commitment to the stated volumes for individual routes. Norges Bank reserve the right to use other airlines if prices and/or flight times are more suitable. Tenders may relate to all or parts of the route network.

The purpose of the tender is to enter into parallel framework agreements with 1 to 6 airlines/alliances per group mentioned in **Appendix 6** (Price Schedule). Requirements imposed by tenders regarding being the sole supplier for one or more routes will not be accepted.

1.4 Destinations, Volume and Travel Policy

Statistics / summary flights for 2019. The table in **Appendix 7** show the total volume and number of tickets Norges Bank from the respective offices. The top routes from each office are also included. Please note that a business trip may consist of both one-way tickets and round-trip tickets (mostly).

Norges Banks overall travel policy is to keep a modest profile and for all business trips to be carried out in a cost-efficient manner. In addition to the routes mentioned in **Appendix 6 and 7**, we do travel to several destinations both within Europe and Intercontinental.

2020 and 2021. Due to the global pandemic, no statistics have been attached for 2020 and 2021 as this period is not considered as representative.

Flight frequency and duration

The tenderer must specify flight frequency and flight duration to each destination specified in **Appendix 6 - Price Schedule**. Tenders must state whether the flight is in cooperation with third parties, and with which company.

1.5 Order channels / Implementing of Contract Pricing

Air tickets are booked through Norges Bank's travel provider (currently Egencia). The airline shall be responsible for implementing the contract offers in all Norges Banks global travel provider systems / online tools. This also applies to changes in agreed discounts.

1.6 Statistics / Reporting

Statistics should be shared with Norges Bank every six months (destinations, volume, cabin class and number of legs / tickets). Yearly meetings with statistics and relevant mutual information should also be held.

1.7 Information

Norges Bank will ensure that information about the agreement is well distributed to the employees via intranet and the travel provider's global online tools. The airline is responsible for keeping Norges Bank travel provider's main contact well informed about the agreement. The airline shall brief the travel provider in such a manner that the travel provider is able to follow up and apply the provisions of the agreement in an optimal manner.

1.8 Duration of the agreement

The duration of the framework-agreements is for 1 year and will be automatically be renewed for one year at a time (maximum 4 years in total), if not either party give a notice to not renew the contract with three (3) months prior notice before end of the contract-period. The contract may be terminated by either party with three (3) months prior notice during the contract period.

1.9 Contract type and provisions

A framework agreement will be signed with the tenderer who has submitted a tender that overall is considered to be economically the most advantageous to Norges Bank

1.10 Structure of the tender documents

The tender documents consist of:

Main document	Tender document (this document)
Appendix 1	Tender letter
Appendix 2	Deviations from the tender documents
Appendix 3	Self-declaration wage and working conditions
Appendix 4	Environmental Requirements
Appendix 5	Privacy Requirements
Appendix 6	Price Schedule (separate document)
Appendix 7	Statistics / summary flights (separate document)
Appendix 8	Key Contractual Requirements
Appendix 9	Reservations or deviations from the Key Contractual Requirements
Appendix 10	Ethical rules for contractors
Appendix 11	Data process agreement
Appendix 12	Template for assessment of external data process agreement (separate document)

2 Rules for the procurement

2.1 Procurement procedure

The procurement will be carried out with respect to the Act relating to Public Procurements of 17 June 2016 (Public Procurement Act) and the Regulations relating to Public Procurements (Public Procurement Regulations) FOR 2016-08-12-974, Part III, section 13 -1 (2). The contract award will be made after the for the procedure open tender.

- Partial tenders are not allowed
- Variant tenders are not allowed

In accordance with the fundamental principles of Norwegian procurement law, Norges Bank reserves the right to clarify and amend the RFP, as well as to cancel the procedure. All recipients of the RFP will be notified of any such clarifications or amendments and shall take these into consideration when preparing responses to the RFP. Norges Bank also reserves the right to seek further information and clarifications from the tenderers.

2.2 Publication of the procurement

The procurement will be published in Doffin (www.doffin.no) and Tender Electronic Daily (TED) (www.ted.europe.eu).

2.3 Timetable

Plan to perform the procurement with respect to the timetable below. It is emphasized that the plan is tentative. Norges Bank will be able to make adjustments during the course of the process.

Norges Bank wishes to make it clear that tenders that are delivered too late will be rejected

Milestone	Date
Deadline for submitting questions	14th December 2021
Deadline for delivery of tenders	22 nd December 2021 - 12:00 (Oslo-time)
Notification of contract award	Tentative: week 2 / 3 - 2022
Validity period	22 nd February 2022

2.4 Communications, questions on the tender documentation and supplemental information

All communications during the procurement process must take place via Mercell.

Inside the competition in Mercell, select the "communications" tabbed sheet. Then click on the "new message" icon in the menu bar. Enter your question/information and press "send". Norges Bank will then receive the question/information. Any questions that the tenderers might have concerning the tender documentation, possibly of the pre-tender conference, must be submitted within the deadline given in point 2.3 above.

All questions will be answered in good time before expiry of the inquiry/rendering deadline in anonymous form and made available as supplemental information to everyone who has registered their interest in Mercell / those bidders who have been invited to submit tenders. Supplemental information is available under the "communications" tabbed sheet and subsequently under the "supplemental information" tabbed sheet. Tenderers who have already registered their interest will also receive notification via e-mail if supplemental information is released during the competition. The tenderers can then follow the link in the notification in order to bring up the relevant competition.

2.5 Correction, supplementation and/or amendment of the tender documentation

Before expiry of the tendering deadline, Norges Bank has the right to undertake correction, supplementation and amendment of the tender documentation that are not of significance. Correction, supplementation or amendment of the tender documentation will immediately be sent to all tenderers who have registered their interest via Mercell. Information on correction, supplementation and amendment will be published electronically via Mercell. If errors are detected in the tender documentation, it is requested that this is communicated to Norges Bank via the communications module in Mercell.

2.6 Language

All written and verbal communications in connection with this competition must be in English. The language requirement also concerns the tender itself.

2.7 Norwegian Freedom of Information Act

With statutory authority in the Norwegian Freedom of Information Act of 19.5.2006, section 23, third subsection, exceptions may be made for tenders and records pursuant to the code of regulations concerning public procurements until the selection of the supplier has been made.

With statutory authority in the Norwegian Freedom of Information Act, section 13, cf. the Central Bank Act, section 5-2, Norges Bank has a duty of confidentiality concerning information on "the business-related conditions of others". It is emphasized that it is the information subject to confidentiality in the document and not the document in its entirety that is subject to disclosure, cf. the Norwegian Freedom of Information Act, section 13. Tenderers are hence requested to themselves mark/censor precisely which information in the tender that must be deemed to be subject to confidentiality

2.8 Duty of confidentiality

For employees and suppliers who perform work or service for Norges Bank, the duty of confidentiality follows from the Norwegian Act relating to Norges Bank and the monetary system (Central Bank Act), section 5-2. Subcontractors and third parties who become acquainted with information from the contractual relationship must be subjected to a duty of confidentiality corresponding to the duty of confidentiality established in the Central Bank Act, section 5-2.

The duty of confidentiality also remains in effect after the agreement has been ended. Employees or others who depart from their service with one of the parties also have a duty of confidentiality after they have departed. Employees of the supplier, subcontractors and possible third parties must sign a non-disclosure declaration formulated by Norges Bank.

2.9 Impartiality

Norges Bank will pose strict criteria as a basis in determinations of whether possible impartiality-compromising situations, cf. Public Procurement Regulations, section 7-5, are present. If Norges Bank based upon an assessment of the Supplier's explanation and the circumstances otherwise concludes that an impartiality conflict exists, this will result in rejection.

The company is expected to have a policy and arrangement for surveying and assessing possible partiality or impartiality conflicts. An explanation must be given of precisely which impartiality conflicts may exist with a justification for why it is not viewed as being of such a nature that one is prevented from shouldering the commissioned task.

2.10 Ethical rules for contractors

The tenderer who is awarded the commissioned task must confirm in the contract that ethical rules for contractors (**Annex 11**) apply for personnel carrying out the work with the supplier who have access to Norges Bank's premises or information systems.

