

# Appendix Instructions for SSA-T – Development and Customisation Agreement – version 2015

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## Appendix 1: Customer requirements specification

*Must be completed by the Customer. The Customer shall in Appendix 1 specify what the Contractor shall complete in the other Appendices.*

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

In this Appendix the Customer shall specify what will be developed or customised for the Customer, and the requirements concerning integrations and other services associated with the facilitation of software for the Customer.

If the Agreement also includes the delivery of equipment, this shall be specified here.

If the deliverables shall function together with the Customer's current technical platform, this shall be stated here. (The Customer's current technical platform shall be described in Appendix 3)

### **The Agreement, clause 2.3.2 Interaction with equipment and other software**

Any requirements concerning interaction between the deliverables and software and equipment that the Customer has specified in Appendix 3 shall be stated here.

If the Contractor is to be responsible for the integration of software that is delivered together with other software (that the Customer has described in Appendix 3), the integration shall be performed pursuant to the requirements specified here.

Here in Appendix 1 the Customer shall specify which integrations the Contractor shall bear responsibility for in respect of their results and progress, and which, if any, shall be delivered as additional services (contribution obligation).

### **The Agreement, clause 2.3.3 Implementation method**

Any special requirements on the part of the Customer as far as the methods, tools or environment are concerned shall be set out here.

The Customer shall stipulate requirements for how the detailed specification work shall be performed, including any requirements concerning which routines and guidelines shall be followed.

### **The Agreement, clause 2.3.6 Documentation**

The Customer's documentation requirements shall be stated here.

### **The Agreement, clause 2.3.7 Training**

If training forms part of the deliverables, this shall be specified here.

### **The Agreement, clause 2.3.8 Conversion**

If the Contractor shall convert the Customer's data, this shall be specified here.

If the Contractor shall develop or deliver separate conversion utilities for extracting or inputting data, this must be stated here.

### **The Agreement, clause 4.2 Performance level**

If the parties have not concluded a maintenance and service agreement, the requirements concerning the Contractor's performance in the warranty period shall be specified here.

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

The Customer shall identify, in Appendix 1, which legal requirements or statutory requirements applicable to the Contractor (party-specific requirements) are of relevance to the conclusion and implementation of this Agreement. The Customer shall be responsible for specifying, here in Appendix 1, any relevant functional and security requirements that are applicable to the deliverables.

### **The Agreement, clause 9.2 Personal data**

Further provisions governing how personal data shall be processed, including relevant security measures and requirements for storage times and deletion, etc. shall be set out here.

### **The Agreement, clause 9.3 Information security**

Any functional requirements concerning the security of the solution and other security measures shall be stated here.

### **The Agreement, clause 10.2.2 Security for access to source code, etc.**

If the Contractor shall offer an agreement concerning access to source code or some other solution (for example, a performance bond from its parent company or an associated company) that satisfactorily secures the Customer's interests should the Contractor go bankrupt or for some other reason be unable, or cease, to deliver its services pursuant to this Agreement or an associated maintenance agreement, the Customer shall specify such requirements here.

### **The Agreement, clause 10.6 The tools and methodological basis of the Contractor**

If the Contractor, subcontractors and any other authorised entities shall be prohibited from using tools and methods that they only have rights to during the implementation of the deliverables, this shall be stated here.

## Appendix 2: Contractor solution specification

*The Contractor shall, based on Appendix 1, Customer requirements specification, describe its deliverables/solution here.*

*The Contractor should be aware of the fact that deviations, reservations or other changes to the Agreement in Appendix 2 to the Customer's requirements in Appendix 1 in connection with the submission of a tender may result in rejection of the tender by the Customer.*

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

If the Contractor is of the view that there are obvious errors or ambiguities in the Customer requirements specification, the Contractor shall point this out here.

If the Customer's technical platform needs to be upgraded in order to enable the Customer to utilise the deliverables, the Contractor shall point this out here.

