

# **GENERAL FRAMEWORK AGREEMENT TERMS**

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## **1 SCOPE AND DURATION**

### ***1.1 Purpose and scope***

This contract is a framework agreement between the customer (hereinafter referred to as “the Customer”) and the supplier (hereinafter referred to as “the Supplier”) concerning the delivery of goods and/or services as described in the appendices and the applicable terms for the purchase concerned (call-off). The Customer and Supplier may also individually be referred to as a “Party” and jointly as the “Parties”.

The framework agreement entitles the Customer to purchase goods and/or services covered by this framework agreement within the scope and duration of the framework agreement. The Customer shall not be obliged to purchase a specific quantity of goods or services during the term of the framework agreement.

### ***1.2 Duration and termination – option regarding extension***

The duration and option of an extension are specified in the agreement document.

The agreement shall automatically be extended for one period at a time, unless the Customer has given written notice otherwise no later than one month before the end of the current agreement period.

The Customer shall be entitled to cancel the framework agreement by giving three (3) months’ written notice, on objective grounds. Objective grounds include cases of material changes to the Agreement requiring the Customer to hold a new competition in accordance with the procurement regulations. Termination will not affect contracts (call-offs) which have already been awarded.

## **2 PROCEDURE FOR PURCHASES UNDER THE FRAMEWORK AGREEMENT**

### ***2.1 Purchases and ordering procedures***

The purchase and ordering of goods/services (call-offs) shall take place in accordance with the ordering procedures agreed in the appendices. If there are a number of suppliers, contracts shall be awarded in accordance with the rules laid down in the agreement document and appendices.

Call-offs under the framework agreement may take place during the term of the framework agreement. Individual call-offs may have a duration beyond the expiry date of the framework agreement.

### ***2.2 Contract terms for individual call-offs***

Individual call-offs shall be subject to the contract terms that are stipulated in the agreement document with the amendments, clarifications and addenda that are set out in the framework agreement and the relevant call-off.

## **3 OBLIGATIONS OF THE SUPPLIER**

### ***3.1 Obligation to respond to enquiries***

The Supplier shall be obliged to respond to the Customer's enquiries as soon as possible. Specific deadlines may be agreed in an appendix.

### ***3.2 Obligation to submit a bid***

If the framework agreement has been entered into with only one supplier, or a ranking/allocation arrangement has been established in framework agreements with several suppliers, the Supplier shall be obliged to submit a tender in accordance with the framework agreement, unless there are objective grounds not to do so.

If the Customer has entered into parallel framework agreements with a number of suppliers and a mini-competition is to be carried out between the suppliers in connection with the individual award, the Supplier shall be obliged to submit a tender unless there are objective grounds not to do so. In cases where the Supplier does not take part in a mini-competition, a written explanation shall be submitted to the Customer. Repeated failure to participate in mini-competitions without objective grounds shall be deemed a breach of contract.

### **3.3 Offers and campaigns**

Offers and campaigns submitted/carried out by the Supplier in the general market during the agreement period, which are more favourable than the terms agreed in this Agreement, shall automatically apply to the Customer. The Supplier shall be obliged to make such campaigns known to the Customer.

### **3.4 Overbilling**

The Supplier shall be obliged to reimburse any excess amount paid by the Customer. This obligation shall apply for up to three years after the payment in question has taken place.

The Supplier shall pay interest on overdue payments in accordance with Act no. 100 of 17 December 1976 relating to Interest on Overdue Payments, etc. ("Forsinkelsesrenteloven") on the overbilled amount, calculated from the payment date to the date of repayment.

### **3.5 Skills transfer**

The Supplier shall be obliged to transfer skills acquired under the Agreement to the Customer in the manner determined by the Customer.

### **3.6 Statistics and reporting**

The Supplier shall be obliged to submit annual delivery statistics and any other reports as agreed. The Supplier shall not receive any special consideration for this.

