# Collaboration Agreement and the cooperating parties

This agreement on electronic collaboration (Collaboration Agreement) has been entered into by the following parties:

|  |  |  |
| --- | --- | --- |
|  | Name of company | Organisation number (listed in ELMA=SMP) |
| Buyer (responsible of agreement) |  |  |
| Associated enterprise(s) |  |  |
| Supplier (responsible of agreement) |  |  |
| Associated subcontractor(s) |  |  |

This Collaboration Agreement applies to the conduct of electronic interaction and intends to harmonize their mutual expectations and ensure satisfactory progress on implementation of the e-commerce solution.

This document covers the following phases of the procurement process.

|  |  |  |
| --- | --- | --- |
|  | Yes/No | **Comments** |
| Product catalogues (buyer) |  |  |
| Order (supplier) |  |  |
| Order receipt (buyer) |  |  |
| Despatch advice (buyer) |  |  |
| Billing (buyer) | Yes | Required by law |

The parties acknowledge that the technical solutions and services contracted with a third party shall comply with the requirements of this agreement.

If the parties have entered into a business agreement or purchase agreement, this Collaboration Agreement will constitute an annex to that agreement, and describes the terms and conditions applicable to the electronic interaction between the parties. If a business or purchase agreement does not exist between the parties, this Collaboration Agreement will constitute a separate and independent contract. A Collaboration Agreement signed by a supplier may also apply to any new business or purchase agreement with the same supplier. A Collaboration Agreement may therefore apply to two or more separate business or purchase agreements with the same supplier.

|  |  |
| --- | --- |
| Reference to the Business Agreement(s) to which the Collaboration Agreement applies |  |

If there is no business agreement between the parties, the mutual termination of this Collaboration Agreement is set to \_\_\_\_\_\_ days.

Changes to the Collaboration Agreement shall be mutually agreed and documented in a revised version of the agreement. Proposed amendments and/or changes shall be notified to the other Party in writing of \_\_\_\_\_\_ days’ notice. Response shall be provided within 10 working days.

If there is a conflict between this Collaboration Agreement and the referenced business agreement(s) / purchase agreement(s), the following principle of interpretation applies:

* The Collaboration Agreement shall take precedence over general business conditions in the purchase agreement (s) / Business Agreement (s)

In the event of lack of follow-up or breach of the Collaboration Agreement, sanctions may be appropriate where required by the Business Agreement/Purchase Agreement or by the general principles of contractual law.

The Parties shall ensure that their solutions are ready for electronic collaboration. The commencement date for electronic Collaboration according to this Agreement is  **dd.mm. yyyy**

All previous Collaboration Agreements expires on the same date.

The Parties have an active duty to provide information on matters affecting the availability of the services and technical solutions that the parties have established by this Agreement and which affect the parties' ability to conduct electronic collaboration.

If one of the parties causes the electronic collaboration to no longer be feasible for a period of **XX** and this is not agreed in advance, this Agreement shall be deemed breached.

Enquiries regarding this Collaboration Agreement shall be addressed in writing to:

|  |  |  |
| --- | --- | --- |
|  | **Buyer** | **Supplier** |
| Name of companyAdress |  |  |
| Primary contactTitle |  |  |
| E-mail address |  |  |

In all other respects, please refer to the contact persons listed in the Business Agreement between the parties.

|  |  |  |
| --- | --- | --- |
|  | **Buyer** | **Supplier** |
| Binding signature |  |  |
| Date of signature |  |  |
| Title |  |  |
| Name |  |  |

# Message exchange

Unless otherwise is expressly agreed in clause 2.1 and 2.2, exchange of electronic messages shall be made in accordance with applicable EHF formats and shall be transmitted to the receiver over the PEPPOL transport infrastructure.

Use of PEPPOL transport infrastructure (EHF) requires that the receiver is registered in ELMA or another PEPPOL SMP, and that electronic messages are delivered to the address stated in PEPPOL SML.

## Alternative transport infrastructure or data format

## The following optional process(es) or data formats are agreed for the exchange of electronic messages instead of,or in addition to, EHF transport infrastructure or the EHF data format.

|  |  |  |
| --- | --- | --- |
| **Alternative transport infrastructure/format** | **Yes/No** | **Comments** |
|  |  |  |
|  |  |  |
|  |  |  |

## Information values in electronic messages

The Parties agree that the following values are used in the electronic messages exchanged:

|  |  |
| --- | --- |
| **Specification** | **Comment / Reference / Example** |
| Identification of customer | Organization number |
| Identification of customer address  | Machine-readable value / GLN |
| Identification of goods and services . |  |
| Order reference |  |
| Framework Agreement  |  |
| Format of Attachment  |  |

# Electronic product catalogue

Message exchange and information content of individual messages shall be in accordance with the current EHF specifications ([URL](https://www.anskaffelser.no/public-procurement/e-procurement/e-procurement-process/purchasing/catalogue) tool EHF Catalogue Implementation Guide) and the parties´ registration in ELMA (PEPPOL SMP/SML) unless otherwise agreed to in paragraph 2.