The Contractor shall, here in Appendix 2, inform the Customer of the likely consequences of the relevant customisations in terms of the complexity and price of any future maintenance of the standard system and customisation.

### **The Agreement, clause 2.3.2 Interaction with equipment and other software**

If the Contractor is to be responsible for the integration of software with other software described by the Customer, any assumptions made by the Contractor in respect of the integration work shall be stated here.

If the Contractor believes that the Customer's description of the integrations has not been specified well enough for them to be willing to take on responsibility for the progress and results of the integration, this shall be stated here.

### **The Agreement, clause 2.3.3 Implementation method**

The Contractor shall describe the methods and tools that shall be used to implement the deliverables, as well as the environment, here.

### **The Agreement, clause 2.3.8 Conversion**

If the Contractor shall convert the Customer's data, the Contractor shall describe the procedure here.

If the Contractor shall develop or deliver separate conversion utilities for extracting or inputting data, the solution specification for such conversion utilities shall be provided here.

The Contractor shall specify how it will ensure that the Customer has made backup copies of the Customer's data prior to the execution of the conversion.

The Contractor shall specify how the backup shall be stored until the Customer has confirmed that the conversion has been correctly executed.

### **The Agreement, clause 4.1 Scope of the warranty**

If the Contractor stipulates detailed requirements in respect of the maintenance of equipment that must be performed in order for the warranty to be valid, this shall be specified here.

### **The Agreement, clause 5.1 The responsibility of the Contractor for its performance**

To the extent that standard software that is included in the deliverables must be delivered with standard licence terms and conditions, this shall be stated here. Copies of the licence terms and conditions shall be appended as Appendix 10.

### **The Agreement, clause 6.1 Responsibilities of and contributions by the customer**

If the Customer's technical platform needs to be upgraded, cf. clause 1.1, the Contractor shall specify this here.

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

The Contractor shall describe how the Contractor addresses any legal or party-specific requirements through its solution here.

### **The Agreement, clause 10.7.1 General provisions pertaining to free software**

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

### **The Agreement, clause 10.7.4 Effects of distributing free software to others**

If distribution to others, or other ways of making the deliverables available, implies that also other parts of the deliverables than those that originally were free software will be governed by the terms of a free software licence, this shall be specified by the Contractor here.

### **The Agreement, clause 10.7.5 The Contractor's responsibility for defects in title to free software**

The Contractor shall explain its assessment that the Contractor's utilisation of free software does not infringe on third-party rights here. The assessment shall take into consideration, inter alia, how well-established the relevant free software is in the market, the Contractor's knowledge, if any, of the history and origins of the software, and whether it is known in the relevant market that someone is arguing that the software infringes their rights.

**The Agreement, clause 10.7.6 Liability of the Customer if it requires the use of free software**

To the extent that the Contractor is aware that free software that the Customer has requested be used as part of the deliverables, is unsuited to satisfying the Customer's requirements or, infringes, or is alleged by anyone to infringe, third party copyrights, the Contractor shall point this out here.

## Appendix 3: Customer technical platform

*Appendix 3 must be completed by the Customer.*

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

If in Appendix 1 the Customer has specified that the deliverables shall function together with the Customer's current technical platform, the Customer shall describe the components of the technical platform that the software being procured, customised and/or developed under this Agreement shall function with here:

The versions of the software included in the technical platform shall be stated here. It may also be relevant to describe the software's upgrade schedule, any planned major upgrades and routines for periodic maintenance.

The Customer should describe the architecture and the system landscape in which the software being procured will be installed.

### **The Agreement, clause 2.3.2 Interaction with equipment and other software**

If the Contractor is responsible for the integration of software with other software, the Customer shall state so here.

The Customer must describe the systems such that the Contractor has enough information to submit a quote for the integration work. The Customer must describe data formats and other factors that may be relevant for the formulation of the integration solution.

