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Research and Development Agreement (Pre-Commercial Purchase)

**Call-off agreement for Phase 2 – Development of prototype**

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| **1. Evaluation of proposed solution**  |
| **Evaluation of proposed solution for selection to phase 2** The contractor's proposed solution with implementation plan are evaluated based on the following criteria:

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| **Criteria** | **Weighting**  | **Documentation requirements** |
| **The Contractor's proposed solution*** How well the idea correlates with the functional requirements in the

Customer’s specification of needs, Appendix 1.* Whether the idea provides a basis for further innovation/development.
* The extent to which the solution is commercially viable.
 | **60%** | * The Contractor's description of the solution with drawings, including a technical description of the solution, response to the specification of needs and description of what is required for the solution to be developed into a functioning prototype.
 |
| **The Contractor's implementation plan for developing a prototype*** Expertise of the project management and the project’s capacity and resources.
* The extent to which the proposed solution demonstrates a clear plan for developing a workable solution and whether the plan is on track to complete phase 2 within the overall schedule set out in appendix 4.
 | **40%** | * The Contractor's implementation plan with a focus on progress (milestones) and resources required for achieving the goal of a functioning prototype.
* Description of the expertise in the project and key personnel for phase 2, and the project's focus area in phase 2.
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| **2. Preparation of prototype based on the Contractor’s proposed solution – Phase 2** |
| This call-off agreement applies to the Contractor's development of a prototype based on the Customer's needs and requirements specified in appendix 1 and appendix [X] and the Contractor's proposed solution for *[insert]*.*[The contractor's response to the customer's specifications and clarifications]* |
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| **3. Cooperation and progress plan for Phase 2** |
| **Cooperation and progress plan for Phase 2:***[Completed by Contractor]* |
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| **4. Payment for Phase 2** |
| The customer has up to NOK 2,300 000, excluding VAT, for implementing phase 2. Payment planThe contractor will receive payment during phase 2 based on the following plan:

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| --- | --- | --- |
| **Date for payment**  | **Completed activities**  | **Percentage of total payment**  |
| At startup | Startup | 50% |
| Upon conclusion | Field testing completed | 50% |
| **Total** |  |  |

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| **5. Other conditions**  |
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| **6. Invoices in connection with assigned call-off 2 shall be addressed and marked as follows:** |
| Reference **3820eridr** and project number **20040** |

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| **7. Signature and approval** |
| The call-off agreement is signed in two copies, and each party receives one copy. |
|  |  |
| Place and date |  |
| For the CUSTOMER | For the CONTRACTOR |
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