The product catalogue will be updated upon agreement and/or at least \_\_\_\_\_\_ times per year.

##### Approval of EHF Catalogue

It is important that the buyer and supplier are unified regarding the time the prices must be available for ordering ((fixed date or processing time). This order, item and price from the catalog are the same as the supplier has in their own system so the invoice can be compared to the order of the principal

|  |  |  |
| --- | --- | --- |
| **Process** | **Received by agreement owner** | **Availiable for buyer** |
| New catalogue |  |  |
| Catalogue update |  |  |

## Quality requirements, selected catalogue fields

The following requirements apply to the quality of the product catalogue that the supplier makes available to the buyer. If a field in the matrix is filled out, it is implicit that the same field is filled in in the catalog.

|  |  |
| --- | --- |
| **Quality parameter / Attribute** | **Required Scorecard rating (0-5) 1** |
| A | Product Name |  |
| B | Product Description |  |
| C | Photos |  |
| D | Classification (UNSPSC) 2 |  |
| E | Synonyms / keywords |  |
| F | Product identity 3  |  |
| G | Attachments |  |

1 For quality parameters for the catalogue see requirements matrix section 7.

2 Classification of goods and services according to UNSPSC is recommended in product catalogues. It is important that it be reconciled between buyer and supplier which version to use.
See <https://www.gs1.no/support/standardbibliotek/dele/unspsc> .

3 Product identity means the manufacturer's name and item number, in addition to the Supplier's item number.

## Catalogue content

## Field names reflects the [EHF Catalog](https://anskaffelser.dev/postaward/g3/spec/)ue. The current Catalogue Implementation guide is the main source of accurate information. The purpose of this collaboration agreement is to assist the parties in reaching a common understanding of which fields to be used in catalogues. Therefore, this table must not be regarded as exhaustive.

## The client can remove lines in the table or add a new line and use the comment field to provide a detailed information. By using EHF specification, you can see if the field / information is mandatory ("Syntax" - 1..1) or optional ("Syntax" - 0..1). If the field is mandatory, the sender must include it. The recipient can specify requirements for the content field in the comments field. If the field is optional, and the receiver wants to use it, you can include it in the table.

|  |  |  |
| --- | --- | --- |
| **Catalogue field** | **Used (yes/no)** | **Comment** |
| Contract number | Yes | Contract number must be filled in |
| Classification of products | Yes | . UNSPSC version 18 |
| Hazardous Items | Yes | Must be marked if the item is classified as dangerous goods and have safety sheet for documentation |
| Corporate environmental and social responsibility label | Yes | Shall be attached to where the item has such a mark  |
| Best before date | Yes | . Foods |
| Image reference | Yes | There must be a link to an image for goods and services |
| *If other optional fields* |  |  |
|  |  |  |
|  |  | . |

# Punch Out

Message exchange and information content in the individual messages shall be in accordance with the current EHF specification ([Link to EHF Punch Out guide](https://anskaffelser.dev/postaward/g3/spec/)) and the party’s registration in ELMA (PEPPOL SMP / SML) unless otherwise agreed in point 2

## Requirements for quality in punch out solution

The following requirements are set for quality in the supplier's solution and in the message sent to the buyer. By filling in the fields in the matrix, it is implicit that these quality requirements are found in the supplier's punch out solution and in the xml file that is sent to the customer. Both the supplier and the buyer are required to ensure that the goods and services shown in the supplier's solution are in accordance with the agreement.

|  |  |
| --- | --- |
| **Quality parameters** | **Score requirements (0-5)1** |
| A | Product name |  |
| B | Product description |  |
| C | Pictures |  |
| D | Categorization (UNSPSC) 2 |  |
| E | Synonyms / keywords |  |
| F | Product identity 3  |  |
| G | Attachments |  |

1 Requirement matrix see chapter 8.

2 Categorization of goods and services according to the current UNSPSC version. It is important that the supplier links its goods and services to the correct code at the lowest level if possible (level 4). For more information: <http://www.gs1.no/unspsc>

3 Product identity means the manufacturer's name and article number, in addition to the supplier's article number.

# Order

Message exchange and information content of individual messages shall be in accordance with the EHF specification and the parties' registration in ELMA (PEPPOL SMP/SML) unless otherwise agreed to in paragraph 2.