## Appendix 4: Project and progress plan

The Customer shall specify an overall project and progress plan in Appendix 4. If a specific commencement date has been specified for the deliverables, the Contractor shall fill in the specific dates. If not, the Contractor shall fill in generic dates based on the date the Agreement was concluded.

### The Agreement, clause 2.1.1 Project and progress plan

A general project and progress plan for the delivery of the deliverables shall be included here.

Example milestone plan:

	Milestone	SSA-T	Date
1	Agreement is signed		Reference date
2	Customer has approved the overall project and progress plan	2.1.1	<+ number of days>
3	Customer has approved the detailed specification and completed project plans	2.2.2	<+ number of days>
4	Customer has received written notice that the solution is ready for the Customer acceptance test	2.4.2	<+ number of days>
5	The Customer has conducted the acceptance test and sent the Contractor notice that the test was approved	2.4.6	<+ number of days>
6	The approval period has expired and the Customer has sent notice that the deliverables have been approved (delivery date)	2.5.3	<+ number of days>
7	Expiry of warranty period	4.1	< 1 year after delivery date>

### The Agreement, clause 2.1.4 Partial deliveries

If partial deliveries are to be used, this shall be described in more detail here.

If an overall specification for all of the deliverables, which shows how the combination of the partial deliveries satisfies the overall scope of delivery pursuant to the Agreement, shall not be prepared as part of the specification phase for the first partial delivery, the alternative specification model shall be specified here.

If the approval period shall not be one (1) month for each partial delivery and two (2) months in connection with the final partial delivery as specified in the contractual wording, this shall be stated here.

If one or more partial deliveries shall be exempt from the combined testing, this shall be stipulated here.



### **The Agreement, clause 2.2.1 Preparation of a detailed specification**

If the detailed specification shall contain components other than those set out in the Agreement's clause 2.2.1, the Customer shall state this here.

The specification work shall be performed in accordance with the routines and guidelines the Customer has stipulated in Appendix 1, or has stipulated that the Contractor must produce. The routines and guidelines shall be inserted here in Appendix 4.

If the Customer is unable to send people to meetings who have the expertise necessary to discuss questions of significance concerning alternatives for the solution, this shall be stated here.

### **The Agreement, clause 2.2.2 Delivery and approval of the detailed specification**

A final detailed specification, cf. clause 2.2.1, and a complete project and progress plan for the deliverables, cf. clause 2.1.1, shall be handed over to the Customer, for final review and approval by the deadlines set out here.

If a deadline for considering the documents has been agreed that differs from that stipulated in the Agreement's clause 2.2.2, this shall be stated here.

### **The Agreement, clause 2.3.6 Documentation**

Documentation to which access shall be given pursuant to the Agreement's clause 2.3.6 shall be handed over by the deadline(s) stated here.

### **The Agreement, clause 2.3.7 Training**

If training forms part of the deliverables, the date(s) for the training shall be specified here.

### **The Agreement, clause 2.4.5 Performance of the Customer acceptance test**

The acceptance test shall be commenced and completed in accordance with the deadlines set out here.

### **The Agreement, clause 2.4.7 Commissioning**

The schedule for preparing for commissioning is set out here.

### **The Agreement, clause 5.3 Use of subcontractors**

Subcontractors that are approved shall be specified here.

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

Deadlines other than the agreed detailed specification approval date, solution ready for acceptance test date, acceptance test approval date, and delivery date and that can trigger liquidated damages shall be stated here.

If liquidated damages, a calculation basis or other periods for liquidated damages deviate from what is stipulated in the Agreement's clause 11.5.2, this shall be stated here.

If it has been agreed that total liquidated damages may exceed 15 per cent of the contract price, the Customer shall specify this here.

