Appendices to the innovation partnership agreement

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# Appendix 1: The Contracting Authority’s description of needs and objectives

## The Agreements clause 1.1 Scope of the Agreement

The needs and objectives for the Contracting Authority can be found in:

Appendix 1 A: The Contracting Authority’s needs for an idea sketch

Appendix 1 B: Background and today’s situation

**The Agreement clause 2.5** **Phase 4: acquisition of the solution**

The acquisition of the solution is an option for the Contracting Authority solution, more information regarding this you will find in Appendix 7

**The Agreement clause 9.1** **General external legal requirements and measures**

The Contracting Authority shall, in Appendix 1, identify which legal or party-specific requirements are of relevance to the entering into and implementation of this Agreement. The Contracting Authority is responsible for specifying any relevant functional and security requirements applicable to the deliverable in Appendix 1.

# Appendix 2: Description of the Partner’s solution

*The Partner shall, based on appendix 1 (The Contracting Authority’s description of needs and requirements), describe their solution here. The description in attachment 1 and 2 to Appendix 1 should be the basis for the solution.*

*The Partner should be aware that any deviation, reservations or other changes in appendix 2 from the Contraction Authority’s Appendix 1 “description of needs and requirements” when handing in the tender can result in rejection of the tender by the Contract Authority.*

## The Partners description of their solution to the contracting authority’s description of need.

**Awarding criteria 1; The effect of the solution**

*Initially the Partner should give a short description of the concept they are offering, including the technology readiness level (TRL).*

## The Partners response:

*Description on how the concept will cover the needs and give added value to the overall objective (cf. appendix 1A)*

The Partners response:

*Description on how the concept will cover the needs and give added value to the part objectives, including but not limited to the sub objectives (1-13) listed under the part objectives (cf. appendix 1A)*

O1 - Increase the robustness of the support tool (sub objectives 1-5)

The Partners response:

O2 – Notification to relevant personnel (sub objective 6-11)

The Partners response:

O3 - Provide relevant data of the vessel (sub objective 12-13)

The Partners response:

*Description on how the concept will cover the needs and give added value to the pilot in the different pilot operations (cf. appendix 1A):*

When conducting regular pilotage

The Partners response:

When conducting pilotage with small margins

The Partners response:

When conducting remote navigation assistance

The Partners response:

## The Agreements clause 1.1 Scope of the Agreement

## Obvious errors or uncertainties in the Contracting Authority’s specifications: (Should be filled out if there are obvious errors or uncertainties)

**The Agreement clause 5.1** **The Partner is responsible for their performance**

To the extent of which standard software is included in the delivery under standard licence terms, this shall be reported in this appendix 2. Copy of the licence terms and conditions shall be included in appendix 10.

If there are discrepancies between the terms of the licence provisions on the right of disposal and this Agreement’s provisions on right of disposal, the Partner shall clearly describe this in Appendix 2.

The Partners response:

**The Agreement clause 6.1** **The responsibility and participation of the Contracting Authority**

The Partner must inform in this Appendix 2 if the Contracting Authority’s technical platform and physical infrastructure, in accordance with Appendix 3 needs to be upgraded. The Partner must state the potential demands of involvement of the Contracting Authority here, in accordance with deadlines in appendix 4.

The Partners response:

## The Agreement clause 9.1 General external legal requirements and measures

The Partner shall describe how their solution will meet the requirements set out in Appendix 1 in this Appendix 2.

The Partners response:

### The Agreement clause 10.5.1 General provisions pertaining to free software

Free software used in this delivery:

|  |  |
| --- | --- |
| **Free software name** | **Free software licences** |
|  |  |
|  |  |

A copy of the licences terms and conditions should be enclosed in appendix 10.

### The Agreement clause 10.5.4 The effects of redistributing free software

# Here the Partner shall give an overview of other parts of the delivery that will be governed by the terms and conditions of a free software:

The Partners response

### The Agreement clause 10.5.6 The partner’s responsibility for defects in title of free software

The Partner shall give an overview of free software that may infringe third-party rights based on a sound assessment by the Partner:

The Partners response:

# Appendix 3: The Contracting Authority’s technical platform

## The Agreement’s clause 1.1 Scope of the Agreement

## The solution delivered by the Partner through this innovation partnership shall be able to interact with the given technical platform, at the same time as it should be flexible enough to be adjusted to interact with any new technical platform the NCA will use in the future.