2.11 Advertising

The Supplier is obligated to not conduct advertising or in some other manner to give the general public information concerning this agreement with its appendixes or the results of the agreement without the prior written approval of Norges Bank. The supplier is obligated to include a corresponding provision with respect to their subcontractors. If the Supplier participates in a competition pursuant to the Act and Regulations relating to Public Procurements and a client requests references from other clients, Norges Bank will upon request assess giving a reply concerning whether permission will be granted.

2.12 Tenderer's participation costs

Expenses that the tenderer incurs in connection with the preparation, submission or follow-up on the tender or the procurement process in general will not be refunded. Participation in this procurement process will not in any manner obligate Norges Bank to enter a contract with the tenderer or impose on Norges Bank any form of financial obligations with respect to the tenderer.

2.13 Deviations from the procurement documents

The Supplier bears the risk for unclear items in the tender, cf. Public Procurement Regulations, section 23-3 (2).

Tenders that contain significant deviations from the procurement documents must be rejected pursuant to the Public Procurement Regulations, section 24-8 (1) b. Norges Bank hence most strongly requests submitting tenders based upon those instructions and guidance that appear in this tender documentation with appendixes and possibly pose questions in the event of unclear items in the tender documentation.

3 Rejection grounds and Qualification requirements

3.1 In general on ESPD

In this competition, the tenderers must fill in the ESPD form that is integrated into Mercell.

3.2 National rejection grounds

The rejection grounds that are ticked under ESPD Rejection Grounds point C provide as a point of departure Norges Bank only a right to reject. In the following two cases, Norges Bank nevertheless has an obligation to reject:

1. If there exists a lack of impartiality that Norges Bank cannot remedy with minor intervention measures, cf. Public Procurement Regulations, section 24-2, first subsection, letter c.
2. If the tenderer has participated in the preparation of the competition, and in so doing has attained an unreasonable competitive advantage that cannot be remedied with minor intervention measures, cf. Public Procurement Regulations, section 24-2, first subsection, letter d.

Norges Bank has in ESPD Rejection Grounds point D ticked "purely national rejection grounds". The national rejection grounds go further than what follow from the rejection grounds specified in ESPD in two cases:

1. Norges Bank must reject a tenderer when it is aware that the tenderer has accepted an optional fine or been convicted of the specified criminal conditions in the Public Procurement Regulations, section 24-2, second subsection.
2. Norges Bank may reject a tenderer when it can be documented that the tenderer has in general committed serious errors that bring about doubts as to its professional integrity, cf. Public Procurement Regulations, section 24-2, third subsection, letter i.

3.3 Qualification requirements

3.3.1 General

The tenderer must answer the qualification requirements included in the ESPD form in Mercell.

Note that the qualification and documentation requirements appear under the heading "Description of requirement/documentation" under the individual requirement in Mercell.

3.3.2 Fulfilment of qualification requirements using other enterprises

The tenderer may choose to support itself with the capacity of other enterprises in order to fulfil the requirements for the supplier's economic and financial capacity and for technical and professional qualifications. What is meant by "other enterprises" is for example a parent company, co-operating partners, subcontractors and the like.

If the tenderer supports itself on the capacity of other enterprises in order to fulfil the qualification requirements for economic and financial capacity and/or for technical and professional qualification, then the tenderer must document that it has the requisite resources at its disposal. This can be documented by for example attaching a signed declaration of obligation from these enterprises. The enterprises must in addition submit separate ESPD forms.

3.3.3 Concerning requirements for the economic and financial capacity of the tenderers

If a tenderer supports itself on the capacity with other enterprises in order to fulfil the requirements for the supplier's economic and financial capacity, Norges Bank may require that they are jointly and severally liable for the execution of the contract. If the tenderer has objective grounds for not submitting the documentation that Norges Bank has requested, then the tenderer may document its economic and financial capacity by submitting any other document that Norges Bank deems to be suitable.

3.3.4 Requirements associated with the tenderer's suitability

Cf. ESPD form: qualification requirements, A: suitability

Qualification requirement	Documentation requirement
The tenderer shall be a legally established company	The following document shall be attached to the Self-Declaration Form: Norwegian companies: Certificate of incorporation Foreign companies: Proof that the company has been registered in an industry registry or company registry as prescribed in the legislation in the country where the supplier was established
The tenderer shall follow Norwegian rules and regulations regarding tax payments and VAT payments (Norwegian companies only)	The following document shall be attached to the Self-Declaration Form (Norwegian companies only): Tax and VAT-certificate issued by the city treasurer / district treasurer where the provider has its headquarters and by the tax collector in the county concerned. The tax and VAT-certificate must not be more than 6 months old calculated from the day of the deadline for submission of the request for admission.

3.3.5 Requirements for the provider's system for Environmental Impact

Cf. ESPD form: qualification requirements, D: System for quality assurance and environmental standards

Qualification requirement	Documentation requirement
The tenderer must have routines in place and focus on how to minimize the environmental impact	Please describe and document the company's adopted and implemented environmental strategy. Third-party certification such as the Nordic Ecolabel, environmental systems such as "Miljøfyrtårn" or ISO-14001, can be attached as documentation, provided that the requirement is covered by the certification. Other suitable documentation showing fulfillment of the requirement will also be accepted.

3.3.6 Execution of the qualification phase

Norges Bank will assess whether the qualification requirements have been fulfilled based on the documentation the suppliers have submitted together with the inquiry on participation in the competition. Suppliers who do not fulfil one or more qualification requirements will be rejected from the competition.

4.1 Award criteria

Framework agreement will be awarded to the tenderers with the best conditions between quality and price based on the award criteria and percentage weighting set out in the table directly below.

Normalization of score will not be used in the evaluation.

40 % QUALITY	DOCUMENTATION REQUIREMENT
<p>Norges Bank wants the best possible achievement of the following requirements</p> <ul style="list-style-type: none"> ○ Flight Frequency and flight duration emphasis will be given to airlines with <ul style="list-style-type: none"> • the most frequent flights • the most efficient flights ○ Routines and procedures regarding <ul style="list-style-type: none"> • air deviations • the airlines unforeseen changes • the airlines unforeseen cancellations (e.g., notification, rebooking, assistance, and service delivery in general) ○ Privacy requirements The Provider and systems/services must meet and comply with the requirements of the Personal Data Act and the EU Privacy Regulation ○ Risk of provided terms and conditions The following terms and conditions will be considered specifically: <p>Any dispute or claim (including non-contractual disputes or claims) shall be governed by the laws of Norway, England and Wales, or the State of New York, unless otherwise agreed.</p> <p>Should a dispute arise between the parties as to the interpretation or the legal effects of the Agreement, the parties shall first seek to reach agreement through negotiations and/or mediation.</p> 	<p>Please include in Appendix 6 the description of flight frequency and flight duration for each flight destination.</p> <p>Please describe the airlines routines for handling passengers regarding air deviations, the airlines unforeseen changes and the airlines unforeseen cancellations.</p> <p>Please fill in Appendix 5 – Privacy requirements</p> <p>Please provide the terms and conditions that will apply to the provision of the service.</p> <p>Please describe how the Key Contractual Requirements (Appendix 8) will be incorporated into your terms and conditions</p> <p>Please include your standard terms and conditions related to the contract.</p>

30 % PRICE	DOCUMENTATION REQUIREMENT
<p>Norges Bank wants suppliers with competitive prices within the following groups</p> <p>Group 1 – Norway / Scandinavia Group 2 – Europe Group 3 – Intercontinental Group 4 – Europe (point of sale: UK) Group 5 – Intercontinental (point of sale: UK) Group 6 – Domestic (point of sale: US) Group 7 – Intercontinental (point of sale: US) Group 8 – Intercontinental (point of sale: Asia)</p>	<p>Please complete the price schedule in Appendix 6 price schedule with</p> <ul style="list-style-type: none"> ○ Relevant flights / routes ○ Prices and discounts of all relevant booking-classes, in all categories, on a weekday in week 6 -2022. All offered prices should include one piece of checked in luggage. <p>During the contract period Norges Bank shall in addition be offered campaign prices. Based on volume the prices may adjust the percentage discount once a year, first time January 2023.</p>

30 % ENVIRONMENT	DOCUMENTATION REQUIREMENT
<p>Norges Bank wants to minimize the environmental impact of flying.</p>	<p>Please complete the schedule for environmental requirements in Appendix 4, and the columns in Appendix 6 (price schedule) for CO2 emissions per passenger</p>

4.2 Evaluation

Evaluation of the award criteria “Price”

Scoring and weighting of price is done according to a relative evaluation model, proportionate method. Norges Bank will calculate an average of all offered prices within all booking classes for each destination. The calculated averages will be summarized to a total price for each group.

