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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:   |  |  |  | | --- | --- | --- | | **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 plan  The contractor will receive payment during phase 2 based on the following plan:   |  |  |  | | --- | --- | --- | | **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. | | |
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| Place and date |  | |
| For the CUSTOMER | | For the CONTRACTOR |
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