

**K02**  
**STANDARD CONTRACT FOR LONG-TERM IT PROJECT**

# Appendices

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<sup>1</sup> Alle overskrifter, hvori ordet "bilag" indgår, er med små bogstaver, således at der kan anvendes krydshenvisninger i dokumentet. Det vil naturligvis blive ændret ved den endelige version

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## Appendix 1 Time schedule

### 1. INTRODUCTION

Appendix 1 includes:

- The Customer's requirements for an overall time schedule on the basis of which the Supplier has prepared the overall time schedule (section 3)
- The Customer's requirements for a detailed time schedule on the basis of which the Supplier has prepared the detailed time schedule (section 4). The detailed time schedule is to be submitted to the Customer for approval in the course of the clarification phase and from time to time during the project period in accordance with the deadlines set out in the overall time schedule, cf. section 3, K-12.

### 2. DEADLINE FOR PROVISION OF FUNDING

The Contract will only be binding on the Customer on condition that the necessary funding basis is provided before the [...], cf. clause 28 of the Contract.

### 3. OVERALL TIME SCHEDULE

The overall time schedule must:

*K-1* cover the entire project period up to and including the service level test and must reflect the essential activities in the different Phases, to be supplemented from time to time with more detailed time schedules, cf. section 4;

*K-2* clearly indicate any phasing of the Delivery into partial deliveries and their deployment, in accordance with the requirements of Appendix 3;

*K-3* show the dependencies between the activities;

*K-4* describe the activities in the clarification phase;

*K-5 [To be expanded if the Supplier is to provide options, cf. Appendix 3]*

*K-6* state when a revised Delivery Description and any other changes to the Contract during the clarification phase will be submitted to the Customer, cf. clause 5.1 of the Contract;

*K-7* include start and completion dates for all installations and tests as well as dates for notifications thereof as set out in Appendix 14;

*K-8* state when the testing programme (cf. Appendix 14) will be submitted to the Customer, when the Customer must submit comments, and when it must be approved by the Customer;

*K-9* state for each test the period between submission of the first testing regulations (cf. Appendix 14) and the date by which the last testing regulation must be approved by the Customer;

*K-10* state when the testing plans (cf. Appendix 14) will be submitted to the Customer, the date by which the Customer's comments on the plans must be submitted, and the date by which the plans must be approved by the Customer;

*K-11* state for each test the period between submission of the associated Documentation and the date by which the Documentation must be approved by the Customer;

*K-12* specification of periods for the detailed time schedules and when they will be submitted to the Customer, cf. section 4 below. The first detailed time schedule must be available in the clarification phase;

*K-13 [To be expanded if the appendix is to include the Supplier's scheduled quality assurance activities]*

*K-14* mark the penalty deadlines separately. The penalty deadlines are:

- Acceptance test
- Service level test
- *[Any other penalty deadlines must be stated separately, cf. clause 18.1.2 of the contract]*

*K-15* cover the activities to be contributed by the Customer for the progress of the project and the time requirements for the Customer's participation, cf. Appendix 11;

*K-16* include the dates from which maintenance fees will be payable.

*K-17* An estimate will be associated with each activity payable on the basis of time spent, cf. clause 14.3 of the Contract, stating as a minimum the number of man hours the activity is expected to cost. The estimate will form the basis of the continuing follow-up on the resource consumption.

*K-18* Any activities that are critical to the project process must be marked.

*K-19* *[Insert any other specific time schedule requirements]*

#### **4. REQUIREMENTS FOR A DETAILED TIME SCHEDULE**

A detailed time schedule must be submitted to the Customer for approval in the course of the clarification phase and from time to time during the project period in accordance with the deadlines set out in the overall time schedule, cf. section 3, K-12.

In case of any changes to the schedule, a revised time schedule must be submitted to the Customer for approval.

A detailed time schedule for the project must be prepared in accordance with the following requirements:

*K-20* The detailed time schedule must as a minimum cover the period until the next detailed time schedule, cf. the overall time schedule. Traceability between the overall time schedule and the detailed time schedule must be indicated.

*K-21* A detailed time schedule for the project will be submitted to the Customer in accordance with the deadlines set out in the overall time schedule.

*K-22* The detailed time schedule for the project will be annexed to the appendix upon approval by the Customer.

- K-23* The detailed time schedule must show the dependencies between the activities.
- K-24* There must be consistency between the dependencies in the overall time schedule and the dependencies in the detailed time schedule.
- K-25* The detailed time schedule must include all activities contributing directly or indirectly to the progress of the project, including subcontractor activities.
- K-26* Proposal for the holding of a steering group meeting.
- K-27* The Supplier's expectations for the Customer's participation in the period must be stated in the detailed time schedule, cf. section 3 and Appendix 11.
- K-28* The Customer's participation may be marked as milestones if it serves no purpose to indicate the duration.
- K-29* Each activity in the detailed time schedule has a maximum duration of [...] days unless otherwise agreed for the specific activity, or unless it is a steering group meeting.

For each activity the detailed time schedule must state:

- K-30* Which other activities must be implemented before the activity can be commenced. For each activity it must be measurable whether the activity has been carried out.
- K-31* What actions must have been taken before the activity has been completed. For each activity it must be measurable whether the activity has been completed.



## Appendix 2 Customer's IT environment

Appendix 3 Delivery Description with Requirements Specification and Solution Description, and change possibilities (including Options)

## Appendix 4 Documentation

### 1. INTRODUCTION

The Customer's purpose of procuring the Documentation is to acquire knowledge enabling the Customer to use, deploy, operate, maintain and improve the Delivery - either on its own or through a third party – and to satisfy auditing requirements.

Appendix 4 includes:

- Overall documentation requirements (section 2)
- Documentation of Delivery (section 3)
- Provision of Documentation (section 4)

### 2. OVERALL DOCUMENTATION REQUIREMENTS

*K-1* The Documentation must be provided to the Customer, a relevant public authority or other supplier (including in connection with termination of the Contract) in searchable and editable electronic copy and hard copy. As a result of the implementation of open standards in the public sector, Documentation must – as from 1 January 2008 - also be available in the recommended open standards.

*K-2* A widely use and acknowledged modelling language is expected to be used in connection with the Documentation. If UML is not used, the Supplier will be asked for an explicit explanation of its choice of modelling language. In addition, E/R diagrams may be used for the documentation of data structures.

### **3. DOCUMENTATION OF DELIVERY**

*K-3* The Documentation will be prepared by the Supplier, involving the Customer as described in this Appendix 4.

*K-4* Below, the Customer has specified the document types which the Documentation of the delivery must include.

### **4. PROVISION OF DOCUMENTATION**

*K-5* The Documentation must be developed in step with realised tasks and must be delivered at the time of any partial delivery tests.

*K-6* At the time of the acceptance test, all Documentation for the Delivery must be delivered, forming part of the acceptance test.

## Appendix 5 Maintenance and support

### 1. INTRODUCTION

Appendix 5 includes:

- Scope of maintenance and basic services (section 2)
- Services payable separately (section 3)
- Maintenance by other parties than the Supplier (section 4)

### 2. SCOPE OF MAINTENANCE AND BASIC SERVICES

The Supplier undertakes to carry out maintenance and support of the Delivery from the Acceptance Date.

If the Delivery is divided into Phases, maintenance and support of the partial delivery will also be provided from approval of Partial Delivery Test for the respective parts covered by the partial delivery, cf. clause 11.1 of the Contract.

*K-1* According to Appendix 1 and Appendix 3, the Supplier must provide maintenance and support from approved Partial Delivery for the following partial deliveries before the Acceptance Date:

*[When completing appendix, state any specific terms that are to apply.]*

*K-2* The parts of the Delivery which are not covered by the Supplier's maintenance obligation are:

• *[...]*

*K-3* The Supplier will deliver new Versions and Releases of third-party Software and supplier-developed Software respectively as and to the extent that such Software is released for distribution in Denmark, provided that the Software is covered by this maintenance plan.

- K-4 The Supplier must, without undue delay, inform the Customer of any new Versions and Releases when available, as well as of any substantial changes in relation to earlier Versions and Releases.
- K-5 If the Customer then wishes to have a delivered new Version or Release installed, and if the installation is covered by this maintenance plan, [the Supplier]/[the Customer's operational supplier] will be responsible for such installation centrally in the Customer's IT environment.
- K-6 Compliance with requirements and service level goals according to this Appendix 5 and Appendix 6 assumes that the Customer is no more than [TO BE COMPLETED BY THE SUPPLIER] versions in arrears in relation to the latest Version released and [TO BE COMPLETED BY THE SUPPLIER] versions in arrears in relation to the latest Release of the Software covered by the maintenance, but cf. clause 14.4.2 of the Contract as far as the warranty period is concerned. Notwithstanding the above, requirements and service level goals must be complied with, however, as long as the Version or Release used by the Customer was received by the Customer within the past [TO BE COMPLETED BY THE SUPPLIER] years.
- K-7 The Customer requires that fees for maintenance should cover the following basic services:
- Administration of maintenance in connection with delivery and maintenance of the Delivery.
  - A service call scheme whereby the Customer may on all [Working Days] during the period [...] call the Supplier in case of operational disturbances, including:
    - [In connection with the completion of appendix, all requested contact details must be quoted]
    - When reporting, the Customer must identify itself and describe and classify the operational disturbance.
    - When the Customer reports, the Supplier must create and complete the first fields in the fault report in connection with delivery and maintenance of the system.