The best offered sum price on each group gets 10 points, the other offers get points proportionally in relation to this, according to the following formula: Lowest price divided by price which is evaluated multiplied by 10.

Evaluation of the award criteria “Quality” and “Environment”

For evaluation of the tenders in relation to the award criteria’s quality and environment the tenders will be awarded points based on a relative evaluation model.

The best offer on each sub-criterion gets 10 points, the other offers get points based on relative difference in relation to best offer. Calculated points are weighted against the weight of the sub-criteria and then the weight of the main criteria. Weighted points for each sub-criterion are summed to a total sum for each offer for the criteria.

5 Tender delivery

5.1 Delivery of tenders

All tenders must be delivered electronically in Mercell within the deadline stated in clause 2.3, possibly a new deadline specified by Norges Bank. The Supplier may, before expiry of the tendering deadline, make possible changes and submit a new tender. The last tender submitted will be regarded as the final tender.

5.2 Tender structure

The tender shall follow the structure as given in Tender letter **Appendix 1**. tenders for one or both categories, ref section 1.2.

5.3 Alternative tenders and minimum requirements

There is no ability to submit alternative tenders.

6 Termination of the competition

6.1 Notification and qualifying period

Norges Bank will inform all suppliers in writing and simultaneously of who Norges Bank intends to award the contract to as soon as the selection of the supplier has been made.

The notification will contain a justification for the selection and specify the qualifying period from when the award is announced to when the signing of the contract is planned to be carried out (entry into the contract). If Norges Bank finds that the award decision is not in accordance with the criteria for the selection of a supplier, then the decision may be annulled up to when the contract is entered.

6.2 Cancellation of the competition

Norges Bank may cancel the competition if objective grounds exist, cf. the Public Procurement Regulations, section 25-4.

Template – Tender letter

Appendix 1

Tenderers shall submit this tender letter together with the tender
the tenderer shall complete the table and sign below

Procurement for Passenger transport by air

We have reviewed your tender documentation for the procurement for Passenger transport by air with any amendments/supplements. We accept that our tender will be valid until the expiry of the validity deadline stated in the progress plan in the tender documentation.

We confirm that we are bound by the terms of the tender and that Norges Bank may accept them at any point during the validity period.

We declare the following regarding deviations from the tender documents: Tick the correct option

We confirm that the offer does not contain any deviations from the tender documents	
Our offer contains deviations from the tender documents. An exhaustive description of all deviations is given in Appendix 2	

We confirm that our complete offer has been answered according to the procurement documents, and consists of:

Enclosed

Tender letter	
Completed template for description of all deviations from the procurement documents. Ref Appendix 2	
Completed self-declaration on pay and working conditions Ref Appendix 3	
Documentation in reply to Qualification criteria Ref Section 3 of this RFP	
Documentation in reply to award criteria Quality Ref Section 4 of this RFP	
Documentation in reply to award criteria price Ref Section 4 of this RFP	
Documentation in reply to award criteria Environment Ref Section 4 of this RFP	

The undersigned, who is authorised to sign on behalf of the tenderer confirms that the information provided in the tender is correct, accurate and current and that the tender is valid until 21st December 2021

Place:

Date:

Signature: _____

Name of signatory with capital letters:

Position of signatory:

Contact person for the tender

Name _____

Title _____

E-mail _____

Mobile phone _____

Appendix 2

Description of all deviations from the tender documents

Document reference	Original text	Deviation

Appendix 3

Self-declaration relating to wage and working condition

Legal authority is contained in the Act of 17th June 2016 No. 73 relating to public procurements; see also the Regulations relating to wage and working conditions in public contracts, adopted by Royal Decree of 6 February 2008

This confirmation concerns:

Company	
Organisation number	
Address	
Postcode/place	
Country	

I confirm that all employees in our company, externally hired employees and sub-contractors directly involved in the performance of the contract are subject to/have in place wage and working conditions as follows: I confirm that the wage and working conditions accord with the applicable regulations in areas covered by the Regulations relating to general collective wage agreements.

I confirm that the wage and working conditions accord with the applicable national collective wage agreement for the relevant sector in areas which are not covered by the Regulations relating to general collective wage agreements. In this context, “wage and working conditions” means provisions relating to minimum working hours, wages including overtime supplements, shift and rota supplements, and inconvenience supplements, and the coverage of expenses relating to travel, food and accommodation, to the extent that the collective wage agreement contains such provisions.

Pursuant to section 5 of the regulations, Norges Bank requires the supplier and any sub-contractors directly involved in the performance of the contract to be able to document, upon request during the contract period, the wage and working conditions of employees and externally hired employees who are involved in the performance of the contract.

If the supplier fails to comply with this duty, Norges Bank shall be entitled to retain parts of the contract sum corresponding to approximately twice the saving made by the supplier, until it is documented that the matter has been remedied. The supplier and any sub-contractors shall, upon request, document the wage and working conditions of the persons mentioned in the first paragraph.

General Manager (signature): _____ Date: _____

Environmental requirements

Appendix 4

Norges Bank is working on a commitment on optimizing the travel program on sustainability and therefore also want to minimize the environmental impact of flying.

Please fill in the tables below.

Sustainable aviation fuel

Please describe with key words your company's implemented routines and decided goals for investing in biofuel

Implemented routines	Decided goals	Comments

Carbon emissions

Please describe with key words how we as travelers can choose the most carbon-efficient flights (e.g., by displaying in booking tools/ TMC's booking tools)

Please describe with key words your company's implemented commitments for reducing carbon emissions on flights

Environmental impact

Please describe with key words your company's implemented commitments for reducing environmental impact (e.g., disposable items, waste sorting, dry wash aircrafts, light weight seats onboard, no plastic onboard)

Please describe with key words your routines and requirements against subcontractors and suppliers regarding reducing environmental impact

Appendix 5

Privacy Requirements

As an organization with its main establishment in Norway, Norges Bank is subject to and must process personal data in accordance with the Norwegian Personal Data Act 2018, implementing EU General Data Protection Regulation (Regulation (EU) 2016/679) (the GDPR). Norges Bank expects our processors to comply with their obligations as processors under the GDPR.

Where personal data is transferred to countries outside of the EEA, such transfers must comply with chapter 5 of the GDPR. Note that transfer includes both where personal data is stored outside the EEA and where personal data is stored inside the EEA but remotely accessed from a person (such as an employee of a sub-processor) located outside the EEA.

In the Schrems II decision, the EU Court of Justice ruled that before data transfer to a non-EEA country can take place, one must ensure that the laws of such country, the circumstances of the transfer, or supplementary measures, provide a level of data protection that is essentially equivalent to the level offered in the EEA. In particular, the level of data protection will not be sufficient if the data may have to be disclosed to authorities in a third country, such as pursuant to US intelligence laws.

Norges Bank expects any transfer of personal data to be in accordance with chapter 5 of the GDPR and additional guidance from supervisory authorities.

Must have requirements

A tender will be rejected if, after the best and final tender submitted, the participant is not compliant with any absolute requirements, as listed below. Yes/no answers should be provided.

Supplementary information

Requested information in addition to absolute requirements (will not be evaluated)

Must have requirements (will not be evaluated)

Answer yes / no

P1	Provider and systems/services must meet and comply with the requirements of the Personal Data Act and the EU Privacy Regulation	
P2	If you consider yourself as a data processor: In cases where the provider considers himself as a data processor according to GDPR, a data processor agreement must be entered into, in accordance with GDPR article 28, between the provider and Norges Bank.	