Order confirmation must be sent by the supplier within \_\_\_\_ hours after the order is received. When using a format or transport infrastructure other than EHF and EHF infrastructure, the order confirmation will be notified as follows: \_\_\_\_\_\_\_\_\_

## Use of “Accepted with change”

The parties agree that the Supplier may use confirmations with status "Accepted with modification" in the following situations:

|  |  |  |
| --- | --- | --- |
| **Type of change** | **Yes** | **No** |
| Changed delivery date applicable to the whole order |  |  |
| Changed delivery date applicable to a single order line |  |  |
| Reduction in quantity to be delivered |  |  |
| Replacement product |  |  |
| Changed price (in cases of variable contractual price or when the price is lower than the contractual price) |  |  |
| Split delivery for one or more order lines over two or more delivery dates (backorder) |  |  |
| Other changes (to be specified): |  |  |

## Specification of information content when ordering

## In cases where the parties have specific demands, the parties will arrange their solutions so that the following functionality is available when ordering:

|  |  |
| --- | --- |
| **Functionality in order** | **Additional information** |
|  |  |

## Buyer’s reaction to “Accepted with change”

One of these principles is agreed the buyer's treatment of confirmation with status "Accepted with amendment":

|  |  |  |
| --- | --- | --- |
| **Principle** | **Yes** | **No** |
| Tacit acceptance If the Supplier confirms with the status "Accepted with change" the Supplier's changes are considered accepted by the Buyer unless the Buyer posts a response to the Supplier within **XX** days after receiving the order confirmation. |  |  |
| Cancellation and new orderIf the Supplier confirms with the status “Accepted with change” the Buyer should always cancel the order and initiate a new ordering process if applicable. |  |  |
| Change orderIf the Supplier confirms with the status “Accepted with change” the Buyer shall always confirm or reject the change within **XX** days after receiving the order confirmation. |  |  |

# Shipping and Goods Receipt

Message exchange and information content of individual messages shall be in accordance with the EHF specification for EHF despatch advice ([URL to EHF despatch advice implementation guide](https://vefa.difi.no/ehf/standard/ehf-despatch-advice-1.0.7/)) and the parties' registration in ELMA (PEPPOL SMP/SML) unless otherwise agreed to in paragraph 2.

# Billing

Message exchange and information content of individual messages shall be in accordance with the EHF Invoice specification ([URL to EHF Invoice implementation guide](https://vefa.difi.no/ehf/standard/ehf-invoice-and-creditnote-2.0.11/)) and the parties' registration in ELMA (PEPPOL SMP/SML) unless otherwise agreed to in paragraph 2.

|  |  |  |
| --- | --- | --- |
| **Specification of invoice information**  | **Use****(Yes/No)** | **Comments** |
| Order reference / order number | Yes |  |
| Buyers reference |  | When missing order reference / order number |
| All invoice information must be included in EHF invoice XML | Yes | For data analysis, it is important that attachments are not the main carrier of information |

# Quality parameters for the electronic product catalogue

The following quality parameters are meant to help the Buyer make requirements of the Supplier with respect to the desired quality of the electronic catalogue. To enhance the purchasing experience and searchability for the end-user, thereby increasing contract loyalty, the highest possible points score is recommended. Numeric value required in section for catalogue.

