

SSA-Cloud 2021

Appendices to SSA-Cloud – Cloud Services Agreement

The Norwegian Government’s Standard Agreement for facilitation, implementation and management of cloud services delivered on standard terms

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**Note to users of the templates for appendices provided in this document:**

The templates for appendices are not intended to be exhaustive. Their primary purpose is to provide an overview of which points in the general contractual wording that presuppose, or allow for, specific regulations in the appendices. The appendices must always be adapted to each individual procurement and use.

The texts in the templates for appendices function as a *guide* and are intended to help the to the Parties in filling out the appendices. In the event of a *conflict* between the wording of an appendix template and the provisions of the general contractual wording, the appendix must be completed as stated in the general contractual wording. The templates for appendices may, however, contain guidance on and describe more topics than what follows directly from the general contractual wording. This shall not be deemed contradictory.

The templates for appendices also contain certain provisions that were previously included in the general contractual wording, and which should not be removed without being replaced with alternative wording. These provisions are marked separately.

Notifications of any errors, ambiguities or other input regarding the guidance should be sent to: ssa-post@dfo.no with «SSA-cloud» at the beginning of the subject field.

# Appendix 1: The Customer's description of needs and specification of requirements

*To be filled in by the Customer.*

## The Agreement’s clause 1.1.1 The Supplier's Services

The Customer shall describe its needs and specify its requirements for the Supplier's Services here. This also includes any options.

## The Agreement’s clause 1.1.2 Cloud services

If the Customer has needs and requirements for Cloud Services that the Supplier shall recommend or offer, they must be stated here.

If the Customer wants the Supplier to enforce the Standard Terms on behalf of the Customer when the Customer is a party to the agreement with the Cloud Service Provider, it must be stated here.

## The Agreement’s clause 2.2.1 Facilitation

The Customer shall describe its needs and specify its requirements for the Facilitation here.

## The Agreement’s clause 2.2.2 Implementation

The Customer shall describe its needs and specify its requirements for the Implementation here. The requirements for the Implementation may include requirements for training (2.2.8), development of routines (2.2.9) and/or organisational development and digital transformation (2.2.10).

## The Agreement’s clause 2.2.4 Customisations

The Customer shall describe its needs and requirements concerning the Customisations here. The Customer's requirements for methods and processes for the development of the Customisations, if any, must be stated here.

## The Agreement’s clause 2.2.5 Integrations

Under this clause, the Customer shall describe its needs and specify its requirements for integrations with software and services that are stated in Appendix 3 The Customer's system landscape. If the Supplier is to have responsibility for results and/or progress with respect to the integrations, the Customer must specify it here.

## The Agreement’s clause 2.2.6 Data conversion

If the Customer requires the Supplier to convert the Customer's data, the Customer must specify it here.

If the Customer requires the Supplier to provide price estimates or a fixed price, the Customer shall specify the requirement here and describe the scope, data formats and other information the Supplier needs in order to be able to make the offer.

## The Agreement’s clause 2.2.7 Specialised Security Solutions

If the Supplier's Services are to include Specialised Security Solutions, the Customer must specify the requirements here.

Specialised Security Solutions may include routine backup of the Customer's data to a physically separate technical solution and/or restructuring/splitting, pseudonymisation and/or encryption of the Customer's data in solutions that are physically separate from the Cloud Service.

## The Agreement’s clause 2.2.8 Training

If the Customer wants the Supplier to develop training specifically for the Customer, the Customer must specify the requirement here.

## The Agreement’s clause 2.2.9 Development of routines

If the Customer wants the Supplier to assist with the development of routines related to the use of the Cloud Service or the Services, the Customer shall specify the requirement here.

## The Agreement’s clause 2.2.10 Organisational development and digital transformation

If the Customer has a need for the Supplier’s assistance with organisational development and digital transformation and wants the Supplier to describe its approach and method, the Customer shall specify the requirement here.

## The Agreement’s clause 2.3.1 About Management

The Customer shall describe its needs and specify its requirements concerning the Supplier’s Management activities here.

## The Agreement’s clause 2.3.2 The Management Document

If the Customer wants the Supplier to prepare and maintain a Management Document, the Customer must specify it here.

The Management Document shall contain an overview of all Cloud Services that the Supplier shall manage, and an overview of the Supplier's Services related to the Cloud Services.

## The Agreement’s clause 2.3.4 Framework for financial follow-up of Cloud Services

If the Customer wants the Supplier to deliver and implement a framework for financial follow-up that would help the Customer to keep track of orders, cloud service deliveries, finances, etc., the Customer must specify the requirement here.

## The Agreement’s clause 2.3.5.1 General information on monitoring

If the Supplier as part of the Services is to Monitor Cloud Services on behalf of the Customer, the Customer shall make the demand here. The Customer must specify which activities the Monitoring shall include.

## The Agreement’s clause 2.4.5 The Supplier's obligations in the event of a transfer to a new supplier

The Supplier shall, upon request, assist the Customer in connection with the preparations for the conclusion of a new agreement and provide the information that is necessary for such preparation.

