



Procurement for Whistle blowing Solution

RFP document

Procurement under Part I of the Regulations

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1 Introduction

1.1 About Norges Bank

This procurement is being conducted by Norges Bank.

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 "GPF" or the "Fund"). The GPF 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 GPF 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

Norges Bank depends on predictable and reliable systems with stable and secure operations in order to be able to fulfil its social mission. At the same time, there is a need for a certain degree of flexibility in order to be able to adapt to changing needs, framework conditions and a demanding threat picture within Cyber security. Norges Bank is subject to several laws that regulate the business and that lay down strict guidelines for our IT solutions.

1.2 Purpose of the agreement

Norges Bank is seeking to enter into a contract for a cloud-based, simple and easy-to-use technical solution for whistle blowing. The technical solution shall allow whistleblowers to notify both non-anonymously and anonymously.

In addition, the solution shall have the possibility of follow-up dialogue between whistleblowers and the internal whistleblower recipient, while at the same time maintaining anonymity.

The solution should have the opportunity to adapt, among other things, text/content, language selection, questions to be answered by whistleblowers, layout and setup of forms in general to Norges Bank's needs when configuring. Please see the requirement matrix for further requirements and information.

The solution should be possible to use for all parts of Norges Bank with a potential separate instance for NBIM.

1.3 Scope of the agreement

The total scope of the assignments to be given in the contract period is expected to be up to 1.350.000 NOK ex VAT in total. Please note that there is a degree of uncertainty concerning the volume of the contract

1.4 Duration and termination of the contract

The contract duration will be 2 years with an automatic extension for one (1) year at a time. However, an option is not possible if the value of the option means that the total exceeds the specified maximum amount for the agreement.

The contract may be terminated by either party with three months' prior notice during the contract period.

1.5 Contract type and provisions

A contract will be entered into with one supplier for the delivery.

The contractual relationship will be governed by SSA-L Agreement - English with appendices SSA-L Appendix - English

1.6 Structure of the tender documents

The tender documents consist of two parts:

Part 1 contains procedures that describe how the competition should be carried out, as well as forms and templates for use by tenderers in their preparation of tenders

Part 1 consists of the following documents:

Main document	Tender documents (this document)
Appendix 1	Tender letter
Appendix 2	Deviations from the tender documents
Appendix 3	Self-declaration wage and working conditions
Appendix 4	Requirements Matrix (separate document)
Appendix 5	Price Matrix
Appendix 6	Norges Banks changes to the general contractual wording
Appendix 7	Ethical rules for contractors
Appendix 8	Instructions to the supplier on the processing of personal data and DPA
Appendix 9	Data Processing Agreement

2 Execution of the procurement

2.1 Rules and procedure

The procurement will be carried out with respect to the Act relating to Public Procurement of 17 June 2016 (Public Procurement Act) and the Regulations relating to Public Procurement rules governing the process are Act 17.6.2016 no. 73 relating to Public Procurements (Public Procurement Regulations) FOR 2016-08-12-974, Part I - Open procedure.

2.2 Publication of the procurement

The procurement has been announced via Merccell to selected suppliers.

2.3 Timetable

It is emphasised 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	30.09.2022
Deadline for tenders	06.10.2022
Notification of contract award (tentative)	Week 42 - 2022
Validity of tender	30.11.2022

2.4 Communications, questions to the tender documentation and supplemental information

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

Inside the competition in Mercell, select the "communications" tabbed sheet. Then click the "new message" icon in the menu bar. Enter the question/information and press "send". Norges Bank then receives the question/information. Any possible questions that the tenderers might have concerning the tender documentation must be submitted within the deadline given in **section 2.3**

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 an 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".

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 be communicated to Norges Bank via the communications module in Mercell.

2.6 Language

All written and verbal communications in connection with this procurement must occur 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 Conflicts of interest

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 tenderer'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 Norges Bank Ethical rules for contractors

The tenderer who is awarded the commissioned delivery must confirm in the contract that ethical rules for contractors engaged by the Governor's area of responsibility (**Appendix 7**) apply for personnel carrying out the work with the supplier who have access to Norges Bank's premises or information systems.

2.11 Pay and working conditions in supplier's organization

In areas covered by the Regulation relating to generally applicable wage agreements, Norges Bank requires pay and working conditions in accordance with current regulations; in areas not covered by this Regulation, the Bank requires pay and working conditions in accordance with current national wage agreements pertaining to the industry in question. In this context, pay and working conditions mean rules concerning minimum working hours, pay, including overtime pay, shift allowance, allowance for working evenings and nights and hardship allowance and coverage of expenses for travel, food and lodging to the extent specified in the wage agreement.

If the supplier does not meet this obligation, Norges Bank has the right to withhold portions of the contractual amount, equal to approximately twice the amount the supplier has avoided paying until it is documented that the supplier is in compliance. The supplier and subcontractors, if any, shall, on request, document pay and working conditions for persons as mentioned in the first paragraph.

2.12 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.

2.13 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 into a contract with the tenderer or impose on Norges Bank any form of financial obligations with respect to the tenderer.

2.14 Deviations from the procurement documents

The tenderer bears the risk for unclear items in the tender

Tenders that contain significant deviations from the procurement documents must be rejected. 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.

After the expiry of the tender submission deadline, Norges Bank will conduct an initial review of the tenders, examining whether the tenders satisfy the qualification requirements. Norges Bank will then evaluate whether the tenders are complete by reference to the tender documentation. Any unclear matters will be raised with the tenderer in question.

Tenders that do not satisfy the requirements, or that otherwise deviate from the tender documentation, will be dealt with in accordance with the rules on rejection in sections 9-4 to 9-6 of the Public Procurement Regulations. All tenders that meet the requirements will be evaluated and weighted in accordance with the award criteria.

2.15 Requirements for invoices to Norges Bank

To ensure efficient and correct processing, invoices sent to Norges Bank must be marked with at least Cost center and Contact person.

