



# NORWEGIAN DEFENCE MATERIEL AGENCY

2023028119 – Initial Courses in Electronic Warfare for ESM  
Operators and/or Anti-Submarine Warfare for SONAR Operators  
on  
P-8A Poseidon

Annex C  
Price and payment terms – Services

---

## 1 General

This framework agreement obligates the Purchaser in the event of a call-off order. The framework agreement does not entail any purchase obligation for the Purchaser.

Unless otherwise agreed, the Contractor shall ensure that all users involved in the Framework Agreement, regardless of geographical location in Norway, have the same prices, terms and conditions.

## 2 Price statement to Purchaser

The prices related to the Framework Agreement are indicated in Annex D – Price Sheet. All prices are ex. VAT.

The prices include all costs related to the scope of delivery, with the exception of travelling expenses which are mentioned in item 4 below. Coverage of other costs are subject to agreement with the Purchaser.

Services shall be invoiced according to actual time taken. Lunch/meal breaks etc. shall not be invoiced.

## 3 Overtime

Unless otherwise agreed, overtime shall be invoiced with the same hourly rate as work performed during normal working hours.

## 4 Travelling expenses

Travel and travel time to and from agreed place of service/delivery shall not be invoiced unless otherwise agreed.

Other travels shall be made and invoiced in accordance with agreement with the Purchaser only. Unless otherwise agreed, travel allowance for such travels shall be made in compliance with prevailing provisions regarding travel for other Government personnel. This means that the allowance must be in accordance with prevailing regulations, without any kind of additions to the costs related to travel, accommodation and daily allowance in relation to the performances under this Framework Agreement.

Travel time outside agreed place of service/delivery shall be invoiced according to accrued time.

The Purchaser may request Contractor to make use of Purchaser's discount arrangements on travels by plane, hotels etc. for travels covered by the Purchaser.

## 5 Payment conditions

Payment shall be made within 30 days after the delivery is approved by the Purchaser and correct invoice with appendices are received.

Invoice for interest on overdue payment will not be accepted if delayed payment is due to inadequate invoice or Contractor's breach of contract.

Payment does not imply that the delivery has been approved.

## 6 Price adjustment

Price adjustments may be done 12 months after the Framework Agreement has been signed, at the earliest. Any additional price adjustments must be made with a minimum interval of 12 months.

The Parties are responsible for applying for and documenting requests for price adjustments. For this Framework Agreement the UK Services Producer Price Index (SPPI) [6250850000: Education Services CDID:FUZ2] shall be used when applying for price adjustment. See [Services Producer Price Inflation \(SPPI\) records - Office for National Statistics \(ons.gov.uk\)](https://ons.gov.uk/economy/price-inflation/sppi)

The Index adjustment is based on the last known index value prior to tender deadline in the prior tender. The first price adjustment corresponds to the index adjustment during the period from tender deadline and up to the time of the application for price adjustment. The following price adjustments correspond to the index adjustment at last price adjustment and up to the new application.

Price adjustments must be approved and formally accepted based on the Framework Agreement's regulations relating to changes prior to implementation. Application for price adjustment shall be handled by the other Party without undue delay. Neither of the Parties may refuse to approve correctly performed price adjustments pursuant to the above.

In the event that a decision is made after the signing of the Framework Agreement to change laws and regulations relating to the services rendered under the Framework Agreement that leads to changes to the Contractor's costs that are not accounted for in the index adjustment, the Parties are entitled to adjust the prices in accordance with documented cost changes. Adjustments pursuant to this paragraph are in effect as of the date the Parties notify each other.

## 7 Invoicing

### 7.1 Electronic invoicing

Invoices to the Purchaser are to be sent as e-invoice (EHF-format).

Electronic invoice address: 986105174

For information regarding EHF and the use of this format, please see:

<https://www.anskaffelser.no/verktoy/how-send-electronic-invoice>  
<https://vefa.difi.no/ehf/guide/invoice-and-creditnote/2.0/en>  
<https://peppol.eu/what-is-peppol/peppol-country-profiles/norway-country-profile>

The Parties may agree to another invoicing format if the Contractor does not have access to systems that are compatible with the above mentioned system due to their geographical location.

## 7.2 Invoicing routines

The Contractor shall issue one invoice per call-off order. For call-off orders with a duration surpassing one month, the Contractor shall issue one invoice per month. The Contractor may instead issue invoice on a weekly basis.

Invoices must be based on time sheets. Time sheets must be approved by the Purchaser.

## 7.3 Invoice format and information

The invoice must comply with applicable regulations cf. regulation of 1 December 2004 no. 1558 relating to bookkeeping (the bookkeeping regulation). In addition the invoice shall contain the following information:

- Agreement number/contract number
- purchase order/framework purchase order number

Invoices lacking reference, or that are sent to the wrong address may be rejected by the Purchaser. The invoice must specify the correct prices per unit and the total sum in accordance with the call-off order. Further requirements to information (and any enclosed information) are to be agreed at the implementation of the Framework Agreement.

Any credit notes related to previous invoices for services must meet the same requirements to content as the original invoice.

A copy of the original invoice must be enclosed any payment reminders and notices of debt collection.

## 7.4 Value Added Tax

Invoices for deliveries that are liable for VAT must contain VAT. If only a part of the scope of delivery is liable to VAT, the liable part and the non-labile part must be invoiced separately.

## 7.5 Transferral of claim to third party

The Contractor may not transfer outstanding claims related to this Framework Agreement to a third party without prior written approval from the Purchaser.

The Contractor remains liable for all their obligation towards the Purchaser even if the Purchaser has given their written approval to the transferral of the Contractor's claims to a third party.