Appendix 1 The Customer's description of the Assignment

*The Customer’s requirements for the Assignment must be described here. This will provide the basis for what will ultimately be delivered by the Consultant and is also of importance when it comes to what will regarded as a defect, etc.*

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

*(A description of the Assignment with the Customer’s requirements and needs shall be provided here.)*

Description of the Customer’s needs for Assignment:

Customer’s requirements for the Assignment:

End result/outcome of the Assignment will be:

The Assignment includes the following deliverables:

The following deliverables are *not* included in the Assignment:

**Documentation/results of the Assignment**

The following documentation shall be prepared and submitted to the Customer at the end of the Assignment:

**The Agreement, clause 3.2 Use of standards/methods**

The Consultant shall use the following standards and/or methods for the performance of the Assignment:

Appendix 2 The Consultant's specification of the Assignment

*The Consultant shall specify the implementation of the Assignment as a response to Appendix 1.*

The Consultant's specification of the Assignment:

*(This shall respond to the Customer’s description and requirements pursuant to Appendix 1.)*

**The Agreement, clause 3.5 Free software**

Free software that will be used in connection with the Assignment:

|  |  |
| --- | --- |
| Name of the free software | Free software licence |
|  |  |
|  |  |

Copies of relevant free software licences shall be appended

The Consultant’s account of its assessment of the extent to which the free software may infringe upon third-party rights:

Effect of distribution to others:

*(The Consultant must state if distribution to others means that parts of the deliverables other than those that originally were free software will be governed by the terms of a free software license.)*

Appendix 3 Project and progress plan

*The project and progress plan for the Assignment must be included here. Provisions that refer to deadlines or changes to this Appendix are listed below.*

**Progress for the Assignment:**

*(Must be completed with the relevant deliveries, partial deliveries and activities with the associated schedule, commencement date and delivery date for the deliverables.)*

**The Agreement, clause 8.5.2 Liquidated damages in the case of delay**

Deadlines that trigger liquidated damages in the event of delay:Appendix 4 Administrative provisions

*This Appendix is used to list all of the routines for the contractual relationship and cooperation between the parties.*

**The Agreement, clause 1.5 The representatives of the parties**

The parties' authorised representatives:

For the Customer:

Name

Title

Address

Telephone

Email

For the Consultant:

Name

Title

Address

Telephone

Email

If the authorised representative of a party is replaced, the other party shall be notified of this by no later than \_\_\_\_\_\_\_ working days/weeks in advance.

Otherwise the following procedures apply for the replacement of authorised representatives:

**The Agreement, clause 1.6 Key personnel**

The Consultant's key personnel:

|  |  |  |
| --- | --- | --- |
| Name | Position | Area of expertise |
|  |  |  |
|  |  |  |

**The Agreement, clause 3.3 Use of subcontractors**

Consultant’s approved subcontractors:

|  |  |  |
| --- | --- | --- |
| Name | Reg. org. no. | Delivery area |
|  |  |  |
|  |  |  |

**The Agreement, clause 3.4 Wages and working conditions**

**Relevant collective wage agreement(s) and declaration of conformity:**

***(Identify applicable generalised collective wage agreement or relevant nationwide collective wage agreement, plus Contractor's own declaration/a third party declaration showing conformity between relevant collective wage agreement and actual wages and working conditions.)***

**The Agreement, clause 4.2 Use of a third party**

The Customer's chosen third parties:

|  |  |  |
| --- | --- | --- |
| Name | Reg. org. no. | Field |
|  |  |  |
|  |  |  |

**The Agreement, clause 5.1 Meetings**

Notice required for convening meetings:

*(Must be completed if the parties agree on a notice period other than that stipulated in the Agreement.)*

Routines for holding meetings:

*(These routines can, for example, specify who shall attend meetings, where the meetings are to be held, requirements concerning the minutes, frequency, etc.)*

Appendix 5 Total price and pricing provisions

*All prices and the detailed terms governing the consideration to be paid by the Customer for the deliverables provided by the Consultant shall be set out in Appendix 5. All of the prices and the combined final consideration shall be stated here. Any special payment schemes, discounts, advances, payments on account, or deviant payment dates shall also be stated as part of the basis for the total price.*

*If the parties agree on anything that is not stipulated in the Agreement concerning consideration, then this shall be specified in this Appendix.*

The Agreement, clause 6.1 Consideration

*Choose the relevant alternative below or set up a separate table. Strike out the alternatives that shall not be used.*

*If the principle that the amounts are to be listed in Norwegian krone (NOK) and the prices are to be listed exclusive of Value Added Tax is departed from, then this shall be specified here.*

The consideration for the Assignment is agreed as follows:

