Framework Agreement for the provision of legal services ("the Framework Agreement")

case no. XXXX

between

 ...........

and

 XXXX
 ("the Supplier")

also individually and jointly referred to as "Party" or "Parties".

1. **SCOPE AND PURPOSE**

This Framework Agreement applies to consultancy services for consultancy in solid waste management delivery of trainings, advisory services, and network participation.

The Clean Oceans Through Clean Communities (CLOCC) project (2019-2022) is a Norwegian Agency for Development Cooperation (NORAD) funded project that is owned and managed by Avfall Norge and implemented in close cooperation with ISWA.

The CLOCC project aims to improve local waste management systems in selected, local regions through capacity building of selected, key participants by delivering trainings, development of local and international support networks, and access to finance for implementation in material recovery eco-systems. These actions are aimed to culminate into the development and implementation of local waste management plans (WMPs). The overall goal of the project is to achieve clean seas and oceans through sustainable waste management in communities locally.

The delivery will consist of training material preparations, participation, and delivery of trainings (including traveling and/or online delivery) and availability for mentoring of participants post training sessions (e.g. advisory role work). The trainings will be tailored to local needs but may typically cover a variety of topics.

This Framework Agreement sets out the award and ordering procedures for services that the Customer may request, the general terms and conditions for any call-off contract that the Customer may conclude, and the obligations of the Supplier during and after the term of this Framework Agreement.
2. DEFINITIONS

In this Framework Agreement, unless the context indicates otherwise:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call-off Contract</td>
<td>means a legally binding agreement for the provision of Services entered into between the Customer and the Supplier, comprising a Purchase Order, the Call-off Terms and Conditions and the Framework Agreement</td>
</tr>
<tr>
<td>Call-off Order</td>
<td>means an order for Services from the Customer to the Supplier in accordance with the ordering procedures</td>
</tr>
<tr>
<td>Call-off Terms and Conditions</td>
<td>means the terms and conditions set out in Appendix 1</td>
</tr>
<tr>
<td>Commencement Date</td>
<td>means the date when this Framework Agreement is signed by both Parties</td>
</tr>
<tr>
<td>Framework Agreement</td>
<td>means the text of this agreement and all its appendices</td>
</tr>
<tr>
<td>Purchase Order</td>
<td>means the template for orders in Appendix 1 together with further details of the specific Call-off Order</td>
</tr>
<tr>
<td>Services</td>
<td>means the consultancy services that are further specified in this Framework Agreement and in the individual Call-off Contract. The quality of services and expertise provided shall be the same as or better than those offered during the procurement process.</td>
</tr>
<tr>
<td>Term</td>
<td>means the period for which the Framework Agreement is valid, starting on the Commencement Date and ending four (4) years to the day later, or on an earlier date if the Framework Agreement is terminated before this, see clause 5 (Duration).</td>
</tr>
</tbody>
</table>

3. APPENDICES TO THE AGREEMENT

The Framework Agreement consists of the following appendices in addition to this agreement document:

- Appendix 1 Purchase Order template and Call-off Terms and Conditions
- Appendix 2 Prices - hourly rates or (if applicable) fixed price arrangements
- Appendix 3 Administrative provisions
- Appendix 4 Amendments to the wording of the Framework Agreement

4. NON-EXCLUSIVITY

The Supplier acknowledges that there is no obligation for the Customer to purchase any Services from the Supplier during the Term. The Supplier also acknowledges that, in entering into this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Customer for Services from the Supplier and that the Customer is at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services of the same or a similar type.
5. **DURATION**

The Framework Agreement takes effect on the Commencement Date and (unless it is otherwise terminated in accordance with the terms of this Framework Agreement or is otherwise lawfully terminated) continues for a period of two (2) years, expiring two years to the day later. The Customer maintains a possibility to extend the contract with two (2) additional years, but limited to one (1) year at a time. Therefore, the contract has a maximum period of four (4) years. The Customer will give notice two (2) months before the contract expires whether they wish to extend the contract.

Either of the Parties may terminate the Framework Agreement by giving 3 months’ written notice.

Call-off Contracts are not automatically terminated even if the Framework Agreement is terminated or expires. To avoid any doubt: all Call-off Contracts will remain in force unless and until they are terminated or expire in accordance with their own terms or unless the notice of termination for the Framework Agreement states that it is also to constitute notice of the termination of all Call-off Contracts between the Customer and the Supplier.