Supplementary information in addition to absolute requirements

Please describe

(will not be evaluated, but can be used to supplement and verify the answers to the Must requirements)

P3	Norges Bank has attached a draft data process agreement, please see Appendix 11 . The purpose of attaching Norges Bank's draft data process agreement is not to prevent the supplier from using its own data process agreement, where this is considered appropriate. An overall assessment will be made of whether external data processor agreements meet the requirements of the GDPR, but based on the criteria specified in the attached Excel form; template for assessment of external data processor agreement for Norges Bank, Appendix 12	Please attach the provider's data processor agreement if you prefer to use your own DPA
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Supplementary information in addition to absolute requirements (will not be evaluated, but can be used to supplement and verify the answers to the Must requirements) Please describe

P4	<p>Will the personal data processed as part of the services be hosted solely in EEA countries?</p> <p>If NO, please list the non-EEA country where the personal data will be hosted</p>	Please list
P5	<p>Will the personal data be accessible (including remote access) solely from an EEA country?</p> <p>If NO, please list the non-EEA country from which the data may be accessed by you, your affiliates or sub-processors</p>	Please list
P6	<p>Indicate which legal entities, both affiliates, third parties / sub-processors, will process personal data on behalf of Norges Bank in connection with the services.</p> <p>Please note that this can cover everything from devices that store data (for example hosting providers) to devices that can remotely access personal information (for example for support purposes). Specify the type of services, processing activities, and geographical location for each of the devices</p>	Please describe and specify
P7	<p>If NO to question P5 and/or P6:</p> <p>Where personal data processed as part of the services is transferred outside the EEA for processing by you, your affiliates or sub-processors, Norges Bank requires that:</p> <p>a) the data processing activities undertaken by you, your affiliates or sub-processors take place solely in jurisdictions recognized by the European Commission as providing adequate level of protection for personal data (art 45 GDPR); or</p> <p>b) the transfer of personal data to you, your affiliates or sub-processors are subject to appropriate safeguards pursuant to art 46 GDPR, such as the EU Standard Contractual Clauses or Binding Corporate Rules approved by a relevant data protection authority. Will the transfer(s) of personal data meet this requirement?</p>	Please describe
P8	<p>If transfer of personal data is made based on appropriate safeguards pursuant to art 46 GDPR (option b) above), please confirm and describe whether the third country affords a level of protection that is essentially equivalent to that guaranteed in the EEA, taking into account e.g., the third country's legislation and practices applicable to the transfer. In particular, please describe whether you or any of the entities processing personal data on our behalf, are subject to US Section 702 FISA, US Executive Order 12 333 or other similar third-party surveillance legislation or obligations</p>	Please confirm and describe

Supplementary information in addition to absolute requirements (will not be evaluated, but can be used to supplement and verify the answers to the Must requirements) Please describe

P9	<p>If NO to question P5, please describe the supplementary measures that you have implemented or will implement to bring the level of protection essentially equivalent to the level offered by the GDPR, including:</p> <ul style="list-style-type: none"> - technical supplementary measures, such as encryption and/or pseudonymization, - contractual supplementary measures, such as contractual obligations to take specific actions to notify us, or to exclude our data, if you receive a data disclosure request by an authority, - organizational supplementary measures, such as internal policies for governance of international data transfers, or for purging or minimizing your customers' data to avoid or limit disclosure of such data to authorities 	Please describe
P10	If the supplier considers itself to be independently responsible for processing in accordance with the GDPR, a brief justification for this is requested	Please describe
P11	Describe how the provider / supplier meets the requirements of the Personal Data Act / GDPR when processing personal data	Please describe
P12	Describe how the principle of built-in privacy described in Article 25 of the GDPR is implemented in the provider's system / services	Please describe
P13	Describe how the principle of built-in privacy described in Article 25 of the GDPR is implemented in the provider's system / services	Please describe
P14	Describe how functionality for anonymization, pseudonymization and deletion is taken care of	Please describe
P15	Describe how the services the provider provides will support Norges Bank in safeguarding the data subjects' rights under GDPR article 3, including the right to information, the right of access and the right to be forgotten	Please describe
P16	Describe the process for how data breaches are detected and handled, cf. Article 4 (12) of the GDPR	Please describe
P17	Describe how the privacy security of the treatment is safeguarded, and what concrete measures have been implemented to have a satisfactory level of security in place in accordance with GDPR article 32	Please describe

NB's Key Contractual Requirements are set out below and include but are not limited to the following terms and conditions. Please ensure that you complete the **Appendix 9** to identify reservations and deviations to any of the Key Contractual Requirements, identifying where these reservations and deviations are incorporated in the offered terms and conditions. These are requirements and material reservations to these may lead to the tender being rejected according to the Norwegian Public Procurement Regulation Section 24-8. [Non-substantial reservations or deviations may lead to a deduction in score on the Risk Criteria].

Tenderers shall include their offered standard terms and conditions for the system and services. Please ensure that these terms and conditions either:

1. Incorporate the Key Contractual Requirements by specific drafting of these into the offered terms and conditions; or
2. Incorporate by reference as for example, an appendix to the offered terms and conditions, the Key Contractual Requirements, stating that the Key Contractual Requirements take precedence over the terms and conditions.

1) Counterparty's liability¹	<p>The counterparty's liability to Norges Bank shall cover direct losses and expenses.</p> <p>The counterparty's liability to Norges Bank shall, as a minimum, be equivalent to the annual contract value.</p> <p>Nothing in the terms and conditions shall limit the counterparty's liability for IPR-related indemnities, breach of confidentiality, defective title, and/or liabilities that cannot legally be limited.</p>
2) Norges Bank's liability	Norges Bank's liabilities to the counterparty shall, as a maximum, be equivalent to the annual contract value.
3) Sovereign immunity	Norges Bank does not expressly waive the sovereign immunity of Norges Bank or the Government of Norway under applicable law (which relates to suit, enforcement, and taxation).
4) Governing law	The terms and conditions and any dispute or claim (including non-contractual disputes or claims) shall be governed by the laws of Norway, England and Wales, or the State of New York, unless otherwise agreed.
5) Dispute resolution	The terms and conditions shall be subject to the jurisdiction of the courts of the governing law jurisdiction. The terms and conditions and any dispute or claim shall not be subject to exclusive arbitration agreements.
6) Confidentiality	<p>All information received about Norges Bank shall be confidential and treated accordingly.</p> <p>Both during the term and post termination or expiry, Norges Bank shall be entitled to:</p> <ul style="list-style-type: none"> • provide the counterparty's confidential information to the Ministry of Finance and to Norges Bank's internal and external auditors, in connection with their supervision/audit of Norges Bank, • retain the counterparty's confidential information in order to comply with Norges Bank's filing, reporting and archiving obligations, subject always to appropriate confidentiality provisions (where relevant).

¹ The 'annual contract value' cap to apply unless dealing with a major contract, in which case more sophisticated/tailored approach to be included.

7) Access for Norges Banks auditors²	The counterparty shall co-operate as necessary with Norges Bank and/or its internal or external auditors in connection with any audits.
8) Use of Norges Banks's name	The counterparty shall not without prior written consent from Norges Bank, use Norges Bank or NBIM's name on customer lists or in any marketing materials.
9) Termination³	<p>Norges Bank shall be entitled to terminate:</p> <ul style="list-style-type: none"> • immediately, without notice, where the counterparty has become insolvent or there is a risk that the counterparty may become insolvent; or • immediately, without notice, where the counterparty is in default under the terms and conditions, and such default is not capable of being remedied within a reasonable period, such period to be determined in NB's sole discretion, or • at any time, with notice, for convenience.
10) Transfer of rights	<p>Norges Bank may transfer, assign, or novate the contract without consent if the transfer, assignment, or novation is to a government entity.</p> <p>The counterparty shall provide Norges Bank with prior written notice of any proposed transfer or assignment of any or all of its rights and obligations under the terms and conditions.</p>
11) Amendments⁴	<p>The terms and conditions shall only be modified by written agreement between the parties.</p> <p>Unilateral amendments by the counterparty shall be subject to prior written notice to Norges Bank and Norges Bank shall be entitled to terminate prior to the change takes effect.</p>
12) Data Protection	<p>To comply with the Norwegian Personal Data Act, implementing the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"), Norges Bank shall require:</p> <ol style="list-style-type: none"> a) Where the counterparty (in its capacity as a "processor") processes personal data on behalf of Norges Bank, the parties shall enter into a data processing agreement in accordance with the requirements of article 28 GDPR; and b) Where personal data is transferred outside the European Economic Area, that <ol style="list-style-type: none"> i. data processing activities will take place solely in jurisdictions recognized by the European Commission as providing adequate level of protection; or ii. the transfers are subject to appropriate safeguards pursuant to article 46 GDPR, including where required by Norges Bank, the EU Standard Contractual Clauses (EU controller to Non-EU/EEA processor or EU controller to non-EU/EEA controller, as appropriate), or any replacement or

² Audit requirements in major agreements to be reviewed on a case-by-case basis.