It shall be possible to check submitted sales statistics against contract prices. Statistics concerning deliveries shall include information on delivery locations, sales of all product groups and products/services purchased by the Customer from the Supplier.

### **3.7 Audits**

The Customer shall be entitled to conduct an audit of the Supplier's systems, procedures and activities associated with the deliverable. The Customer shall be entitled to review accounts and other relevant documentation in order to verify the Supplier's pricing. The audit right shall commence upon establishment of the agreement and shall be limited to the agreement period.

In the event of an audit, the Supplier shall provide all reasonable assistance free of charge. The Customer shall be entitled to use third parties to conduct such investigations.

## **4 OBLIGATIONS OF THE CUSTOMER**

### ***4.1 The Customer's responsibilities and contribution***

The Customer shall contribute to ensuring that the Supplier is able to fulfil its obligations under this agreement and associated documents.

## **5 OBLIGATIONS APPLICABLE TO THE CUSTOMER AND SUPPLIER**

### ***5.1 Cooperation***

Each party shall appoint a representative for follow-up of the framework agreement. The representative shall be the point of contact for all enquiries relating to the agreement. The Parties shall inform each other about any replacement of their representative.

The Parties shall loyally cooperate and contribute to the implementation of the framework agreement. Enquiries from the other Party shall be answered without undue delay. The Parties shall notify each other without undue delay of matters they understand or should understand could have an impact on the implementation of the framework agreement.

Upon expiry or discharge of the framework agreement, irrespective of the reason, the Supplier shall be obliged to contribute to a smooth transition to any new supplier. This shall not apply if the framework agreement was terminated as a consequence of the Customer's breach or expected breach of the framework agreement.

### ***5.2 Social responsibility***

#### ***5.2.1 In general***

The Customer and Supplier shall exercise social responsibility in the implementation of the Agreement, as regards the environment, climate, wage and working conditions and ethical trade, cf. appendices to the agreement.

#### ***5.2.2 Environment***

The Customer wishes to operate with the least possible environmental impact. The Supplier is therefore obliged to fulfil the Agreement on an environmentally friendly basis and to promote climate-friendly solutions where possible and appropriate, including in the choice of equipment and transport solutions, as well as waste minimisation and recycling solutions.

#### ***5.2.3 Pay and working conditions in Norway***

The Supplier is responsible for ensuring that their own employees and employees of subcontractors (including hired contractors) have pay and working conditions in accordance with Norwegian legislation, including the Norwegian Act no. 58 of 4. June 1993 relating to general application of wage agreements (the General Application Act) (Allmenngjøringsloven) and the Regulation relating to pay and working conditions in public contracts of 8 February 2008, where applicable.

In these cases, the Supplier shall be obliged, on request, to document the pay and working conditions of their own employees and employees of any subcontractors (including hired contractors). The information must be documented by, among other things, a copy of the employment agreement, payslip, timesheets and the employer's bank statement.

#### **5.2.4 Ethical trade**

The production of goods delivered to the Customer must be in accordance with the requirements in internationally recognised UN Conventions, ILO Conventions and national legislation on human rights and labour rights. The Supplier must comply with the eight fundamental ILO Conventions and work to ensure that its own subcontractors fulfil the requirements of the conventions.

If a violation of the above conventions is discovered, the Supplier must take measures to ensure compliance with the requirements, or ensure that cooperation with the relevant subcontractors is terminated.

#### **5.3 Personal data and information security**

If the Supplier processes personal data on behalf of the Customer, the Customer and the Supplier shall be required to enter into a Data Processing Agreement in accordance with the Personal Data Act and any sector-specific personal data legislation relevant to the Supplier's activities. The same shall apply to personal data obtained by the Supplier from sources other than the Customer.

The Data Processing Agreement shall be entered into before any processing of personal data may commence.

#### **5.4 Confidentiality**

The Parties have a duty of confidentiality regarding any information they receive or of which they otherwise become aware concerning the other Party's business or personal circumstances, unless such information is already publicly known.