6. **AWARDS UNDER THE FRAMEWORK AGREEMENT – CALL-OFF CONTRACTS**

6.1 **CONTACT PRIOR TO AWARD OF CALL-OFF CONTRACT**

The Parties recognise that they need to be able to discuss and define an assignment before a Call-off Order is placed. The Customer shall not be invoiced for verbal discussions that take place before a Call-off Order is placed.

6.2 **ORDERING PROCEDURES**

The Customer may purchase Services from the Supplier by making a written order using the Purchase Order template set out in Appendix 1.

When a Call-off Order has been awarded under the Framework Agreement and the Supplier has accepted the assignment, the Parties enter into a Call-off Contract; this consists of a completed and signed Purchase Order and the Call-off Terms and Conditions.

The Parties acknowledge that it may be necessary for the Supplier to begin the provision of Services before all necessary documentation for a Call-off Contract has been finalised. In such cases the Customer shall send an email to the supplier with a short description of the Services requested, which the Supplier accepts by returning the email (including the original email with the order from the customer). The Parties shall in such cases do their utmost to finalise the Call-off Contract as soon as possible.

7. **CALL-OFF CONTRACT PERFORMANCE**

The Supplier shall perform all Call-off Contracts entered into with the Customer in accordance with:

- the requirements of this Framework Agreement; and
- the terms and conditions of the specific Call-off Contract.
In the event of and to the extent only of any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of a specific Call-off Contract, the terms and conditions of the Framework Agreement shall prevail.

8. **ETHICAL REQUIREMENTS**

The Supplier undertakes at all times to comply with applicable rules and regulations and general ethical guidelines, including but not limited to international and national provisions regarding corruption, human rights, working conditions (including the Norwegian Regulations relating to pay and working conditions in public contracts (FOR 2008-02-08 nr 112)), child labour and discrimination.

The Supplier shall not engage in or participate in activities that may be perceived as being in conflict with its role as a provider of services for the Customer. Among other things, the Supplier is responsible under the Framework Agreement for ensuring that the Supplier itself, its parent company, other affiliated companies and any other legal entity in which the said entities directly or indirectly have an ownership interest, do not seek to enter into contracts with the Customer, or seek funding that the Services were intended to facilitate by the conclusion of a contract and/or the establishment of a public funding arrangement. The same applies to (i) entities with a degree of common ownership with the Supplier exceeding 5% for each entity, (ii) any party that has a close relationship with the Supplier (family members or a person living in a marriage-like relationship with the Supplier) and (iii) any third party that is considered to have a decisive formal or informal influence on the Supplier or any of those mentioned under (i) or (ii) above.

The Supplier shall ensure that its own employees and employees of any subcontractors who play a direct part in meeting the Supplier’s obligations under this Framework Agreement do not have poorer pay and working conditions than those laid down in the current Norwegian collective wage agreement for the branch concerned. This applies to work carried out in Norway.

The Customer may require documentation that shows that the actual pay and working conditions are in line with the relevant collective wage agreement, such as a declaration from the Supplier or a third party, or other relevant documentation.

A breach of this provision constitutes a material breach of contract that entitles the Customer to terminate the Framework Agreement with immediate effect.

9. **PROVISION OF SERVICES – GENERAL RESPONSIBILITIES OF THE SUPPLIER**

The Supplier shall be responsible for:

- obtaining all licences, authorisations, consents or permits required in connection with the performance of this Framework Agreement and any Call-off Contract.
- the performance of all Services in accordance with applicable law and recognised standards.
- ensuring that it and all its personnel supplying the Services do so with all due skill, care and diligence and with the qualifications, skills and experience necessary for the proper and efficient supply of the Services.
• where relevant, ensuring that its own personnel and subcontractors comply with any and all regulations, and with any requirements made known to it concerning the conduct of its personnel at the Customer’s premises;
• establishing an organisational structure and technical systems that ensure that the duty of confidentiality is satisfactorily fulfilled;
• duly observing all statutory obligations relating to the processing and protection of personal data; and,
• notifying the Customer without undue delay if the Supplier considers that the Customer is failing to fulfill any of its obligations under the Framework Agreement.