|  |  |  |
| --- | --- | --- |
| **Attribute** | **Value** | **Criteria** |
| **A-Product name** | 0 | Item number, type or similar term to be used as item name. No information about product type. |
| 1 | Key terminology is abbreviated, Important product information is missing (flex. manufacturer/make). Item name is not unique |
| 2 | See value 1. Item names are unique. |
| 3 | Item name is unique and descriptive, but not rationalised. (See value 4). No abbreviated key terms. |
| 4 | Rationalised item names according to advised syntax (Type of product – make/model – key attribute). Unique names. No abbreviated key terms. |
| 5 | See value 4. Conventional names and terms are used (user friendly, easy to understand for all end users) |
| **B - Product description** | 0 | Product descriptions are shorter and less informative than item name. Product descriptions are missing. |
| 1 | Product description = Item name |
| 2 | Important information is missing (e.g. PC memory) |
| 3 | The products’ objectives and characteristics are described. Key terms are abbreviated. |
| 4 | Detailed descriptions with all vital product information. No abbreviated key terms. |
| 5 | Unbiased information describing the products’ objectives and characteristics. No unnecessary advertisements or irrelevant information. (all products have a product description) |
| **C -Photos** | 0 | Less than 15% of all items have links to pictures |
| 1 | At least 15% of all items have links to pictures |
| 2 | 25% of all items have links to pictures |
| 3 | 50% of all items have links to pictures |
| 4 | Correctly formatted (size and weight) and relevant pictures are linked to 80% of all items |
| 5 | Correctly formatted (size and weight) and relevant pictures are linked to 99% of all items |
| **D -Classifi-cation (UNSPSC)** | 0 | Less than 80% of all items are classified in correct segment (level 2) |
| 1 | At least 80% of all items are classified in correct segment (level 2) |
| 2 | 99% of all items are classified in correct segment (level 2) |
| 3 | 99% of all items are classified in correct family (level 3) |
| 4 | 90% of all items are classified in correct class (level 4). The remaining 10% must be classified in correct family (level 3). |
| 5 | 99% of all items are classified in correct product group (level 4). The remaining 1% must be classified in correct family (level 3). |
| **E -Synonyms** | 0 | No synonyms |
| 1 | Synonyms / key words identify the selection / supplier rather than the individual products, e.g. stationery, furniture, cleaning equipment etc., and might lead to irrelevant hits. |
| 2 | Synonyms / key words identify 25% of all items |
| 3 | Synonyms / key words identify 50% of all items. They have to be as accurate as possible to give good search precision. Too general synonyms give irrelevant hits. |
| 4 | Synonyms / key words identify 75% of all items. They have to be as accurate as possible to give good search precision. Too general synonyms give irrelevant hits. |
| 5 | Synonyms / key words identify 95% of all items. They have to be as accurate as possible to give good search precision. Too general synonyms give irrelevant hits. |
| **F -Product identity** | 0 | The Supplier’s item number has a bad format giving low hit rate (e.g. starts with ’0000' or contains spaces). |
| 1 | The Supplier’s item number has the same format/syntax in the e-catalogue as in the web-shop/printed catalogue |
| 2 | The Supplier’s item number has the same format/syntax in the e-catalogue as in the web-shop/printed catalogue The name of the manufacturer and the manufacturer’s item number are missing in the catalogue |
| 3 | 25% of all items contain the manufacturer’s name and the manufacturer’s item number. (exception: services and suppliers of logistics). The Supplier’s item number has the same format/syntax in the e-catalogue as in the web-shop/printed catalogue |
| 4 | 50% of all items contain the manufacturer’s name and the manufacturer’s item number. (exception: services and suppliers of logistics). The Supplier’s item number has the same format/syntax in the e-catalogue as in the web-shop/printed catalogue |
| 5 | 99% of all items contain the manufacturer’s name and the manufacturer’s item number. services and suppliers of logistics). The Supplier’s item number has the same format/syntax in the e-catalogue as in the web-shop/printed catalogue |
| **G -Attachments** | 0 | No attachments |
| 1 | Link to the Supplier’s home page. No product-specific links, technical specifications or data sheets. |
| 2 | 25% of all items have product-specific links. (NB! No picture links), technical specifications or data sheets. |
| 3 | 50% of all items have product-specific links. (NB! No picture links), technical specifications or data sheets. |
| 4 | 75% of all items have product-specific links. (NB! No picture links), technical specifications or data sheets. |
| 5 | 99% of all items have product-specific links. (NB! No picture links), technical specifications or data sheets. |

# References

|  |  |
| --- | --- |
| **Format** | **Link (in Norwegian)** |
| EHF process overview | <https://anskaffelser.no/verktoy/veiledere/ehf-prosessoversikt>  |
| EHF Process definitions | <https://anskaffelser.no/verktoy/veiledere/elektronisk-handelsformat-ehf-veileder-systemleverandorer> |
| EHF questions and answers | <https://anskaffelser.no/ofte-stilte-sporsmal-om-anskaffelser/elektronisk-handelsformat-ehf>  |
| EHF infrastructurePeppol | <https://anskaffelser.no/verktoy/veiledere/aksesspunkt> <http://www.peppol.eu/peppol_elements/-transport-infrastructure>  |
| EHF technical specifications | <https://anskaffelser.dev/> <https://anskaffelser.dev/postaward/g3/spec/> |
| Peppol BIS formats | <https://peppol.org/documentation/technical-documentation/post-award-documentation/> |
| ValidatorEHF formats | <https://anskaffelser.dev/service/validator/>  |
| Who can receive the EHF formats | <https://www.anskaffelser.no/verktoy/veiledere/mottakere-i-elma#argument=undefined&query=&page=1><https://hotell.difi.no/?dataset=difi/elma/participants>  |
| Systems | <https://anskaffelser.no/verktoy/veiledere/systemleverandorer-erp> |