It must be clearly stated in the invoice what is invoiced. The invoice must be due 30 days, in electronic trading format (EHF) to organization number: 937884117. Pending an EHF invoice the invoice can be sent by e-mail to: invoice-management@Norges-Bank.no. In the event of a claim for default interest, Norges Bank only pays the default interest rate applicable at any given time stipulated in the Act on interest in the event of late payment, etc., of 17.12.76. Invoices to Norges Bank shall not be charged an invoice fee or any other form of fee.

2.16 Dialogue

Norges Bank plans to carry out the competition without having a dialogue with the providers. Dialogue, clarifications or negotiations can nevertheless be carried out if Norges Bank considers this to be expedient. The dialogue will deal with the aspects of the tenders that are important for how the tenderer scores against the award criteria.

3 Qualification

The tenderer must meet the qualification requirements and associated documentation requirements set out in this chapter. Tenderer who do not meet one or more qualification requirements will be rejected from the competition

3.1 Fulfilment of qualification requirements by the use of other enterprises

The tenderer may choose to rely on the capacity of other companies to meet the requirements for the tenderer'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 relies on the capacity of other enterprises in order to meet 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 companies. Please note that Norges Bank accept maximum 1 link in the supply chain.

3.2 Qualification requirements

Requirements – part 1	General Information Requested – Legal position – means of proof required
The tenderer shall be a legally established company	Documentation requirement Norwegian tenderers: certificate of registration. Foreign tenderers: 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

Requirements – part 2	Economic and financial capacity
The tenderer shall have the economic and financial capacity to execute the delivery/contract	Documentation requirement The tenderer's annual financial statements (including notes with reports from the board auditor) for the past 2 years) If the annual financial statements for the preceding year have not been completed by the expiry of the tendering deadline for this competition, then interim annual accounts for the preceding year must be attached in addition. Credit report from recognized credit check agency (the report shall not be older than 2 months.).

4 Criteria for choice of tender

An agreement will be signed with the tenderer that has submitted a tender with the best relationship between quality and price, based on the following award criteria with each criterion weighted with the following percentage:

70 % QUALITY	DOCUMENTATION
Understanding of the delivery Norges Bank wants a supplier who has a good solution and understanding of our requirements	Documentation requirement Answer all the requirements in Appendix 4
Environment Norges Bank wants suppliers with focus on the environment	Documentation requirement Describe your company's environmental management and focus on the environment

30 % PRICE	DOCUMENTATION REQUIREMENT
Norges Bank wants suppliers with competitive prices	Please fill in Price matrix in Appendix 5 Prices shall be quoted excluding VAT, including all of the supplier's costs. Price rates shall be quoted as a single price, not as a price range.

4.1 Scoring and evaluation

Points for each criterion will be given on a scale of 0 to 10, where 10 is the highest. Normalization of points scores will not be used in the evaluation.

Evaluation of the quality-criteria

Awarding of points and weighting of price will be done as follows: The best tender under each sub criteria is given 10 points. Other tenders will receive points in accordance with their relative difference from the best tender. The calculated points are weighted against the weight of the sub-criteria and then the weight of the main criteria. Weighted points are summed to a total for the relevant criteria.

Evaluation of the price-criteria

Awarding of points and weighting of price will be done as follows: The lowest price will be awarded 10 points, after which the following formula will be used: the lowest price divided by the tender price multiplied by 10 points.

4.2 Basis for the evaluation

Further detail on the types of requirements in this competition

All the requirements in the requirements specification for the procurement will be one of the following two requirement types:

Mandatory requirement

Must be met requirement is mandatory. The requirements will not be a part of the evaluation, and please note that the tenderer will be rejected if the requirement not is confirmed and met.

Evaluation requirement

Norges Bank will evaluate the tenders' responses for non-mandatory requirements against the award criteria. Non-mandatory requirements belong to one of the overall award criteria. The non-mandatory requirements will be given a qualitative score of 0-10 (10 being the best) based on the quality of the answer.

5 Delivery and formulation of tenders

All tenders must be delivered electronically in Mercell within the deadline stated in **section 2.3**, possibly a new deadline specified by Norges Bank. Late arrivals will be rejected. (The system also does not allow to submit documents electronically via Mercell after the expiry of the deadline.)

The tender 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.

You might be requested to submit an electronic signature. Electronic signatures can be obtained at www.commfides.com, www.buypass.no or www.bankid.no. Please note that it may take a few days to receive electronic signature. It is recommended that the offer is delivered well in advance of the deadline, e.g., at least 1 hour before the offer deadline expires.

5.1 Tender structure

The tender shall follow the structure as specified in the Template for tender letter **Appendix 1**.

5.2 Ability to submit partial tenders

There is no ability to submit tenders on parts of the delivery.

5.3 Alternative tenders

There is no ability to submit alternative tenders.

6 Termination of the competition

6.1 Notification and stand still period

Norges Bank will inform all tenderers 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 stand still 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 tenderer, then the decision may be annulled up to when the contract is entered into.

6.2 Tax and VAT certificate

Norges Bank will require the selected tenderer to submit a tax certificate for payment of value added tax and VAT, cf. FOA § 7-2. This only applies to Norwegian tenderers. The tax certificate must not be older than 6 months from the deadline for submitting tenders or the deadline for prequalification applications.

Norges Bank reserves the right to require a tax certificate for VAT and tax from more than one selected tenderer at earlier stages of the competition.

6.3 Cancellation of the competition

Norges Bank may cancel the competition if objective grounds exist.

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 Whistle Blowing Solution

We have reviewed your tender documentation for the procurement for Whistle Blowing Solution 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 with regard to deviations from the tender documents:

Enclosed (Y/N)

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 (Y/N)

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 privacy requirements	

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 31.11.2022.