## Introduction

Today`s support system for the pilot is being collectively known as Portable Pilot Unit (PPU). PPU is a collective term for sensors, display/display tools (PC, tablet), software and electronic maps (Electronic Navigational Charts - ENC).

Portable Pilot Unit (PPU)

Sensors

Display

Software (ECS)

Charts

Pilot Plug

Independent sensor

iPad Pro

Njord Pilot

ENC

Hydrographic Service

Figure 1 Support tools for the Pilots

The bottom row of Figure 1 shows today`s system in use by the Norwegian Coastal Administration Pilot Service (NPS). The support system of today consists of an iPad with a custom-made Electronic Chart System (ECS, “Njord Pilot” by SevenCs). Two primary sensors are part of the support system;

1. Pilot Plug Connectors (personal equipment, one for each pilot, e.g. AD Navigation ADQ2+))
2. Independent sensor for robust and accurate positioning, multi-constellation GNSS with RTK (one independent sensor in each pilot region, used by pilots if needed in the operation, e.g. ADX XR).

NPS uses iPad Pro as a main tool, and several other administrative tools for the pilots are available for the pilot on the iPad. The pilots can choose between 12,9” and 11” screen size on the iPad Pro.

In 2016, NPS signed a contract with SevenCs to develop its own software for electronic chart systems (ECS), especially adapted to our needs, better known as Njord Pilot by SevenCs. Primar (Primar ENC) provides official approved electronic nautical charts, this is made available through the Primar ENC Server and is automatic updated. NPS is using Bathymetric ENCs (bENC) produced and made available on chart servers where such are available.

## Architecture principles

Open APIs from NCA and partners can be made available for use in the future support system for the NCA pilots. This could be, but not limited to:

* Norwegian AIS Stream from NCA (see kystinfo.no theme map “AIS sanntid”)
* Information layers (“temalag”) from kystinfo.no (e.g: “Beredskap” – “Bølgehøyde og retning” – originating from Norwegian Meteorological Institute – met.no)
* Information layers from geonorge.no
* Weather information from kystvær.no (originating from Norwegian Meteorological Institute)
* Information layers from Barentswatch.no

The future system should be easily available for all users.

The future system should be able to communicate (interoperability) to and from open APIs with information of relevance.

## Security and integration

Security includes confidentiality, integrity and availability. Maritime cyber security is essential in the innovation project, and the Partner must take into account data security in the project.

Integrations are subject to the same security requirements as user access in general. NCA pilots uses a custom software, “Njord Mobil”, which the future system should be able interact with.

## Maintenance and application distribution

NCA is concerned with that solutions should be able to be maintained and further developed on an ongoing basis, so-called Lifecycle Management. Note that this means that the solution must support ongoing patching as well as that the vendor must continuously update its solution to support new major versions of adjacent components as they become available in the market.

The NCA currently use Mobileiron Mobile Device Management (MDM) for distribution of public applications via Apple Business Manager. If the future system is application based, the application must be publicly available through the respective App store of the OS used by NCA pilots (today iPadOS), and be possible to distribute through NCA systems (today MobileIron MDM and Apple Business manager). NCA ICT strives for the use of off-the-shelf products.

# Appendix 4: Progress Plan

The Partner must propose a detailed project and progress plan, in this appendix 4, within the framework given below under preparations and organisation.

**Agreement clause 2.1 Preparations and organisation**

The Partner shall prepare an overall project and milestone plan for the innovation partnership with description of the different phases and sub-goals

The Partner shall use 15. March 2021 as the start date when preparing the overall project and milestone plan. The start date is the estimated signing date of the innovation partnership agreement. The innovation partnership’s deadline is 25.6.2023. Any delay in the signing of the contract will lead to a shorter time to implement the project, as the deadline for the innovation partnership is absolute The Partner shall make a plan that ensure that the innovation partnership can be finalized within this timeframe in a secure and optimized way.

The plan should reflect the different phases that are mentioned in the Agreement’s chapter 2, including partial deliveries The Partner shall do a risk assessment of the delivery, and a risk handling plan.