10. INTERNATIONAL NETWORK AND SUBCONTRACTORS
Any use of subcontractors or changes in the subcontractors used by the Supplier shall be approved by the Customer. The need for national experts, junior consultants, or specific sector and/or methods expertise of relevance for each call-off beyond the resource pool offered can be added to the team in relation to specific consultancy services when specified by the Customer. The Customer shall approve subcontracting of any additional personnel, including salary levels. The salary levels shall not be higher than salary levels in the framework agreement. Such approval shall not be unreasonably withheld. Each Party shall be responsible to the other Party for Services provided by its international network or any subcontractor in the same way as if the Services had been provided by the relevant Party itself.

11. PAYMENT AND PAYMENT TERMS
11.1 PAYMENT
Unless otherwise agreed in a specific Call-off Contract, the Services provided shall be remunerated according to the Call-off Terms and Conditions set out in Appendix 1 and the hourly rates given in Appendix 2 for the relevant personnel categories.

All prices are given in Norwegian kroner (NOK) exclusive of VAT, but including any other duty or tax.

11.2 PAYMENT TERMS
Payment terms shall be as set out in the Call-off Terms and Conditions in Appendix 1.

11.3 PRICE ADJUSTMENTS
The prices in Appendix 2 may be adjusted:

a) To the extent rules or resolutions pertaining to indirect taxes are amended in a way that affects the consideration or costs of the supplier.
b) For prices given and agreed, at the beginning of each calendar year and at the earliest at the beginning of 2021, limited to the increase in the Harmonised Index of Consumer Prices (HICP)\(^1\), in Norway compiled by Statistics Norway, with the reference value being the index value for the month in which the Framework Agreement was concluded.

\(^1\) [https://www.ssb.no/en/hkpi](https://www.ssb.no/en/hkpi)
12. INTELLECTUAL PROPERTY RIGHTS
The right of ownership, copyright and all other relevant rights, including all other relevant intellectual property rights, associated with the outcome of the Services provided by the Supplier under each Call-off Contract shall accrue to the Customer when payment has been made, unless otherwise agreed in the relevant Call-off Contract, and subject to any limitations laid down by mandatory law.

These rights also include the right to alteration and the right to further assignment, cf. section 39b of the Act of 12 May 1961 No. 2 relating to copyright in literary, scientific and artistic works, etc. (the Copyright Act).

The Supplier retains the rights to its own tools and methods. The Customer shall however, at no additional cost, have the right to use these tools and methods to the extent necessary to retain access to and be able to use the outcomes of the Services provided by the Supplier under each Call-off Contract and to which the Customer has the right of ownership after the expiry of the relevant Call-off Contract. Both Parties may utilise general know-how that they have accumulated in connection with the assignment, provided that such know-how is not confidential. Background materials - such as sources and previous versions, as well as formally referenced publications, — retain their previous status and cannot be claimed by any of the parties. The Consultant shall hold the Client harmless with respect to any claims from third parties claiming to have intellectual property rights to the whole or parts of the Results.

13. LIABILITY FOR DAMAGES
The general conditions for compensation must be fulfilled before any liability for damages arises.

The Parties are liable for direct damages arising out of or relating to the performance or non-performance of their respective obligations under this Framework Agreement and any Call-off Contract, including any performance or non-performance by a subcontractor engaged by the relevant Party

A Party is not liable for indirect damages, including, but not limited to, loss of profits or other indirect damages. The total compensation during the Term of this Framework Agreement is limited to 10 million NOK, excluding VAT. These limitations do not apply if the Party that has failed to fulfil the contract has acted with gross negligence or intent.

14. INSURANCE
The Supplier shall hold insurance policies that are sufficient, within the framework of ordinary insurance terms and conditions, to meet any such claim from the Customer as may arise on the basis of the risks and responsibilities assumed by the Supplier. This obligation shall be deemed to be met if the Supplier takes out third party and business insurance on terms and conditions that are deemed to be ordinary within the Norwegian insurance industry (there is no requirement to have insurance of types that are not generally available on the Norwegian market).
15. **FORCE MAJEURE**

Should an extraordinary situation outside the control of the Parties arise that makes it impossible to for one Party to meet its obligations under this Framework Agreement, the other Party shall be notified of this as soon as possible. The obligations of the affected Party shall be suspended for as long as the extraordinary situation prevails. The corresponding obligations of the other Party shall be suspended for the same period.