Place:

Date:

Signature: _____

Name of signatory with capital letters:

Position of signatory:

Contact person for the tender

Name _____

Title _____

E-mail _____

Mobile phone _____

Description of all deviations from the tender documents

Document reference	Original text	Deviation

Self-declaration relating to wage and working conditions

Legal authority is contained in section 6 of the Act 17.6.2016 nr. 73 relating to public procurement; 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: _____

Price Matrix

Total price for the offered solution, as described in the requirements.

All costs included ex. VAT, ready to use.

Element	License & fixed costs	Variable costs
	Prices excl. VAT	Prices excl. VAT
Implementation, one off		
First 36 months (year 1-3 in total)		
Next 12 months (year 4)		
Next 12 months (year 5)		
Other costs (specify)		
Consultancy and services		
Hourly rate for consultant		
Other services (specify)		

Please specify the price elements that are included in the prices above.

This specification is to understand and verify the price structure in the prices stated above.

Government standard terms and Conditions for IT Procurement

Agreement concerning Ongoing Purchases of Services via the Internet

Appendix 7- changes to the general contractual wording

reference	New wording
Clause 1.3 new second paragraph 3. e	Interpretation - ranking If Norges Bank has appended a Data Processing Agreement, this agreement will prevail over the general contractual wording in the event of conflict.
Clause 9.2.3add new last sentence	Liquidated damages in the event of delay There is a delay if the Supplier is in breach of his obligation to undertake proper investigations of whether the standard software performs in accordance with the software manufacturer's specifications or to follow up error rectification and installation of the rectified version.
Clause 11.3 Second and third paragraph is cancelled. New second paragraph. Last paragraph is cancelled. New last paragraph.	Duty of confidentiality The duty of confidentiality applying to employees and others working or rendering services for the Principal (Norges Bank) follows from Section 5-2 of the Act on Norges Bank and the Monetary System (Norges Bank Act). Subcontractors and third parties who become aware of information regarding the contract shall be subject to a duty of confidentiality corresponding to the duty of confidentiality laid down in Section 5-2 of the Norges Bank Act. The duty of confidentiality also applies after the termination of the contract. Employees and others whose service with one of the parties is terminated are subject to a duty of confidentiality also after the termination of service. Employees of the Contractor, subcontractors and any third parties must sign the confidentiality undertaking prepared by Norges Bank.
Clause 11.6	Police certificate of good conduct and credit check Pursuant to Section 2-15 of the Norges Bank Act and to Regulation No. 1880 of 17 December 2019, Norges Bank may, if security considerations so warrant, require a police certificate of good conduct for Supplier's personnel and any personnel of subcontractors who perform tasks in connection with the delivery. Norges Bank may, where appropriate, perform a credit check of the Supplier's personnel and any personnel of subcontractors who perform tasks in connection with the delivery. Norges Bank may also carry out other checks, such as information on residential address, confirmation of valid ID, verifying education and employment history, and other checks where relevant. If required by security reasons, Norges Bank can demand that only security approved personnel may be used by the supplier. It is the tenderer's responsibility to facilitate the necessary checks in accordance with procedures set by Norges Bank. The supplier is also obliged to sign the Bank's declaration of confidentiality. In special cases, a security clearance will be required under the Act relating to protective security services.

Clause 11.7	<p>Right of access and audit</p> <p>The Contractor shall grant the Customer, or any third party acting on behalf of the Customer, access to information about all matters pertaining to the Contracted Items as specified in this Agreement with appendices. ISAE3402 reporting for the activities of the Contractors, if any, shall be forwarded to the Customer.</p> <p>The Contractor shall permit the Customer, as well as the internal and external auditors of the Customer, to monitor the Contractor's implementation of this Agreement, hereunder to carry out inspection and control of systems, agreements, documentation, stored data, error and deviation messages, security procedures and systems, audit reports and all other matters that the Customer and/or the auditors of the Customer assume may be of relevance to the performance of the obligations of the Contractor, or that are necessary to check that working programs and procedures comply with any specifications and requirements stipulated in this Agreement. Such an audit may take place with or without reasonable notice. This provision applies to both IT audits and financial audits. The Customer shall have a corresponding right with regard to the Subcontractors of the Contractor, and the Contractor shall be obliged to ensure that the Customer is granted such a right.</p> <p>The parties shall carry their own costs in relation to any audit, unless such audit uncovers any errors or defects in the services of the Contractor. In the latter case, all costs shall be carried by the Contractor.</p>
Clause 11.8	<p>Advertising</p> <p>Tenderers shall be obliged to refrain from using in their advertising or otherwise disclosing to the general public any information concerning this agreement with schedules without the written prior approval of Norges Bank. Tenderers shall be obliged to include an identical provision in agreements with subcontractors. If a tenderer is competing for a contract under the Norwegian Public Procurement Act and Public Procurement Regulations, and an engaging party requires references from other customers/clients, Norges Bank will approve the use of Norges Bank as a reference.</p>
Clause 11.9	<p>Conflicts of interest</p> <p>Norges Bank will apply strict criteria in determining the existence of potential conflicts of interest. The economic operator is expected to have a policy and procedure in place for identifying and assessing possible impartiality or conflicts of interest. The economic operator must account for potential conflicts of interest and provide grounds for why it does not consider them to be of a nature that would disqualify it from accepting the contract.</p>
Appendix 6	<p>Consideration</p> <p>The cost of any part of the contracted items in respect of which no price has been entered is deemed to be included in the specified cost of the contracted items, unless otherwise follows from Appendix 6. All individual components of the solution specified in the Agreement, as well as any descriptions, drawings, etc., of the contracted items, shall form part of the deliverables, unless it follows clearly from Appendix 6 that specific deliverables are not included in the price.</p>

