

## **Appendix 8: Changes to the Agreement Before Contracting**

### **General:**

Where it says: Phase 2 Agreement(s)

Replace with: Call-off(s)

### **Replace section 1.1**

#### **1.1 SCOPE OF THE AGREEMENT**

This Research and Development Agreement shall meet the needs and requirements the Customer has described in Appendix 1. The parties have entered into this Agreement based on the Contractor's conceptual model, and the Agreement governs the further development of the conceptual model into a proposed solution and the possible development of an MVP (minimum viable product). The Research and Development Agreement thus includes the development of the proposed solution (Phase 1 "Explore alternatives") and the possible development of a minimum viable product (Phase 2 "Develop the solution"). The Contractor who progresses to Phase 2 "Develop the solution" shall sign an awarding contract with the Customer as stated in Appendix 5. A subsequent purchase of the solution is not part of this Agreement.

The Customer has specified its needs and requirements in Appendix 1. The Contractor has described its conceptual model in Appendix 2. If in the Contractor's opinion there are obvious errors or ambiguities in the Customer's description of its needs and requirements, the Contractor shall point these out in Appendix 2.

If Appendix 1 states that the solution shall function together with the Customer's technical platform, this shall be described in Appendix 3.

The Agreement means this general contractual wording, including Appendices. The Agreement is hereafter referred to as "the Agreement" or "this Agreement."

### **With new section 1.1**

#### **1.1 SCOPE OF THE AGREEMENT**

This research and development agreement (the Agreement) with the accompanying appendices mentioned in section 1.2 below shall fulfil the needs and requirements described

by the Customer in appendix 1. The parties have entered into this Agreement based on the Supplier's idea sketch, and the Agreement regulates the further development of the idea sketch into a solution proposal. This Agreement thus includes the preparation of the solution proposal (phase 1 "Explore alternatives") which may occur in competition with other suppliers.

After completing phase 1, the Customer will decide on the potential further development of a minimum viable product (MVP), defined as phase 2 "Develop solution". The supplier who continues to phase 2 "Develop solution" shall enter into a separate call-off under this Agreement with the Customer as indicated in appendix 5. A potential subsequent procurement of the result from Phase 2 (the solution) will not be part of this Agreement.

The Customer's needs and requirements for the service are detailed in appendix 1. The Supplier has described their idea sketch in appendix 2. If the Supplier identifies obvious errors or ambiguities in the Customer's needs description and requirements, the Supplier shall point this out in appendix 2.

If it is specified in appendix 1 that the solution should work with the Customer's technical platform, it must be described in appendix 3.

## **Replace section 2.1**

### **2.1 PREPARATIONS AND ORGANIZATION**

Appendix 4 shall provide an overall project and progress plan for the implementation of the Research and Development Project. The Research and Development Project shall be implemented within the framework of this plan. Requirements for the Customer's contribution in the implementation of the Research and Development Project shall be stated in the progress plan and awarding contract.

A detailed progress plan for the implementation of Phase 2 "Develop the solution" will be provided in the awarding contract.

The organisation of the Research and Development Project, including specification of roles, responsibilities, and authority, as well as who have been defined as key personnel shall be specified in Appendix 6.

## **With new section 2.1**

### **2.1 PREPARATIONS AND ORGANIZATION**

A high-level project and progress plan for the implementation of the research and development project shall be provided in appendix 4. The research and development project shall be carried out within the framework of this plan. The Customer's participation requirements in the implementation of the research and development project shall be provided in the progress plan and the call-off.

A detailed progress plan for the implementation of phase 2 "Develop solution" will be provided in a potential call-off.

The organization of the research and development project, including specification of roles, responsibilities, and authority, as well as the identification of key personnel, shall be provided in appendix 6.

## **Replace section 2.2**

### **2.2 PHASE 1: EXPLORE ALTERNATIVES**

Based on the conceptual model, the Contractor shall prepare a proposed solution based on the Customer's requirements set out in Appendix 1 and at the price set out in Appendix 7.

The Contractor's proposed solution will be evaluated based on the award criteria set out in the awarding contract for Phase 2 "Develop the solution". Only one of the Contractors participating in the project will be awarded the contract for Phase 2 "Develop the solution". If the Customer chooses not to sign the awarding contract for Phase 2 "Develop the solution", this Agreement will be terminated immediately upon the Customer's written notice to the Contractor. The Contractor is not entitled to consideration beyond what is explicitly stated in Appendix 7.

## **With new section 2.2**

### **2.2 PHASE 1: EXPLORE ALTERNATIVES**

Based on the idea sketch described in Appendix 2, the Supplier shall prepare a solution proposal based on the Customer's requirements specified in appendix 1 and at the price specified in appendix 7.

The Supplier's/suppliers' solution proposals will be evaluated by the Customer based on the criteria specified in Appendix 1. Only one of the suppliers participating in the project will receive a call-off for phase 2 "Develop solution".

If the Customer decides not to trigger a call-off for phase 2 "Develop solution", this Agreement will terminate immediately upon the Customer's written notice to the Supplier. The Supplier is not entitled to any compensation beyond what is explicitly stated in appendix 7.

