

SSA-K Appendices 2024

Appendices to SSA-K

Appendices to the Purchase Agreement

The Norwegian Government’s Standard Agreement concerning the purchase of software and equipment

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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-K” at the start of the subject field.

# Appendix 1: The Customer’s specification of needs and 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 requirements should be included here.

## Section 2.2.2 Modifications and installation, etc.

If the Supplier will be responsible for modifications, installation and similar tasks, this shall be specified here.

## Section 2.2.4 Documentation and training

Further requirements relating to documentation for equipment and software can be included here. The same shall apply to requirements relating to training delivered to the Customer’s personnel.

## Section 2.2.6 Duty to inspect/acceptance test

If a special acceptance test will be carried out, this must be specified here. Further requirements relating to the nature and scope shall be described in Appendix 5.

## Section 7 External legal requirements

The Customer’s legal or party-specific requirements must be specified here.

## Section 8.3 Free software

The Customer’s rights in relation to free software must be specified here.

# Appendix 2: The Supplier’s specification of the delivery

*This appendix must be completed by the Supplier.*

The Supplier must ensure that all requirements and needs set out in Appendix 1 have been satisfactorily answered in Appendix 2.

## Section 1.1 Scope of the Agreement

The Supplier’s specification of the delivery must be specified here. If the Supplier’s specification includes deviations from the requirements set out in Appendix 1, this must be clearly specified.

## Section 2.2.1 Equipment and software

If it is necessary to upgrade the Customer’s technical platform, this must be specified here.

## Section 2.2.3.1 Standard terms and conditions

If the delivery includes standard software supplied under standard license terms and agreement terms (standard terms and conditions), this must be explicitly specified here.

## Section 2.2.3.2 Nonconformities relating to the right of use

Any nonconformities between the provisions set out in the Agreement and the provisions set out in the standard terms and conditions relating to the right of use must be clearly specified here.

## Section 2.2.7 Warranty period and warranty provisions

If the Supplier imposes maintenance requirements that must be met in order for the warranty to be valid, this must be specified here.

## Section 7 External legal requirements

If, in Appendix 1, the Customer has described external legal requirements, the Supplier must specify how these will be met here.

## Section 8.3 Free software

If the Supplier uses free software in connection with the delivery, an overview of the free software in question must be included here. If the Supplier is aware that free software requested by the Customer would be unsuitable for fulfilling the Customer’s requirements or would infringe upon the copyright of third parties, this must be noted here by the Supplier.

# Appendix 3: The Customer’s technical platform

*To be completed by the Customer*

## Section 1.1 Scope of the Agreement

If, in Appendix 1, the Customer has specified that the delivery must work with the Customer’s existing platform, this must be described here.

# Appendix 4: Delivery date and other deadlines

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

## Section 2.2.5 Time and place for the Supplier’s service

The time and place for delivery of equipment and software must be specified here.

## Section 9.4.3.1 Basis for daily penalties

Other adjustments to daily penalties and deadlines must be specified here.

# Appendix 5: Acceptance test

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

## Section 2.2.6 Duty to inspect/acceptance test

If it has been agreed in Appendix 1 that a special acceptance test will be performed, the nature and scope of such testing must be specified in further detail here.

If other acceptance criteria or other error definitions will apply, this must be specified here. The same applies to deadlines for acceptance testing other than what follows from Section 2.2.6.

# Appendix 6: Administrative provisions

## Section 2.1.1 The Parties’ representatives

The authorised representative must be specified and this section should not be deleted unless replaced by other equivalent text.

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

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

## Section 2.1.2 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 5.3 Duty of Confidentiality

If the duty of confidentiality will be subject to a different duration than what follows from Section 5.3 of the Agreement, this must be specified here.

## Section 5.4 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 5.5.2 of the Agreement, this must be specified here.

# Appendix 7: Price and price provisions

*Overview of all price elements linked to the implementation of this Agreement. To be completed by the Supplier based on the overall instructions set down by the Customer in the appendix.*

## Section 6.1 Payment

Payment and terms of payment for equipment and software must be specified here.

If payment is to be made in a currency other than Norwegian kroner, this must be specified here.

All prices must be quoted exclusive of value-added tax, unless otherwise specified here.

If delivery terms other than DDP (Incoterms) will apply, this must be specified here.

## Section 6.2 Invoicing

If a date other than the delivery date will be used as the basis for invoicing, this must be specified here.

## Section 6.5 Price changes

If the parties agree other provisions for price changes, this must be specified here.

## Section 2.2.2 Modifications and installation, etc.

Hourly rates for assistance with modifications and installations not included in Appendix 1 and 2 must be specified here.

The upper financial limit for the Supplier’s duty to prepare temporary solutions to cover faults in standard software must be specified here.

## Section 2.2.4 Documentation and training

If it has been agreed in Appendix 1 that the Supplier will assist with the training of the Customer’s personnel, prices for training must be specified here.

## Section 8.1 Ownership of equipment

If the parties agree on security for unpaid purchase money, this must be specified here.

## Section 8.2.1 Limitation on the right of use

Further regulation of and payment for the Customer’s right of use to the software may be specified here.

## Section 8.3 Free software

If separate prices will apply to the Supplier’s remediation of faults in free software pursuant to Section 8.3, these must be specified here.

# Appendix 8: Amendments to the general agreement text

|  |  |
| --- | --- |
| **Section** | **To be replaced with** |
|  |  |
|  |  |
|  |  |

# Appendix 9: Amendments to the Agreement after the Agreement has been entered into

*Changes made after the conclusion of the Agreement must be entered here, cf. Section 3 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

## Section 2.2.3.1 Standard terms and conditions

Standard terms and conditions covered by the delivery must be enclosed here.

## Section 8.3 Free software

A copy of the standard terms and conditions for free software 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)