Appendix 6	<p>Price adjustments</p> <p>If Contractor by written notice received by Norges Bank have not demanded price adjustment within 6 (six) months after the right to forward such claim, the right to price adjustment for that year is withdrawn.</p>
Appendix 6	<p>Requirements for invoices issued to Norges Bank</p> <p>To ensure that they are processed efficiently and correctly, invoices sent to Norges Bank must be specified with the following information:</p> <p>Contact person: (name of the Bank employee to whom the invoice is to be forwarded)</p> <p>Cost center: (cost center responsible for paying the invoice)</p> <p>General Ledger Account: (From Agresso)</p> <p>Project no.: (if the cost is related to a particular project)</p> <p>Job no.: (if the cost is related to a specific job)</p> <p>The invoice must clearly state the product or service billed for. Time sheets for work performed must always be attached. If invoicing Norges Bank for work related to several different projects/jobs, we ask for one invoice per project/job.</p> <p>Invoices are to be sent once per month, with payment due 30 days from the invoice date (Net 30), electronically in EHF format to Norges Bank, organisation number 937884117.</p> <p>Until the Contractor is capable of issuing EHF invoices, invoices may be sent by e-mail to: invoice-management@Norges-Bank.no</p>
New Appendix 10	<p>Ethical rules for the suppliers to Norges Bank central banking operations</p> <p>A tenderer that is awarded a contract must confirm in the contract that the “Ethical rules for the suppliers to Norges Bank” (Appendix 7) applies to all operating personnel in the contractor’s organisation who have access to Norges Bank’s premises or information systems.</p>
New Appendix 11	<p>Data Processing Agreement</p> <p>A tenderer that is awarded a contract must sign a Data Processing Agreement.</p>

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 recognized 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.

Instructions to the supplier on the processing of personal data and data processing agreements

1 Introduction

Norges Bank is a company headquartered in Norway and processes personal data in accordance with the EU General Data Protection Regulation (EU) 2016/679 (GDPR) collectively referred to as the "General Data Protection Regulation". The Data Protection Regulations also impose requirements for situations where suppliers process personal data on behalf of Norges Bank as a data processor, typically in connection with IT services and for the disclosure of personal data to others.

This instruction has been prepared to provide suppliers with a comprehensive description of Norges Bank's priorities with regard to the processing of personal data, and how the supplier and the solution acquired shall facilitate, and contribute to, Norges Bank fulfilling its obligations under the Personal Data Regulations.

2 Principles for the processing of personal data

Norges Bank may only use data processors that provide sufficient guarantees that the Data Protection Regulations are complied with. In connection with procurements, the following factors will therefore be particularly important to document:

- **Built-in privacy and privacy as default setting**

Norges Bank expects that all acquisitions are in line with privacy principles, and that the supplier takes privacy into account at all stages of the development and delivery of a solution, service, software, etc. and the rights of the data subjects, i.e. the individuals to whom the personal data processed can be linked.

- **Data processing agreements and -relationships**

All processing of personal data carried out by a data processor on behalf of Norges Bank must be regulated in a separate data processing agreement. As a general rule, Norges Bank will use its own template for data processing agreements. However, this does not prevent the provider from using its own data processing template as long as the template meets the requirements for data processing agreements in the GDPR and Norges Bank's data processing agreement principles.

Suppliers may only use subcontractors (subcontractors) if Norges Bank agrees to this or is otherwise expressly agreed in the data processing agreement. Sub-processors shall be subject to similar requirements for the processing of personal data as the supplier itself, and Norges Bank shall have the right to object to the data processor's use of sub-processors.

If sub-processors provide standardized services, such as cloud service providers, Norges Bank and the supplier can agree that Norges Bank should enter into a data processing agreement directly with the cloud service provider.

- **Transfer of personal data to countries outside the EU/EEA**

Norges Bank is committed to ensuring that the level of protection for personal data under the GDPR is not undermined, for example by transferring personal data to countries that do not guarantee the data subjects an adequate level of protection. Transfer means any case where personal data is stored, sent or otherwise made available in countries outside the EU/EEA, usually in connection with server storage, remote access, support or maintenance.

As a clear starting point, Norges Bank does not allow the supplier or subcontractor(s) to transfer personal data to countries outside the EU/EEA, nor in the form of external access to data resources that process personal data. If personal data is nevertheless transferred, the supplier must ensure that the transfer meets the requirements of the GDPR and relevant guidelines from the Norwegian Data

Protection Authority and/or the Norwegian Data Protection Authority. The supplier must be able to document that the privacy of the data subjects is ensured a similar level of protection as in accordance with the GDPR in practice, including information on the basis of transfer (e.g., standard data protection regulations (SCC)), the effectiveness of the transfer basis in light of third countries' laws and practices and /or further measures (technical, legal and organizational). The Supplier must document its assessments in such a way that Norges Bank can assess whether the conditions have been met.

Note: If the supplier offers a solution that implies that personal data will be or may be transferred to third countries (including if services are provided based on external access from third countries), it is important that the customer is notified of this already in the initial offer, even if not all associated documentation or assessments on the part of the supplier are completed at that time.

3 Requirements for data processors

Norges Bank's requirements for providers to process personal data in connection with this procurement and the delivery are set out in the following documentation:

- **Requirement specification and specification of supplier solutions:** Norges Bank's requirements for the processing of personal data, including what information the supplier shall provide and document, are set out in **Appendix 4** Requirements Specification (privacy matrix). The vendor should specify the answer in this matrix "Vendor's solution specification".
- **Norges Bank's data processing agreement template:** Norges Bank's principles and template for data processing agreements are set out in **Appendix 9**



NORGES BANK

Governor's area of responsibility

Data Processing Agreement

between

Norges Bank

(hereafter the “**Controller**”)

and

[COMPANY]

(hereafter the “**Processor**”)

1 Purpose

The Processor shall provide services to the Controller pursuant to the agreement entered into [on date], [title] between the Processor as service provider and the Controller as client (hereafter the “Master Agreement”). Performance of the services under the Master Agreement requires the Processor to process personal data on behalf of the Controller.

