

SSA-F 2022

Appendices SSA-F

Appendices to the Research Agreement

The Norwegian Government’s standard agreement for research and investigation project

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Comments for those who will be using the appendices to this document

The Norwegian Government’s Standard Agreement for research and investigation projects with appendices is suitable for research projects and smaller investigations and evaluations. The public sector in particular is encouraged to always consider using this Standard Agreement before entering into agreements concerning research and investigation work. Every element of the Agreement can be adapted to the specific needs of each project.

The Standard Agreement gives both the Contracting Authority and the Contractor the rights relating to the results, and a duty to ensure that the results are published. It constitutes a framework for how public sector contracting authorities can ensure that research and investigation projects are conducted in accordance with recognised scientific and ethical principles. It is important that both Parties familiarise themselves with the contents of the Standard Agreement so that, together, they can promote independent research with high levels of legitimacy.

The Standard Agreement will contribute to ensure that public sector decisions are made on professionally sound grounds, and transparency. It is also intended to promote public trust in research and investigations. The use of appendices together with the Standard Agreement shall therefore be in accordance with the requirements that follow from the regulations applicable to the Project. The Parties shall consider the rights and obligations arising from e.g. regulation regarding research ethics, the Norwegian Copyright Act and GDPR.

If changes to the contractual terms and conditions are made, and these diverge from the central aspects of the Standard Agreement, the justification/reasoning should be elaborated.

The appendices are not intended to be exhaustive. They primarily provide an overview of the clauses in the general agreement text that require or allow for further regulation through appendices. The appendices must always be adapted for the procurement and application in question.

The guidance documents associated with the appendices should always be used when completing the appendices. These will include guidance that will help ensure that you complete the appendices correctly. The guidance document can be found on the SSA-F page at anskaffelser.no.

Any reports of errors or ambiguities or other input concerning the agreement, the appendices or the guidance documents should be directed to: ssa-post@dfo.no with “SSA-F” at the start of the subject field.

# Appendix 1: The Contracting Authority’s description of the Project

*This appendix shall be filled in by the Contracting Authority.*

## Clause 1.1 Scope of the Agreement

The Contracting Authority’s description of the Project shall be included here. The description shall include the Contracting Authority’s needs and requirements.

## Clause 3.2 Use of methods and quality assurance

In the event that the Contracting Authority needs to describe the preferred method and other approaches, such details shall be included here. (Please note that the method and other approaches are normally determined by the Contractor. This clause can be deleted if it is not completed).

## Clause 3.3 Participation

If the Contracting Authority will participate beyond the general duty to contribute, this must be described here.

## Clause 3.11.1 General information about information security

If the Contracting Authority has additional requirements relating to how information security must be maintained by the Contractor, the details of this must be included here.

## Clause 5.1 Data sharing

The Contracting Authority’s requirements relating to data sharing must be described here. This could include specification of which data must be shared, in which format, whether data must be anonymised and who will be responsible for the costs associated with data sharing. For further information about data sharing, please refer to the guidance to SSA-F.

# Appendix 2: The Contractor’s specification of the Project

*This appendix must be filled in by the Contractor.*

# Appendix 3: Project and progress plan

*To be filled in by the Contractor based on the overall guidelines issued by the Contracting Authority.*

## Clause 1.4 Progress plan and delivery date

### Start-up

Select option:

[ ]  The Project shall commence on DD/MM/YYYY.

[ ]  The Project shall commence as soon as possible and no later than DD/MM/YYYY.

[ ]  Defined by the Contractor. If this option is selected, the Contractor must enter text:

### Timeframe for the Project

Select option:

[ ]  The Project will run until DD/MM/YYYY.

[ ]  Defined by the Contracting Authority. If this option is selected, the Contracting Authority must enter text:

### Partial deliveries

The following partial deliveries shall be delivered (please specify whether daily fines are assigned to the deadlines):

1. DD/MM/YYYY: [enter text]
2. DD/MM/YYYY: [enter text]
3. DD/MM/YYYY: [enter text]

### The Contractor’s progress plan

Should be included if it has been agreed that the Contractor will draw up a progress plan for its services.

### The Contracting Authority’s progress plan

Description of the Project and the Contracting Authority’s progress plan if the Contracting Authority’s activities are organised as a project. Please see the first comment above.

## Clause 3.2 Use of methods and quality assurance

Requirements and procedures for quality assurance may be included here.

## Clause 3.3 Participation

Further regulations for the implementation of participation may be included here.