If the Customer has specific requirements as to what information the Supplier shall deliver as a minimum in connection with such preparation and when the delivery is to take place, it shall be stated here.

## The Agreement’s clause 4.2.3 Termination of the Cloud Service for convenience

If the Customer has specific requirements related to termination for convenience / partial termination for convenience of the Cloud Services, the Customer shall state it here.

## The Agreement’s clause 5.1.2.3 After the Delivery Date

Note: For the Customer's requirements concerning “follow-up of the Cloud Service”, see the guidance to the Agreement's clause 2.3.1 above.

## The Agreement’s clause 7.1 General external legal requirements and measures

The Customer shall identify here which legal requirements, or specific requirements to the party, the Customer considers to be of relevance to the conclusion and implementation of the Agreement.

The Customer shall specify relevant requirements for the Service here.

## The Agreement’s clause 7.2.1 Generally on information security

If the Customer has specific requirements as to how the Supplier shall safeguard the information security, the Customer must state it here.

## The Agreement’s clause 7.2.2 The Supplier’s obligation to keep the Customer’s data separate

If the Customer has specific requirements as to how the Supplier shall fulfil the requirement for separation of data, the Customer shall state it here.

## The Agreement’s clause 7.2.3 Cloud Service requirements

If the Customer has requirements to certifications that are relevant to Cloud Services that the Supplier recommends or offers, it must be stated here.

If the Customer has requirements as to how the Supplier shall ensure that the Cloud Service safeguards sufficient security of the Customer's data, it shall be stated here.

## The Agreement’s clause 7.3.2 Data processing agreement – the Cloud Service

If the Customer wants the Supplier to follow up the Data Processing Agreement between the Data Controller and the Cloud Service Provider on behalf of the Data Controller, this shall be stated in the Customer’s requirements to the Services here.

If the Customer has specific requirements as to how the Cloud Service shall process personal data, the Customer shall state it here.

## The Agreement’s clause 8.3.1 Generally on rights to data

If the Customer wants to make a reservation in relation to the Supplier’s use of aggregated, anonymised data to improve the Supplier’s services, the Customer shall state it here.

# Appendix 2: The Supplier's solution specification

*To be filled in by the Supplier.*

NOTE: The Supplier must ensure that all requirements in Appendix 1 are satisfactorily answered in Appendix 2. The clauses below provide an overview of the conditions that the general contractual wording presupposes or facilitates to be answered in the appendix, but the overview cannot be considered exhaustive. Appendix 1 may include more requirements and conditions than what are stated in the appendix template below.

## The Agreement’s clause 1.1.1 The Supplier's Services

The Supplier shall describe its Services and relevant prerequisites for its delivery here.

The description shall be based on the Customer's needs and requirements as stated in Appendix 1.

In the event that the description in the Supplier’s interpretation contains deviations from the requirements in Appendix 1, it shall be clearly stated here.

## The Agreement’s clause 1.1.2 Cloud Services

The Supplier shall here describe the Cloud Services that the Supplier recommends or offers.

The Supplier shall here describe how the enforcement of the Standard Terms on the Cloud Service Provider shall take place in agreements to which the Supplier is a party.

If it is stated in Appendix 1 that the Supplier shall enforce the Standard Terms on the Cloud Service Provider on behalf of the Customer when the Customer is a party to the agreement with the Cloud Service Provider, the Supplier shall describe here how the follow-up will take place.

## The Agreement’s clause 2.1.3 Examination of the Customer's infrastructure and system portfolio

The Supplier's prerequisites related to the Customer's infrastructure and system portfolio on which the Supplier has based its offer must be stated here.

## The Agreement’s clause 2.2.1 Facilitation

The Supplier shall here describe the facilitation activities that the Customer has requested, or that the Supplier offers to satisfy the Customer's description of needs.

## The Agreement’s clause 2.2.2 Implementation

The Supplier shall here describe the implementation activities that the Customer has requested, or that the Supplier proposes as part of its offer.

## The Agreement’s clause 2.2.4 Customisations

The Supplier shall here describe its solution options for the Customisations that the Customer has requested.

If the Customer has asked the Supplier to describe its methods and processes for developing of the Customisations, the Supplier shall describe them here.

## The Agreement’s clause 2.2.5 Integrations

If the Customer has required the Supplier to perform integrations with software and services as set out in Appendix 3 The Customer's system landscape, the Supplier's solution options and prerequisites for the integration work, including prerequisites for responsibility for results and/or progress, shall be stated here.

## The Agreement’s clause 2.2.6 Data conversion

If the Customer has required that the Supplier shall contribute with the conversion of the Customer's data, the Supplier's plan and specification of the conversion work, including how personal data will be processed in connection with the conversion, must be stated here.

Any prerequisites for price estimates or fixed price for the conversion work must be stated here.

## The Agreement’s clause 2.2.7 Specialised Security Solutions

If the Supplier's Services shall include Specialised Security Solutions, they must be described here.

## The Agreement’s clause 2.2.8 Training

If the Customer has required that the Supplier develop training specifically for the Customer, the Supplier shall describe the scope and scheme of the training here.

