

SSA-V Appendix 2024

Appendices to SSA-V

Appendices to the Maintenance Agreement

The Norwegian Government’s Standard Agreement for maintenance and servicing of equipment and software

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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-V” 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 specification of requirements must be included here. The specification shall state which software and equipment is covered under the Agreement.

## Section 2.4.1 Scope of the maintenance service

If the scope of the maintenance service will include more than what is set out in Section 2.4.1 of the Agreement, this shall be specified here. How old versions of the software and equipment will be maintained can also be specified here.

## Section 2.4.3 Updating documentation

The scope of the duty to update documentation under Section 2.4.3 can be specified here.

## Section 2.4.6 Installation of software patches/bug fixes

If the Customer will be responsible for installing patches/bug fixes, this shall be specified here. If the final paragraph of Section 2.4.6 will not apply, alternative provisions shall be specified here.

## Section 2.4.7 New versions

If new versions of software described in Appendix 3 will not be covered under the Agreement, this shall 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 also specify relevant functional, safety and security requirements applicable to the delivery.

## Section 7.2 Information security

If the Customer has further requirements for information security management on the part of the Supplier, this shall 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. If, in the opinion of the Supplier, there are obvious errors or ambiguities in the Customer’s specification of requirements, this must be clearly specified.

## Section 2.4.5.1 Error management – general

The framework for the Supplier’s duty to assist with troubleshooting and fault/error correction shall be specified here.

## Section 2.4.5.2 Maintenance agreements with third parties

Maintenance terms and conditions agreed between the Supplier and the software manufacturer shall be clearly specified here.

## Section 7.1 External legal requirements and initiatives – general

Here, the Supplier shall specify how the Supplier will comply with external legal requirements set out by the Customer in Appendix 1.

# Appendix 3: Equipment and/or software to be maintained

*To be completed by the Customer.*

## Section 1.1 Scope of the Agreement

The software and equipment to be maintained shall be specified here.

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

*To be completed by the Customer and the Supplier if requested by the Customer.*

## Section 4.1 Term of the Agreement

If a duration other than what is set out in Section 4.1 of the Agreement has been agreed, this shall be specified by the Customer here.

# Appendix 5: Service level with standardised compensation

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

## Section 2.4.4 User support

If the agreement includes user support, the service must be described here. Which of the Customer’s users or user groups can request support can also be specified here. If the Supplier guarantees to respond by given deadlines, this shall be specified here.

## Section 2.4.5.1 Error management – general

In the event that error definitions other than those set out in Section 2.4.5.1 of the Agreement will apply, these shall be specified here.

## Section 2.4.6 Installation of software patches/bug fixes

Procedures and deadlines for software patches/bug fixes shall be specified here.

## Section 2.4.7 New versions

The Supplier’s deadlines for making new software versions available can be specified here. Software that will not be updated to new versions can also be specified here.

## Section 9.4.3 Standardised compensation and hourly penalties

Standardised compensation for exceeding deadlines or other breaches shall 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 2.3.2 Coordination plan

The Customer’s coordination requirements must be specified here.

## Section 2.4.2 Reporting on maintenance performed

The format and reporting level for reports on maintenance performed can be specified here.

## Section 5.2.2 Key personnel

The Supplier’s key personnel shall be specified here.

## Section 5.3.1 The Supplier’s use of subcontractors

The Supplier’s approved subcontractors must be specified here. Rules relating to the replacement of subcontractors may also 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 5.4 Meetings

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

## Section 5.5 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.

## Section 5.6 Duty of confidentiality

If the duty of confidentiality will be subject to a different duration than what follows from Section 5.6 of the Agreement, this must be specified here.

## Section 5.7 Written form requirements

If it has been agreed that notifications, claims or other messages associated with the 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.

# 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 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 2.4.5.3 Faults or errors in standard software supplied by third parties

If there is to be an upper financial limit for the Supplier’s obligation to prepare temporary solutions that cover errors in standard software, this shall be specified here.

## Section 2.4.6 Installation of software patches/bug fixes

If separate prices have been agreed for the installation of software patches/bug fixes, this shall be specified here.

## Section 2.4.7 New versions

If a different hourly rate will apply for the Supplier’s assistance with the installation of new versions or modification and implementation work, this shall be specified here.

## Section 2.4.8 Further development

If a different hourly rate will apply to further development, this shall be specified here.

## Section 2.4.9 Supplementary purchases

Discounts for supplementary purchases and license expansions shall be specified here.

## Section 2.4.10 Additional services

The Supplier’s service directory shall be included here.

## Section 2.6.4 Payment in connection with the termination of the Agreement

Payment for services associated with the termination of the Agreement can be agreed here.

## Section 4.2 Cancellation

Cancellation fees may be agreed here.

## Section 8.1 Ownership of equipment

In the event that the ownership of equipment will be governed other than as set out in Section 8.1 of the Agreement, this shall 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 into 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

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

## Section 2.4.5.2 Maintenance agreements with third parties

Maintenance terms and conditions agreed between the Supplier and the software manufacturer shall be enclosed here. If the Customer has entered into a maintenance agreement with the software manufacturer, this shall be agreed here.

# Appendix 11: Data processing agreement

*Data processing agreement between the Supplier and the Customer and any other data processing agreements entered into by the Customer in connection with the Customer’s use of standard software. A template data processing agreement can be found here:*[*Data Processing Agreement and Checklist | Anskaffelser.no*](https://anskaffelser.no/maler/databehandleravtale-og-sjekkliste)