Alt. 1) Fixed price

|  |  |  |  |
| --- | --- | --- | --- |
|  | Currency | Amount |  |
| Price for the Assistance |  |  | excl. VAT |
| VAT ……% |  |  |  |
| Contract price |  |  | incl. VAT |

Alt. 2) Hourly rate

|  |  |  |  |
| --- | --- | --- | --- |
|  | Currency | Amount |  |
| Price per hour |  |  | excl. VAT |
| VAT ……% |  |  |  |
| Price per hour |  |  | incl. VAT |

Alt. 2.1) Total limit for the Assignment

*(Select the relevant alternative)*

The following maximum budget has been agreed for the Assignment:

Alt. 2.11) Total price

|  |  |  |  |
| --- | --- | --- | --- |
|  | Currency | Amount |  |
| Total price |  |  | excl. VAT |
| Total price |  |  | incl. VAT |
|  |  |  |  |

*or*

Alt. 2.12) Estimated number of hours total \_\_\_\_\_\_\_\_\_\_\_ hours

Price reduction in the event of the estimate being exceeded by more than 10%:

Disbursements

In addition to the agreed consideration, the Customer shall refund the Consultant’s documented disbursements for:

*(Must be completed if the parties agree that disbursements shall be covered. What disbursements are covered shall be specified here.)*

Rates for travel and subsistence costs

Travel and subsistence costs shall be paid in accordance with the following rates:

*(Must be completed if the parties agree that the Government Travel Allowance Scale shall not be used.)*

Travel time

In addition to the agreed consideration, the Consultant may invoice for elapsed travel time:

*(The basic rule is that travel time is not to be invoiced. Travel time may therefore only be invoiced if this is agreed. (Must be completed if travel time will be paid for.)*

\_\_\_ For travel to and from the Consultant’s offices to the Customer in connection with the Assistance

\_\_\_ For travel to and from meetings on behalf of the Customer

\_\_\_ Other (shall be specified)

*(Minimum and maximum travel time may also be specified.)*

**The Agreement, clause 6.2 Invoicing**

*(Must be completed if the parties have agreed on invoicing other than monthly in arrears.)*

Payment based on time spent:

*(Must be completed if payment for cost-plus work shall not be made on an ongoing basis for work performed during one calendar month).*

Invoice date *(date)*

Invoice date *(date)*

Fixed price:

*(Must be completed if the fees will be paid in instalments. Select the relevant alternative).*

Alt. 1) Fees will be paid according to the following payment plan based on the work performed during one calendar month:

Invoice date \_\_\_\_\_\_\_\_\_\_ every month

Alt. 2) Fees will be paid in instalments according to the following payment plan

based on the work performed in the course of \_\_\_\_\_\_\_\_\_\_\_\_\_ (*period*)

Invoice date *(date)*

Invoice address:

Invoices shall be marked:

Reference number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other payment terms:

Terms for implementation of Electronic Trading Format (EHF):

Electronic invoices must be submitted using the communication method stipulated by the Norwegian Government Agency for Financial Management (DFØ) at the time. The Contractor shall be notified six (6) months prior to any necessary change in the method of communication.

**The Agreement, clause 6.5 Price adjustments**

Agreed price adjustment:

The hourly rate can be adjusted in accordance with the following index:

*(Must be completed if the parties agree adjustment based on an index other than Statistics Norway’s main index, for example, an industry wage index.)*

**The Agreement, clause 8.5.2 Liquidated damages in the case of delay**

*(Must be completed if the parties agree on other rates and/or periods for liquidated damages than what is stipulated in the Agreement.)*

The agreed rate for liquidated damages is \_\_\_\_\_\_\_ % of the overall consideration for the delivery or the estimated total fee, exclusive of Value Added Tax.

The liquidated damages remain in effect for \_\_\_\_\_\_\_\_\_ calendar days.

The maximum liquidated damages are limited to \_\_\_\_\_\_\_\_\_ calendar days or \_\_\_\_\_\_\_\_ % of the total consideration, excluding Value Added Tax Act, or estimated total feesAppendix 6 Changes to the general contractual wording

*Changes to the general contractual wording shall be set out in Appendix 6, unless the general contractual wording refers such changes to a different Appendix.*

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

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

|  |  |
| --- | --- |
| Clause | Shall be replaced by |
|  |  |
|  |  |

Appendix 7 Changes subsequent to the conclusion of the Agreement

*Changes to the deliverables subsequent to the conclusion of the Agreement shall be made in accordance with the procedures in clause 2.1 and in writing. The Consultant shall maintain a continuously updated directory of the changes that make up this Appendix.*

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Date | The change concerns |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |