



Invitation to tender, below the national threshold value for the purchase of the procurement:

**“Digital platforms – new ways of organizing work and novel opportunities for economic growth and innovation”.**

## Content

|     |                                           |    |
|-----|-------------------------------------------|----|
| 1   | Introduction .....                        | 3  |
| 1.1 | The Buyer.....                            | 3  |
| 1.2 | Background .....                          | 3  |
| 1.3 | The Initiative .....                      | 3  |
| 2   | The Procurement objective and scope ..... | 4  |
| 2.1 | Analysis .....                            | 4  |
|     | The procurement has three tasks: .....    | 5  |
| 2.2 | Deliverables .....                        | 6  |
| 2.3 | Project duration and process.....         | 6  |
| 2.4 | Context .....                             | 7  |
| 2.5 | Team profile.....                         | 7  |
| 3   | Procurement value and terms.....          | 7  |
| 4   | Type of Contract and duration .....       | 8  |
| 5   | Administrative provisions .....           | 8  |
| 5.1 | Tendering procedure .....                 | 8  |
| 5.2 | Contact details .....                     | 8  |
| 5.3 | The Tender Documents .....                | 8  |
| 5.4 | Deadline and delivery.....                | 9  |
| 5.5 | Tender validity date .....                | 9  |
| 5.6 | Cancellation .....                        | 9  |
| 6   | Award criteria and evaluation .....       | 10 |
|     | Appendices .....                          | 11 |

## **1 Introduction**

### **1.1 The Buyer**

Nordic Innovation is an organisation under the **Nordic Council of Ministers** working to promote cross-border trade and innovation, located in Oslo. The **Nordic Council of Ministers** is the official inter-governmental body for cooperation in the Nordic region. With 26 million inhabitants in the Nordic region, Nordic Co-operation is one of the most comprehensive regional partnerships anywhere in the world.

Nordic Innovation is a vital instrument for the Nordic ministers of business, energy and regional policies. Its mandate is to contribute to making the Nordics a leading region for sustainable growth and to increase entrepreneurship, innovation and competitiveness in the Nordic region. Nordic Innovation supports projects and programmes to stimulate innovation and works to improve the framework conditions for Nordic markets and exports.

For further information, please refer to the following webpages:

Nordic Innovation - <http://www.nordicinnovation.org>

Nordic Council of Ministers – <http://www.norden.org>

### **1.2 Background**

**The Nordic countries** are known for being front runners when it comes to digitalisation compared to other OECD-countries, especially in digitalisation of the public sector. Governments in the Nordic countries have until now aimed at making digitalisation: Work for all – meaning that all citizens should benefit from the gains from digitalisation. These objectives are pursued through developing competences, creating an attractive growth environment, making sure that regulation will be innovation friendly and by political commitment to make progress in digitalization.

**Digital platforms and the platform economy** represent new ways of organizing labour and novel opportunities for economic growth. For example; these platforms make it easier for companies/industry (especially small and medium sized companies) to access knowledge-intensive services. The platform economy provides new and flexible ways of employment e.g. combining employment and self-employment. It also contributes to better resource utilization.

The Nordic region is in the forefront of technological development, but new ways of organising work by using platforms are being used to a limited extent because they violate existing regulations and perceptions of how work should be organized. This new window of opportunity should be explored further and taken advantage of. Authorities and labour organizations therefore need to look at how new forms of organising work can be facilitated and promoted.

### **1.3 The Initiative**

At Nordic Innovation we build our work on a joint four-year [Nordic co-operation programme](#) for business and innovation policy, where digitalisation and new green business models (e.g. sharing and platform economy) have a strong priority.

Currently we are developing an initiative on the platform economy. The **overall objective** (see Appendix C) is that the platform economy will contribute to making the Nordic region a leading region for sustainable growth, and increase entrepreneurship, innovation and competitiveness in the Nordic region, which is also the main purpose of Nordic Innovation. All Nordic Innovation initiatives

are linked to the UN Sustainable Development Goals (SDGs). For this initiative, SDG 8, 12, 13 are relevant.

In a **long-term perspective** this initiative should contribute to:

- A labour market designed for new digital and green business models, while maintaining the Nordic welfare model.
- Growth in companies and volume.

