

SSA-D Appendices 2024

Appendices to SSA-D

Appendices to the Operational Service Agreement

The Norwegian Government’s Standard Agreement for operational services for IT solutions

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**Comments for those who will be using the template appendices to this document**

The template appendices are not intended to be exhaustive. They primarily provide an overview of the sections in the general agreement text that require or allow for further regulation through appendices. The appendices must always be adapted for the procurement and application in question.

For guidance in selecting agreements, completing appendices, etc., please refer to anskaffalser.no

Any reports of errors or ambiguities or other input concerning the guidance should be directed to: ssa-post@dfo.no with “SSA-D” at the start of the subject field.

# Appendix 1: The Customer’s Specification of Requirements

*This appendix must be completed by the Customer.*

## Section 1.1 Scope of the Agreement

The Customer’s specification of needs and specification of requirements must be included here.

## Section 2.4.7 Emergency preparedness and disaster plans and drills

Alternative procedures relating to emergency preparedness and disaster drills can be specified here. In the event that the Supplier will not be contributing to the implementation of the Customer’s emergency preparedness and disaster drills once per year, this must be specified here.

## Section 2.4.9 New software versions

In the event that a different path will be followed in connection with upgrades to new software versions than the Supplier’s regular upgrade path, this must be specified here.

## Section 2.4.10 Life cycle management – up-to-dateness

If the Supplier will not have sole responsibility for the life cycle management of equipment, software and other services necessary to maintain the agreed service level, this must be specified here.

## Section 2.5.1 General information about the termination of the Agreement

The minimum information the Supplier will be required to deliver in connection with the preparations to enter into a new operational service agreement must be specified here.

## Section 5.1.1 The Supplier’s responsibility for the delivery – general

In the event that the Customer requires the Supplier to comply with given standards or quality systems, this must be specified here.

The Supplier’s responsibility for the coordination of the work between different stakeholders/suppliers of significance to the operational service must be specified here.

## Section 7.1 External legal requirements and initiatives – general

Here, the Customer shall identify any legal or party-specific requirements that are of relevance to the conclusion and execution of this agreement. The Customer shall be responsible for specifying relevant functional, safety and security requirements applicable to the delivery.

## Section 7.2.1 General information about information security

If the Customer has further requirements for information security management on the part of the Supplier, this shall be specified here.

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

If the Customer wishes to impose further requirements relating to how the Supplier must comply with the requirement relating to data separation, this must be specified here.

# Appendix 2: The Supplier’s solution specification

*This appendix must be completed by the Supplier.*

## Section 1.1 Scope of the Agreement

The Supplier’s solution specification must be included here.

## Section 2.3.2.6 The Supplier’s takeover of the Customer’s infrastructure – verification, etc.

The Supplier must specify the assumptions that form the basis for the Supplier’s solution specification here.

## Section 2.4.9 New software versions

The Supplier’s recommended update rate can be specified here.

## Section 2.4.10 Life cycle management – up-to-dateness

If the Supplier will not have sole responsibility for the life cycle management of equipment, software and other services necessary to maintain the agreed service level, this must be specified here, cf. Appendix 1.

## Section 5.1.1 The Supplier’s responsibility for the delivery – general (standard terms and conditions)

Any standard software included in the delivery that must be supplied under standard license terms must be specified here. The license terms must be enclosed in Appendix 10.

## Section 5.1.2 The Customer’s responsibilities and contributions

Further requirements relating to the Customer’s contributions can be included here.

## Section 5.2.4 The Customer’s responsibility for its own resources

Any special expertise requirements for the Customer’s resources must be specified here.

## Section 7.1 External legal requirements and initiatives – general

The Supplier must describe how any legal or party-specific requirements of significance to the conclusion and execution of this agreement (and as described in Appendix 1) will be managed using their solution here.

# Appendix 3: Description of the services that will be managed

*To be completed by the Customer.*

## Section 1.1 Scope of the Agreement

The Customer must describe the software included in the operational service under the Agreement here. The overall architecture and system environment in which the operational service will be included and will interface with can also be described here.

# Appendix 4: Project and progress schedule for the establishment phase

*To be completed by the Supplier based on the overall instructions set down by the Customer.*

The overall progress schedule for the establishment of the operational services must be specified here.

## Section 2.3.1.2 Partial deliveries

In the event that partial deliveries will be used, this must be described in further detail here.

In the event that an overall test will not be carried out before the commissioning date and any approval period for partial deliveries that will be adopted collectively, this must be specified here.

In the event that a different approval period is agreed for partial deliveries than what is set out in Section 2.3.1.2 of the Agreement, this must be specified here.

If one or more partial deliveries will be exempt from the overall testing, this must be specified here.

## Section 2.3.2.3 Test schedules

The deadlines for drawing up test schedules for the testing of the operational service before the commissioning date must be specified here.

If the Customer wishes to specify any requirements for the acceptance criteria and other test schedule frameworks, including the Customer wishing to participate in the work on the test schedule, this must be specified here.

If the Supplier’s proposed test schedule will not be presented to the Customer for approval or if a different deadline will be agreed for the Customer’s approval than what has been set out in Section 2.3.2.3 of the Agreement, this must be specified here.

## Section 2.3.2.6 The Supplier’s takeover of the Customer’s infrastructure – verification

If the Supplier will take over all or parts of the Customer’s existing equipment, software and infrastructure (assets), the content, scope and time of the Supplier’s assessment must be specified here.

## Section 2.3.6.1 The duration of the approval period

In the event that a different duration has been agreed for the approval period than what follows from Section 2.3.6.1, this must be specified here.

## Section 2.3.6.4 Error management

If the deadline for the rectification of errors will be different to the expiration date of the approval period, this must be specified here.

## Section 4.1 Term of the Agreement

If the term of the agreement will be longer than what follows from Section 4.1, this must be specified here.

## Section 9.5.3.1 Basis for daily penalties

Any other deadlines than the commencement or delivery date to which which daily penalties will be linked must be specified here. Durations for daily penalties other than what follows from Section 9.5.3.1 may be agreed here.

## Section 9.5.3.2 Calculation of daily penalties

Other daily penalty rates, other calculation data and other adjustments to the maximum daily penalty amount may be agreed here.

# Appendix 5: Service level and standardised compensation

*To be completed by the Customer. Alternatively, the Customer may ask the Supplier to complete parts of the appendix.*

## Section 2.3.2.4 Coordination plan and operations specification

The Customer’s coordination requirements must be specified here. The level of detail required for the operations specification may be specified here.

## Section 2.4.1 Service level requirements

The Customer’s service level requirements must be specified here.

## Section 2.4.2 Adverse Events

Deadlines and procedures relating to the management of adverse events must be specified here. Classification of adverse events other than what follows from Section 2.4.2 may also be specified here.

## Section 2.4.5 Reporting

Reporting procedures may be specified here. Requirements relating to the monitoring of service levels must be specified here.

## Section 9.5.4 Financial compensation for breaches of the agreed service levels

Standardised rates for financial compensation arising due to breaches of the agreed service levels must be specified here.

# Appendix 6: Administrative provisions

*Administrative provisions and other information of relevance to the Parties’ relationship. To be completed by the Supplier based on the overall instructions set down by the Customer in the appendix.*

## Section 2.1 The Parties’ representatives

The authorised representatives of the Parties, as well as the procedures and notification deadlines for any replacement of such representatives, must be specified here.

On behalf of the Customer: *[Please enter the name/role and contact details of the authorised representative]*

On behalf of the Supplier: *[Please enter the name/role and contact details of the authorised representative]*

## Section 2.3.3.2 The Customer’s facilitation

Further requirements relating to the Customer’s contributions, including necessary information from third parties, may be specified here.

## Section 2.4.3 Changes to the operating environment initiated by the Supplier

Further rules relating to the changes that must be communicated and the associated notification procedures may be agreed here.

## Section 2.4.6 Documentation

Any documentation that the Supplier is required to make available to the Customer must be specified here.

## Section 2.4.8 Audits

Deadlines, notifications and other procedures relating to audits may be specified here.

Any agreements with third parties entered into by the Supplier that may be of significance to the delivery of the operations service must be specified here.

## Section 2.4.9 New software versions

Procedures for testing and commissioning of new versions must be specified here.

## Section 3.2 Change management

### A. Customer change requests

If the Customer wishes to change the delivery, the Customer must draw up a written change request. The change request must describe the Customer’s need for change.

If a template change request will be used, this must be specified here.

*[To be completed by the Customer]*

### B. Supplier management of change requests

The Supplier must describe its procedures for the management of change requests, including the Supplier’s tools for the registration and follow-up of change requests.

*[To be completed by the Supplier]*

Unless otherwise agreed in each case, the Supplier shall assess any risks and other impact of the change and submit a price estimate to the Customer within 10 working days of receiving the change request.

The assessment shall, as a minimum, cover the following:

* 1. Description of the change
	2. Description of the work that must be undertaken in order to deliver the change
	3. Impact on the delivery
	4. Impact on schedules
	5. Impact on remuneration (to implement the change and any impact on management costs)
	6. Implementation schedule for the change
	7. Any impact on the division of responsibilities between the Customer and Supplier or in respect of the Supplier and other service providers (third parties)
	8. Testing and any approval of the change

### C. The Customer’s acceptance of the Supplier’s assessment

If the Customer accepts the Supplier’s description of the change, price and other impact specified in the assessment report, the Customer shall give the Supplier written notice that the Customer wishes for the change to be implemented.

The Supplier shall implement the change in accordance with the deadlines set out in the change agreement and shall inform the Customer when the change has been implemented. The change request shall be included in Appendix 9.

### D. Dispute resolution

[Here, the parties may describe in further detail how any disagreements relating to the impact of a change will be managed, see Section 3.4 and 3.5 of the Agreement, e.g. on the use of independent experts or mediation.]

## Section 5.2.2 Key personnel

The Supplier’s key personnel must be specified here.

## Section 5.3.1 The Supplier’s use of subcontractors

The Supplier’s approved subcontractors must be specified here. In order for the Supplier to have the opportunity to replace subcontractors without the Customer’s prior written consent, this must be specified here.