³ Termination requirements in major agreements to be reviewed on a case-by-case basis.

⁴ Changes notified on counterparty website may be acceptable, provided that is typical for service/provider and includes appropriate restrictions (e.g. scope and materiality of changes).

	alternative clauses approved by the European Commission.
13) Supplier's social responsibility	The terms and conditions shall include socially responsible public procurement performance clauses, where applicable.
14) Pay and Working Conditions	The terms and conditions shall, where applicable, include requirements regarding pay and working conditions, documentation and sanctions pursuant to " <i>Forskrift om lønns- og arbeidsvilkår i offentlige kontrakter</i> " (Pay and Working Conditions Regulation) of 08.02.2008 no. 112.
15) Ethical rules	The counterparty shall adhere to the Ethical rules for conductors (see Appendix 10) as updated and notified from time-to-time.

Appendix 9

Template – Reservations or deviations

The tenderer shall complete this form, and provide the relevant documentation as required in section 4 above. Please answer each of the confirmation statements below and ensure that you have ticked the applicable checkbox for each of the confirmation statements.

CONFIRMATION #1

☐ We confirm that we have no reservations and/or deviations to the NB Key Contractual Requirements as set out in **Appendix 8**.

Or:

☐ We confirm in the table below, the list of reservations and/or deviations to the Key Contractual Requirements as set out in **Appendix 8**. We understand that material reservations to these may lead to the tender being rejected according to the Norwegian Public Procurement Regulation Section 24-8.

Clause reference	Reservation or Deviation to the NB Key Contractual Requirements	Rationale for reservation or deviation	Specific amendment drafting proposed for the reservation or deviation

CONFIRMATION #2

☐ We confirm that we accept of the Ethical rules for conductors **Appendix 10**. We understand that this is a mandatory requirement.

Date:

Signature:

Name of signatory:

Position of signatory:

NORGES BANK
ETHICAL RULES FOR CONTRACTORS
ENGAGED BY THE GOVERNOR'S AREA OF RESPONSIBILITY

These ethical rules were laid down by the General Counsel of Norges Bank on 17 November 2014 and were last amended on 16 September 2020. The rules are based on the ethical principles adopted by Norges Bank's Executive Board on 19 October 2011 (last amended on 24 June 2020) and the supplementary ethical rules of conduct for employees in the Governor's area of responsibility adopted by the Governor of Norges Bank on 25 June 2020.

These rules apply to contractors with access to the Bank's premises or systems. Contractors are responsible for ensuring that staff performing services or work for Norges Bank are familiar with these ethical rules.

If a contractor breaches these rules, the contract may be terminated.

1. Common rules for all contractors

1.1. General

Norges Bank as the central bank has been given considerable authority and trust. Contractors shall contribute to safeguard Norges Bank's reputation by maintaining a high level of ethical awareness and integrity.

1.2. Human rights and labour rights

Contractors shall:

- respect human rights
- comply with internationally recognised UN and ILO conventions concerning human rights and labour rights
- adhere to the national legislation of the countries in which the contractor operates, including labour rights legislation.

1.3. Illegal acts and corruption

Contractors or third parties acting on behalf of a contractor:

- shall not commit illegal acts, including all forms of corruption
- must not, on their own behalf or on behalf of others, demand, receive or accept an offer of undue advantage in connection with the contractor's assignment
- must not provide or offer undue advantage to another party in connection with the contractor's assignment for Norges Bank.
- shall not contribute to any form of agreement or transaction associated with proceeds from criminal activity (money laundering) or associated with terrorist activity.

1.4. Discrimination

Norges Bank does not accept any form of discrimination, harassment or bullying by persons involved in Norges Bank's activities.

1.5. Duty of confidentiality

Anyone performing services or work for Norges Bank shall be obliged to prevent unauthorised persons from gaining access to, or knowledge of, any information that comes to his or her knowledge in the performance of his or her duties with regard to the business affairs of the Bank or others, or the personal affairs of anyone (cf. Section 5-2 of the Central Bank Act).

The duty of confidentiality remains in force after the completion of the assignment or service contract, and violation is subject to a penalty. Contractor employees who perform work or services for Norges Bank and who have access to the Bank's premises or systems shall sign a declaration of confidentiality.

1.6. Conflicts of interest

Contractors must not engage in any actions that may create or may appear to create, a direct or indirect conflict of interest between their own interests and the interests they are to protect as contractors engaged by Norges Bank. Contractors shall notify Norges Bank of any potential conflicts of interest.

1.7. Gifts

Contractors must not give any form of gifts or personal benefits to Norges Bank employees or close associates of Norges Bank employees. The term "close associates" is defined as in Section 2-5, subsections 1, 2 and 4, of the Securities Trading Act (for example, spouse, children under the age of 18 or companies where the contractor has determinative influence).

2. Specific rules

2.1. Scope

The rules below are special rules that apply to contractor employees:

- when these employees act on behalf of Norges Bank
- when these employees through their assignment for Norges Bank have inside information or other confidential information

The more specific application of these rules can be agreed on as necessary.

2.2. Personal trading

A contractor employee:

- may not at any time purchase, establish, sell, submit trading orders, redeem or refinance financial instruments, foreign exchange products or fixed rate products if the employee through his or her work for Norges Bank has – or has access to – information that is not publicly available relating to circumstances that may affect market prices
- with access to inside information concerning the policy rate setting process or the process of preparing advice on the countercyclical capital buffer may not purchase, establish, sell, submit trading orders, redeem or refinance financial instruments, foreign exchange products or fixed rate products designated in NOK during the 21 calendar days immediately preceding the date of publication of the policy rate decision and the decision basis for the advice concerning the countercyclical capital buffer, or until the advice has been published
- may nonetheless engage in the necessary exchange of currency in connection with travel or relocation across countries using different currencies
- who through his or her work for Norges Bank may have access to confidential information concerning a financial institution is not permitted to acquire or dispose of Norwegian transferable securities (cf. definition in Chapter 2-4 (1) of the Securities Trading Act) that are issued by financial sector undertakings or derivatives of such securities.

A contractor employee who in his or her work for Norges Bank:

- manages portfolios or make transactions in financial instruments or otherwise takes decisions concerning financial instruments is not permitted to conduct transactions for their own account in the same financial instruments specified in the management mandate.
- has – or has access to – information about Norges Bank's decisions concerning trading in financial instruments is not permitted to make transactions for his or her own account in the same type of financial instrument until the information has been made publicly available
- normally, in the performance of his or her duties, has insight into or whose work involves management of financial instruments or foreign currency for Norges Bank may not:
 - trade in derivatives or exchange-traded notes (ETNs).
 - use counterparties in personal trading that regularly and on a significant scale provide services for Norges Bank Central Banking Operations, unless trading takes place electronically and is based on standard terms and conditions

- is in possession of insider information or other confidential company information regarding NBIM's investment activities shall in all circumstances avoid using such information for personal trading or for providing investment advice to others or passing on such information to unauthorised persons (cf also Section 2.3).

2.3. Handling of inside information and other confidential company information

Contractor employees who in their work for Norges Bank acquire knowledge of inside information (cf. definition in the Securities Trading Act) or other confidential information must not misuse such information. Whoever is in possession of inside information or other confidential company information must:

- not abuse it to trade in financial instruments, either directly or indirectly, for his/her own account or for the account of another, or encourage others to engage in such transactions
- not pass such information on to unauthorised persons
- exercise due care to ensure that the information does not come into the possession of unauthorised persons or is abused
- not advise unauthorised persons on trading in the financial instruments concerned.

The abuse of inside information constitutes a criminal offence according to the Securities Trading Act.