In a **short-term perspective** the main output of the initiative should be to:

- Provide an overview of opportunities and identify obstacles to growth in the platform economy.
- Develop a knowledge base for new ways of organising knowledge-based work, including new roles and functions which protects the interest of the employee and employer.
- Common Nordic framework conditions and a “code of ethics” which will give input to digitalisation strategies on a Nordic and national level.

## **2 The Procurement objective and scope**

To fulfil the aim of the initiative described in chapter one, Nordic Innovation, in collaboration with the Federation of Norwegian Professional Associations, The Danish Confederation of Professional Associations, Confederation of Unions for the professional and Managerial Staff (Akava) Finland, The Swedish Association of Graduate Engineers (Saco) and Icelandic Confederation of University Graduates (BHM) (hereafter; the five national Federations of Professional Associations in the Nordic countries) is seeking a consultant to conduct the following assignment:

### **2.1 Analysis**

**The aim of the analysis** is to identify bottlenecks, possible solutions and opportunities for growth and innovation about new ways of organising work using digital platforms. The analysis should cover all five Nordic countries.

The findings will be used in a dialogue between national authorities, employer and employee organisations/labour organisations to speed up the development of the platform economy.

### **Hypothesis**

There has been a growth in the platform economy in all Nordic countries. However, there are obstacles limiting growth and thus limiting the development of new innovative services, the creation of new businesses and the development of new market opportunities. There is a need to define success criteria and to stimulate developments to make growth happen.

**The procurement has three tasks:****A. Phase 1 analysis**

Facts and figures: Conduct an analysis to identify bottlenecks, possible solutions, potential and opportunities for the platform economy in each of the Nordic countries, with a specific focus on the role of the knowledge-intensive labour market/learning workers. The background analysis (statistics about e.g. size, structure and actors) and fact-finding should be based on existing research.

**Definitions**

Sharing/platform economy could be defined as to fulfil the following three criteria<sup>1</sup>:

- The transaction should cover a service based on goods or competence. Transactions of owner rights are not included.
- A digital platform (app) is a vital part of the service, as an intermediate between buyer and seller, and/or as part of the quality of the service.
- The initiative is established to carry out the service in the first bullet with the help of the technology of the second bullet.

Knowledge-worker/learning workers in knowledge intensive platforms: Defined by level of education and work experience.

**For the analysis the following areas/topics are of interest (but not exclusive):**

- Employment status – divided in three different categories:
  - Wage earner/salaried employee
  - Self-employed
  - Freelancer
- Mobility
- Education
- Age and gender
- Business
- Income
- Geography
- Future labour markets

**B. Phase 2 analyses**

Interviews and workshop: Organise a workshop with representatives from national authorities, employee and employer organisations and businesses representing the platform economy to discuss bottlenecks and opportunities for growth and innovation in the platform economy. The workshop should provide vital input to the final report, and give stakeholders the opportunity to be active participants in the process, and it may also provide an opportunity for conducting interviews with individual participants. The workshop should be developed and planned in cooperation with Nordic Innovation and the five national Federations of Professional Associations.

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<sup>1</sup> Skjelvik J.M, Erlandsen A.M and Haavardsholm O. "Environmental impacts and potential of the sharing economy" 2017. <http://norden.diva-portal.org/smash/get/diva2:1145502/FULLTEXT01.pdf>

### **C. Report including recommendations**

A final report based on the quantitative analysis and the input from the workshop and interviews. The report will serve as basis for a high-level conference during spring 2019. Please note that the conference is not part of this procurement.

#### **Examples of previous studies and research**

Several analyses exist of the sharing/platform economy on a national and Nordic level has already been conducted e.g.:

- Dølvik, Jon Erik and Jesnes, Kristin, 2017 ["Nordic labour markets and the sharing economy: – Report from a pilot project"](#).
- Skjelvik, John Magne; Erlandsen, Anne Maren and Haavardsholm, Oscar, 2017 [«Environmental impacts and the potential of the sharing economy»](#).
- Felländer, Anna; Ingram, Claire; Teigland, Robin, 2015 ["The sharing economy – Embracing change with caution"](#)
- Ilsøe, Anna and Madsen W. Louise, 2018 ["Industrial Relations and Social Dialogue in the Age of Collabo-rative economy"](#).