## The Agreement’s clause 2.2.9 Development of routines

If the Customer has required that the Supplier assist with the development of routines related to the use of the Cloud Service or the Service, the Supplier shall describe its scheme for establishment and development of the routines here.

## The Agreement’s clause 2.2.10 Organisational development and digital transformation

If the Customer has required the Supplier to assist with digital transformation, the Supplier must describe its approach and method here. If the Customer has specified its need, and requested a solution proposal, the Supplier shall also prepare a proposal for a restructuring process and plan.

## The Agreement’s clause 2.3.1 About Management

The Supplier must describe here which management activities are included in the Services and how they will be carried out.

## The Agreement’s clause 2.3.2 The Management Document

If the Supplier is to prepare and maintain a Management Document, the Supplier shall describe options for the layout of the Management Document here. The Supplier shall also describe its procedures for maintaining of the Management Document. See also Appendix 6 on routines for making changes to the Management Document.

## The Agreement’s clause 2.3.5.1 Generally on monitoring

If the Supplier is to Monitor Cloud Services on behalf of the Customer as part of the Services, it shall be described here how this will be done.

## The Agreement’s clause 5.1.2.3 After the Delivery Date

A description of how the Supplier is to follow up the Cloud Service on behalf of the Customer shall be given here.

## The Agreement’s clause 5.1.3 The Customer’s responsibility for facilitation

The Supplier's need for information and access which are necessary for the Supplier to be able to deliver the Services in accordance with the Agreement shall be stated here.

The Supplier's requirements for the Customer's participation shall be stated here.

## The Agreement’s clause 5.2.2 The Customer’s responsibility for its personnel

If the Supplier has requirements concerning the expertise to the Customer’s personnel that have a role related to the follow-up of the Services, the requirements shall be stated here.

## The Agreement’s clause 7.1 General external legal requirements and measures

If the Customer has described legal requirements, or Customer-specific requirements, that the Customer considers to be of relevance to the conclusion and implementation of the Agreement, the Customer shall describe here how these requirements shall be fulfilled.

## The Agreement’s clause 7.2.2 The Supplier’s obligation to keep the Customer’s data separate

If the Customer has set specific requirements as to how the Supplier shall fulfil the requirement for separation of data, the Supplier shall describe here how these requirements shall be met.

## The Agreement’s clause 7.2.3 Cloud Service requirements

If the Customer has set requirements as to how the Supplier shall ensure that Cloud Services that the Supplier recommends safeguard sufficient security of the Customer's data, the Supplier shall describe here how the Customer's requirements shall be fulfilled.

## The Agreement’s clause 7.3.2 Data processing agreement – the Cloud Service

If the Customer has required that the Supplier, as part of the Service, follows up the data processing agreement between the data controller and the Cloud Service Provider on behalf of the data controller, the Supplier shall describe here how this will be fulfilled.

## The Agreement’s clause 8.1.2.2 The Cloud Services delivered on Standard Terms

If the Standard Terms for Cloud Services that the Supplier has recommended or offered contain terms related to the Customer's use of the Cloud Service that the Customer should pay special attention to, the Supplier shall give clear notice thereof here. This can apply to e.g. prerequisites for use, unusual licensing models, thresholds that trigger claims for additional fees, etc. The examples here are not exhaustive.

## The Agreement’s clause 8.3.2 Right to data processed in the Cloud Service

If the Standard Terms for Cloud Services that the Supplier has recommended or offered contain terms that restrict the Customer's control over or rights to data that are processed in the Cloud Service on behalf of the Customer compared to the Agreement's clause 8.3.1, the Supplier shall provide clear notice thereof here.

## The Agreement’s clause 9.1.2 Breach caused by errors in the Cloud Services

If the Customer has required that the Supplier shall follow up breach/errors due to the Cloud Service, the Supplier shall describe here its prerequisites and routines for such follow-up.

# Appendix 3: The Customer’s System landscape

*To be filled in by the Customer.*

## The Agreement’s clause 1.1.2 Cloud Services

The Customer shall describe the part of its System Landscape which the Cloud Services shall cooperate with and be part of and which is relevant to the Supplier's Services.

The appendix shall also contain an overview of Cloud Services which the Customer has procured independently of this Agreement, but which shall be covered by the Agreement or otherwise are relevant to the Supplier's Services.

## The Agreement’s clause 2.1.3 Examination of the Customer's infrastructure and system portfolio

If the Supplier is to take over all or part of the Customer's infrastructure and system portfolio (equipment or software), the Customer shall describe here all equipment that the Supplier will take over, all software, specifying versions etc., as well as any guarantees and maintenance agreements that the Supplier will take over.

## The Agreement’s clause 2.2.5 Integrations

The Customer must here describe the systems that Cloud Services shall be integrated with.

# Appendix 4: Plan for Facilitation and Implementation of Cloud Services etc. including plan for possible Approval Tests

## Initial and overall (general) plan for implementation of the Agreement

An initial and overall (general) plan for Facilitation and Implementation of Cloud Services, etc., including a plan for possible Approval Tests, shall be presented here. The plan shall be prepared by the Supplier in accordance with the general guidelines given by the Customer.

The Customer's general guidelines for the plan are as follows:

*[If the Customer has any general guidelines for the plan, e.g. deadlines for when activities can start at the earliest, or when something must be delivered at the latest, the Customer shall describe it here.]*

## The Agreement’s clause 2.1.4 Preparation of a General Progress Plan for the Establishment

*[Note: Upon the commencement of the Agreement, the Parties shall cooperate to specify the initial and general plan for the implementation of the Agreement in a General Progress Plan for the Establishment, see the Agreement clause 2.1.4.]*

## The Agreement’s clause 2.2.4 Customisations

Methods and processes for developing of Customisations may be stated in Appendix 1 and/or 2, or in Appendix 4 (here).

*[Fill in any requirements for methods and processes for developing of the Customisations (if these are not included in Appendices 1 and 2).]*

Any other deadlines for the adjustment work other than those set out in the Agreement clause 2.2.4, can be specified here.

*[Fill in any deviating deadlines for the adjustment work here.]*

## The Agreement’s clause 2.2.12 Approval Test

Unless otherwise agreed here or in the Establishment Plan, the Approval Test shall last for a period of 10 (ten) Business Days from the first Business Day after the Supplier has sent written notice to the Customer that the Services and Cloud Service are ready for the Approval Test.

**Deadlines:**

The Parties have agreed that the Approval Test shall last for a period of [*number*] days *[to be filled in only if something other than ten days has been agreed].*

The Parties have also agreed on the following other deadlines for the Customer's inspection of the Services and Cloud Service:

*[Fill in if other deadlines have been agreed in connection with approval, etc.]*

**Approval criteria:**

The Parties have agreed that the following approval criteria shall supplement or replace the approval criteria stated in clause 2.2.12 of the Agreement:

*[Fill in any other approval criteria and specify whether they shall supplement or replace the criteria stated in the Agreement.]*

**Categorisation of errors:**

The table for categorisation of errors in the Agreement clause 2.2.12 shall be replaced by:

*[Insert new table if the table in the Agreement shall not apply.]*

**Other matters related to the Approval Test:**

*[To be filled in if the Parties have other changes or additions to the Agreement's regulation of the Approval Test.]*

## The Agreement’s clause 2.4.2 Termination of Cloud Services

A General plan for termination of the Cloud Services (one or more) shall be prepared in connection with the Establishment phase and shall be made available to the Customer before the Delivery Date and included in Appendix 4.

*[The plan shall be presented here.]*

## The Agreement’s clause 2.4.3 Termination of all or part of the Services

A General plan for termination of the Services (in full or partially) shall be prepared in connection with the Establishment and shall be made available to the Customer before the Delivery Date and be included in Appendix 4.

*[The plan shall be presented here.]*

## The Agreement’s clause 4.1.1 Term of the Agreement

Unless a different agreement term is agreed here, the Agreement shall be valid for 3 (three) years from the date of signature and shall thereafter automatically be extended as stated in clause 4.1.1 of the Agreement.

Option 1: The Parties agree that the initial term of the Agreement shall be [*number*] of years. The Agreement shall thereafter be extended as stated in clause 4.1.1 of the Agreement.

Option 2: [*Other provisions on agreement term can be stipulated here*.]

## The Agreement’s clause 9.5.3 Basis for imposing liquidated damages

The Parties have agreed the following **Delivery deadlines**:

*[Fill in the agreed Delivery deadlines.]*

Delivery Deadlines can also be agreed in the Establishment Plan.

The following Delivery deadlines are subject to liquidated damages in case of delay:

*[Specify which Delivery deadlines are subject to liquidated damages.]*

# Appendix 5: Service level for the Supplier's Services in the Management Phase with standardised damages

## Requirements for the Service Level (the Agreement’s clause 2.3.1)

If the Customer has requirements for (the framework for) Service Level or standardised financial compensation in the Management Phase, this must be stated in the appendix here.

*[Insert the Customer's possible requirements for Service Level and standardized financial compensation.]*

[Note: The Agreement specifically mentions the possibility of setting requirements for Service Level for the management of Specialised Security Solutions (clause 2.2.7), updating of the Management Document (2.3.2). Monitoring (2.3.5) and reconstruction of data (9.6.2), but *this is not an exhaustive list of services where Service Level requirements are relevant.]*

The appendix shall be filled in by the Supplier based on the general guidelines or requirements that the Customer has set for the Service Level.

If the Customer has not set requirements for the Service Level, the Supplier shall describe its standard Service Level for the Services.

## Financial compensation for breach of agreed Service Level (the Agreement’s clause 9.5.4)

In the event of a breach of agreed Service Level, the Customer may demand financial compensation in accordance with standardized rates as agreed here.

*[Insert the Customer's possible requirements for compensation models.]*

The Customer may set requirements as to how the financial compensation shall be calculated.

The Appendix shall be filled in by the Supplier based on the general guidelines or requirements the Customer has set for compensation models.

## The Agreement’s clause 2.3.3 The Collaboration plan

If the Customer has requirements as to how the collaboration with the Supplier shall be organised, this may be included here or in Appendix 6.