# Appendix 4: Administrative Provisions

*Administrative provisions and other information of relevance to the Parties’ relationship. To be filled in by the Contractor based on the overall guidelines set down in the appendix by the Contracting Authority.*

## Clause 1.5 The Parties’ Representatives

### Authorised representative (individual or role)

The authorised representative must be specified, and this clause should not be deleted unless replaced by other equivalent text.

On behalf of the Contracting Authority: [*Enter the name/role and contact details of the authorised representative*]

On behalf of the Contractor: [*Enter the name/role and contact details of the authorised representative*]

## Clause 1.6 Key personnel

The Contractor’s key personnel in connection with the fulfilment of the Agreement must be specified here.

The Contractor’s key personnel:

|  |  |  |
| --- | --- | --- |
| **Name** | **Position/role** | **Percentage contribution** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## Clause 3.5 Mutual duty of information

Deadlines and procedures for meetings can be agreed here.

Deadline for convening meetings:

Procedures for conducting meetings:

## Clause 3.7 The Contractor’s use of subcontractors

The Contractor’s subcontractors that have been approved by the Contracting Authority must be specified here.

|  |  |
| --- | --- |
| Name | Category |
|  |  |
|  |  |
|  |  |

## Clause 3.8 The Contracting Authority’s use of third parties

The Contracting Authority’s third parties must be specified here.

|  |  |
| --- | --- |
| Name | Category |
|  |  |
|  |  |
|  |  |

## Clause 3.9 Pay and working conditions

Further details concerning the implementation of Clause 3.9 of the Agreement may be agreed here.

Applicable collective agreement and declaration of conformity:

# Appendix 5: Price and price provisions

*Overview of all price elements linked to the implementation of this Agreement. To be filled in by the Contractor based on the overall guidelines set down in the appendix by the Contracting Authority.*

## Clause 4.1 Payment

### A. Overview

All prices and further conditions relating to the payment to be paid by the Contracting Authority for the Contractor’s services must be specified in this Appendix. The total prices and total final payment must be specified here. As part of the basis for the total price, any special payment arrangements, discounts, advances, instalments and diverging payment dates must also be specified.

If the Parties agree different terms than what follows from the Agreement in relation to payment, the details must be specified in this Appendix.

### B. The Contractor’s hourly rates and other price models

The payment for the Project has been agreed as follows: (select the appropriate option)

[ ]  Fixed price

|  |  |  |
| --- | --- | --- |
|   | Amount  |   |
| Price for the Project  |   | excluding value-added tax   |
| VAT ……%  |   |   |
| Contract sum  |   | Including value-added tax  |

[ ]  Hourly rate

|  |  |  |
| --- | --- | --- |
|   | Amount  |   |
| Price per hour  |   | excluding value-added tax  |
| VAT ……%  |   |  |
| Price per hour  |   | including value-added tax  |
|  |  |  |

[ ]  Total budget for the Project

The following upper budget limit has been agreed for the Project:

Total price

|  |  |  |
| --- | --- | --- |
|   | Amount  |   |
| Total price   |   | excluding value-added tax |
| VAT … % |   |  |
| Total price  |   | including value-added tax |

### C. Expenses and travel expenses, etc.

In the event that expenses, including travel and subsistence expenses, will be covered, this must be specified here. If the rates differ from the Norwegian government’s rates, this must also be specified here.

In the event that travel time will be invoiced, this must be specified here. The rates must also be specified.

### D. Over-expenditure and notification

Terms relating to notifications of over-expenditure in relation to the agreed hours must be specified here. Any price reduction associated with such over-expenditure must also be specified here.

## Clause 4.2 Invoicing

Other provisions relating to the payment plan and terms of payment must be specified here. Any additional conditions relating to the use of electronic trade format (EHF) must also be specified here.

The Contracting Authority’s EHF address is: [Same as the organisation number]

The Contracting Authority’s EHF reference is: [Please enter the EHF reference]

The invoice must be marked with: [e.g. name, invoice reference]

## Clause 6.5.2 Liquidated damages in the event of delays

Other provisions relating to liquidated damages may be agreed here.

# Appendix 6: Changes to the general agreement text

|  |  |
| --- | --- |
| **Clause** | **To be replaced with** |
|  |  |
|  |  |
|  |  |

# Appendix 7: Amendments to the Agreement after the Agreement has been entered into

*Include any amendment agreements that may be agreed after the Agreement has been entered into.*

# Appendix 8: Data Processing Agreement

If the Parties enter into a Data Processing Agreement, this must be enclosed as Appendix 8. [Template Data Processing Agreement](https://anskaffelser.no/verktoy/maler/databehandleravtale-og-sjekkliste).