**Target group** – National and Nordic authorities, platform businesses, labour organisations.

#### **2.2 Deliverables**

The work of the Supplier will be overseen by representatives from Nordic Innovation and the five national Federations of Professional Associations in the Nordic countries. The Supplier must work closely and effectively with all kinds of partners in the project and is expected to share draft reports and analysis with the Buyer during the process.

The finished material should include at least (but not restricted to) the elements below and be in a "ready-to-use" format.

- Inception report with a detailed methodological proposal for the study, including a proposed timetable.
- A final report including recommendations (maximum 50 pages (not including attachments), written in English). The format will be decided in agreement with the Supplier. The executive summary should be written in English in addition to one of the Scandinavian language (Danish, Norwegian or Swedish).
- A presentation of the report with conclusions (in both pdf and ppt).
- Arrange workshop based on task B.

The report will form the basis for a high-level conference in the beginning of 2019.

#### **2.3 Project duration and process**

The Buyer anticipates the duration of the procurement to be approximately 80 days' work, including briefings, travelling, workshop, report writing, presentation, and follow-up.

The Supplier and the Buyer will agree on the specific process and deadline(s) for each deliverable task, but please see the preliminary timetable below. However, please note that the assignment must be finalised by 1 February 2019.

**Preliminary timetable**

**12 June 2018** – Tender deadline

**Week 24 2018** – Evaluation of tender proposals

**Week 25/26 2018** – After the evaluation of the tender proposals, the three Bidders with the highest score will be invited to present their tenders in Oslo for Nordic Innovation and the five national Federations of Professional Associations in the Nordic countries.

This selection will be made by Nordic Innovation and the five national Federations of Professional Associations in the Nordic countries and based on the award criteria in chapter 6. The three chosen Bidders will receive further information in writing during week 25/26.

**Week 26 2018** – Decision letters sent to all applicants

**August 2018** – Contract and kick-off meeting.

**August 2018** – Inception report.

**October 2018** – Interviews and workshop.

**November 2018** – First draft presented.

**January 2019** – Final report and presentation material ready.

The Supplier is expected to travel to meet stakeholders in the Nordic countries as part of the project and budget.

**2.4 Context**

Nordic Innovation is working in a complex context with political processes and stakeholders in 5 countries. Sometimes plans need to be adjusted and it is necessary that the Supplier is:

- Flexible to adjust and revise plans if needed
- Flexible regarding progress / implementation of the task in the interaction with the Buyer, for example regarding delays and adjustment in time plan.

**2.5 Team profile**

Nordic Innovation and the five national Federations of Professional Associations in the Nordic countries are looking for a consultant(s) with previous experience in conducting analysis with focus on growth and innovation. The Supplier should have proven experience in relevant fields, documented reporting and communication (facilitation/working closely with stakeholders) skills. An understanding of Nordic co-operation and one of the Scandinavian languages (Danish, Norwegian or Swedish) is an advantage.

**3 Procurement value and terms**

The Supplier should present a budget (excluding VAT) proposal in accordance with the award criteria. Including briefings, travelling, workshop, report writing, presentation, and follow-up.

The Supplier should price different elements in the Tender – according to the content elements described earlier. The price of the elements should be representative for the Contract. The Supplier should also provide a price per day for the Contract.

#### **4 Type of Contract and duration**

The Contract will be based upon the attached contract template (please see Appendix A). By delivering a Tender it is assumed that the conditions of the Contract are accepted. Considerable deviations from the Contract will not be accepted.

By participating in this competition, the Supplier commits to treat all information as confidential which is found in, or related to, this Tender Document and/or acquired throughout the entire procurement

#### **5 Administrative provisions**

##### **5.1 Tendering procedure**

This procurement process will be conducted in accordance with the Norwegian Act on public procurement of 17 June 2017 (LOA) and the Regulations for public procurement (FOA) of 2016-08-12-974. part I.

The Supplier is strongly encouraged to follow the instructions contained in this Tender Document, including attachments, and to pose possible questions per e-mail to the contact persons indicated in chapter 5.2.