2.4. Gifts

Contractor employees must not accept gifts or personal benefits for themselves or others from the Bank's business contacts or from others when performing work or service for Norges Bank that may constitute a personal advantage for the employee or that could, or may be intended to, influence the employee's performance of his or her duties. The prohibitions in this provision apply irrespective of the financial value of the benefit and even if the giving of the benefit is deemed customary in the relevant social setting, country or culture.

2.5. Invitations

Costs related to travel, participation in external seminars etc. for Norges Bank incurred by a contractor employee will as a main rule be covered by Norges Bank or by the contractor himself where this is agreed and appropriate.

Contractor employees acting on behalf of Norges Bank may accept meal invitations from Norges Bank's business contacts only if the meal naturally forms part of a meeting or other type of event that is connected to an engagement for Norges Bank, or where the purpose is clearly not to obtain a contract with or special benefits from Norges Bank.

If expenses are otherwise regulated in a clause in the contract between the contractor and Norges Bank, the contract clause takes precedence over the provision in this section.

2.6. Lectures and educational activities

Contractor employees are not permitted to accept compensation for external lectures directly linked to Norges Bank's activities unless the total value of the compensation is less than NOK 500. Compensation in the form of cash or deposit money may nonetheless not be accepted.

Norges Bank shall cover travel and subsistence expenses in connection with external lectures held by or with the contribution of the contractor employee in his or her service for Norges Bank. The host organisation may cover seminar fees etc. and meals included in the seminar fee when the lecture is part of the seminar. In special cases, Norges Bank can provide prior approval for additional expenses to be covered by the host organisation if it is deemed unobjectionable to make an exception. If expenses are otherwise regulated in a clause in the contract between the contractor and Norges Bank, the contract clause takes precedence over the provision in this section.

3. Right of inspection

In the contract period, the contractor has a duty to be transparent vis-à-vis Norges Bank with regard to issues related to the contractor's compliance with these ethical rules, in particular with regard to control and follow-up.

4. Disclosure of wrongdoing

Contractors that have knowledge or suspicion of breaches of these ethical rules shall notify internal audit at Norges Bank at email address: IR-Varsling@Norges-Bank.no.

Contractor employees are encouraged to disclose possible wrongdoing related to the implementation of the agreement with Norges Bank. If it is not appropriate to use ordinary reporting procedures, the contractor employee may report such circumstances directly to internal audit at Norges Bank at email address: IR-Varsling@Norges-Bank.no. Such disclosures may apply to circumstances at Norges Bank and the contractor.

5. Exceptions from the rules

Any exceptions from these rules in individual cases are subject to the prior written approval of Norges Bank.



Data Processing Agreement

by and between

Norges Bank
Hereinafter "*Controller*"

and

[COMPANY]
Hereinafter "*Processor*"

1 Purpose of the Agreement

The Processor shall provide Controller services under the agreement entered into by and between the Processor as service provider and the Controller as client (hereinafter “the Master Agreement”). Performance of the services under the Master Agreement means that the Processor will process personal data on behalf of the Controller.

This Agreement (hereinafter “the Agreement”) regulates the processing of personal data. The Agreement shall ensure that personal data are processed in accordance with the provisions of:

- Acts and regulations relating to the processing of personal data
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data (General Data Protection Regulation – GDPR)

(Collectively referred to as the “Privacy Regulations”)

In the event of any conflict between the Master Agreement and the Agreement regarding the processing of personal data, the Agreement shall prevail.

The purpose of the processing, the categories of data subjects and the type of personal data to be processed are described in **Annex 1** to this Agreement.

The Processor’s services are described in the Master Agreement.

2 Guarantee

Through the present Agreement, the Processor guarantees that it will put in place suitable technical and organisational measures to ensure compliance with Privacy Regulation.

3 Duties of the Controller

The Controller is responsible for ensuring that there is a statutory authority for all processing of personal data and for determining the purpose and method for the processing of personal data by the Processor pursuant to the Agreement.

The Controller shall treat personal data in accordance with the privacy regulations in force at the time in question.

4 Duties of the Processor

4.1 Routines and instructions

The Processor shall process personal data only in the manner described in this Agreement. The Processor shall follow the routines and instructions for the processing that the Controller has decided shall apply at the time in question. The Processor may not process personal data in a manner other than what is necessary to provide the services under the Master Agreement, unless otherwise stated in the Controller’s documented instructions.

The Processor shall provide the Controller with reasonable assistance to ensure that the Controller complies with the provisions of the Privacy Regulations. The Processor shall notify the Controller without delay if, in the Processor’s opinion, the Controller’s instructions are at variance with the Privacy Regulations.

A change in the location where personal data are stored requires the prior written approval of the Controller before implementation.

The Processor shall not transfer personal data out of the EU/EEA area without the written approval of the Controller. If such a transfer shall take place, the Processor is obliged to ensure that there is a valid legal ground for the transfer as well as provide documentation establishing that the conditions for using this legal ground are met.

The Processor shall without undue delay reply to queries from the Controller regarding the processing of personal data. The Processor is further obliged to assist the Controller with access to the personal data as necessary. Queries to the Processor from others pertaining to this Agreement, including any requests from data subjects regarding access, rectification, erasure and other rights shall be forwarded to the Controller as expeditiously as possible.

The Processor shall ensure that personal data that are processed for the Controller are kept logically separate from its own and others' data.

The Processor shall have documented internal control routines for its processing of personal data and is obliged to submit this documentation to the Controller.

The Processor is obliged to ensure that all persons with access to personal data are familiar with the Privacy Regulations and the obligations pursuant to this Agreement.

4.2 Access to systems etc and access to data

The Processor shall have an overview of those employees and any contractors that are given access to the information system or to areas containing personal data and equipment on which personal data are stored. Access shall be restricted to employees with a work-related need for the information. All use of the information system shall be logged.

The Processor is obliged to grant the Controller access to its security documentation.

Unless otherwise agreed or pursuant to law, the Controller has the right of access to personal data processed by the Processor and the systems used for this purpose. The Processor is obliged to provide the necessary assistance in this regard. The Processor is obliged to assist the Controller with any access requests and other requests from data subjects associated with the processing of personal data.

A corresponding right of verification and access shall be granted to the Norwegian Data Protection Authority or other relevant supervisory body authorised to demand access to the Controller's activities. The right of verification and access includes the power to conduct on-site inspections. The Processor is also obliged to respond to direct queries and to submit documentation.

4.3 Duty of confidentiality

The Processor and its employees, including consultants and others engaged by the Processor are subject to a duty of confidentiality regarding matters with which they become familiar during the term of the Agreement. This information shall be kept confidential.

The Processor is obliged to ensure that all persons with access to personal data are familiar with the Privacy Regulations and the obligations pursuant to this Agreement, including the duty of confidentiality.

This provision also applies after the termination of the Agreement.

4.4 *Transfer of Personal Data outside the EEA*

The data processor shall not transfer personal data out of the EEA area without the prior written approval of the data controller. Transfer includes access (remote access) from countries outside the EEA. If the transfer is to take place, the data processor is obliged to ensure that there is a valid transfer basis as well as documentation that proves that the conditions for using the transfer basis have been met, including measures to ensure a satisfactory level of protection for personal data in third countries. This must be submitted to the Processing Officer for assessment before any approval is given. Further information shall be included in Appendix 4.

In connection with the transfer of Personal Data outside the EEA ("Third Country"), the Data Processor shall, when the Data Controller deems it appropriate, cooperate with the Data Controller to enter into data transfer agreements based on EU Standard Contractual Clauses (SCC) / EU standard privacy data transfer rules. to Data Processors established in Third Countries, or under agreements that replace or constitute an alternative to the transfer bases approved by the EU Commission.

Furthermore, the Data Processor shall enter into the written agreements and declarations that are necessary (according to the Processing Officer's assessment) to comply with the Privacy Act which deals with cross-border transfer of Personal Data, either to or from the Data Processor.

5 Use of subcontractors

If the Processor utilises a subcontractor or others who are not normally employees of the Processor, this must be agreed in writing with the Controller before the processing of personal data commences. The Processor shall not engage another subcontractor unless prior written permission has been obtained from the Controller. The same applies in the event of the replacement of a subcontractor engaged to process personal data on behalf of the Processor.