This data processing agreement (hereafter the “Agreement”) regulates the processing of personal data. The Agreement is intended to ensure that personal data are processed in accordance with the requirements laid down in:

- 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 with regard to the processing of personal data and on the free movement of such data (the General Data Protection Regulation, hereafter “GDPR”)

(hereafter collectively “Privacy Regulations”).

In the event of any conflict between the Master Agreement and the Agreement with regard to the processing of personal data, the Agreement shall prevail. Annex 5 shall take precedence over all other documents with respect to damages for harm caused by breach of Privacy Regulations.

The Agreement includes the following annexes:

Annex 1: Purpose of data processing and subcontracting processors

Annex 2: Contact information for the parties

Annex 3: Schematic overview of data flows

Annex 4: Personal data protection level

Annex 5: Supplementary protective measures

Annex 6: Change of subcontracting processors

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

2 Guarantee

Through the Agreement, the Processor guarantees that suitable technical and organisational measures will be implemented to ensure compliance with Privacy Regulations.

3 Duties of the Controller

The Controller shall ensure that there is statutory authority for all processing of personal data and shall define 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 any given time.

4 Duties of the Processor

4.1 Routines and instructions

The Processor shall only process personal data in the manner described in the Agreement. The Processor shall follow the processing routines and instructions the Controller has decided shall apply at any given time. The Processor may not process personal data beyond what is necessary to provide services pursuant to the Master Agreement, unless otherwise stated in the Controller's documented instructions.

If a change is made to Privacy Regulations which it is reasonable to assume will have a negative impact on the Processor's ability to comply with the provisions of the Agreement, the Processor shall notify the Controller of the change without undue delay as soon as the Processor becomes aware of the change. The same shall apply if the Processor is likely to become unable to comply with the obligations in the Agreement. However, this disclosure duty shall not restrict the Processor's independent duty to comply with Privacy Regulations.

The Processor shall provide the Controller with reasonable assistance to ensure that the Controller complies with provisions in Privacy Regulations. The Processor shall notify the Controller without delay if, in the Processor's opinion, the Controller's instructions breach Privacy Regulations.

A change in the location where personal data are stored shall require prior written approval from the Controller before implementation.

The Processor shall without undue delay reply to queries from the Controller regarding the processing of personal data. Further, the Processor shall assist the Controller with access to personal data as necessary. Queries concerning the Agreement submitted to the Processor by third parties, including any queries from data subjects regarding access, rectification, erasure and other rights, shall be forwarded to the Controller as quickly as possible.

The Processor shall ensure that personal data that are processed for the Controller are kept logically separate from the Processor's own and third-party data.

The Processor shall have documented internal controls in place for its processing of personal data and shall submit this documentation to the Controller.

The Processor agrees that the Processor shall be fully liable to the Controller for compliance with the Agreement by the Processor's personnel, and that the Processor shall be fully liable in damages to the Controller for any loss, use or release of personal data, activities involving personal data and accessing or acquisition of personal data which the Processor's personnel cause and which is contrary to the Processor's obligations under the Agreement.

4.2 Physical access and access to data

The Processor shall maintain an overview of employees and any contractors granted access to the information system, areas containing personal data or 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 shall grant the Controller access to its security documentation. Unless otherwise agreed or required by law, the Controller shall have the right to access, physically and otherwise, personal data processed by the Processor and the systems used for this purpose. The Processor shall provide the necessary assistance in this regard.

The Processor shall assist the Controller with any access requests and other requests from data subjects related to the processing of personal data.

A corresponding right of verification and access shall be granted to the Norwegian Data Protection Authority (Datatilsynet) and any other relevant supervisory body authorised to demand access to the Controller's activities. The right of verification and access shall include the power to conduct on-site inspections. Further, the Processor shall respond to direct queries and provide documentation.

4.3 Duty of confidentiality

The Processor and its employees, including consultants and others engaged by the Processor, shall have a duty of confidentiality with respect to matters of which they become aware during the term of the Agreement. Such information shall be kept confidential.

The Processor shall ensure that all persons with access to personal data are familiar with applicable Privacy Regulations and the obligations set out in the Agreement, including the duty of confidentiality. This provision shall continue to apply after cessation of the Agreement.

4.4 Transfer of personal data outside the European Economic Area (EEA)

The Processor shall not transfer personal data to a country outside the EU/EEA that is not covered by a European Commission equivalence decision (a “Third Country”) without the Controller’s written prior approval. “Transfer” includes situation where an entity (data exporter) stores, sends for processing or otherwise makes personal data accessible to another entity in a Third Country (data importer), for example by remote access from a Third Country.

If a transfer to a Third Country is to occur, the Processor shall, before the transfer begins, verify the existence of

- (i) a valid basis of transfer (hereafter “personal data transfer mechanism” or “transfer mechanism”), including on request, or if other transfer mechanisms do not exist, cooperating with the Controller to enter into data transfer agreements based on the EU’s Standard Contractual Clauses (SCC)/the EU’s standard data protection terms for transfers of personal data to processors and/or controllers established in a Third Country and
- (ii) documentation showing compliance with the conditions for the transfer of personal data in the Privacy Regulation, including
 - a. assessments of the Third Country’s laws and practices and
 - b. supplemental measures to ensure a satisfactory protection level for the personal data in the Third Country.

The Processor shall submit the documentation to the Controller for assessment before any approval is granted. Further information on assessments and protective measures shall be included in Annex 4 to the Agreement.

Further, the Processor shall enter into such written agreements and sign such written declarations as are necessary (in the Controller’s view) to comply with Privacy Regulations relating to transfers of personal data to a Third Country, whether to or from the Processor.

5 Use of subcontractors

The Processor may only use subcontractors pursuant to what is agreed in Annex 6 to the Agreement. Any use of subcontractors entailing transfer of personal data to a Third Country requires the Controller’s express written prior approval (see Annex 4 and Clause 4.4). If any processing of personal data is carried out by a subcontractor, the subcontractor shall be made subject to the same obligations and restrictions as apply to the Processor pursuant to the Agreement.