- o Following the call, the Supplier must carry out maintenance as described in this document.
- Delivery and installation of new Versions and Releases provided that the Software is covered by the maintenance plan.
- Compliance with agreed reaction and remedying times, cf. Appendix 6.
- *[State any other requirements]*

### 3. SERVICES PAYABLE SEPARATELY

*K-8* The Supplier must provide the following services, payable at hourly rates, cf. Appendix 12:

- Performance of maintenance work outside agreed operating time, cf. clause 11.3 of the Contract and Appendix 6.
- Additional work performed by the Supplier in remedying Faults where corrective action could have been taken by way of delivery of a new Version or Release, and where the Customer does not wish any such new Version or Release to be installed, cf. clause 14.4.2 of the Contract.
- *[State any other requirements]*

*K-9* Where a fault-finding process shows that the Supplier cannot be held responsible for the cause of the operational disturbances involved, the Supplier will continue the work if the Customer so requires. Such work will be remunerated at hourly rates as specified in Appendix 12.

### 4. MAINTENANCE BY OTHER PARTIES THAN THE SUPPLIER

Any conditions or restrictions for the Customer's or a third party's assumption of the maintenance must be specified in this Appendix 5.

### 5. PARTIAL TERMINATION OF MAINTENANCE PLAN (BASIC SERVICE)

[...]

## Appendix 6 Service level goals

### 1. INTRODUCTION

The Appendix includes a detailed specification of

- The normal operational situation of the system (section 2)
- Response times (section 3)
- Reaction time (section 4)
- Accessibility (section 5)
- User satisfaction (section 6)
- Reports concerning corrective action (section 7)

The service level goals cover any part or parts of the Delivery unless otherwise specifically stated in this Appendix 6.

The agreed service level goals are specified individually and adapted to the specific circumstances.

The agreed response times are specified in relation to the normal operational situation of the Delivery, as described in section 3.

### 2. NORMAL OPERATIONAL SITUATION

[...]



### 3. RESPONSE TIMES

#### 3.1 Requirements for response times

*K-1* The response times for any part or parts of the Delivery must comply with the following requirements:

Transaction	Description/if applicable assumptions	Service level goals for compliance rate, in %	Service level goals for maximum response time, in seconds
Simple	[...]	[...]	[...]
General	[...]	[...]	[...]
Complex	[...]	[...]	[...]
[If applicable, more specific transaction]	[...]	[...]	[...]
[...]	[...]	[...]	[...]

*K-2* In the case of Deployment before the Acceptance Date, the following requirements for response times apply during the period until the Acceptance Date:

Transaction	Description/if applicable assumptions	Service level goals for compliance rate, in %	Service level goals for maximum response time, in seconds
Simple	[...]	[...]	[...]
General	[...]	[...]	[...]
Complex	[...]	[...]	[...]
[If applicable, more specific transaction]	[...]	[...]	[...]
[...]	[...]	[...]	[...]

### 3.2 Classification of failure to comply with response times

*K-3* Any failure to comply with response times may be classified into one of the following categories:

- Fault category I
- Fault category II
- Fault category III
- Fault category IV
- Fault category V

*K-4* Whether failure to comply with a specified response time is a fault category I, II, III, IV or V, depends on the excess maximum response time as specified in section 3.1, cf. K-5 and K-6.

*K-5* Failure to comply with response times may be classified as one of the following fault categories:

<b>Fault category</b>	<b>Description</b>
I	Exceeding a maximum response time within the specified compliance rate by more than [...] %
II	Exceeding a maximum response time within the specified compliance rate by more than [...] %
III	Exceeding a maximum response time within the specified compliance rate by more than [...] %
IV	Exceeding a maximum response time within the specified compliance rate by more than [...] %
V	Exceeding a maximum response time within the specified compliance rate by more than [...] %

*K-6* For Deployment before the Acceptance Date the following fault categories apply:

<b>Fault category</b>	<b>Description</b>
I	Exceeding a maximum response time within the specified compliance rate by more than [...] %
II	Exceeding a maximum response time within the specified compliance

	rate by more than [...] %
III	Exceeding a maximum response time within the specified compliance rate by more than [...] %
IV	Exceeding a maximum response time within the specified compliance rate by more than [...] %
V	Exceeding a maximum response time within the specified compliance rate by more than [...] %

### 3.3 Penalty

*K-7* Each fault category has a weighted value:

- Fault category I – Exceeding maximum response time covered by fault category I has a weighted value of [...] points.
- Fault category II – Exceeding maximum response time covered by fault category II has a weighted value of [...] points.
- Fault category III - Exceeding maximum response time covered by fault category III has a weighted value of [...] points.
- Fault category IV - Exceeding maximum response time covered by fault category IV has a weighted value of [...] points.
- Fault category V – Exceeding maximum response time covered by fault category V has a weighted value of [...] points.

*K-8* Excess maximum response times will be calculated for each calendar month by adding the total sum of points for all fault categories in the month in question.

*K-9* If the total sum exceeds [...] points, a penalty will be payable.

*K-10* The penalty amounts to [...] % of the maintenance fee for the month in question for each point by which the total sum specified in K-9 is exceeded.

### 3.4 Measuring of response times

*K-11* Response times are measured by tools made available by the Supplier.

*K-12* In connection with establishing whether a given response time complies with the agreed service level goal for compliance rate, at least [...] measurings of the response time for the transaction in question must be made. The compliance rate will be calculated as the proportion of the response time measurings for a given transaction that complies with the specified response time for the purpose of calculating the compliance rate.

*K-13* In case of an excess maximum response time of more than [...] % or non-compliance with a compliance rate by more than [...] percentage point(s), the Delivery will be deemed to be inaccessible from the time when the supplier is notified of the situation in writing and until it has been remedied, cf. also section 5. If the maximum response time is exceeded or the compliance rate is not complied with for several different transactions at the same time, it will only be deemed to constitute exceeding.

## 4. REACTION TIME

### 4.1 Requirements for reacting time

*K-14* After receipt of the Customer's sufficient complaint, the Supplier must have commenced corrective action before the following deadlines:

Fault disturbance	Description	Example	Deadline for commencing corrective action
A	A Fault which is critical to the solution of the Customer's tasks, and where no reasonable work around is possible.	[...]	[...]
B	A Fault which is critical to the solution of the	[...]	[...]

	Customer's tasks, but where a reasonable work around according to the Supplier's directions is possible.		
C	A Fault which is not critical to the solution of the Customer's tasks, and where no reasonable work around is possible.	[...]	[...]

<b>Fault disturbance</b>	<b>Description</b>	<b>Example</b>	<b>Deadline for commencing corrective action</b>
D	A Fault which is not critical to the solution of the Customer's tasks, and where a reasonable work around according to the Supplier's directions is possible.	[...]	[...]
E	A Fault with no or insignificant importance to the solution of the Customer's tasks.	[...]	[...]

*K-15* To be sufficient, the Customer's complaint must include the information stated in K-35a) - d).

*K-16* When the Supplier commences corrective action, the Supplier must notify the Customer accordingly.

*K-17* Reaction time is calculated as the interval between the Supplier's receipt of the Customer's sufficient complaint and the Customer's receipt of the Supplier's notice of commencement of corrective action.

## 4.2 Classification of non-compliance with specified reaction time

*K-18* Any failure to comply with a specified reaction time may be classified into one of the following categories:

- Fault category I
- Fault category II
- Fault category III
- Fault category IV
- Fault category V

*K-19* Whether a failure to comply with a specified reaction time is a fault category I, II, III, IV or V, depends on the excess the reaction time as specified in section 4.1 for the different Faults, cf. K-20.

*K-20* Failure of compliance with a reaction time will be referred to one of the following fault categories:

<b>Fault category</b>	<b>Description</b>
I	Exceeding specified time limit for commencement of corrective action by more than [...] %.
II	Exceeding specified time limit for commencement of corrective action by more than [...] %.
III	Exceeding specified time limit for commencement of corrective action by more than [...] %.
IV	Exceeding specified time limit for commencement of corrective action by more than [...] %.
V	Exceeding specified time limit for commencement of corrective action by more than [...] %.

## 4.3 Penalty

*K-21* Each fault category has a weighted value:

- Fault category I – Exceeding a specified reaction time covered by fault category I has a weighted value of [...] points.

- Fault category II – Exceeding a specified reaction time covered by fault category II has a weighted value of [...] points.
- Fault category III – Exceeding a specified reaction time covered by fault category III has a weighted value of [...] points.
- Fault category IV – Exceeding a specified reaction time covered by fault category IV has a weighted value of [...] points.
- Fault category V – Exceeding a specified reaction time covered by fault category V has a weighted value of [...] points.

*K-22* Excess specified reaction time will be calculated for each calendar month, by adding the total sum of points for all fault categories in the month in question.

*K-23* If the total sum exceeds [...] points, a penalty will be payable.

*K-24* The penalty amounts to [...] % of the maintenance fee for the month in question for each point by which the total sum specified in K-23 is exceeded.

## 5. ACCESSIBILITY

### 5.1 Calculation of accessibility

*K-25* Accessibility is measured for the Delivery as a whole, and the operating efficiency rate is calculated as follows:

$$\frac{\text{Accessible operating time}}{\text{Agreed operating time}} \times 100 \%$$

Agreed operating time

*K-26* "Accessible operating time" means the agreed operating time less the time when the Delivery or any part or parts thereof cannot be used for faultless operation, due to a fault-disturbing category A Fault, category B Fault or category C Fault, cf. section 4.1 above. Any non-compliance with response

time requirements giving rise to a penalty will not be included in the calculation of accessible operating time.

*K-27* Where faultless operation cannot be maintained due to an obstacle to operation for which the Customer is responsible, such as Fault(s) in the Customer's existing IT environment or external disturbances (power cuts, faults in public data networks, etc.), this will not be deducted from the accessible operating time. Interruptions of operation are calculated from the time when the Supplier receives a sufficient fault notice from the Customer and until the time when normal operation is restored.