The Processor is responsible for ensuring that all parties performing engagements on behalf of the Processor that include use of personal data are aware of the Processor's contractual and statutory obligations and fulfil the terms and conditions pursuant thereto.

The Processor is accountable for subcontractors' performance of services and obligations under this Agreement in the same manner as if the Processor itself had performed the service or obligation, including infringements of privacy legislation or breaches of this Agreement.

The Processor may transfer personal data and/or other confidential information to subcontractors and third parties only to the extent necessary for performance of the Master Agreement or the Controller's documented instructions or compliance with an order mandated by law.

The Processor shall maintain a list of subcontractors used pursuant to this Agreement. The list of subcontractors shall appear in Annex 1 to this Agreement.

6 Information security

The Processor shall comply with the requirements for security measures under the current Privacy Regulations.

The Processor shall implement satisfactory technical, physical and organisational security measures to protect personal data covered by this Agreement against unauthorised or unlawful access, changes, erasure, damage, loss or inaccessibility.

The Processor shall document its own security organisation, guidelines for its security work, risk assessments, and established technical, physical or organisational security measures.

All transmission of personal data between the parties, either in the form of computer files or in another manner, shall be satisfactorily secured against unauthorised access. The same applies to agreed transmission or provision of access to a third party.

The Processor shall put in place continuity and contingency plans to deal with security incidents effectively.

The Processor shall provide its own employees sufficient information on and training in information security in order to ensure the security of personal data being processed on behalf of the Controller.

Documentation of compliance with the requirements for information security under this Agreement shall be made available to the Controller on request.

7 Discrepancies

Personal data breaches and other security breaches shall be treated as discrepancies. These include use of personal data or the information system that is at variance with established routines, this Agreement or the Privacy Regulations. The Processor shall have in place routines and systematic processes for following up discrepancies.

If a discrepancy is discovered, or if there is reason to believe a discrepancy exists, the Processor shall report the discrepancy to the Controller immediately, without undue delay and never later than 24 hours after the discrepancy occurred, notify the Data Controller of the discrepancy.

As a minimum, the notification shall contain information describing the security breach, the data subjects affected by the security breach, the personal data affected by the security breach, the immediate actions that were taken to deal with the security breach and the preventive measures, if any, put in place to avoid similar incidents in the future.

The Controller is responsible for forwarding notifications of security breaches from the Processor to the Norwegian Data Protection Authority. The Processor shall assist the Controller as needed to provide complete information to the Authority and data subjects.

The Data Processor shall immediately implement necessary and recommended remedial measures and shall cooperate fully with the Data Controller and make all reasonable and lawful efforts to prevent, minimize or correct the Deviation, including:

- a) investigate the Deviation and carry out analyses to find the cause of the security breach;
- b) remedy the effects of the Deviation; and
- c) provide the Data Controller with reasonable assurance that it is unlikely that such a Deviation will occur again.

The data processor shall have in place routines and systematic processes to follow up Deviations, ie to restore normal condition, remove the cause of the Deviation and prevent recurrence.

The data processor shall as soon as possible submit a written report to the Data Controller. The report shall contain information on what measures the Data Processor has implemented to restore normal conditions, remove the cause of the Deviation and prevent recurrence. The Data Processor shall provide the Data Controller with all information necessary for the Data Controller to comply with applicable Privacy Act and enable the Data Controller to answer questions from supervisory authorities. Contents of folders, communications, alerts, press releases or reports related to the Deviation must be approved by the Data Controller before they are published or communicated.

8 Responsibility

The parties' liability for damage to the registered or other natural persons and which is due to violation of the Privacy Regulations, follows the provisions of Article 82 of the Privacy Ordinance. Limitations of compensation in the Main Agreement do not apply to liability arising from Article 82 of the Privacy Ordinance.

The parties are individually responsible for infringement fines imposed in accordance with the nature of the Privacy Ordinance. 83.

9 Security audits

Security audits of systems and the Processor's obligations under this Agreement shall be conducted by the Processor at the written request of the Controller. Ordinary security audits under this Agreement may only be conducted once per calendar year. The Controller may conduct further security audits in the event of incidents or suspicion of incidents involving a security breach.

The Processor is obliged to make accessible all information necessary for demonstrating compliance with the provisions of this Agreement.

The Processor shall allow the Controller and the Controller's internal and external auditors to observe the Processor's performance of this Agreement. This also pertains to all other matters that the Controller and/or the Controller's auditors assume may be of importance for the performance of the Processor's obligations, or that are necessary for determining that work routines and procedures are carried out as specified in, and pursuant to, the requirements of this Agreement.

A corresponding right of verification and access shall be granted to the Norwegian Data Protection Authority or other relevant supervisory body authorised to demand access to the Controller's activities. The right of verification and access includes the power to conduct on-site inspections. The Processor is also obliged to respond to direct queries and to submit documentation.

The parties shall bear their own costs associated with the conduct of audits, unless the audit uncovers faults with and defects in the Processor's services. In that case, all costs shall be borne by the Processor.

10 Duration of the Agreement

This Agreement shall be in force as long as the Processor processes personal data on behalf of the Controller.

In the event of a breach of this Agreement or an infringement of the Personal Data Act, the Controller may order the Processor to refrain from further processing of data with immediate effect.

11 On termination

At the termination of this Agreement, the Processor is obliged to delete and return all personal data in accordance with best practice at the time in question, including copies of same that have been processed on behalf of the Controller and that are covered by this Agreement.

The Processor is obliged to delete or properly destroy all documents, data, storage media etc that contain (copies of) personal or other data covered by this Agreement and that the Processor is obliged to store pursuant to law. This also pertains to any back-up copies.

The Processor shall document in writing that deletion and/or destruction has been carried out in accordance with the Agreement within a reasonable period after the termination of the Agreement.

12 Communications and notifications

Communications and notifications under this agreement shall be sent in writing to the persons specified in Annex 2.

13 Choice of law and legal venue

The Agreement is subject to Norwegian law and the parties agree to Oslo District Court as legal venue [unless otherwise specified in the Master Agreement]. This also applies after the termination of the Agreement.

This Agreement is in two (2) copies, of which each party retains one.

Place and date

Controller

Processor

.....

(signature)

[Name]

[Title]

.....

(signature)

[Name]

[Title]

Annex 1 - Processing of personal data and subcontracting processors

Purpose of the processing

- | | |
|---|--|
| <input type="checkbox"/> HR and processing personnel data | <input type="checkbox"/> Control/compliance monitoring |
| <input type="checkbox"/> Operation of the bank | <input type="checkbox"/> Protection of assets and security measures |
| <input type="checkbox"/> Compliance with statutory requirements and protection of legal interests | <input type="checkbox"/> Research and analysis |
| <input type="checkbox"/> Other (please specify): | <div style="border: 1px solid black; height: 20px; width: 480px;"></div> |

Data subjects

- | | |
|--|--|
| <input type="checkbox"/> Employees of Norges Bank | <input type="checkbox"/> Employees' related parties |
| <input type="checkbox"/> Lessees | <input type="checkbox"/> Protection of assets and security measures |
| <input type="checkbox"/> Visitors | <input type="checkbox"/> The general public |
| <input type="checkbox"/> Other data subjects (please specify): | <div style="border: 1px solid black; height: 20px; width: 480px;"></div> |

Personal data

- | | |
|--|--|
| <input type="checkbox"/> Name | <input type="checkbox"/> Contact information |
| <input type="checkbox"/> Date of birth | <input type="checkbox"/> National identity number |
| <input type="checkbox"/> Employee information | <input type="checkbox"/> Information on assets |
| <input type="checkbox"/> Recruitment and hiring/employment documents | <input type="checkbox"/> Copy of identification documents |
| <input type="checkbox"/> Attendance and absence | <input type="checkbox"/> Physical access and access logs |
| <input type="checkbox"/> Use of mobile phones | <input type="checkbox"/> Use of computer system and Internet |
| <input type="checkbox"/> Travel information | <input type="checkbox"/> Photo/video |
| <input type="checkbox"/> Microdata | |
| <input type="checkbox"/> Other (please specify): | <div style="border: 1px solid black; height: 20px; width: 480px;"></div> |