In force majeure situations, the other Party may only terminate the Framework Agreement and/or the Call-off Contract with the consent of the affected Party, or if the situation prevails or is expected to prevail for more than ninety (90) calendar days from the date on which such situation arose, and in such cases only if fifteen (15) calendar days’ notice is provided.

16. **MANAGEMENT OF THE FRAMEWORK AGREEMENT – REPRESENTATIVES**

Each of the Parties shall assign a representative with relevant qualifications to manage the Framework Agreement. The Parties’ representatives shall hold one (1) meeting a year to go through the awards of Call-off Contracts and review how the Framework Agreement is functioning in practice, and to discuss possible improvements. The Customer shall schedule the meeting, which shall be held online.

One Party may on no less than three (3) working days’ notice request a meeting online with the other Party to discuss their contractual relationship, and services to be delivered under the framework agreement.

The Parties’ representatives and their details are listed in Appendix 3.

17. **REPORTING**

Every six (6) months during the Term of the contract, the Supplier shall report to the Customer's representative, see Appendix 3, listing all Call-off Orders awarded to the Supplier by the Customer during the previous six (6) months. The report shall as a minimum include the following:

- a short summary of the Services provided, including Call-off Contract periods;
- payment;
- representatives.

The Customer may within reason require the report to be systematised to reflect the Customer's internal and external reporting requirements.

18. **PUBLICITY**

The Supplier shall not publish any press announcements on this Framework Agreement or any Call-off Contract or the documents themselves without the Customer's prior written consent.

19. **TRANSFER OF RIGHTS AND OBLIGATIONS**

The Customer may transfer its rights and obligations under this Framework Agreement to another public body.
The Supplier may only transfer its rights and obligations under a Call-off Contract with the written consent of the Customer. This provision applies only to the extent that the Customer considers it to be in accordance with the public procurement legislation.

20. **BANKRUPTCY, COMPOSITION WITH CREDITORS, ETC.**

In the event of debt rescheduling proceedings, composition with creditors, bankruptcy, or any other form of creditor intervention in respect of the Supplier's business, the Customer shall be entitled to terminate a Call-off Contract for breach with immediate effect, unless otherwise stated by mandatory law.

21. **AMENDMENTS AND ADDITIONS**

No amendments or additions may be made to the terms and conditions of this Framework Agreement unless the Customer and the Supplier agree to this in writing. Any amendments and/or additions shall be signed by authorised representatives of the parties.

22. **DISPUTES**

22.1 **CHOICE OF LAW**

The rights and obligations of the Parties under this Framework Agreement shall in their entirety be governed by Norwegian law.

Should a dispute arise between the Parties as to the interpretation or the legal effects of the Framework Agreement, the Parties shall first seek to resolve the dispute through negotiations. If the negotiations are not successful within ten (10) working days, or a different period agreed by the Parties, either Party may request that the dispute be submitted to mediation.

22.2 **MEDIATION**

If a dispute related to this Framework Agreement has not been resolved through negotiations, the Parties may attempt to resolve it through mediation.

The Parties may elect to adopt the rules of the Norwegian Bar Association for mediation by a lawyer, modified if applicable to suit the preferences of the Parties. The Parties should agree on a mediator with such qualifications as the Parties consider to be most appropriate given the nature of the dispute.

The exact approach to mediation will be determined by the mediator in consultation with the Parties.

22.3 **LITIGATION OR ARBITRATION**

If a dispute is not resolved through negotiations or mediation, either Party may require it to be resolved with final effect before a Norwegian court of law.

The venue shall be the registered address of the Customer.

The Parties may alternatively agree that the dispute shall be resolved with final effect through arbitration in Norway pursuant to the Act of 14 May 2004 No. 25 relating to Arbitration (the Arbitration Act).

***
This agreement consists of two originals, one for each Party.

[Customer]
Date and place: ____________

[Supplier]
Date and place: ____________

____________________________________  ______________________________________
Name:  Name:
Title:  Title:
APPENDIX 1: PURCHASE ORDER TEMPLATE

PURCHASE ORDER FOR CALL-OFF CONTRACTS UNDER THE FRAMEWORK AGREEMENT

<This Purchase Order template, with terms and conditions incorporated, shall be used for all awards of Call-off Orders under the Framework Agreement.>

This Purchase Order is issued in accordance with the provisions of the Framework Agreement. The supplier agrees to supply the Services specified below subject to the terms of, this Call-off Contract, which consists of the Call-off Terms and Conditions and the terms incorporated into this Purchase Order.