## **Replace section 3.1**

### **3.1 THE CONTRACTOR'S RESPONSIBILITY FOR ITS SERVICES**

The Contractor is responsible for ensuring that the services stated in Appendix 2 and the awarding contract cover the functions and requirements specified in the Agreement. As a part of the consideration, the Contractor shall actively participate in workshops, meetings, training, and other similar activities that the Customer and the Customer's partners arrange.

## **With new section 3.1**

### **3.1 THE SUPPLIER'S RESPONSIBILITY FOR THEIR SERVICES**

The Supplier is responsible for ensuring that the services specified in appendix 2 and in the potential call-off, cover the functions and requirements specified in the agreement. As part of the remuneration, the Supplier shall actively participate in workshops, meetings, training, and other similar activities conducted by the Customer and the Customer's partners.

## **Replace section 6.1**

### **6.1 CONSIDERATION**

All prices and the detailed terms governing the consideration to be paid by the Customer for the deliverables provided by the Contractor are set out in Appendix 7 and the awarding contract. The Customer shall not pay in full for the preparation of the proposed solution or the development of the MVP. Appendix 7 and the awarding contract shall state the contribution each party shall make.

Any potential expenses related to the Customer's utilization of user rights to the minimum product in section 10.1.2 can be agreed upon separately in Appendix 7. The compensation cannot exceed the total costs for the research and development services. Unless otherwise agreed, deliveries related to the Client's utilization of user rights to the minimum product are limited to 730 days (2 calendar years) after the completion of phase 2 Develop the solution, cf. section 2.3

Disbursements, including travel and subsistence costs, shall only be reimbursed to the extent agreed. Travel and subsistence costs shall be specified separately and shall be paid according to the Government Travel Allowance Scale applicable at any given time unless otherwise agreed. Travel time shall only be invoiced if this is agreed in Appendix 7.

Unless otherwise specified in Appendix 7, all prices are quoted exclusive of Value Added Tax and any other taxes. All prices are quoted in Norwegian kroner.

## **With new section 6.1**

### **6.1 REMUNERATION**

All prices and specific terms for the remuneration the Customer shall pay for the Supplier's services are detailed in appendix 7 and in the potential call-off. The parties agree that the Customer will not fully pay for the preparation of the solution proposal or the potential development of the MVP (Phase 2). Appendix 7 and the potential call-off, shall specify the contribution of each party.

For any operational costs the supplier may have (e.g., operational costs of a cloud solution) directly related to the Customer's use of the MVP user rights in section 8.1.2, it can be agreed that these operational costs are covered as a separate item in appendix 7. Such

costs cannot exceed the total costs for the research and development services. Unless otherwise agreed, deliveries for such cases where costs are covered as a separate item will be limited to 730 days (2 calendar years) after the completion of phase 2 "Develop solution", cf. section 2.3.

Expenses, including travel and subsistence costs, are only covered to the extent agreed. Travel and subsistence costs shall be specified separately and covered according to the state's current rates unless otherwise agreed in writing. Travel time is only billed if agreed in appendix 7.

Unless otherwise specified in appendix 7, all prices are exclusive of VAT but include customs and any other duties. All prices are in Norwegian kroner.

## **Replace section 9.3.2**

### **9.3.2 Damages**

The customer may claim damages for any direct loss, including loss due to overtime and other direct costs in connection with delay, defect or other default according to clause 9.1 unless the Contractor proves that the breach or the cause of the breach is not due to the Contractor.

## **With new section 9.3.2**

### **9.3.2 Compensation for liability**

The Customer may claim compensation for any direct loss, including loss caused by additional work and other direct costs related to delays, defects, or other breaches pursuant to section 9.1. The Supplier is nevertheless exempted from liability when negligence cannot be demonstrated for his possible actions or omissions.

## **Replace section 10.4**

### **10.4 Damages**

The Contractor may claim damages in respect of any direct loss that results from a breach of contract under clause 10.1 unless the Customer can demonstrate that the breach of contract or the cause of the breach of contract is not attributable to the Customer. If the Customer is delayed in fulfilling its obligations under the Agreement, and this means that the Contractor spends more time performing its part of the agreement, the Contractor is entitled to an adjustment of the agreed consideration corresponding to the number of hours of additional work the Contractor has had as a result of the Customer's default.

The limitation of damages provision in clause 9.3.3 of the Agreement shall apply

correspondingly.

## **With new section 10.4**

### **10.4 Compensation**

The Supplier may claim compensation for any direct loss resulting from a breach pursuant to section 10.1. The Customer is nevertheless exempted from liability when negligence cannot be demonstrated for his possible actions or omissions. If the Customer is delayed in fulfilling its obligations under the agreement, and this results in the Supplier spending more time completing its part of the agreement, the Supplier is entitled to an adjustment of the agreed remuneration corresponding to the number of hours the Supplier has incurred as additional work due to the Customer's breach. The agreement's provision on limitation of compensation in section 9.3.3 applies correspondingly.