##### **5.2 Contact details**

Communication regarding this procurement shall be written format and sent by e-mail to both of the following two contacts:

|                 |                              |
|-----------------|------------------------------|
| Contact person: | Elisabeth C. Smith           |
| Position:       | Senior Innovation Adviser    |
| E-mail address: | e.smith@nordicinnovation.org |

|                 |                              |
|-----------------|------------------------------|
| Contact person: | Nina Egeli                   |
| Position:       | Senior Innovation Adviser    |
| E-mail address: | n.egeli@nordicinnovation.org |

##### **5.3 The Tender Documents**

Tenders shall be structured in the following way:

A Tender Document of up to 10 pages. The Tender Document should be structured to address the award criteria (please see chapter 6). The Tender Document should be in pdf-format and signed by a person authorized to sign on behalf of the Supplier.

The selected Supplier will be required to provide the following:

- Tax certificate for value added tax and tax certificate for regular taxes, not older than 6 months counted from the Tender due date (purchases involving public funds are supposed to be spent on companies that do follow the national tax regulations, so this documentation shall prove the appropriateness of the company).

- HES-self declaration (the attached template in Appendix B may be used for this).

#### **5.4 Deadline and delivery**

The Tender must be received by the Buyer no later than **12 June 2018 at 14.00 CET**.

The Tender shall be delivered by e-mail to [info@nordicinnovation.org](mailto:info@nordicinnovation.org), and labelled with:

**"Digital platforms – new ways of organizing work and novel opportunities for economic growth and innovation".**

The Tender deadline is absolute. Tender received after the Tender deadline will be rejected. The Supplier carries the risk of errors or delays in the submission/ sending of the Tender.

#### **5.5 Tender validity date**

The Tender shall be valid for a minimum of 90 days as from the Tender deadline.

#### **5.6 Cancellation**

The buyer reserves the right to cancel the competition.

## 6 Award criteria and evaluation

The Contract will be awarded to the Supplier who offers the most economically advantageous Tender based on the award criteria listed below.

| Award criteria                                                                                                                              | Documentation and examples of aspects in the assessment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Weight |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Expected <b>quality</b> of the delivery, the methods.                                                                                       | <p>The Supplier's understanding of the task and proposed approach, hereunder:</p> <ul style="list-style-type: none"> <li>• Thoroughness</li> <li>• Suggested methodology</li> <li>• Ease to communicate / understand</li> </ul> <p>Please also describe the way the work will be organised (distribution of roles).</p> <p>To be included in the Tender:</p> <ul style="list-style-type: none"> <li>• A plan for how the supplier intends to solve the assignment, including method/model of analysis, and method of gathering data and information (including source of data).</li> <li>• Examples of evaluation questions to the objective of the analysis.</li> <li>• Time and activity schedule.</li> </ul> | 45 %   |
| <p>The <b>competence</b> of the designated team, in assessing research and innovation programmes – breadth and depth.</p> <p>Experience</p> | <p>The Supplier's overview and experience of relevance for solving the task in a satisfactory way.</p> <p>To be included in the Tender:</p> <ul style="list-style-type: none"> <li>• The offered Suppliers' educational / professional background (very brief – no full cv, max 10 lines for each consultant) and the offered Suppliers experience with:</li> <li>• At least one example of similar assignments within the last 3 years</li> <li>• Facilitation/working closely with stakeholders (beyond the Buyer)</li> <li>• Work in a Nordic or international context</li> <li>• Three references</li> </ul>                                                                                                | 35%    |
| <p><b>Total cost</b></p> <p>Value for money</p>                                                                                             | <p>To be included in the Tender:</p> <ul style="list-style-type: none"> <li>• Financial proposal itemizing estimated costs for services rendered (daily consultancy fees), travel costs, and any other related supplies or services required for the evaluation.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                     | 20%    |
| Total                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 100%   |

**Appendices**

Appendix A: General conditions for purchase of services

Appendix B: HES Self Declaration

Appendix C: Theory of Change

## **Appendix A: GENERAL CONDITIONS FOR PURCHASE OF SERVICES**

### **General Conditions for Purchase of Services**

#### **1. Application**

- 1.1 These General Conditions apply to purchase of services for Nordic Innovation, hereafter referred to as "Buyer".
- 1.2 The Supplier is the addressee of the order and/or the Party a Contract is entered into with.
- 1.3 Any deviating contract/delivery terms are ineffective concerning the delivery unless the Buyer has accepted these in writing.
- 1.4 The general Conditions in the Act of 13 May 1988 no. 27 on The Sale of Goods ("kjøpsloven") apply to the extent suitable, unless otherwise expressly stated.