## Appendix 5: Testing and approval

*Appendix 5 must be completed by the Customer. Alternatively the Customer may ask the Contractor to complete parts of the Appendix.*

### **The Agreement, clause 2.1.4 Partial deliveries**

If the deliverables shall be implemented in the form of partial deliveries, the Customer shall describe how the acceptance test for each partial delivery shall be conducted, and the scope of the test, here.

If there shall be an approval period for each partial delivery, the Customer can specify any examinations during the approval period here.

The relationship between acceptance testing and the approval period for the partial deliveries and the overall acceptance test and approval period for all of the deliverables shall be stated here.

### **The Agreement, clause 2.2.2 Delivery and approval of the detailed specification**

If the Customer wants to specify detailed terms and conditions for the Customer's approval of the detailed specification, cf. clause 2.2.2 of the Agreement, the terms and conditions shall be stated here.

### **The Agreement, clause 2.3.8 Conversion**

The Customer shall approve the Contractor's procedures for conversion (conversion programme) by performing one or more test conversions of data and verifying that the test conversions have been successful, including that the data has been transferred and is in the correct format. The Customer shall specify how test conversions shall be verified here.

The Customer shall describe how conversions shall be approved here.

### **The Agreement, clause 2.4.1 Preparations for acceptance tests**

The duties of the Customer and the Contractor in connection with preparations for acceptance tests shall be stipulated here.

The Customer shall describe which tasks the Contractor shall perform as preparation for the Customer acceptance test. Examples of such tasks include:

- Training of test users
- Assistance with preparing test scenarios for acceptance testing
- Preparation of user guidelines for the testers
- Installation of the acceptance test version of the software or preparation of instructions for the Customer's operational personnel who will perform the installation.

The Customer shall also describe the tasks the Customer must itself perform.

### **The Agreement, clause 2.4.2 Solution ready for acceptance test**

Any requirements the Customer has that limits the number of errors in various categories in the solution at the start of acceptance testing shall be stated here.

### **The Agreement, clause 2.4.3 Plan for the Customer acceptance test and the approval period**

If the Contractor shall help prepare the plan for the Customer's acceptance test, the Customer shall specify this here.

If the Contractor shall describe the sort of materials from its testing that can be made available to the Customer so that the Customer can use these as a basis for its own work on the test plan, this shall be specified here.

If the Customer wants to show the acceptance test plan to the Contractor to get its comments, this shall be specified here. The deadline for the Contractor's written feedback on whether or not it thinks the acceptance test plan is adequate to ensure the satisfactory testing of the solution shall be stated here.

### **The Agreement, clause 2.4.4 Scope of the acceptance test**

The Customer acceptance test shall comprise the software and the equipment that form part of the deliverables. The scope of the acceptance test is described in more detail here in Appendix 5 and the test plan.

### **The Agreement, clause 2.4.5 Performance of the Customer acceptance test**

The Customer must describe how he wants to conduct the acceptance test here, or in a separate acceptance test plan. The description must set out what needs to be in place before the test starts, how the test will be conducted and end.

Examples of points that should be covered by the description:

Before starting:

- Obtain the equipment that will be used in the test
- Train the testers
- User documentation and other materials the testers need
- Describe routines for how the testers must document and report errors
- Obtain the test data
- Produce test descriptions
- Produce a plan describing the order in which the tests will be conducted and which takes into account any interdependencies between the tests

Conducting the tests:

- Administer the execution of the tests rounds
- Follow up the testers, provide user support as needed
- Check that errors can be reproduced and quality assure error reports before they are sent to the Contractor for error rectification

Ending:

- Ensure that everything that should be tested has been tested
- Re-test the final error rectifications
- Run a regression test

- Ensure that the level of outstanding errors is within the limits of what has been agreed

If a definition of an error other than that shown in the table in the Agreement's clause 2.4.5 will be used, the Customer shall provide that definition here.

Routines for how rectified versions should be delivered to the Customer for re-testing, and how the re-testing should be conducted, shall be described here.