The Processor shall be liable for the performance of services and duties under the Agreement by subcontractors in the same manner as if the Processor itself had performed these, including for infringements of regulatory provisions and breaches of the Agreement.

The Processor shall maintain an overview of subcontractors used pursuant to the Agreement.
The overview of subcontractors shall be included in Annex 1 to the Agreement.

6 Information security

The Processor shall comply with requirements regarding security measures imposed by applicable Privacy Regulations.

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

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

All transmission of personal data between the parties – whether in the form of computer files or in another manner – shall be satisfactorily secured against unauthorised access. The same shall apply to agreed transmission or disclosure 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 with sufficient information on and training in information security to ensure the security of personal data processed on behalf of the Controller. Documentation of compliance with information security requirements pursuant to the Agreement shall be made available to the Controller on request.

7 Discrepancies

Personal data breaches and other security breaches shall be treated as “Discrepancies”. This shall include use of personal data or the information system in breach of established routines, the Agreement or Privacy Regulations. The Processor shall have in place routines and systematic processes for following up on Discrepancies.

If a Discrepancy is discovered, or if there is reason to believe that a Discrepancy has arisen, the Processor shall report the Discrepancy to the Controller immediately, without undue delay and under no circumstances later than 24 hours after the Discrepancy has arisen.

The report shall describe the Discrepancy, summarise the consequences of the Discrepancy – including its scope and what personal data are affected – and specify the remedial measures implemented by the Processor.

The Processor shall immediately implement necessary and recommended remedial measures, and shall cooperate fully with the Controller and make all reasonable and lawful efforts to prevent, minimise or remedy the Discrepancy, including by:

- a) investigating the Discrepancy and carrying out analyses to identify the cause of the security breach;
- b) alleviating the effects of the Discrepancy; and
- c) giving the Controller reasonable assurance that such a Discrepancy is unlikely to recur.

The Processor shall have procedures and systematic processes in place for following up on Discrepancies, ie for re-establishing normal status, eliminating the cause of a Discrepancy and preventing recurrence.

The Processor shall submit a written report to the Controller as soon as possible. The report shall detail the measures implemented by the Processor to re-establish normal status, eliminate the cause of the Discrepancy and prevent recurrence. The Processor shall provide the Controller with all information the Controller needs to comply with applicable Privacy Regulations, and shall enable the Controller to answer questions from supervisory authorities. The content of folders, communications, notifications, press releases and reports relating to the Discrepancy shall be approved by the Controller before being published or communicated.

8 Liability

The liability in damages of the parties for harm caused to a data subject or other natural person through breach of Privacy Regulations is governed by the provisions in Article 82 GDPR. Any limits on damages included in the Master Agreement shall not apply to liability under Article 82 GDPR.

The parties shall be severally liable for any administrative fine imposed pursuant to Article 83 GDPR.

9 Security audits

Security audits of systems and the Processor's duties under the Agreement shall be conducted by the Processor at the written request of the Controller. Ordinary security audits pursuant to the Agreement may only be conducted once per calendar year. The Controller may conduct additional security audits in response to incidents or suspected incidents involving a security breach.

The Processor shall make available all information necessary for demonstrating compliance with the provisions of the Agreement.

The Processor shall permit the Controller and the Controller's internal and external auditors to observe the Processor's performance of the Agreement. This shall also apply to all other matters which the Controller and/or the Controller's auditors consider to be of potential importance for the performance of the Processor's obligations, or which are necessary to verify that work routines and procedures are being implemented as specified in, and pursuant to, the requirements of the Agreement.

The Processor shall be entitled to request that a different auditor be used if it can be documented that this is necessary for competition-related reasons.

A corresponding right of verification and access shall be granted to the Norwegian Data Protection Authority (Datatilsynet) and any other relevant supervisory body authorised to demand access to the Controller's activities. The right of verification and access shall include the power to conduct on-site inspections. Further, the Processor shall respond to direct queries and provide documentation.

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

10 Duration of the Agreement

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

11 Communications and messages

Communications and messages pursuant to the Agreement shall be sent in writing to the persons specified in Annex 2.

12 Notification, suspension and termination

The Processor shall notify the Controller without undue delay if the Processor is likely to become unable to meet its obligations under the Agreement.

Upon receipt of such notification, or if the Agreement is breached, the Controller shall be entitled – at its sole discretion – to suspend the Processor's right to process personal data pursuant to the Agreement with immediate effect and until the Processor can prove satisfactory compliance, or to terminate the Agreement with ten (10) working days' written notice.

13 Cessation

Upon cessation of the Agreement, the Processor shall erase and return – in accordance with best practice at the relevant time – all personal data, including copies of such personal data, which have been processed on behalf of the Controller and which are covered by the Agreement.

The Processor shall erase or appropriately destroy all documents, data, storage media, etc. containing (copies of) information or data which are covered by the Agreement and which the Processor is not obliged to store pursuant to law. This shall also apply to any back-up copies.

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

14 Choice of law and legal venue

The Agreement shall be governed by Norwegian law and the parties have adopted Oslo District Court as the legal venue [unless otherwise specified in the Master Agreement]. This shall continue to apply after the cessation of the Agreement.

Two (2) originals of this Agreement have been prepared, of which each party shall retain one (1)

Place and date

Controller

.....

[Place/date]

[Name]

[Title]

Processor

.....

[Place/date]

[Name]

[Title]

ANNEX 1 – Purpose of data processing and subcontracting processors

Provide a brief description of the Processor's processing of personal data

Purpose of the processing

- | | |
|---|---|
| <input type="checkbox"/> HR and personnel-related | <input type="checkbox"/> Controls |
| <input type="checkbox"/> Bank operations | <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></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></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 personal 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 systems 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: 30px; width: 100%;"></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 | <input type="checkbox"/> Not applicable |

Personal data transfer mechanism/ Basis of transfer (if transfer to/accessing from a country outside the EEA)

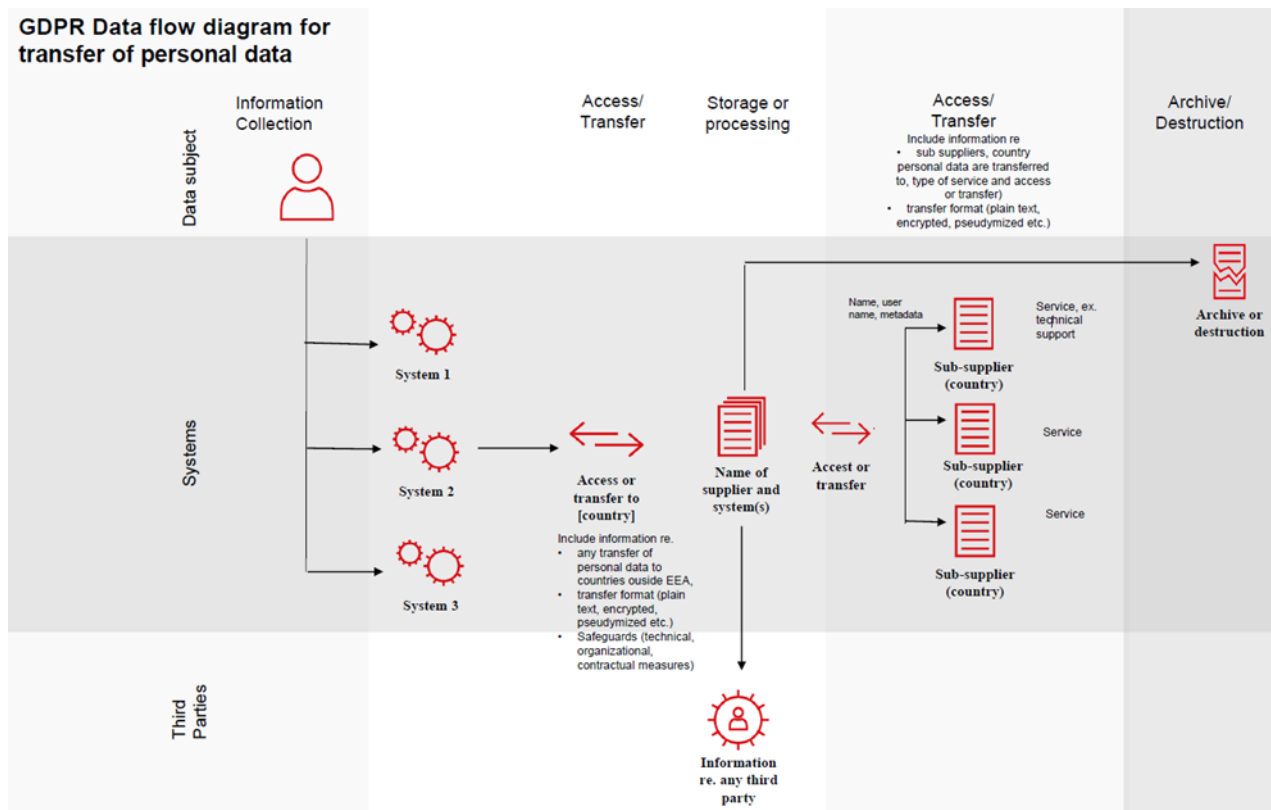
- | | |
|--|--|
| <input type="checkbox"/> Adequacy decision [specify country] | <input type="checkbox"/> Not applicable |
| <input type="checkbox"/> European Commission standard agreements/Standard Contractual Clauses (SCC) | If personal data are to be transferred outside the EEA, Annex 4 must be completed. ("Transfer" includes remote access from outside the EEA.) |
| <input type="checkbox"/> Binding corporate rules (BCR) | |
| <input type="checkbox"/> Other: [Specify in more detail here, eg additional transfer mechanism, Article 49 GDPR, etc.] | |

ANNEX 2 – Contact information for the parties

	For the Controller	For the Processor
Name		
Job title		
Telephone		
Email		

Email queries shall be cc'd to personvern@norges-bank.no.

ANNEX 3 – Schematic overview of data flows



ANNEX 4 – Personal data protection level

Summary of protection level assessment:

[The annex must be completed with a list of measures implemented to ensure an adequate level of personal data protection; see Article 32 GDPR.

If personal data are processed outside the EEA, a summary must also be included of the country assessment from the Transfer Impact Assessment (TIA). Note that “transfer” also includes remote accessing of personal data stored in the EEA to/from a Third Country, for example for maintenance and error-correction purposes.]

Country assessment:

[To be completed only if personal data are transferred to or remotely accessed from a Third Country]
The country assessment shall contain an assessment of whether the transfer mechanism will be effective in the light of the circumstances of the transfers, including whether practices in Third Countries may affect how the data exporter or importer processes personal data under the transfer mechanism and whether the laws and practices result in a lower level of protection in practice than in the EEA. The country assessment shall contain all necessary assessments that are required in Step 3 of the European Data Protection Board (EDPB) Recommendations].

Supplemental measures: [Shall always be completed with details of measures pursuant to Article 32 GDPR, not with generic descriptions. Alternatively, if a basis of transfer is used, reference may be made to specific annexes to the basis of transfer in which the measures are listed, for example new SCC, Annex 2. The description of supplemental measures shall contain all necessary assessments required in Step 4 of the EDPB Recommendations]

ANNEX 5 – Legal measures

[Note: This annex describes legal measures and will apply in the event of transfers to/accessing from countries outside the EEA.]