After the signing of the contract the Contracting Authority and the Partner shall make a detailed progress plan for the innovation partnership, within the framework of the overall project and milestone plan, and agree upon the criteria for fulfilment of the part-goals for the different phases. The need for the involvement of the Contracting Authority in the implementation of the innovation partnership shall be stated in the project and milestone plan.

The Partners response:

# Appendix 5: Testing and approval

## Concerning article 2.2.2 Implementation of a partial delivery

## About testing and verification

The testing and verification will be completed through 3 phases:

Phase 1 Basic system development:

Testing is done at factory level on individual or several components. Results of test are presented to customer.

Phase 2 Final prototype:

Testing of final prototype. This test could be a part of SIT and FAT

Phase 3 Customers' acceptance test:

Will be carried out as HAT and SAT. See clause below for clarification.

The customer presumes that testing will be carried out in all 3 phases of the partnership.

The partner must describe his test regime in all the different phases:

The partner's description must contain information about:

* Scope of testing
* Testing content
* Any reporting along the way of results
* Description of roles and responsibilities, as well as the need for participation of the customer, including scope and competence needed
* Need for test environment and test data

## The Agreement clause 2.4 The Contracting Authority’s test and approval of the solution

The system built by the partner/partnership (vendor) should be tested against a recognised procedure document. Its characteristics and performance must be verified by appropriate tests described by the vendor.

The main tests are recommended to be:

Factory Acceptance Test (FAT)

System Integration Test (SIT)

Harbor Acceptance Test (HAT)

Sea Site Acceptance Test (SAT)

The system should be fully set-up in the factory to verify all parameters specified in the contractual documents and specifications. Simulations of real signals should be made as parts of the test.

The SIT can be a part of the FAT if proper integration signals have been provided.

Each test should be witnessed by customer representatives if so requested.  
After delivery of the system prototype, the system should be tested in their environment. The tests should be performed in the harbour and at sea on a vessel with pilot plug.

The partner will submit a plan for and implementation of the tests in the phase 3 partnership. The plan must specify the contracting authority's and the partners' tasks and duties during testing. The plan for and implementation of the approval test should be based on but not be limited to the following test categories:

* Functionality
* Compliance
* Stress testing
  + High workload with many parallel sensors integrated
  + Physical stress
* Compatibility test
  + Integration
  + Security
* HMI
  + User friendliness

The customer definitions of errors:

|  |  |  |
| --- | --- | --- |
| Level | Category | Description |
| A | Critical error | * Errors that cause the system to stop working; sensors may not be integrated, or requirements that are critical for the customer have not been achieved or do not work as agreed. * The documentation is incomplete or misleading to a level that   customer cannot make use of the documentation or essential parts of it. |
| B | Serious error | * Errors that cause parts of the system to stop working; some sensors are not integrated, or requirements that are not critical for the customer have not been achieved or do not work as agreed upon. The customer may use parts of the system. * Parts of the documentation is incomplete or misleading to a level that customer cannot make proper use of it. |
| C | Less  serious error | * Errors that do not cause critical parts of the delivery to not work as agreed. The customer can relatively easy bypass the error. * The documentation is inadequate or imprecise. |

The customer cannot refuse to approve the solution if the suggested errors are immaterial to the client's use.

Level A and B errors are individually considered.

Level C errors are considered inconsequential unless several level C errors seen together as a whole show that approval will be significantly unreasonable.

# Appendix 6: Administrative provisions

## The Agreement’s clause 1.4 Representatives of the parties

The authorised person for the parties, including procedures and notification deadlines regarding replacement of these, shall be specified below:

For the Partner

|  |  |  |  |
| --- | --- | --- | --- |
| Partner | Name: | E-mail: | Phone number: |
|  |  |  |  |
|  |  |  |  |

For the Contract Authority:

|  |  |  |  |
| --- | --- | --- | --- |
| NCA | Name: | E-mail: | Phone number: |
|  |  |  |  |
|  |  |  |  |

If an authorised person should be replaced, the other party should receive notice as soon as possible.

## The Agreement’s clause 2.1 Preparations and organisation

The Partner shall describe expectations to the project organisation, definition of rolls, responsibility and power of attorney, steering documents, reporting, meeting and meeting frequency. The Partner should notice that this clause could be part of the negotiations.