#### **The Agreement, clause 2.4.6 Approval of the Customer acceptance test**

If other or more detailed criteria will be used for approving the acceptance test which differ from what is stipulated in the Agreement's clause 2.4.6, the Customer shall specify this here.

#### **The Agreement, clause 2.4.7 Commissioning**

The duties of the parties in connection with commissioning shall be stated here.

#### **The Agreement, clause 2.5.1 Duration**

If a duration for the approval period has been agreed that differs from that stipulated in the Agreement's clause 2.5.1, this shall be stated here.

#### **The Agreement, clause 2.5.2 Implementation of the approval period**

If the Customer shall conduct its own examinations during the approval period, the Customer shall specify this here, or in a separate plan for the approval period.

If a special procedure shall be used for reporting errors during the approval period, the Customer shall describe it here, or in a separate plan for the approval period.

If the Contractor is to be given an opportunity to rectify any errors reported during the approval period after the end of the approval period, the Customer shall state this here.

#### **The Agreement, clause 2.5.3 Final approval – delivery date**

If criteria for the approval of the deliverables are agreed other than those stipulated in the Agreement, the Customer shall specify this here.

## Appendix 6: Administrative provisions

*This Appendix is used to list all of the routines for the contractual relationship and cooperation between the parties. Appendix 1 must stipulate which parts of the Appendix 6 must be completed by the Customer. Alternatively the Customer may ask the Contractor in Appendix 1 to complete parts of the Appendix.*

### **The Agreement, clause 1.4 The representatives of the parties**

The authorised representatives of the parties, as well as procedures and notice periods for any replacement thereof, shall be specified in more detail here.

### **The Agreement, clause 2.1.2 Project organisation**

The project organisation, definition of roles, responsibilities and authorisations, management documents, reporting, meetings and frequency of meetings shall be described here.

### **The Agreement, clause 2.1.3 Project documentation**

The Contractor shall provide the Customer with status reports for the project in conformity with the procedures agreed here.

### **The Agreement, clause 2.3.5 Audits**

Detailed procedures and notification rules, cf. clause 2.3.5 of the Agreement shall be stated here.

### **The Agreement, clause 2.3.7 Training**

If training forms part of the deliverables, the Contractor must insert the names of those who will be responsible for the training here.

### **The Agreement, clause 3.2 Change estimate**

If routines or deadlines other than those stipulated in the Agreement shall be used for change estimates, the Customer shall specify this here or in the individual change estimate.

### **The Agreement, clause 5.2 Requirements as to the resources and expertise of the Contractor**

The Contractor's project manager and other key personnel shall be specified here.

### **The Agreement, clause 5.3 Use of subcontractors**

The Contractor's approved subcontractors shall be listed here.

### **The Agreement, clause 5.4 Cooperation with third parties**

If it has been agreed that the Contractor shall cooperate with third parties, the scope of the assistance shall be specified here.

### **The Agreement, clause 5.5 Wages and working conditions**

Documentation showing the Contractor's compliance with the Contractor's obligations as stipulated in clause 5.5 of the Agreement (Wages and working conditions) shall be inserted here. The documentation can consist of either an appended self-declaration or a third-party declaration showing conformity between the relevant collective wage agreement and the actual wages and working conditions for the performance of the Contractor's and any subcontractors' obligations.

Further clarification concerning the implementation of the Agreement's clause 5.5 may be agreed here.

### **The Agreement, clause 6.2 Use of a third party by the Customer**

If the Customer will allow itself to be assisted by a third party in connection with its tasks under the Agreement, the Customer shall list the third parties here.

### **The Agreement, clause 7.1 Meetings**

Other deadlines and routines for meetings that a party finds it necessary to convene shall be stated here.

### **The Agreement, clause 7.4 Form of communication - in writing**

If it has been agreed that notices, requirements or other enquiries associated with this Agreement must be provided in a manner other than in writing and sent to the postal address or electronic address provided on the first page of the Agreement, the Customer shall specify this here.