Sensitive personal data

- | | |
|--|---|
| <input type="checkbox"/> Racial or ethnic origin | <input type="checkbox"/> Political opinions, philosophical or religious beliefs |
| <input type="checkbox"/> Health | <input type="checkbox"/> Sex life or sexual orientation |
| <input type="checkbox"/> Trade union membership | <input type="checkbox"/> Genetic or biometric data |
| <input type="checkbox"/> Criminal convictions and offences | |

Transfer basis

if personal data is transferred outside the EEA, Appendix 4 must be completed
(Transfer also applies to remote access from outside the EEA)

- | |
|---|
| <input type="checkbox"/> Adequacy decision: [fill in country] |
| <input type="checkbox"/> European Commission Standard Contractual Clauses (SCC) |
| <input type="checkbox"/> Binding Business Rules (BCR) |

Subcontracting processors

Org. name	
Address	
Country	
Org. no.	
Basis	[for transfer outside the EEA; transmission basis according to GDPR chapter V]
Processing	[what personal data is processed and the purpose of the processing]

Org. name	
Address	
Country	
Org. no.	
Basis	[for transfer outside the EEA; transmission basis according to GDPR chapter V]
Processing	[what personal data is processed and the purpose of the processing]

Annex 2

Contact information

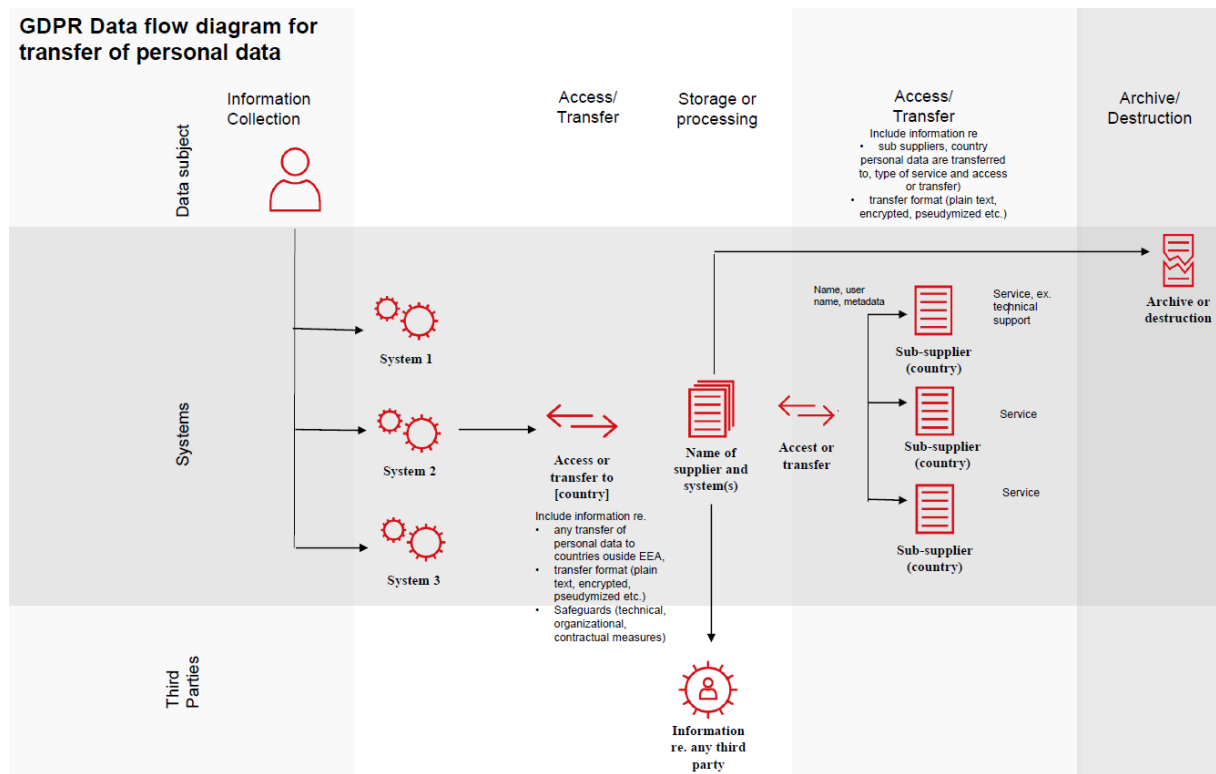
	Controller	Processor
Name		
Job title		
Telephone		
E-mail		

E-mail queries to be sent with copy to personvern@norges-bank.no

Annex 3

Form overview data flow

[Sample form - the supplier's answer is included here]



Annex 4

Level of protection of personal data

[If personal data is processed outside the EEA, a summary of the land assessment and a list of measures that have been implemented to ensure a sufficient level of protection for the personal data must be included here.

This also applies to remote access to from outside the EEA to personal data stored in the EEA, e.g. for maintenance and troubleshooting).]

Land assessment:

[to be filled in by transfer of or remote access to personal data outside the EEA]

Protective measures: [must always be completed]

- Organizational:
- Contractual:
- Technical:

Annex 5

Supplementary protection measures

1. Defense against disclosure and making available of data

In addition to clause 5 (d) (i) of the Standard Privacy Regulations entered into on [date], in the event that [Supplier] receives an order from a third party regarding the availability of data and / or personal data transferred in accordance with Standard Privacy Regulations, [Supplier]:

- (a) make all reasonable efforts to redirect third parties to request data directly from Customer.
- (b) notify Customer immediately, unless prohibited by applicable law to the requesting third party, and, if prohibited to notify Customer, make every lawful effort to obtain the right to waive the prohibition to communicate so much information as possible to the Customer as soon as possible; and
- (c) take all lawful measures to challenge the Order of Access on the basis of lack of legal basis under the law of the requesting Party, or relevant conflicts with the law of the EU or the law of the Member State in force.

It is emphasized that legal measures do not include acts that will result in civil or criminal punishment, e.g., contempt of court, under the laws of the relevant jurisdiction.

2. Indemnification of Customer

Pursuant to Articles 3 and 4, [Supplier] shall indemnify Customer for any material or intangible damage incurred by Customer and the data subject, which is caused by [Supplier's] availability of personal data about the data subject, as transmitted in accordance with Standard privacy provisions in response to an order from a government body outside the EU / EEA or bodies within prosecution and intelligence (an "Accessibility").

3. Terms of indemnity.

Indemnification in accordance with section 2 is conditional on the Customer determining that:

- (a) [Supplier] has completed an Availability.
- (b) The availability was based on an official order from a state body outside the EU / EEA or a body within prosecution and intelligence against the Customer or the data subjects; and
- (c) The availability caused the Customer material or intangible damage, e.g., in the form of claims from the registered or fines.

Notwithstanding the foregoing, [Supplier] has no obligation to indemnify the data subject under Article 2 if [Supplier] determines that the relevant Availability did not breach its obligations under the GDPR.

4. Extent of damage.

Indemnification pursuant to Article 2 above is limited to material and intangible damages as specified in the GDPR and the Personal Data Act and excludes consequential damages and all other damages that are not due to [the Supplier's] breach of the GDPR.

This indemnity is not subject to any limitation of liability or ceiling that may otherwise have been agreed with [Supplier].

5. Notice of change.

In addition to Article 5 (b) of the Standard Privacy Regulations, [Supplier] agrees and warrants that there is no reason to believe that the law applicable to the sub-processor (s), including in countries to which the personal data is transferred either by themselves or through a sub-processor, the fulfillment of the instructions received from the data exporter and its obligations under this Annex or the Standard Privacy Policy,

and that in the event of a change in legislation is deemed to adversely affect the warranties and obligations set forth in this Annex or the Standard Privacy Policy, it will immediately notify the Customer of the change as soon as it is known, in which case the Customer has the right to stop the transfer of data and / or terminate the contract.

6. Cease.

This Annex shall automatically terminate if the European Commission, a competent supervisory authority of a Member State or a competent court of the European Union or a Member State approves another lawful transmission mechanism that will apply to data transmissions covered by the Standard Privacy Policy (and if such mechanism applies only to some of the data transmissions, this Annex will only terminate with respect to these transmissions) and which do not require the additional safeguards set out in this Annex.