Document archive

<table>
<thead>
<tr>
<th>Operator</th>
<th>Filing</th>
<th>File/case number</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Customer]</td>
<td>Award of call-off contract</td>
<td>XXXXX</td>
</tr>
</tbody>
</table>

PROVISION OF SERVICES UNDER THE FRAMEWORK AGREEMENT

This Call-off Contract has been concluded between [Customer] (“the Customer”) and [Supplier] (“the Supplier”).

<table>
<thead>
<tr>
<th>1. Description of the Services requested (including place of delivery if applicable)</th>
<th>&lt;insert&gt;</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2. Time-frame and relevant milestones (including start-up and completion dates, if applicable)</th>
<th>&lt;insert&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Example: An initial draft opinion is requested within three days from following this Call-Off order. A final version is expected the day after Client has provided its comments to the draft unless otherwise agreed.]</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Names of Supplier personnel/key personnel to be involved in providing the Services, including their CVs</th>
<th>&lt;insert&gt;</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>4. Subcontractor(s) and their personnel to be involved in providing the Services</th>
<th>&lt;insert the names of the subcontractors that the Supplier will use to provide the Services&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Comment: As in 3]</td>
<td></td>
</tr>
</tbody>
</table>
5. Prices, currency and cost estimates/cost limits

<Insert the hourly rates for the consultants providing the Services (must correspond to the rates stated in Appendix 2 of the Framework Agreement), and any cost estimates or fixed prices>

<table>
<thead>
<tr>
<th>Customer contact details</th>
<th>Supplier contact details:</th>
</tr>
</thead>
</table>

6. Contact details for follow-up and correspondence (all written correspondence concerning this Call-off Contract shall be addressed as follows)

<The person or persons responsible for day-to-day follow-up must be agreed separately in each call-off contract, and the name(s) must be included in the purchase order.>

<table>
<thead>
<tr>
<th>Customer contact details</th>
<th>Supplier contact details:</th>
</tr>
</thead>
</table>

7. Invoice address

<table>
<thead>
<tr>
<th>Name:</th>
<th>Position:</th>
<th>Address:</th>
<th>Sign.</th>
</tr>
</thead>
</table>

8. Signature and approval

By signing and returning this Purchase Order, the Supplier agrees to enter a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Call-off Terms and Conditions and the completed Purchase Order, and by signing below agree to be bound by the terms of this Call-off Contract.

Two copies of this Purchase Order for the award of a Call-off Contract under the Framework Agreement are to be signed, one for each Party.

<table>
<thead>
<tr>
<th>Place and date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>For and on behalf of the Customer</th>
<th>For and on behalf of the Supplier</th>
</tr>
</thead>
</table>
CALL- OFF TERMS AND CONDITIONS

The following terms and conditions apply when the Customer awards a Call-off Order and enters into a Call-off Contract with the Supplier under the Framework Agreement for provision of consultancy services.

1. **Provision of Services**
The Supplier shall provide the Services under each Call-off Contract in accordance with the scope outlined in the purchase order and the terms and conditions set out in the Framework Agreement.

2. **Duration**
The Services under a Call-off Contract shall be started and completed in accordance with the time frame and any progress plan set out in the Purchase Order.

3. **Representatives of the Parties**
When a Call-off Contract is concluded, each of the Parties shall appoint a representative who is authorised to act on their behalf in matters relating to the Call-off Contract. The names of these representatives shall be specified in the Purchase Order.

4. **Specified personnel**
Each time a Call-off Contract is awarded, the Supplier shall use agreed personnel to provide the Services. The names of such personnel shall be stated in the Purchase Order. The Customer may in subsequent Call-off Contracts require that the same personnel are used to provide the Services. If the Supplier wishes to use others of its personnel, the Customer shall be given an opportunity to assess and approve their qualifications. The Customer shall not unreasonably delay or withhold its consent to the replacement of any relevant personnel by the Supplier or a subcontractor.

If the specified personnel are unable to provide the Services, the Supplier shall notify the Customer immediately.