#### **2. Price and payment terms**

- 2.1 The price is to be agreed in advance by the Parties. The price includes all costs and expenses. The price is quoted excl. VAT.
- 2.2 Invoicing shall be done with payment each 30 calendar days. The term of payment shall not accrue before delivery is made and approved invoice have been received.
- 2.3 Approved invoice is an invoice which shall be specified and documented, so that the Buyer can easily check whether the invoiced items have been received and conforms to the Contract. Invoice fees, late fees and other fees are not admitted. For invoicing based on accrued time, the time is to be specified.
- 2.4 If the Buyer fails to pay at the agreed time, the Supplier shall be 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).
- 2.5 The Supplier cannot transfer invoices to a third party without the prior consent of the Buyer.

#### **3. Delivery**

- 3.1 Delivery is considered done when the services have been completed in accordance with what has been agreed and the Buyer has approved the delivery.
- 3.2 If the services consist of research and/or development works, delivery is considered done when accompanying documents etc. are delivered to and approved by the Buyer.

#### **4. Transfer of risk**

Risks are transferred from the Supplier to the Buyer at delivery.

#### **5. Suppliers contractual obligations**

##### **5.1 General obligations**

- 5.1.1 The services shall be completed in accordance with the Contract, and shall be performed efficiently, effectively and to a high professional standard.
- 5.1.2 The Supplier shall cooperate with the Buyer in good faith, and shall attend to the interests of the Buyer.

##### **5.2 Characteristics of the services**

- 5.2.1 The Supplier shall perform the services in accordance with the requirements in the Contract and be appropriate for the intended purpose.
- 5.2.2 The Supplier is responsible that the performance of the services is done in accordance with applicable law, and otherwise in accordance with prevailing trade rules and any other rules that may influence on the performance of the services. The Supplier shall obtain and maintain all necessary permissions and approvals for the performance of the services, and upon request from the Buyer document that necessary permissions and approvals exist.

### 5.3 Warranty

5.3.1 The Supplier undertakes liability for faults and defects of the delivery that are demonstrated within the first 24 months after the delivery. For partial deliveries, the warranty period starts to run from the time when the delivery is fully installed and ready for use. The Supplier must in this warranty period as soon as possible and for its own cost replace defective parts or repair the delivery so that it is free from faults and defects of any kind. The warranty period shall not be shorter than normal practise for the particular service or trade.

5.3.2 This provision does not limit the Buyer's right to claim remedies for faults and defects.

### 5.4 Right of ownership, defects in title

5.4.1 Rights of ownership, intellectual property rights and other relevant rights are transferred to the Buyer at payment, unless otherwise agreed in writing and subject to any limitations laid down by other agreements or by mandatory law.

5.4.2 The Supplier shall deliver the services free of any third party claims that are not described in the Contract and shall indemnify the Buyer from any form of third party claims relating to the services.

5.4.3 The Supplier shall retain the rights to its own tools and methods. Both Parties may also utilise general know-how that has been accumulated in connection with the Contract, provided that such know-how is not confidential.

### 5.5 Transfer of documents

Where the services are represented by documents, these shall be delivered together with the services.

### 5.6 Subcontractors

Unless otherwise agreed, the Supplier can use subcontractors to fulfil its obligations under this Contract. The Supplier is responsible for the fulfilment of the entire delivery. The Buyer is entitled to disallow the choice of subcontractors if there are justifiable grounds.

### 5.7 Insurance

The Supplier shall maintain insurance for the services until the risk is transferred to the Buyer.

### 5.8 Notification obligation

If the Supplier is hindered in fulfilling its obligations at the correct time, it shall without undue delay notify the Buyer of the impediment and its effect on fulfilling the Contract. The Supplier shall be able to document when and how such notifications was given.

## 6. Buyer's remedies for breach of contract

### 6.1 Limitation period

6.1.1 If the Buyer wishes to make a claim for breach of Contract, it must notify the Supplier in writing about the defect within a reasonable time after it discovered or should have discovered the defect.

6.1.2 If the Buyer does not submit a claim within 3 (three) years after delivery, it cannot later make a claim for that defect. This does not apply if the Supplier through a warranty or other agreement has assumed liability for defects for a longer period.