*K-28* Time spent on any preventive maintenance is neither included in "accessible operating time" nor in "agreed operating time". If the Supplier spends more time on preventive maintenance than agreed, such excess time will be deducted from the "accessible operating time", however.

*K-29* Operating efficiency is measured and calculated for one-month periods ("measuring periods"), the first such period beginning on the Acceptance Date.

*K-30* The Customer is responsible for keeping an account of operating times unless the Supplier is in charge of the operation.

## **5.2 Agreed operating time**

*K-31* The "agreed operating time" is from [...] to [...] on all Working Days, notwithstanding that the Customer is entitled to use the Delivery around the clock.

## **5.3 Penalty**

*K-32* If the calculated operating efficiency for a given period is below the agreed figure, the Customer will be entitled to a penalty. The penalty will be calculated for each full percentage point or part of a percentage point by



which accessibility in a measuring period is below the agreed operating efficiency.

*K-33* For each full percentage point or part of a percentage point by which the calculated operating efficiency is below the agreed operating efficiency, the penalty will amount to [10]% of the total maintenance fee, cf. Appendix 12, subject to a minimum of DKK [...], for the period in question.

*K-34* If the same situation gives rise to a penalty for non-compliance with the agreed operating efficiency as well as a daily penalty for late completion of service level test, the Customer will only be credited with the larger of the two amounts.

## **6. [USER SATISFACTION]**

[...]

## **7. REPORTING CONCERNING CORRECTIVE ACTION**

*K-35* A fault report must be completed for each service call. The fault report format must be agreed between the Parties and must as a minimum provide space for the following information:

- a) The Customer's description of the Fault at the time of the call
- b) Specification of the central functionality or functionalities affected by the Fault
- c) Fault category
- d) Reporting date
- e) Date of working around the Fault, if applicable
- f) Date of temporary remedy of the Fault, if applicable
- g) Date of curing of the Fault
- h) The Supplier's remedying time
- i) Any supplementary description of the Fault from the Supplier

- K-36* The fault report will be completed by the Supplier as and when the information to be included is known, and will be submitted/delivered to the Customer without undue delay.
- K-37* The Customer must approve the information to be included in the fault report, exclusive of any supplementary description of the Fault from the Supplier. The Customer must approve the fault report without undue delay. Any failure of such approval by the Customer will not entitle the Supplier to stop or defer the corrective action.
- K-38* Any disagreement concerning the fault report must be dealt with at the next maintenance meeting unless resolved by then. If no agreement can be reached at the meeting, the disagreement will be dealt with as provided by clause 27.2 of the Contract.

## Appendix 7 Operation

Appendix 8 Supplier's maturity

## Appendix 9 Change management

### 1. INTRODUCTION

Appendix 9 includes

- Customer's change request (section 2)
- Supplier's change request (section 3)
- Minimum content of solution proposal (section 4)
- Assessment and approval of solution proposal (section 5)
- Change log (section 6)
- Contract management (section 7)

### 2. CUSTOMER'S CHANGE REQUEST

*K-1* If the Customer makes a change request, such request must as a minimum include the following information:

- description of the requested change;
- the Customer's proposal for prioritising the change; and
- date of the change request.

*K-2* The change request must be sufficiently detailed for the Supplier to prepare an estimate of the remuneration associated with the preparation of a solution proposal in accordance with the second paragraph of clause 6.4 of the Contract. The Supplier is not entitled to charge separately for preparing such estimates.

### 3. SUPPLIER'S CHANGE REQUEST

- K-3* If the Supplier makes a change request, its content must be the same as the content of a solution proposal to the Customer.
- K-4* The Supplier is not entitled to remuneration for the preparation of a solution proposal which is part of a change request from the Supplier.

### 4. MINIMUM CONTENT OF SOLUTION PROPOSAL

- K-5* A solution proposal must at least include and deal with the following:
- summary of the change request;
  - description of the required changes to comply with the change request;
  - implications for the time schedule, cf. Appendix 1;
  - price for carrying out the solution proposal, including any implications for the payment schedule, cf. Appendix 12;
  - implications for the Delivery;
  - implications for Documentation, cf. Appendix 4;
  - implications for the Customer's participation, cf. Appendix 11,
  - implications for service level goals, cf. Appendix 6;
  - warranty for changes and implications for other warranties, cf. clause 17 of the Contract;
  - *[If Options are to be provided, the solutions must also describe any implications for such Options, cf. Appendix 3.]*
  - date of testing of changes carried out and implications for testing of other parts of the Delivery, cf. Appendix 14;
  - implications for maintenance, cf. Appendix 5; and
  - any other relevant matters.

*K-6* Unless otherwise agreed, the Supplier will prepare the necessary corrections to the appendices affected by the change to be enclosed with the solution proposal.

## **5. ASSESSMENT AND APPROVAL OF SOLUTION PROPOSAL**

*K-7* The Customer may elect not to accept the solution proposal, to request a change to the solution proposal, or to accept the solution proposal.

*K-8* If the Customer requests a change to the solution proposal, the Supplier will immediately prepare an estimate of the expected remuneration associated with the preparation of a revised solution proposal. If the estimate is approved, the Supplier will [without undue delay] and no later than [...] Working Days thereafter prepare a revised solution proposal for the Customer. If the revised solution proposal is accepted, the Supplier's remuneration for preparing the original as well as the revised proposal will cease to be payable.

*K-9* A request for substantial changes to a solution proposal will be deemed to constitute a refusal to accept the solution proposal submitted and submission of a new change request, which must be separately dealt with in accordance with clause 5 of the Contract and this Appendix 9.

*K-10* If the solution proposal or the Supplier's change request is accepted by the Customer, the Customer must have approved the proposal or the request prior to implementation of the work.

## **6. CHANGE LOG**

*K-11* The Supplier must keep a change log. It must include:

- dated change requests;
- dated estimates of remuneration for preparation of solution proposals;
- dated solution proposals;

- approved solution proposals;
- updated time schedules;
- updated payment schedules; and
- other relevant documents.

*K-12* All change requests must be assigned consecutive identification numbers, so that each change request and its associated documents may be tracked in the change log.

## **7. CONTRACT MANAGEMENT**

*K-13* According to the general principles of clause 29.3 of the Contract, the Supplier must prepare and maintain an overview of the current contractual framework

The contractual framework includes, *inter alia*,

- the Contract and its appendices;
- the testing programme, cf. Appendix 14; and
- any changes agreed.

The overview of the current contractual framework must for each document include the following information:

- document title
- version number
- unequivocal references to the approval of the document

*K-14* The Supplier must, on the basis of the contract overview, ensure that each of the Parties is given access to a complete collection of the current contractual framework and any amendments and additions.



## Appendix 10 Project organisation

### 1. INTRODUCTION

Appendix 10 includes:

- Supplier's project organisation (section 2)
- Steering group meetings (section 3)
- Project group meetings (section 4)
- Other co-operative relations (section 5)
- [Monthly progress reporting (section 6)]
- Supplier's maintenance organisation (section 7)
- Communication between the Parties (section 8)

### 2. SUPPLIER'S PROJECT ORGANISATION

The Supplier's project organisation must as a minimum include information about:

*K-1* The Supplier's project management method.

*K-2* The project organisation must be illustrated by an organigram showing the positions of all project workers and stating all subcontractors.

*K-3* Who is the Supplier's project manager.

*K-4* Who is the deputy of the Supplier's project manager.

*K-5* All persons, stated by name and function, who form part of the Supplier's project organisation.

*K-6* All subcontractors for the project. Subcontractor means the Supplier's internal subcontractors as well as external subcontractors.

*K-7* For each subcontractor, the Deliveries for the project must be described at a general level. Detailed descriptions of subcontractors' Deliveries are included in Annex 1 and Appendix 3.

*K-8* All key employees stated by name and function. Key employees may form direct part of the project organisation, but may also be key employees of a subcontractor.

*K-9* For each key employee, the reason why he or she is a key employee must be described.

### 3. STEERING GROUP MEETINGS

*K-10* In the period up to the Acceptance Date, steering group meetings between the Parties will be held at the times specified in Appendix 1. The purpose of the steering group meetings is to ensure a common overview of the current stage of the project, including any problems and risks.

*K-11* Immediately after contract signing, the steering group will draw up rules of procedure describing the day-to-day activities of the steering group.

*K-12* Unless otherwise agreed between the Parties, the steering group meeting will be held [...]. Steering group meetings will be held on the Customer's premises or at a suitable location to be specified by the Customer. The Supplier is responsible for ensuring that steering group meetings are duly held. The Customer is responsible for taking minutes.

*K-13* Each Party appoints a number of members to represent the Party in the steering group. The Customer appoints the chairman of the steering group. [Unless otherwise agreed, each Party's project manager will attend steering group meetings, but the project managers are not members of the steering group.]

K-14 [Steering group members report to the management of their respective organisations. One or more members of the steering group must be authorised – jointly, where relevant - to make binding decisions on behalf of the Customer or the Supplier, respectively, in relation to the Contract.]

K-15 The steering group consists of:

Customer:

Name, position	Role in project	Tel.:
		Mobile:
		E-mail:

Supplier:

Name, position	Role in project	Tel.:
		Mobile:
		E-mail:

The steering group may decide that other persons are to join the steering group on an *ad hoc* basis or as permanent members.

K-16 Steering group meetings have the following agenda:

- 1) Approval of minutes of the previous meeting.
- 2) The Supplier's status of the project.
- 3) The Customer's status of the Customer's participation.
- 4) [Consideration of the progress report and any necessary decisions to ensure the continued process.]
- 5) Consideration of the detailed time schedule and any necessary decisions to ensure the continued process.

- 6) Consideration of the detailed time schedule for the Customer's participation and any necessary decisions to ensure the continued process.

7) [Consideration of project changes.]

- 8) Status of project changes.
- 9) Review of activity list.
- 10) Any other business.

*K-17* The Customer must submit minutes to the Supplier no later than five Working Days after a steering group meeting.

*K-18* The Supplier must submit written comments on the minutes no later than five Working Days after receipt of the minutes. If the Supplier does not comment on the minutes within five Working Days after receipt, the minutes will be deemed to be approved without comments.

*K-19* If the Supplier submits timely written comments on the minutes, the Customer will submit updated minutes with corrective markings which must be received by the Supplier no later than five Working Days before the next steering group meeting. If the Customer cannot accept all of the Supplier's comments, this will be stated in the covering letter, and the comments must be considered at the following steering group meeting.

#### **4. PROJECT GROUP MEETINGS**

*K-20* In the period until acceptance, the Parties will hold project group meetings.

It is the Customer's expectation that, as and when required, the Parties will exchange information and seek to clarify any questions of whatsoever nature. The purpose of the project group meetings is to ensure follow-up on any activities between the meetings, and to maintain a common over-

view of the current stage of the project at a detailed level, based on the applicable detailed time schedule, and to ensure the day-to-day progress.

In addition, project group meetings must secure and procure the Documentation for the current project framework, the applicable Phases, time schedules and deviation reporting and the current Documentation for the Delivery.

Any disputes in the project group of significance to the project must be brought before the steering group.

*K-21* Unless otherwise agreed between the Parties, the project group meeting will be held on the [...]. Project group meetings will be held on the Customer's premises or at a suitable location to be specified by the Customer. The Supplier is responsible for ensuring that project group meetings are duly held. The Customer is responsible for taking minutes.

*K-22* Prior to or immediately after the signing of the Contract, each Party is to appoint a project manager. The project management will be made up of the Parties' project managers.

*K-23* The members of the project management report to their respective organisation's members of the steering group.

*K-24* Composition of the project management:

Customer:

Name, position	Role in project	Tel.: Mobile: E-mail:
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Supplier:

Name, position	Role in project	Tel.: Mobile: E-mail:
----------------	-----------------	-----------------------------

*K-25* Project group meetings have the following agenda

- 1) Approval of minutes of the previous meeting.
- 2) The Supplier's review of the detailed time schedule, activity by activity.
- 3) Updating of the overview of the applicable project basis.
- 4) Updating of the overview of the current Documentation.
- 5) Consideration of project changes for submission to the steering group.
- 6) Updating of overview of project changes.
- 7) Identification of and follow-up on technical matters.
- 8) Review of activity list.
- 9) Any other business.

*K-26* The Customer must submit the minutes in time to be received by the Supplier no later than five Working Days after the project group meeting.

*K-27* The Supplier must submit any written comments on the minutes, which must be received by the Customer no later than five Working Days after receipt of the minutes. If the Supplier does not submit comments on the minutes within five Working Days after receipt, the minutes will be deemed to be approved without comments.

*K-28* If the Supplier submits timely written comments on the minutes, the Customer will send updated minutes with corrective markings, which must be received by the Supplier no later than five days before the next project group meeting. If the Customer cannot accept all of the Supplier's com-

ments, this will be stated in the covering letter, and the comments must be considered at the following project group meeting.

## 5. OTHER CO-OPERATIVE RELATIONS

Below the Parties may name any other persons joining in the co-operation effort to implement certain specified activities. In respect of any person who is vital to the performance of the Contract, it may be agreed specifically that, in relation to replacement, any such person will have the same status as a Party's project manager under clause 5.2 of the Contract on the replacement of a Party's project manager.

Customer

Activity	Name, position	Tel.: Mobile: E-mail:
----------	----------------	-----------------------------

Supplier

Activity	Name, position	Tel.: Mobile: E-mail:
----------	----------------	-----------------------------

## 6. [MONTHLY PROGRESS REPORTING IN CONNECTION WITH THE DELIVERY]

**K-29** The monthly progress report submitted by the Supplier to the Customer must include the following topics:

- Brief but adequate progress reporting, based on Appendix 1, the previous progress report and the progress curve
- A progress curve showing:
  - The actual progress at the reporting date.
  - The estimated progress for the remaining project process at the reporting date.

- A brief overview of the coming month's activities, focusing on the activities which are significant to the project progress.
- A statement of any risks to the project, including a statement of potential consequences (such as time, economy and quality) and an action plan for the way in which the Supplier intends to eliminate the associated consequences as soon as possible. If the Supplier is of the opinion that the risks are wholly or partly attributable to the Customer, this must be specified in the statement, and the reasons must be set out.
- A statement of any negative deviations in relation to Appendix 6, including a statement of potential consequences (such as time, economy and quality) and an action plan for the manner in which the Supplier intends to eliminate the negative deviations as soon as possible. If the Supplier is of the opinion that the negative deviations are wholly or partly attributable to the Customer, this must be specified in the statement, and the reasons must be set out.
- The Supplier's current organisation chart

*K-30* The progress report for the previous month must be received by the Customer no later than three Working Days before the steering group meeting.]