The Customer may require the Supplier to remove any personnel that the Customer considers in any respect unsatisfactory, including any subcontractor’s personnel. The Customer shall not be liable for the cost of replacing any personnel.

5. **Changes**
Changes or additions to the agreed Services under a Call-off Contract shall be agreed in writing.

6. **Suspension and cancellation**
The Customer may by giving written notice cancel or temporarily suspend the provision of the Services.

In such cases, the Customer shall reimburse the Supplier for documented costs that have been incurred and the amount outstanding for work already done by the Supplier.

7. **The duties of the Parties**

   a. **The duties of the Supplier**
The Services shall be completed in accordance with the Call-off Contract, and shall be rendered efficiently, appropriately and to a high professional standard as recognised by professional consultants within the relevant market for such services.

   The Supplier shall cooperate faithfully with the customer and in the best interests of the Customer.

   Requests from the Customer shall be replied to without undue delay.

   The Supplier shall, without undue delay, give notice of circumstances that the Supplier understands, or should understand, may be of relevance to the completion of the Services, including any expected delays.

   b. **The duties of the Customer**
The Customer shall contribute to the completion of the services in good faith.

   Requests from the Supplier shall be replied to without undue delay.

   The Customer shall, without undue delay, give notice of circumstances that the Customer understands, or should understand, may be of relevance to the completion of the Services, including any expected delays.

8. **Meetings**
One Party may at no less than three (3) working days’ notice request a meeting with the other Party.
Risks and responsibilities relating to communication and documentation

Both Parties shall ensure the proper transmission, storage and backup of documents and other materials of relevance to the Services, irrespective of their format, including emails and other electronically stored materials.

The Supplier assumes all risks relating to, and full responsibility for, all materials, irrespective of their format, that are damaged or destroyed whilst under the control of the Supplier.

8. Duty of confidentiality

Information that the Parties have access to connection with a Call-off Contract and the implementation of Call-off Contracts shall be kept confidential, and shall not be disclosed to any third party by one of the Parties without the consent of the other Party.

The scope of the duty of confidentiality under this provision shall not go beyond that laid down by the Act of 10 February 1967 relating to procedure in cases concerning the public administration (the Public Administration Act) or corresponding sector-specific regulation.

The duty of confidentiality under this provision does not preclude the disclosure of information if such disclosure is demanded under acts or regulations, including any disclosure or right of access under the Act of 19 May 2006 relating to the right of access to documents held by public authorities and public undertakings (the Freedom of Information Act). The other Party shall if possible be notified prior to the disclosure of such information.

The duty of confidentiality does not preclude information from being used when there is no legitimate interest in keeping it confidential, for example when it is in the public domain or is accessible to the public elsewhere.

The Parties shall take all necessary precautions to prevent unauthorised persons from gaining access to, or knowledge of, confidential information.

The Parties may only transmit confidential information to subcontractors and third parties to the extent necessary to implement the Call-off Contract, and provided that such persons are made subject to a duty of confidentiality corresponding to that stipulated in the present clause.

The duty of confidentiality continues to apply after the Call-off Contract has been completed. Employees and others who resign from their positions with one of the Parties shall also be subject to a duty of confidentiality as regards the matters mentioned above after their resignation.

9. Payment and terms of payment

Pricing models and estimates

For each Call-off Order, the Supplier shall provide an estimate of the expected number of hours to be used in providing the required Services. The Supplier shall report regularly to the Customer on the progress of the work (including the proportion of the work completed and the estimated amount remaining) and the costs that have accrued, and in any case when 75% of the estimated costs have accrued.

The Customer may, when it is considered appropriate, request a fixed total price for all or parts of a Call-off Order.

Payment

When the Supplier provides Services under a specific Call-off Contract, the hourly rates specified in Appendix 2 to the Framework Agreement shall apply to the relevant personnel categories.

The Supplier is only entitled to payment for time actually worked. The Supplier is not entitled to additional payment beyond the agreed hourly rates for additional hours or for work outside normal office hours. The personnel's daily lunch break shall not be invoiced. The Customer shall not be invoiced for discussions or advice that take place before an order is placed.