This clause should be specified before signing of the Agreement.

**Awarding criteria 2; Ability to complete the project**

*The Partner shall present its project organisation including, but not limited to: Project resources internal and external.*

The Partners response:

*The Partner shall make a project description including, but not limited to risk assessment and preventive measures that will be taken to ensure the completion of the project.*

The Partners response:

## The Agreement’s clause 5.2 Requirements for the Partner’s Resources and Competence

The Partners key resources

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | Position: | E-mail: | Phone number: |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## The Agreement’s clause 5.3 Use of subcontractors

Approved subcontractors for this Agreement:

|  |  |  |
| --- | --- | --- |
| Name: | Organisastion number: | Area of delivery: |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## The Agreement’s clause 5.4 Cooperation with third parties

If it is agreed that the Partner shall cooperate with a third party, the extent of this cooperation should be specified here.

## The Agreement’s clause 5.5. Pay and working conditions

Documentation of the fulfilment of the Partners commitments as mentioned in the Agreement’s clause 5.5 (pay and working conditions) shall be presented here. The documentation shall consist of a self-declaration or third-party declaration showing conformity between the relevant Collective Wage Agreements and actual Pay and Working Conditions relating to compliance with the Partner’s and any subcontractor’s obligations.

# Appendix 7: Total price and pricing provisions

## The Agreements clause 8.1 Remuneration

Cost for the development of the solution:

The NCA has received until 7,695 mill. NOK excl. co-value added tax for the development of the solution.

## All prices, development cost, and the specific terms governing the remuneration to be paid by the Contracting Authority for the services provided by the Partner are stipulated in this Appendix 7.

## The Partner shall inform about the total development cost for the development of the solution. With the “development of the solution” it refers to phase 1, phase 2 and phase 3 in this partnership. The Partner shall specify how the total development cost is built up by specifying the different elements the total development cost consists of.

The development cost that will be evaluated under the award criteria is the part of development cost which the Contracting Authority should contribute with. The max contribution amount is 7,695 mill. NOK excl. co-value added tax.

Payment plan for phase 1-3

The total development cost must include all cost related to the implementation of the partnership (add rows to the table if necessary).

|  |  |
| --- | --- |
| Price element | Price in NOK incl. co-value added tax |
| Phase 1 |  |
| Element 1 |  |
| Element 2 |  |
| Etc. |  |
|  |  |
| Phase 2 |  |
| Element 1 |  |
| Element 2 |  |
| Etc. |  |
|  |  |
| Phase 3 |  |
| Element 1 |  |
| Element 2 |  |
| Etc. |  |
|  |  |
| Total development cost |  |
| Total amount the Contracting Authority should contribute with (should be filled out in Mercell) |  |

**Price for option to buy the solution:**

The Acquisition of the solution is optional for the Contracting Authority, ref. clause 2.5 in the Agreement.

The price for the two options to buy shall not be included in the development cost of the solution, as the Contracting Authority has an unilateral right to buy the solution after the Innovation partnership has terminated. There will be two optional to buy for the Contracting Authority.

Today’s estimated yearly cost for the NCA for the system they use today, prices are excl. co-value added taxes.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Product | Description | Price | Pcs. | Total cost |
| Independent sensor | High-end sensor, incl. operation and maintenance fees | 316.800,- | 7 | 2.217.600,- |
| Semi-independent sensor | Pilot plug, leasing agreement, incl. operation and maintenance fees | 4.680,- | 290 | 1.357.200,- |
| Total 1 years cost incl. operation and maintenance fees |  |  |  | 3.574.800,- |

The Contracting Authority will conduct clarification regarding the price for the solution twice:

1. Before the signing of the Agreement of the innovation partnership the maximum cost for the solution/product should be agreed upon, including operation and maintenance.
2. Before a potential exercise of option, the Contraction Authority in consultation with the Partner have the opportunity to finally determine price model, and adjust the final price for the solution/product.

The price for the solution will **not** be part of the award criteria.

Optional to buy 1:

The NCA has an optional to buy the product if the product is ready to buy and in production when the innovation partnership has terminated.

