

# Terms for pay and working conditions for service contracts

---

The Supplier is responsible for ensuring that the pay and working conditions of its own employees and subcontractors' employees (including independent contractors) who directly contribute to fulfilment of the contract are in accordance with:

- The Regulation on Generally Applicable Collective Agreements.
- The Regulation of 8 February 2008 on Wages and Working Conditions under Government Contracts, where applicable. In areas not covered by the Regulation on Generally Applicable Collective Agreements, pay and working conditions shall be in accordance with the national collective agreement for the relevant industry. Pay and working conditions are defined as provisions regarding minimum working hours, wages, including overtime pay, shift and rota allowances, and inconvenience allowances, and reimbursement of expenses for travel, meals and accommodation, to the extent that such provisions are covered in the collective agreement.

All agreements entered into by the Supplier for the performance of work under this contract must include provisions equivalent to those set out herein.

The Supplier has an obligation to complete a self-reporting form, which must be submitted to the Contracting authority within one month of the contract being signed, unless otherwise agreed. Self-reporting may be required multiple times during the contract period upon written request from the Contracting authority.

The Contracting authority and any external auditor who receives the information are bound by confidentiality. The duty of confidentiality does not prevent disclosure to the Norwegian Labour Inspection Authority or the Norwegian Ocean Industry Authority, or to employees or internal or external advisers who are necessary for obtaining linguistic, financial, legal, or other professional assistance. These advisers are subject to the duty of confidentiality.

Upon written request with a reasonable deadline, the Supplier is required to document the pay and working conditions of its own employees, as well as subcontractors' employees (including independent contractors) who directly contribute to fulfilment of the contract. The information must be documented through, but not limited to, copies of employment contracts, payslips, timesheets and employer bank statements. Documentation must be at the individual level and clearly indicate which employee it relates to.

The documentation can include a complete list of the names of the Supplier's own employees and any subcontractors' employees who directly contribute to fulfilment of the contract, an overview of the generally applicable and/or national collective agreements for the relevant industry, and access to the Supplier's agreed pay and working conditions with any subcontractors.

In the event of a breach of the duty to provide documentation, the Contracting authority has the right to impose a daily fine of no less than NOK 1500 per day.

If the Norwegian Labour Inspection Authority imposes a mandatory order on the Supplier or a subcontractor regarding pay and working conditions etc., the Supplier shall immediately inform the Contracting authority by providing a copy of the mandatory order. If the Supplier or subcontractor does not rectify the issues specified therein within the deadlines set by the Norwegian Labour Inspection Authority, this will be deemed a breach of contract.

In the event of a breach of the requirements for pay and working conditions, the Supplier shall remedy the situation. Where a breach occurs with a subcontractor (including staffing agencies), the Supplier's obligation to remedy the breach is limited to claims submitted in writing within three months of the salary due date, whether the claims arise from generally applicable collective agreements or national collective agreements. The terms and limitations set out in the Act relating to general application of collective agreements, etc. of 4 June 1993, section 13, shall apply in both cases.

The Contracting authority has the right to withhold an amount corresponding to approximately twice the savings achieved by the Supplier. This right to withhold shall cease as soon as the rectification referred to in the preceding paragraph has been documented.

A material breach of the requirements for pay and working conditions, including the duty to provide documentation, by the Supplier may be invoked by the Contracting authority as grounds for termination of the contract, even if the Supplier remedies the situation. If the breach occurs in the subcontractor chain (including staffing agencies), the Contracting authority may require the Supplier to replace the subcontractors. This shall be done at no cost to the Contracting authority.