### **The Agreement, clause 9.3 Personal data**

Subcontractors that are approved by the Customer shall be named here.

### **The Agreement, clause 16.3 Independent expert**

If the parties appoint an independent expert in connection with the conclusion of the Agreement, he or she shall be named here.

## Appendix 7: Total price and pricing provisions

*All prices and the detailed terms governing the consideration to be paid by the Customer for the deliverables provided by the Contractor shall be set out here in Appendix 7. The Customer must think through the price format (hourly rate, unit price, fixed price, target price, etc.). The Contractor shall base its tender on this and create templates for this in Appendix 7. Any special payments arrangements such as discounts, prepayments, part payments, and different payment dates shall also be specified.*

### The Agreement, clause 8.1 Consideration

All prices and the detailed terms governing the consideration to be paid by the Customer for the deliverables provided by the Contractor shall be set out here.

If prices must be stated as hourly rates, possibly differentiated for different categories of expertise, the Customer shall specify this here.

Example hourly rate price format:

Description	Hourly rate
Junior consultant (e.g. 0-3 years)	
Senior consultant (e.g. 3-10 years)	
Junior systems developer	
Senior systems developer	
Project manager	

If parts of the deliverables shall be priced together, this shall be stated here. Components that shall be priced separately could be:

- specification phase
- equipment
- software
- installation
- customisations
- integrations
- training
- conversion of Customer's data
- standard prices for the preparation of change estimates:
- consideration for having to work with a third party that is performing tasks on behalf of the Customer

Different price formats can be used, for example, unit prices, fixed prices or target prices.

Example table of components that should be priced separately:

	Reference to description in Appendix 1	Reference to description in Appendix 2	Price	Total
1				
2				
3				



If disbursements, including travel and subsistence costs, will be paid, this shall be stated here. If the rates will differ from the state's applicable rates, this must also be stated here.

If travel time is to be invoiced, this shall be stated here. The rates for this must similarly be stated.

If prices shall be stated exclusive of Value Added Tax, but including customs duties and other indirect taxes, the Customer shall specify the alternative pricing system here.

If the Customer will allow prices for components that are delivered from abroad to be stated in a foreign currency, this shall be stated here.

### **The Agreement, clause 8.2 Invoicing**

The Customer's requirements for the payment plan and other payment terms and conditions shall be stated here.

Example payment plan with payment upon achieving important milestones.

	<b>Milestone</b>	<b>Percentage share that will be paid upon achieving milestone</b>
1	Agreement is signed	25%
2	Customer has approved the overall project and progress plan	
3	Customer has approved the detailed specification and completed project plans	25%
4	Customer has received written notice that the solution is ready for the Customer acceptance test.	20%
5	The Customer has conducted the acceptance test and sent the Contractor notice that the test was approved	
6	The approval period has expired and the Customer has sent notice that the deliverables have been approved (delivery date)	20%
7	Expiry of warranty period	10%
Total		100%

### **The Agreement, clause 8.5 Price adjustments**

The Customer shall specify any price adjustment provisions other than those stipulated in the Agreement's clause 8.5 here.

### **The Agreement, clause 2.3.2 Interaction with equipment and other software**

If integrations that will be delivered as additional services shall not be paid for by the Customer on the basis of time spent charged at the Contractor's hourly rates, the Customer shall state this here.

### **The Agreement, clause 2.3.7 Training**

If training forms part of the deliverables pursuant to Appendices 1 and 6, the consideration for training shall be specified here.

### **The Agreement, clause 2.3.8 Conversion**

If prices for any conversion of the Customer's data shall not be based on an hourly rate, the Customer shall specify this here.