The Partner shall take into account the following in the pricing:

The price for the solution should reflect the maximum cost per year per unit incl. operation and maintenance fees.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Product | Description | Price | Pcs. | Total cost |
|  |  |  |  |  |
|  |  |  |  |  |
| Total 1 years maximum cost incl. operation and maintenance fees |  |  |  |  |

If the Contracting Authority choose to use the option to buy 1, the plan is to enter into an agreement with a duration period of 4 years, with an option to prolong the agreement with 2 + 2 years, that is a maximum agreement period of 8 years.

The Contracting Authority has 150 days to decide if they will make use of the option to buy after the innovation partnership has ended.

## The Agreement clause 8.2 Invoicing

The Partner is committed to use electronic invoice (Norwegian EHF format).

The invoice should be marked with;

Customer reference:

Your reference:

Detailed information on what the invoice cover.

Invoices not containing the agreed billing information will be returned. The Partner shall send a credit note for the invoice that has been returned; the new correct invoice which is resent shall have new 30 days payment deadline.

The payment is not an acceptance of Delivery.

The Partner should receive payment according to the fulfilment of important milestones. The Partner shall fill out a suggestion to how a payment plan in % of the total payment per the different milestones:

|  |  |  |
| --- | --- | --- |
| Phase | Description of achievement reached (milestone) | % of total payment |
| 1 | Completion of the development phase and approval of the part-deliveries according to agreed goals. |  |
| Phase 2 | Completion of prototype, tested and approval of final prototype according to agreed goals |  |
| Phase 3 | Production of trial series and approval of the testing according to agreed goals. |  |
| Phase 4 | Exercise of option to buy |  |
| Total |  | 100 % |

With partial achievement on the different phases the payment can be reduced proportionately.

# Appendix 8: Amendments to the Agreement before entering into a contract

*Amendments to the general agreement text shall be listed here unless the general agreement text refers such amendments to another appendix.*

*It is possible to amend all parts of the Agreement, even where it is not clearly referred to that amendments can be done. The amendment to the agreement text must appear here, in order for the text in the general agreement text to remain unchanged. It must be clear and unambiguous which provisions in the agreement have been amended and the result of the change.*

*However, the Supplier should be aware that deviations, reservations and changes in the agreement when submitting an offer may result in the offer being rejected by the Customer.*

Example of a change table:

|  |  |
| --- | --- |
| **Clause in the Agreement** | **Replacement text** |
| Clause x.x.x, section y | New text/formulation |
|  |  |
|  |  |
|  |  |

# Appendix 9: Amendments to the Agreement after entering into a contract

*The Partner shall consecutively keep an overview of all changes that constitute appendix 9, and without delay give the contracting authority an updated copy.*

*The contracting authority shall keep an overview of which change request they have sent, and which change estimates they have received, and which change orders they have given.*

Example of a change catalogue:

|  |  |  |  |
| --- | --- | --- | --- |
| **Change no.** | **Description** | **Effective date** | **Archive reference** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

# Appendix 10: Licence terms and conditions for standard software and free software

*Copy of licence terms and condition for standard software and free software are included in this appendix 10.*

### The Agreement clause 5.1 The Contracting Authority’s Right to Use

Copy of the licence terms and condition for standard software that is included in the delivery should be appended here.

### The Agreement clause 10.5.1 General provisions pertaining to free software

If the delivery include free software, copy of the licence terms and condition that is applicable for the free software should be appended here.

# Appendix 11: Terms of the Agreement for purchase – option

## The Agreement’s clause 2.5: Phase 4: acquisition of the solution

The Contracting Authority should have an option to buy the solution/product.

The Contracting Authority is planning to use a state standard agreement in order to regulate the contractual relationship, for more information visit: <https://www.anskaffelser.no/it/statens-standardavtaler/statens-standardavtaler-ssa>

Potential agreements to be used to regulate the contractual relationship:

* SSA-K (kjøpsavtalen)
* SSA-V (vedlikeholdsavtalen)
* SSA-L (avtale om løpende tjenestekjøp)
* SSA-D (driftsavtalen)
* A combination of the above

Other agreements can be considered depending on the solution/product that is developed.

If the Contracting Authority trigger the option to buy the solution/product, the Contracting Authority will fill out on of the agreement template mentioned above, before the agreement is presented to the Partner. In the chosen agreement the following must appear price on the solution/product, provisions regarding price regulation, intellectual property right etc.