The Supplier may only transfer confidential information to subcontractors and third parties to the extent necessary for the performance of the framework agreement, provided that these parties are subject to a duty of confidentiality equivalent to this clause.

Since the Customer is a public entity, the duty of confidentiality pursuant to this provision is no more extensive than as set out in the Act of 10 February 1967 relating to the procedure in cases concerning the public administration (the Norwegian Public Administration Act) ("Forvaltningsloven") or equivalent sector-specific regulation.

Furthermore, the duty of confidentiality pursuant to this provision does not impede the disclosure of information required to be submitted in accordance with an Act or regulation, including freedom of information and right of access pursuant to Act No. 16 of 19 May 2006 Act relating to the right of access to documents held by public authorities and public undertakings (the Norwegian Freedom of Information Act) ("Offentleglova"). If possible, the other Party shall be notified before such information is disclosed.

The duty of confidentiality shall also apply after the framework agreement has been terminated. Employees or others who resign from their position with one of the Parties shall continue to be subject to the duty of confidentiality after their resignation as regards matters referred to above. The duty of confidentiality shall cease five (5) years after the framework agreement has been terminated, unless otherwise follows from law or regulation.

The duty of confidentiality shall otherwise be regulated in the individual award contract and relevant laws or regulations.

## **6 BREACH**

### **6.1 Breach of the framework agreement**

Any breaches of the framework agreement shall be handled in accordance with the general principles of contract law.

### **6.2 Damages**

Damages may not be claimed for indirect losses. Indirect losses shall include, but not be limited to, lost profits of any kind, lost savings, loss of data and claims by third parties.

In the event of termination of the framework agreement, the Party that terminates the agreement may claim damages for extra expenses which are incurred in connection with the delivery of the goods and/or services that are covered by the agreement, from the date of termination to the earliest date on which the Party that terminates the framework agreement could have terminated the agreement.

## **7 AMENDMENTS**

The Customer has the right to require qualitative and/or quantitative changes to the agreement, provided that the change lies within what the Parties could reasonably have expected on the establishment of the framework agreement.

Changes to, or additions to the framework agreement shall be agreed in writing.

The Supplier is entitled to adjustment of deadlines and remuneration for additional work, and to reimbursement of any direct costs that the change entails, in accordance with the following principles:

- If the agreement includes unit prices and/or quoted hourly rates that apply to the change, these must be used to compensate the Supplier. The unit prices and/or hourly rates will also be used if the change applies to deliverables that are relatively similar to the deliverables for which unit prices/hourly rates are stipulated in the agreement.
- If there are no unit prices or hourly rates stipulated in the agreement that are applicable, the compensation for the change will be based on the general price level in the agreement for the deliverables. If this is not possible, the compensation for the change will be based on the market price.

If the change entails savings for the Supplier, these must be deducted from the remuneration in the same way.

At its own initiative, or at the request of the Customer, the Supplier must provide a specified estimate of the consequences of the change for the contract price and the deadlines in the agreement.

If the Parties disagree on the amount to be added to or subtracted from the contract price, or on other consequences resulting from the change, the Supplier must nonetheless implement the change without awaiting a final solution between the Parties concerning the consequences.

## **8 DISPUTES**

### **8.1 Governing law**

The rights and obligations of the Parties under this framework agreement are governed in full by Norwegian law.

### **8.2 Negotiation and mediation**

In the event of any dispute between the Parties concerning the interpretation or legal effects of the framework agreement, the parties must first try to resolve the dispute through negotiation and/or mediation.

### **8.3 Court or arbitration proceedings**

If a dispute cannot be resolved by negotiation or mediation, each of the Parties may require the dispute to be resolved with final effect before the Norwegian courts.

The legal venue shall be the Customer's place of domicile.

Alternatively, the Parties may agree that the dispute shall be settled with final effect by arbitration.