# Appendix 6: Administrative provisions

## The Agreement’s clause 2.1.2 Organisation

### Authorised representative (person or role)

*[Note: Authorised representative must be specified, and this clause should not be deleted without being replaced by another corresponding text.]*

Authorised representative of the Parties (person or role), and procedures and notice periods for any replacement thereof, shall be specified here.

On the part of the Customer: *[Fill in name/role and contact information for the authorised representative]*

On the part of the Supplier: *[Fill in name/role and contact information for the authorised representative]*

### Other organisation

Other organisation, with an indication of roles, responsibilities and authority, management documents, reporting, meetings and meeting frequency as well as other procedures and routines concerning the collaboration between the Parties shall be described here and/or in the Collaboration Plan.

Organisation should be described separately for the Establishment and the Management phases, respectively.

## The Agreement’s clause 2.3.2 The Management Document

Routines for making changes to the Management Document shall be described here.

## The Agreement’s clause 2.3.3 The Collaboration plan

If the Customer has requirements as to how the collaboration with the Supplier shall be organised, they may be specified here or in Appendix 5.

## The Agreement’s clause 3.1 Right to changes

Any limitations in the Customer's right to demand changes in the Services, in addition to the limitations set out in the Agreement, clause 3.1, shall be set out here.

## The Agreement’s clause 3.2 Change Procedure

*[Note: This clause should not be deleted without being replaced by another corresponding text.]*

### A. The Customer’s request for an amendment agreement

If the Customer wishes to change the Services, the Customer must prepare a written request for an amendment agreement. The request must contain a description of the Customer's need for the change.

If a template shall be used for this request, it must be specified here.

*[To be filled in by the Customer]*

### B. Handling of change orders by the Supplier

The Supplier shall describe its routine for handling of change orders, including the Supplier's tools for registering and following up of change orders and amendment agreements.

*[To be filled in by the Supplier]*

Unless otherwise agreed in the individual case, the Supplier shall within 10 business days after the receipt of the request for an amendment agreement conduct an assessment of the risk and consequences of the change and provide a price estimate.

The assessment must include at least the following points:

1. Description of the change
2. Description of the work that must be done to deliver the change
3. Impact on the Services and Cloud Services
4. Impact on schedules
5. Impact on fees (for implementation of the change and impact on the management costs)
6. Schedule for implementation of the change
7. Any effects on distribution of responsibilities between the Customer and the Supplier or on Cloud Service Providers and other service providers (third parties)
8. Test and possible approval of the change

### C. The Customer's acceptance of the Supplier's assessment - the amendment agreement

If the Customer accepts the Supplier's description of the change, price and other consequences stated in the assessment, the Customer shall notify the Supplier that the Customer wishes the change to be implemented by issuing an amendment agreement.

The Supplier shall implement the change in accordance with the deadlines stated in the amendment agreement and inform the Customer when the change has been made.

###  D. Dispute resolution

*[Here the Parties can describe in more detail how disagreements concerning the consequences of a change shall be handled, see the Agreement clauses 3.4 and 3.5, e.g. on the use of an independent expert or mediation.]*

## The Agreement’s clause 5.2 Requirements for personnel and expertise

The Supplier's key personnel (see clause 5.2.1.1 of the Agreement) must be listed here.

The Supplier's key personnel:

|  |  |  |
| --- | --- | --- |
| Name | Category | Area of expertise |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## The Agreement’s clause 5.4.1 Use of subcontractors by the Supplier

The Supplier's subcontractors that have been approved by the Customer shall be listed here.

|  |  |
| --- | --- |
| Subcontractor | Which services the subcontractor contributes with, etc. |
|  |  |
|  |  |

## The Agreement’s clause 5.4.3 The Customer’s use of third parties

If the Customer finds it necessary for the performance of the work under this Agreement to cooperate with third parties, the Customer shall list these third parties here.

|  |  |
| --- | --- |
| Third party | Scope of cooperation |
|  |  |
|  |  |

## The Agreement’s clause 5.5 Meetings

Regular meetings shall be held between the contact persons of the Customer and the Supplier during the term of the Agreement. The frequency, convening, the Parties' participants and type of the meetings shall be described here.

## The Agreement’s clause 5.7 Communication in writing

If it has been agreed that notices, claims or other communications related to the Agreement shall be given in other way than in writing to the postal address or electronic address stated in connection with the authorised person or role above, e.g. by using electronic cooperation tools, it must be specified here.

## The Agreement’s clause 5.8 Audit

Detailed routines, procedures and deadlines for auditing, as well as the use of an independent auditor, can be described here.

## The Agreement’s clause 5.9 Wages and working conditions

*[Note: This item should not be deleted without being replaced by another corresponding text.]*

For agreements governed by the Regulations No. 112 of 8 February 2008 relating to Wages and Working Conditions under Government Contracts, the following conditions shall apply:

### General information

In areas covered by regulations on generally applicable collective bargaining agreements, the Supplier shall ensure that its own and any of its subcontractors' personnel who directly contribute to fulfilling of the Supplier's obligations under this Agreement do not have poorer pay and working conditions than what follows from the regulations on generally applicable collective bargaining agreements. In areas that are not covered by the generally applicable collective bargaining agreement, the Supplier shall ensure that the same employees do not have poorer pay and working conditions than those that follow from the current nationwide collective bargaining agreement for the sector in question. This applies to work performed in Norway.

All agreements entered into by the Supplier, and which involve the performance of work that directly contributes to fulfilling of the Supplier's obligations under this Agreement, shall contain corresponding conditions.

### Noncompliance

If the Supplier does not comply with this obligation, the Customer has the right to withhold parts of the fees for the Supplier's Services, corresponding to approximately 2 x (twice) the savings for the Supplier, until it is documented that the situation has been rectified.

The Supplier's compliance with its obligations as mentioned above shall be documented in Appendix 6 by either a self-declaration or a third-party declaration stating that there is a correspondence between the current collective bargaining agreement and actual wage and working conditions for fulfilment of the Supplier's and any subcontractors' obligations.

### Documentation

The Supplier shall, at the Customer’s request, submit documentation on the pay and working conditions that are applied. Both the Customer and the Supplier may separately demand that the information shall be submitted to an independent third party that the Customer has commissioned to inspect whether the requirements of this provision have been complied with. The Supplier may require the third party to sign a declaration that the information will not be used for purposes other than to ensure compliance with the Supplier's obligation under this provision. This documentation obligation shall also apply to subcontractors.

More specific clarifications on the implementation of this provision can be agreed as part of this clause.

## The Agreement’s clause 12.2 Independent expert

The Parties may in connection when entering into the Agreement appoint an independent expert, whose name shall be specified here, and who shall hold the qualifications the Parties believe to be best suited for the Agreement.

This may be a short list of different people, where, for example, both technologists and lawyers may be listed. The expert(s) and their areas of expertise must be listed here.

# Appendix 7: Payment and payment terms

## Overview of fees and pricing models (Agreement clause 6.1)

All fees and the detailed terms governing the fees to be paid by the Customer for the Supplier's Services shall be set out in Appendix 7.

If the Customer has requirements as to which price format (hourly price, unit price, fixed price, target price, etc.) shall apply, or has requirements for tables and templates that the Supplier must fill in, it may be described here.

Provisions on pricing in a currency other than NOK shall be included here.

## The Supplier’s hourly rates

There are several provisions in the Agreement which stipulate that hourly rates shall be used unless otherwise agreed. Therefore, the Parties should always agree on hourly rates regardless of the price model in general.

**The Supplier's prices for Services related to the Establishment**

*[Prices for the Establishment shall be included here. It can be prices for an initial establishment project and price elements to be used for future establishment activities.]*

## The Supplier's prices for Services related to Management

*[Prices for Management shall be included here. This may also include price elements for management services that will come later, e.g. price for monitoring future cloud services.]*

## Disbursements and travel costs, etc.

If disbursements, including travel and subsistence costs, are to be covered, it must be stated here. If the rates will deviate from the Government's current rates, it must be stated here.

If travel time is to be invoiced, it must be stated here. The applicable rates must also be stated.

## The Supplier’s Service Catalogue

The Supplier's Service Catalogue for new standardised services, training etc, can be included here. All items in the Service Catalogue must be priced.

Regarding the relevance of the Service Catalogue, see e.g. the Agreement clauses 1.1.2 (Cloud services), 2.2.8 (Training), 2.2.13 (Simplified procedures), 2.3.3 (Collaboration plan), and clause 3.1 (Changes).

## Special provisions concerning prices:

## The Agreement’s clause 2.2.5 Integrations

If separate prices have been agreed for integrations, it must be described here. If no separate prices have been agreed, then integrations shall be paid based on accrued time in accordance with the agreed hourly rates.

## The Agreement’s clause 2.2.6 Data conversion

If separate prices have been agreed for data conversion, it must be described here. If no separate prices have been agreed, then data conversion shall be paid based on accrued time in accordance with the agreed hourly rates.

## The Agreement’s clause 2.2.7 Specialised Security Solutions

Prices for Specialised Security Solutions must be specified here.

## The Agreement’s clause 2.2.8 Training

Prices for training must be specified here. Prices for standard training must be stated in the Service Catalogue.

## The Agreement’s clause 2.2.9 Development of routines

Prices for assistance with the development of routines in accordance with the Agreement clause 2.2.9 shall be specified here.

## The Agreement’s clause 2.2.10 Organisational development and digital transformation

Prices for assistance in connection with organisational development and digital transformation must be specified here.

## The Agreement’s clause 2.3.5 Monitoring

Prices for monitoring must be specified here.

## The Agreement’s clause 2.3.5.3 Changes in the Cloud Services of relevance for the Supplier's Services

Unless otherwise agreed, changes to be made to the Supplier's Services because of changes in the Cloud Services shall be paid on the basis of accrued time in accordance with agreed hourly rates. Any other prices or pricing mechanisms must be specified here.

## The Agreement’s clause 2.4.6 Payment in connection with Termination of the Agreement

Unless otherwise agreed, the Supplier's work in connection with Termination of the Agreement shall be paid based on accrued time in accordance with the agreed hourly rates. Any other prices or pricing mechanisms must be specified here or in the Termination Plan.

## The Agreement’s clause 4.2.2 Termination for convenience

*[Note: This item should not be deleted without being replaced by another corresponding text.]*

In the event of termination of the Services for convenience, the Customer shall pay:

1. The amount payable to the Supplier for the part of the Services that has already been performed by the time of termination for convenience, and
2. The Supplier's necessary and documented direct costs related to the reassignment of personnel as a result of the termination for convenience, and
3. other documented direct costs that the Supplier incurs as a result of the termination for convenience, including expenses and costs that the Supplier has incurred before the notice of termination for convenience was received, and which the Supplier cannot utilise in other contexts, and either (tick the option to be used)
4. [ ]  A termination fee corresponding to 4 % of the annual agreed or estimated fees for the Services in accordance with Appendix 7, or

[ ]  A termination fee corresponding to 10 % of the fees that the Supplier invoiced for the Services in the last three months prior to the termination for convenience.

In the event of partial termination for convenience, the termination fee shall be calculated on the basis of the terminated part of the Services' share of the fees stated in point d) above.

If the Parties have agreed a different termination fee for the Services than what follows from the model above, it must be stated here:

*[An alternative model can be included here for calculation of termination fees, e.g. a fixed price for termination, if agreed by the Parties.]*

## The Agreement’s clause 5.4.3 The Customer’s use of third parties

Any fees for the Supplier's cooperation with third parties shall be agreed here.

## The Agreement’s clause 6.5.1 Adjustments according to the consumer price index

Any specific provisions on adjustments according to the consumer price index can be included here.

## The Agreement’s clause 6.6 Fees and payment terms for the Cloud Services including other currencies and changes in exchange rate etc.

If the Supplier is a party to the agreement with the Cloud Service Provider, or for other reasons will invoice the Customer for the Cloud Service on behalf of the Cloud Service Provider, all prices and specific conditions for the fees that the Customer shall pay in connection with the Services shall be stated here.

Cloud Services provided on Standard Terms can be priced in NOK, Euro or US Dollars. Other currencies may be agreed here.

If the Supplier wants the Agreement clause 6.6 fourth paragraph ff. on currency adjustment to apply, the Supplier shall here state both the price in Norwegian kroner and the currency against which the exchange rate changes are to be calculated.

If the Parties want to use a different base rate than the one stipulated in the Agreement clause 6.6, it shall be stated here.

## The Agreement’s clause 9.5.3 Liquidated damages

If the Parties have agreed a different term for the liquidated damages than what is stated in the Agreement clause 9.5.3.1, it shall be stated here.

If the Parties have agreed a different liquidated damages rate or other calculation basis for the liquidated damages than what is stated in the Agreement clause 9.5.3.2, it shall be stated here.

## The Agreement’s clause 9.6.2 Limitation of liability

If the Parties have agreed a different amount for the limitation of liability than what is stated in the Agreement clause 9.6.2, it shall be stated here.

## Payment schedule and payment terms (The Agreement’s clause 6.2)

The payment schedule and other payment terms shall be described here.

Any additional terms for the use of Electronic Trading Format (EHF), shall be stated here.

# Appendix 8: Changes to the general contractual wording

Any changes to the general contractual wording must be listed here unless the general contractual wording refers to a different Appendix with respect of such changes.

It is possible to make changes to all clauses in the Agreement, even where it is not clearly stated that changes can be agreed. The changes to the general contractual wording shall be stated here, so that the general contractual wording remains unchanged. It must be clear and unambiguous which provisions in the Agreement have been changed and what is the result of the change.

However, the Supplier should be aware that any deviations, reservations or changes to the Agreement in connection with the submission of an offer may result in the rejection of the offer by the Customer.

|  |  |
| --- | --- |
| **Clause** | **To be replaced by** |
|  |  |
|  |  |
|  |  |

# Appendix 9: Changes to the Agreement it has been entered into

Any changes that the Parties have agreed to after entering into the Agreement shall be stated in Appendix 9.

The Parties choose whether some Appendices to which the changes apply should also be updated with amended texts, or whether Appendix 9 should constitute a complete overview of changes (and not just a register of which changes have been made).

# Appendix 10: Standard Terms for Cloud Services

A copy of or a reference to the Standard Terms for Cloud Services that are relevant to the Supplier's Services shall be included here.

The Cloud Services can be:

* Acquired by the Customer independently of this Agreement. This shall be stated in Appendix 3.
* Recommended or offered by the Supplier. This shall be described in Appendix 2.
* Presented in the Supplier's Service Catalogue in Appendix 7, so that the Customer may purchase access to additional Cloud Services from or via the Supplier during the term of the agreement.

If the Supplier shall Monitor Cloud Services on behalf of the Customer as part of the Services, the Supplier shall ensure that copies of or references to the Standard Terms are always updated.

# Appendix 11: Data processing agreements

## The Agreement’s clause 7.3 Data processing agreements

Copies of Data Processing Agreements that are relevant to the Agreement shall be included here.

## The Agreement’s clause 7.3 Transfer of personal data to third countries

If the Customer has accepted that personal data can be transferred to countries outside the EEA, the Supplier shall document the basis for the transfer here, see the Agreement clause 7.3.3.1.

# Appendix 12: Terms defined in the Agreement

**Note! The explanations of the terms shall not be changed by the Parties.**

The terms are used in the definite and indefinite, singular and/or plural forms in the Agreement.

|  |  |  |
| --- | --- | --- |
| **Term** | **Definition/explanation** | **Reference to the Agreement** |
| The Agreement | The general contractual wording with appendices | 1.1.2 |
| Termination | Measures that apply when a Cloud Service are in the process of being terminated or the Supplier's Services under this Agreement terminates in full or partially in accordance with this Agreement's provisions on notice of termination, termination for convenience or termination for cause. | 2.4.1 |
| Termination plan | Detailed plan for termination of the Agreement | 2.4 |
| DevOps | Composed of development and operations; a flexible system development method characterised by operational expertise being included in the development team. | 2.2.10 |
| Establishment | The Supplier's services related to making the Supplier's Services and one or more Cloud Services ready for use by the Customer. Establishment may include Facilitation, Implementation and Approval test. | 2.1.1 and chapter 2.2 |
| Establishment plan | Detailed plan for all activities included in the Establishment of the Services and one or more Cloud Services. | 2.2.3 |
| Management | The Supplier's Services related to follow-up a service after Establishment. Management can include i.a. Monitoring. | 2.3 |
| The Management phase | The period from Delivery Date for the first Establishment and until the Agreement ends. | 2.3.1 |
| The Management Document | Document containing an overview of all services that are under Management, and an overview of the Supplier's Services related to the services, with links to documentation and other information that the Customer shall have access to in accordance with the Agreement. | 2.3.2 |
| Approval test | The Customer's inspection of whether the Services and one or more Cloud Services, function in accordance with what has been agreed before the Customer starts using them. | 2.2.12 |
| Initial and general plan | Plan that contains activities and correlations between activities at an overall level and that is available at the time of the conclusion of the Agreement. | Appendix 4 |
| Implementation | Activities meant to prepare the Customer for the use of the Cloud Service. Implementation may include training, development of routines, organisational development etc. | 2.2.2 |
| Customer | Party to the Agreement that will receive the Supplier's Services and will use the Cloud Services. | The front page |
| Supplier | Party to the Agreement that will provide Services related to the Establishment and Management of Cloud Services and in some cases also the Cloud Services themselves. | The front page |
| Delivery date | The day a Cloud Service is approved and ready to be used by the Customer. | 2.2.11 |
| Delivery deadline | The agreed time for completion of making the Services ready for the Customer's Approval Test and any other deadlines for delivery of the Services that the Parties have agreed in Appendix 4 or in the Establishment Plan. | 9.5.3.1 |
| General progress plan | General plan where the timing of the activities in the plan have been specified, so that it is possible to control progress based on the plan. | 2.1.4 |
| To Monitor or Monitoring | Service that is a part of Management and means that the Supplier, by using release notes, business plans and other information that it has access to through its contractual relationship with the Cloud Service Provider, stays up to date on the Cloud Service Provider’s plans for changes in functionality, Standard Terms and other matters that may affect the Customer’s use of the Cloud Service, and notifies the Customer of changes that are of importance to the Customer. | 2.3.5 |
| Party | The Supplier or the Customer | The front page |
| Collaboration plan | Procedures as to how the Parties should collaborate during the Agreement period, including procedures for ordering from the Service Catalogue. | 2.3.3 |
| Cloud Service | Software, infrastructure and data resources provided on Standard Terms as a Service delivered online, normally the Internet | 1.1.2 |
| Cloud Service Provider | The entity that delivers the Cloud Services and that has specified the Standard Terms. | 1.1.2 |
| Standard Terms | The terms that a Cloud Service Provider or a provider of standard solutions uses as a basis for the use of their service. The standard terms include all terms related to the Customer's use of the service. The standard terms shall be set out in Appendix 10. | 1.1.2 |
| System Landscape(of the Customer) | Infrastructure and systems which the services shall interact with and be a part of. | 1.1.2 and Appendix 3 |
| Specialised Security Solutions  | Technical solution with a purpose to increase information security, which is physically separate from the Cloud Service and cannot be accessed from it. | 2.2.7 |
| Facilitation | Activity with a purpose to Establish the Cloud Service (prepare it for the use by the Customer). Facilitation can include i.a. customisations and/or integrations, additional functionality and data conversion. | 2.2.1 |
| Service Catalogue | Overview of services that the Customer can order from the Supplier, with prices and any conditions. The Service Catalogue is a part of Appendix 7. | Appendix 7 |
| Service level | Requirements for availability, capacity, etc. that a service must meet. If the requirements are not met, the Customer shall be entitled to compensation. | 2.3.1 and 9.5.4 and Appendix 5 |
| Business days | The days that are not Saturdays, Sundays or public holidays, nor Christmas EVE or New Year's Eve. | Several clauses concerning deadlines |
| Services | The service or services for which the Supplier is responsible and which the Supplier shall deliver in accordance with the Agreement. | 1.1.1 |

# Appendix 13: Other Appendices

Any other appendices may be included here.