Local travel and travel time to and from the premises where the work takes place shall not be invoiced, unless otherwise agreed in the Call-off Order.
For other travel required by or otherwise agreed in advance with the Customer, documented travel and accommodation expenses will be reimbursed. Travel cost will be covered on a full cost recovery basis for economy class flights and accommodation of moderate standard. Any upgrades must be covered from the supplier’s fees. The travel and accommodation options chosen shall be as efficient as possible and minimise costs for the Customer. The Supplier is not entitled to any allowances. The Customer may instruct the Supplier to use specific travel and accommodation options. All estimated travel costs shall be specified in the Purchase Order.

The Customer may require the Supplier to submit a fixed price offer for all expenditure for a specific journey, including but not limited to payment for Services provided, travel expenses (tickets etc.) and accommodation.

Other expenditure will only be reimbursed to the extent agreed.

Invoicing
Payment shall be made within twenty-one (21) calendar days of the invoice date. No invoice fee will be accepted.

Services shall be invoiced monthly in arrears. Invoices shall be itemised and include detailed time sheets. Time sheets shall be subject to approval by the Customer before payment. Other costs and expenses shall be specified separately.

If a fixed total price has been agreed, an invoice may be sent after the Services have been completed.

When the Customer has made arrangements for this, invoices, credit notes and reminders submitted by the Supplier shall comply with the Norwegian Electronic commerce format (EHF) standard for e-invoicing and the general terms and conditions that were laid down when the use of EHF documents was introduced.

Late payment interest
If the Customer fails to make payment by the agreed time, the Supplier is entitled to claim interest on any overdue amount, pursuant to the Act of 17 December 1976 No. 100 relating to interest on overdue payments, etc. (the Late Payment Interest Act).

Price adjustments
Price adjustments shall be in accordance with the terms and conditions set out in the Framework Agreement.

10. Breach of contract
There is a breach of contract if one of the Parties fails to perform its obligations under the Call-off Contract, and this is not caused by circumstances relating to the other Party or by force majeure.

Notification obligation
If one of the Parties is unable to perform its duties as agreed, it shall give the other Party written notice of this as soon as possible. The notice shall specify the reason for the problem and, to the extent possible, when the Services can be provided. A corresponding obligation applies if additional delays are to be expected after the first notice has been given.

11. Remedies for breach of contract
Withholding payment or Services
In the event of breach of contract on the part of the Supplier, the Customer may withhold payment, although the amount withheld shall not be obviously higher than what is necessary to safeguard the Customer’s claim resulting from the breach of contract. The Supplier may not suspend the provision of Services as the result of breach of contract on the part of the Customer, unless such breach is material.

Price reduction
If the Supplier, despite repeated attempts, does not succeed in remedying a defect, the Customer may claim a proportional reduction in the contract price. The price reduction compensates for the reduced value of the Services provided, and is independent of any damages.

Termination
If there is a material breach of contract by one Party, the other Party may, after having given the defaulting Party written notice and granted it a deadline for
remedying the situation, terminate all or part of the Call-off Contract for breach with immediate effect.

If the breach of contract is of such a nature that the Customer enjoys little or no benefit from the services rendered, the Customer may require the repayment of payment already received by the Supplier for hours worked and any expenses under the Call-off Contract.

12. **Disputes**
Disputes shall be resolved in accordance with the general terms and conditions set out in the Framework Agreement.
APPENDIX 2: PRICES - HOURLY RATES

< Appendix 2 lists the hourly rates to be used as a basis for calculating the payment to be made by the Customer for the Services provided by the Supplier.>

<table>
<thead>
<tr>
<th>Category</th>
<th>Name of consultant</th>
<th>Hourly rate (NOK)</th>
</tr>
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APPENDIX 3: ADMINISTRATIVE PROVISIONS

Framework Agreement clause 16 (Management of the Framework Agreement – representatives of the Parties)

On behalf of the Customer:

Name:
Position:
Phone no.:
Email:

On behalf of the Supplier:

Name:
Position:
Phone no.:
Email:
APPENDIX 4: AMENDMENTS TO THE WORDING OF THE FRAMEWORK AGREEMENT

<Amendments to the wording of the Framework Agreement shall be set out in this appendix, unless its wording refers such amendments to a different appendix.

Amendments to this appendix will prevail over the wording of the Framework Agreement, provided that it is clearly and unequivocally specified which sections or sections have been amended, replaced or supplemented.>

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<th>Clause</th>
<th>To be replaced by the following wording/text:</th>
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