

Appendix 3: The Key Contractual Principles

The service providers shall submit a draft contract as part of their Tender.

The following contractual terms ("Key contractual principles") shall be incorporated in the offered contract and shall have precedence in case of conflict with terms in the service provider's standard contract.

1. The length of the contract shall 1 year with an option to prolong the contract with 1 + 1 + 1 + 1 years. The contract is non-exclusive.
2. The confidentiality obligation shall not prevent the Contracting Authority's disclosure of information if such disclosure is demanded pursuant to laws or regulations, including any disclosure or right of access pursuant to the Act of 19 May 2006 relating to the Right of Access to Documents in the Public Administration (Freedom of Information Act). The other party shall, if possible, be notified prior to the disclosure of such information.
3. In areas covered by regulations on universally applicable collective agreements, the Service Provider shall ensure that employees within its own organization and those of any subcontractors do not have less favourable wages and working conditions than those stipulated in the applicable regulations. In areas not covered by such regulations, the Service Provider shall likewise ensure that its own employees and those of any subcontractors do not have less favourable wages and working conditions than those provided under the applicable nationwide collective agreement for the relevant industry.

Upon request from the Contracting Authority, the Service Provider shall provide documentation of the wages and working conditions applied.

4. The Tenderer's response to the requirements specification cf. Appendix 1 shall be incorporated into the contract and form part of the contractual obligations.
5. The contract cannot entail that the Contracting Authority is obliged to delete any data which it has used in accordance with the contract during the contract term at the end of the contract if such deletion would be in conflict with applicable legislation and regulation, including archive legislation.
6. The contract cannot contain obligations on the Contracting Authority that would violate applicable legislation and regulation.

7. As a Norwegian Public entity, Ministry of Foreign Affairs (MFA) is subject to and must process personal data in accordance with the Norwegian Personal Data Act 2018, implementing the EU General Data Protection Regulation (Regulation (EU 2016/679) (the GDPR). Ministry of Foreign Affairs' use of the Services in accordance with the Contract, cannot entail that MFA violates such regulations (including the Schrems II verdict from the ECJ). For the procurement of health insurance, the MFA considers the parties to be independent controllers of processing of personal data. However, to the extent the service provider processes personal data on behalf of the MFA, the parties shall enter into a data processing agreement in compliance with the GDPR art. 28.

If relevant, the offered contractual terms shall describe any transfer of personal data outside the EEA, either with the Contracting Authority as a data exporter or the provider as a data exporter, and the legal basis for such transfer in accordance with GDPR chapter 5.

8. Service Provider's responsibility and competence

The delivery shall be carried out in accordance with the agreement and shall be performed professionally, efficiently, and with a high standard of expertise in accordance with the provisions of the Act of 16 June 1989 No. 69 relating to insurance contracts (the Insurance Contracts Act) as in force from time to time, and good Norwegian insurance practice.

The Service Provider shall obtain all licences, permits, consents, or approvals required for the performance of this agreement.

The Service Provider shall duly comply with all statutory obligations related to the processing and protection of personal data.

The Service Provider shall cooperate loyally with the Contracting Authority and safeguard the Contracting Authority's interests.

Enquiries from the Contracting Authority shall be answered without undue delay.

The Service Provider shall, without undue delay, notify the Contracting Authority of any circumstances that the Service Provider understands or ought to understand may affect the performance of the services.

The Service Provider shall, without undue delay, inform the Contracting Authority if the Service Provider is of the opinion that the Contracting Authority is failing to fulfil any of the Contracting Authority's obligations under the agreement.

9. Choice of law and legal venue

The Parties' rights and obligations under this Agreement shall be determined in full by Norwegian law.

In the event that a dispute cannot be resolved through negotiations or mediation, either Party may request that the dispute be settled with final effect in the Norwegian courts.

The legal venue shall correspond to the Contracting Authority's business address.

The Parties may alternatively agree that the dispute will be settled with final effect through arbitration.