6.1.3 The Buyer may in any event make a claim on the defect, if the Supplier has shown gross negligence or otherwise behaved contrary to integrity and good faith.

### 6.2 Breach of notification obligation

If the Buyer does not receive notification as stipulated in Clause 5.8 within a reasonable time after the Supplier knew or should have known about the

impediment, the Buyer may demand damages for loss that could have been avoided if it had received notification within the time limit.

### 6.3 Withholding of payment

If the Buyer has claims resulting from the Supplier's breach of contract, the Buyer is entitled to withhold as much of the purchase price as the breach appears to constitute of the total compensation.

### 6.4 Penalties

6.4.1 If the Supplier does not meet deadlines as agreed, the delay constitutes grounds for daily fines. Daily fines will start to accrue automatically in the event of overdue delivery.

6.4.2 Daily fines constitute 1 % of the compensation excl. VAT for the part of the delivery that is affected by the delay per work day, limited to 20 (twenty) work days. The daily fine constitutes in any event a minimum of NOK 1000 per day.

6.4.3 The Buyer cannot discharge the Contract while a daily fine is running. This does not apply if the Supplier or someone it is liable for has shown gross negligence or otherwise behaved contrary to integrity and good faith.

6.4.4 If the daily fine does not cover the Buyer's documented direct losses incurred by the delay, the Buyer can claim damages for the excess amount.

### 6.5 Substitute purchase at discharge

At discharge, the Buyer has the right to conduct a substitute purchase in a reasonable manner and within a reasonable time after the discharge. In the event of a claim for damages, the Buyer is entitled to damages for the difference between the agreed price and the substitute transaction, in addition to other damages pursuant to this Contract.

### 6.6 Other remedies

Other remedies follow from the Act of 13 May 1988 no. 27 on The Sale of Goods ("kjøpsloven"), to the extent suitable.

## 7. Buyer's contractual obligations

### 7.1 General obligations

The Buyer shall contribute in good faith to the performance of the Contract.

### 7.2 Notification obligation

If the Buyer is prevented in meeting its obligations at the correct time, it shall without undue delay notify the Supplier of the impediment and its potential effect on fulfilling the Contract. The Buyer shall be able to document when and how such notification was given.

## 8. Supplier's remedies for breach of contract

### 8.1 Breach of notification obligation

If the Supplier does not receive notification as stipulated in Clause 7.2 within a reasonable time after the Buyer knew or should have known about the impediment, the Supplier may demand damages for loss that could have been avoided if it had received notification within the time limit.

### 8.2 Supplier's right to withhold

The Supplier is not entitled to withhold performances as a consequence of the Buyer's breach of contract. This does not apply if the breach is material.

### 8.3 Other remedies

Other remedies follow from the Act of 13 May 1988 no. 27 on The Sale of Goods ("kjøpsloven").

## 9. Suspension regulations (force majeure)

- 9.1 The Parties' obligations under this Contract may be suspended in cases in which impediments occur outside the control of the affected Party, which it could not reasonably be expected to have considered at the time of signing the Contract or avoided or overcoming the consequences of in relation to fulfilling one or more of the contractual obligations.
- 9.2 Suspension is conditional on the affected Party without undue delay notifying the other Party of the impediment and that the obligations thereof are suspended.

#### **10. Transfer of rights and obligations**

The Supplier cannot transfer the rights or obligations governed by this Contract to a third party without the prior written consent of the Buyer. Consent cannot be unreasonably withheld. If the Supplier merges or demerges the Buyer has the right to discharge the Contract immediately.

#### **11. Amendments, stopping and cancellation**

- 11.1 If the Buyer after signing this Contract finds it necessary to amend the requirements for the service or other conditions of the Contract in such a way that the nature or scope of the service is different than agreed, the Buyer may request for an amendment contract.

With demands for amendments the Supplier may require adjustments in compensation, or time schedules, if it substantiates a ground for such adjustments. A claim for adjusted compensation or time schedule must be submitted no later than simultaneously with the Supplier's response to the Buyer's request for amendment contract.

The Buyer may demand the service performance reduced or increased up to the corresponding 20 per cent of the

compensation for the entire service performance. The price shall in such case be changed corresponding to the decrease or increase. The Supplier may not claim compensation for such reduction.