## Section 5.3.2 The Customer’s use of third parties

If the Customer will be assisted by third parties in connection with its duties under the Agreement, the Customer must specify such third parties here.

## Section 5.6 Meetings

Other deadlines and procedures relating to meetings may be specified here.

## Section 5.7 Pay and working conditions

If the Customer has requested documentation relating to pay and working conditions, such documentation must be included here.

If a higher daily penalty has been agreed for breaches of the documentation duty than what follows from Section 5.7.2 of the Agreement, this must be specified here.

## Section 5.8 Duty of confidentiality

If the duty of confidentiality will be subject to a different duration than what follows from Section 5.8 of the Agreement, this must be specified here.

## Section 5.9 Written form requirements

If it has been agreed that notifications, claims or other messages associated with this Agreement must be issued in ways other than in writing to the postal or electronic address specified for the authorised person or role above, e.g. using electronic interaction tools, this must be specified here.

## Section 12.2 Independent experts

If the Parties agree to appoint an independent expert in connection with the conclusion of the Agreement, the independent expert must be specified here.

# Appendix 7: Total price and price provisions

*All prices and further terms and conditions for the payment due from the Customer to the Supplier for its services must be specified here in Appendix 7. The Customer must consider the pricing format (hourly rate, unit price, fixed price, target price, etc.) Supplier must base its tender on and create templates in Appendix 7. Any special payment schemes such as discounts, advances. instalments and deviating payment dates must also be specified.*

## Section 6.1 Payment

All prices and further terms and conditions for the payment due from the Customer to the Supplier for its services must be specified here.

If prices are to be stated as hourly rates and, if applicable, differentiated for different categories of expertise, the Customer must specify this here.

If parts of the delivery should be priced together, this must be specified here.

If expenses, including travel and per diem, will be covered, this must be specified here. If the rates will deviate from the Norwegian Government’s current rates, this must also be specified here.

If prices are not to be stated exclusive of value-added tax, but including duties and any other fees, the Customer must specify the alternative pricing scheme here.

## Section 6.2 Invoicing

The Customer’s requirements relating to the payment schedule and other terms and conditions of payment must be specified here.

## Section 6.5.1 Index adjustments

The Customer must specify any provisions relating to price changes other than what follows from

Section 6.5.1 of the Agreement here.

## Section 2.4.4 Ordering additional services (service directory)

The Supplier’s service directory must be specified here.

## Section 2.4.7 Emergency preparedness and disaster plans and drills

Unless otherwise agreed here, the Supplier’s payment for work associated with drills under Section 2.4.7 shall correspond to the Supplier’s ordinary hourly rates.

## Section 2.4.9 New software versions

Unless otherwise agreed here, the commissioning of software audits and patching shall be included in the running service fee.

## Section 3.3 Costs and other consequences of change requests

If standard prices will apply to impact assessments related to change requests, this must be specified here.

## Section 4.2.1 Cancellation during the establishment phase

Payment due in connection with cancellation during the establishment phase may be agreed here.

## Section 4.2.2 Cancellation during ordinary operation

Payment due in connection with cancellation during ordinary operation may be agreed here.

## Section 5.3.2 The Customer’s use of third parties

Any provisions relating to payment for the Supplier’s collaboration with the Customer’s third parties must be specified here.

# Appendix 8: Amendments to the general agreement text

*Amendments to the general agreement text must be collated here, unless the general agreement text refers such amendments to a different appendix.*

*It is possible to amend all sections of the Agreement, including those in which no reference is made to the option of agreeing on changes. Amendments to the agreement text must be specified here so that the general agreement text remains unchanged. It must be clearly and unequivocally stated which provisions of the Agreement have been amended and the outcome of such amendments.*

*Nevertheless, the Supplier should be aware that deviations, reservations and amendments to the Agreement at the time of tender submission may lead to the tender being excluded by the Customer.*

Example change table:

|  |  |
| --- | --- |
| **Clause in the agreement** | **To be replaced with** |
|  |  |
|  |  |
|  |  |
|  |  |

# Appendix 9: Changes to the delivery after conclusion of the Agreement

*Changes made after the conclusion of the Agreement must be entered here, cf. Section 3.2 of the Agreement.*

Example of change directory:

|  |  |  |  |
| --- | --- | --- | --- |
| **Change no.** | **Description** | **Effective date** | **Archive reference** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

# Appendix 10: Standard license terms for standard software and free software

*Include a copy of the standard license terms for standard software and free software here in Appendix 10.*

## Section 5.1.1 The Supplier’s responsibility for the delivery – general

To the extent that standard software included in the delivery must be supplied under standard license terms, this must be explicitly stated in a separate chapter in Appendix 2 and copies of the license terms must be included here.

# Appendix 11: Data processing agreement

*If the Parties enter into a data processing agreement, this must be enclosed as Appendix 11. A template data processing agreement can be found here:*[*Data Processing Agreement and Checklist | Anskaffelser.no*](https://anskaffelser.no/maler/databehandleravtale-og-sjekkliste)