1. Protection against release and disclosure of data

If the Processor is ordered by a third party to disclose data and/or personal data transferred in accordance with a basis of transfer, the Processor shall:

- (a) make all reasonable efforts to redirect the third party to request data directly from the Controller;
- (b) immediately notify the Controller unless doing so is prohibited by legislation applicable to the requesting third party and, if notification of the Controller is prohibited, make all lawful efforts to secure a right to waive the prohibition against communication so that the Controller receives necessary information as quickly as possible; and
- (c) implement all lawful measures to challenge the disclosure order based on lack of legal grounds pursuant to the legislation applicable to the requesting party, or relevant conflicts with EU legislation or applicable member state legislation.

It is emphasised that “lawful measures” does not include actions that would result in civil or criminal penalties, such as contempt of court, pursuant to the laws of the jurisdiction in question.

2. Notification of changes

The Processor agrees and guarantees that there is no reason to believe that the legislation applicable to the Processor or the Processor’s subcontracting processors – including in countries to which personal data are transferred either by the Processor personally or via a subcontracting processor – prevents fulfilment of instructions received from the data exporter or its obligations under the Agreement, the annex or the basis of transfer, and that in the event of a change in legislation which is expected to have a negative effect on the guarantees and obligations in this annex or the basis of transfer the Processor will immediately notify the Controller of the change as soon as it becomes known, in which case the Controller shall be entitled to stop the transfer of data and/or terminate the contract.

3. Cessation

This annex shall automatically cease to apply if the European Commission, a competent supervisory authority in a member state or a competent court in the EU or a member state approves a different lawful transfer mechanism which will apply to data transfers covered by the basis of transfer (and if this mechanism only applies to some data transfers, this annex shall only cease to apply to such transfers) and which does not require the supplementary protective measures specified in this annex.

Cessation shall be conditional on the parties formally establishing a lawful transfer mechanism applicable to processing under the Agreement.

4. Interpretation/priority

This Annex 5 shall take precedence in the event of any conflict between the Agreement, the Master Agreement and other agreements between the parties.

***Indemnity provisions that may be considered for inclusion in some agreements:**

Note: use of these provisions shall be in exceptional cases and shall always be cleared with NBA Legal in advance.

*** Indemnity**

Pursuant to Sections 3 and 4, the Processor shall indemnify the Controller in respect of all tangible and intangible harm caused to the Controller and/or a data subject by the Processor's disclosure of the data subject's personal data – as transferred pursuant to the basis of transfer – in response to an order issued by a state body from outside the EU/EEA or a prosecuting or intelligence body (a "**Disclosure**").

***Conditions of indemnity**

The indemnity pursuant to Section 2 shall be conditional on the Controller establishing that:

- (a) the Processor has made a Disclosure;
- (b) the Disclosure was made in response to an official order issued against the Controller or the data subject by a state body from outside the EU/EEA or a prosecuting or intelligence body; and
- (c) the Disclosure caused the Controller tangible or intangible harm, for example in the form of a claim by the data subject or fines/fees.

Notwithstanding the above, the Processor shall have no obligation to indemnify the data subject pursuant to Section 2 if the Processor establishes that the relevant Disclosure was not made in breach of GDPR obligations.

***Scope of harm**

Indemnification pursuant to Section 2 above shall be limited to tangible and intangible harm as specified in the GDPR and the Personal Data Act, and shall exclude consequential losses and all other harm not due to the Processor's breach of the GDPR.

The indemnity shall not be subject to any liability limitation which may otherwise have been agreed with the Processor.

ANNEX 6

Change of subcontracting processors

1. Approved subcontracting processors

The following subcontracting processors have been approved:

Org. name	
Address	
Country	
Org. no.	
Basis	[If transfer to/accessing from a country outside the EEA: the data transfer mechanism pursuant to Chapter V GDPR.]
Processing	[The personal data to be processed and the purpose of processing.]

Org. name	
Address	
Country	
Org. no.	
Basis	[If transfer to/accessing from a country outside the EEA: the data transfer mechanism pursuant to Chapter V GDPR.]
Processing	[The personal data to be processed and the purpose of processing.]

☐ The Processor does not use subcontracting processors to process personal data.

2. Change of subcontracting processors

Unless otherwise stated in the table below, the Processor may only implement changes in the use of subcontracting processors after the express prior written approval of the Controller. The subcontracting processor may not process personal data before such approval has been given. Approval may not be denied without just cause.

The Controller also gives consent that the Processor may make changes in the use of subcontracting processors:

Tick	Alternatives
	<p>Subcontracting processor domiciled in the EEA</p> <p>The Processor may use subcontracting data processors established in EEA countries, assuming that the Processor notifies the Controller and gives the Controller the opportunity to oppose the changes. Such notification shall be received by the Controller no later than one month before the change becomes effective, unless otherwise agreed between the parties in writing.</p> <p>If the Controller opposes the change, the Processor shall be informed as soon as possible. The Controller may not oppose the change without just cause.</p>
	<p>Subcontracting processor in the same corporate group domiciled in the EEA</p> <p>The Processor may use a subcontracting processor in the same corporate group (parent, fellow subsidiary or subsidiary) established in an EEA member state. The Processor shall notify the Controller of the use of such a subcontracting processor before the change takes place.</p>

3 Subcontracting processors established in a Third Country

Any use of subcontracting processors that entails the transfer of personal data to a Third Country requires prior written approval (see Clause 4.4).

If a change or use of subcontracting processors entails a transfer of personal data to a Third Country, Norges Bank shall receive the information necessary to make the required assessments pursuant to Clause 4.4 of the Agreement by no later than 60 days before the change is to take place. Notice and documentation shall be given to the contact person stated in the Agreement.

4 Subcontracting processors that provide standardised third-party services

If the Processor uses subcontracts (third-parties) that provide standardised third-party services (typically cloud services) and with which the Processor has concluded a direct data processing agreement, a change of subcontractor to the third party will follow the provisions of the third party's data processing agreement.