If the Parties disagree about the amount to be added or deducted from the compensation or other consequences as a result of the amendment, the Supplier shall still implement the amendment without awaiting the final resolution of the dispute.

- 11.2 The Buyer may demand that the implementation of the service is temporary stopped. The demand must be proposed in writing. It must inform when the service shall stop and when it will be resumed.

By temporary stoppage the Buyer must compensate:

- a. The Supplier's documented and direct costs in connection to redeployment of personnel.
- b. Other direct costs that the Supplier suffers as a result of the stoppage.

- 11.3 The service can be cancelled by the Buyer with 30 (thirty) calendar days prior written notice. Reduction of the service up to 20 per cent of the compensation for the entire service is considered amendment and not cancellation, c.f. Clause 18.

By cancellation before the service is fulfilled the Buyer must pay:

- a. The Supplier's outstanding amount for already performed work.
- b. The Supplier's documented and direct costs in connection to redeployment of personnel
- c. Other direct costs that the Supplier suffers as a result of the cancellation.

#### **12. Advertisements**

The Supplier must obtain prior approval from the Buyer if the Supplier for advertisement purpose or in other way wishes to give the public information about the Contract beyond using the delivery as general reference.

### 13. Disputes

If disputes are to occur over the interpretation or legal effects of these general terms, the dispute shall be

endeavoured resolved through negotiations. If negotiations have not produced a result within four - 4 – weeks, after the first negotiation meeting, the dispute shall be decided by the normal courts of law. The Buyer's court of domicile is the court of law for disputes arising from this Contract. The same applies to underwriters. Disputes are to be solved in accordance with Norwegian law.

|                                                                                                                                                      |            |                                                                         |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------------------------------------------------------------|------------|
| Buyer:<br><br><b>Name:</b> Nordic Innovation<br><b>Address:</b> Stensberggata 25, 1157 Oslo, Norway<br><b>VAT identification number:</b> 971 516 577 |            | Supplier:<br><br><b>[Name]</b><br><b>[Address]</b><br><b>[Org. no.]</b> |            |
| Date:<br><br>[dd.mm.yyyy]                                                                                                                            | Signature: | Date:<br><br>[dd.mm.yyyy]                                               | Signature: |
| Name and position:<br><br><b>Svein Berg</b><br><b>Managing Director</b>                                                                              |            | Name and position:<br><br><b>[Name]</b><br><b>[Position]</b>            |            |

## Appendix B: HES Self Declaration

Denne bekreftelsen gjelder:

Firma

Adresse

Postnr./-sted

Land\*

Det bekreftes med dette at denne virksomheten arbeider systematisk for å oppfylle kravene i helse-, miljø- og sikkerhetslovgivningen og ved det tilfredsstillende kravene i forskrift om systematisk helse-, miljø- og sikkerhetsarbeid i virksomheten (Internkontrollforskriften) fastsatt ved kgl. res. 6. desember 1996 i medhold av lov 17. juni 2005 nr. 62 om og arbeidsmiljø, arbeidstid og stillingsvern mv.

Det bekreftes at virksomheten er lovlig organisert i henhold til gjeldende skatte- og arbeidsmiljøregelverk når det gjelder ansattes faglige og sosiale rettigheter. Det aksepteres at Oppdragsgiver etter anmodning vil bli gitt rett til å gjennomgå og verifisere virksomhetens system for ivaretagelse av helse, miljø og sikkerhet.

Daglig leder (sign.)

Dato:

Det bekreftes med dette at det er **iverksatt** systematiske tiltak for å oppfylle ovennevnte krav i helse-, miljø- og sikkerhetslovgivningen.

Representant for de ansatte (sign.)

Dato:

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*\* The following applies for foreign contractors:*

We hereby confirm, by preparing this offer, that we have taken into consideration the requirements that follow from The Regulation relating to systematic Health, Environmental and Safety Work in the company (the Internal Control Regulation), laid down by Order in Council of 6 December 1995 no. 62.

We hereby accept that, if requested, the Purchaser will be given the right to control and verify the Bidder's system for taking care of the work of health, environment and safety.

Binding signature:

Manager  
(Signature)

Date:

## Theory of Change – Sharing/platform economy