### **The Agreement, clause 2.6.1 Cancellation in connection with the specification phase**

The Customer may stipulate a cancellation fee for the specification phase here. If this is done, the Customer cannot be charged for the costs associated with reassigning the Contractor's personnel (point b) or the Contractor's other documented costs (point c). The Customer should be cautious when it comes to setting the cancellation fee too low, since this could result in the Contractor stipulating reservations that will result in rejection.

If the Customer has agreed a separate consideration for the specification phase, the total cancellation fee for the work and reassignments costs shall not exceed this amount.

If the Customer neither has stipulated a cancellation fee or the consideration for the specification phase cannot be determined from an overall assessment of Appendix 7, there is no upper limit to the size of the consideration the Customer shall pay to the Contractor. In such circumstances the Customer could be liable for the amounts/costs stipulated in points a) to c).

### **The Agreement, clause 2.6.2 Cancellation after the specification phase**

If the cancellation fee after the specification phase shall deviate from clause 2.6.2 of the Agreement, this shall be stated here.

### **The Agreement, clause 3.2 Change estimate**

If the Contractor shall offer standard prices for the preparation of change estimates, the Customer shall specify this here.

### **The Agreement, clause 4.1 Scope of the warranty**

If the warranty period deviates or could deviate from clause 4.1 of the Agreement, the Customer shall state this here.

### **The Agreement, clause 5.1 The responsibility of the Contractor for its performance**

If a maximum financial limit shall be agreed for the Contractor's obligation to work out temporary solutions that work around errors in standard software, the Customer shall specify it here.

The Contractor shall ensure that standard software is offered under licence terms and conditions with a right of disposal that satisfy the requirements in respect of the deliverables and their area of use stipulated by the Customer in Appendix 1, and this Agreement's provisions governing right of disposal. If the provisions of licence terms and conditions

governing right of disposal differ from this Agreement's provisions governing right of disposal, the Contractor shall clearly describe these deviations here.

**The Agreement, clause 5.4 Cooperation with third parties**

The Customer shall specify any consideration for the Contractor having to work with a third party that is performing tasks on behalf of the Customer.

**The Agreement, clause 10.2.1 Limited right of disposal**

The Contractor shall specify the consideration for the right of disposal in respect of the software (licences), as well as any prerequisites and limitations, for example, in relation to the number of users or the place where the right of disposal is exercised/the equipment used to do so, or other factors, here.

**The Agreement, clause 10.4.1 Making of copies (copying)**

The Contractor shall state its prices for copies of documentation here.

**The Agreement, clause 10.5.2 Duration of the right of disposal**

If the duration of the right of disposal differs from clause 10.5.2 of the Agreement, the Customer shall ask the Contractor to state it here.

If a right of disposal has been agreed in return for the payment of ongoing consideration, the right of disposal may be terminated by the Customer by giving three (3) months' notice, unless the Customer has specified another deadline here.

Any detailed provisions concerning consideration during the period of notice may be agreed here.

## Appendix 8: Changes to the general contractual wording

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

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

*The Contractor should, however, be aware of the fact that deviations, reservations or changes to the Agreement in connection with the submission of a tender may result in rejection of the tender by the Customer.*

Example of change table:

<b>Clause of the Agreement</b>	<b>Shall be replaced by</b>
Chapter x.x.x, paragraph y	New formulation/text

## Appendix 9: Changes subsequent to the conclusion of the Agreement

### **The Agreement, clause 3.4 Documentation of the change**

The Contractor shall maintain a directory of the changes on an ongoing basis, which directory shall form Appendix 9, and shall without undue delay provide the Customer with an updated copy thereof. The Customer must maintain its own overview of the change requests it has sent, the change estimates it has received, and the changes order it has issued.

Example of change directory:

Change no.	Description	Effective date	Archive reference

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

*Copies of the licence terms and conditions for standard software and free software shall be inserted here in Appendix 10.*

### **The Agreement, clause 5.1 Licence terms and conditions for standard software and free software**

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

### **The Agreement, clause 10.7.1 General provisions pertaining to free software**

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