## 7. SUPPLIER'S MAINTENANCE ORGANISATION

### 7.1 Organisation

The Supplier's maintenance organisation must as a minimum include information about:

*K-31* Who is the Supplier's maintenance contact person

*K-32* All persons, mentioned by name and function, who form part of the Supplier's maintenance organisation.

*K-33* All maintenance subcontractors

*K-34* The maintenance areas of each subcontractor must be described.



**K-35** All key employees, mentioned by name and function. Key employees may be included directly in the maintenance organisation, but may also be key employees of a subcontractor.

**K-36** For each key employee, the reason why he or she is a key employee must be described.

**K-37** The project organisation must be illustrated in an organigram, showing the positions of all project workers, and stating all subcontractors.

## **7.2 Maintenance meetings**

**K-38** During the maintenance period, the Parties will hold maintenance meetings. The purpose of maintenance meetings is to provide a common overview of the state and condition of the Delivery.

**K-39** Unless otherwise agreed between the Parties, the maintenance meeting will be held on the [...]. Maintenance meetings will be held on the Customer's premises or at a suitable location to be specified by the Customer. The Supplier is responsible for ensuring that maintenance meetings are duly held. The Supplier is responsible for taking minutes.

**K-40** Maintenance meetings will as a minimum be attended by the Supplier's and the Customer's maintenance contact persons. In the period up to acceptance of the Delivery, also the Supplier's and the Customer's project managers will attend. Any disputes in the maintenance group of significance to the achievement of service level goals must be brought before the steering group.

**K-41** Each Party will decide whether any additional persons are to attend.

**K-42** Maintenance meetings have the following agenda:

- 1) Approval of minutes of the previous meeting.
- 2) [Review and consideration of situation report.]

- 3) Review and consideration of defects list, focusing on any Faults not worked around, temporarily remedied or cured within the time limits agreed under Appendix 6.
- 4) Approval of plan for preventive maintenance and agreed changes.
- 5) Review of activity list.
- 6) Any other business.

*K-43* The Supplier must submit the minutes to the Customer no later than five Working Days after the maintenance meeting.

*K-44* The Customer must submit written comments on the minutes no later than five Working Days after receipt of the minutes. If the Customer does not comment on the minutes within five Working Days after receipt, the minutes will be deemed to be approved without comments.

*K-45* If the Customer submits timely written comments on the minutes, the Supplier will submit updated minutes with corrective markings, which must be received by the Customer no later than five Working Days before the next maintenance meeting. If the Supplier cannot accept all of the Customer's comments, this will be stated in the covering letter, and the comments must be considered at the following maintenance meeting.

### **7.3 [Situation reporting]**

*K-46* [The Supplier will prepare and submit to the Customer a monthly situation report for corrective action and maintenance. The situation report format must be agreed between the Parties and must as a minimum include the following information:

- Brief but adequate situation reporting
- A fault curve showing the development in the number of Faults by calendar month and broken down by categories

- A fault curve showing the development in the number of Faults by calendar month and broken down by fault status
- A fault list comprising all reported Faults and including as a minimum the following information in respect of each Fault:
  - o Title of the Fault
  - o The Supplier's reference to the Fault
  - o The Customer's reference to the Fault
  - o The Fault category
  - o The current status of the Fault (reported, worked around, temporarily remedied, cured) including dates of reporting, working around, temporary remedy and cure. It must be stated clearly if the Fault has not been worked around, temporarily remedied and/or cured within the agreed time limits
  - o Any comments, including if the Customer disagrees with all or any of the fault information
- An overview of fault reports in respect of which there is disagreement, including for each such report:
  - o A reference to the fault report
  - o The information in respect of which there is disagreement
  - o The Supplier's reasons for the information in the fault report in respect of which there is disagreement
  - o The Customer's reasons for not approving the information in the fault report in respect of which there is disagreement
- A brief overview of the coming month's activities, focusing on corrective action, changes and preventive maintenance.

K-47 The situation report for the previous month must be received by the Customer no later than three Working Days before the maintenance meeting.]

## 8. COMMUNICATION BETWEEN THE PARTIES

This section concerns communication between the Parties which are not covered under the Contract provisions on communication by Notice, cf. clause 29.2 of the Contract.

*K-48* All communications up to the end of the warranty period will primarily be conducted with the Customer's and the Supplier's project managers or, in their absence, with their deputies.

*K-49* The Customer's and the Supplier's project managers may appoint persons in writing to be responsible for specific areas within the project. In that case, it will be necessary to communicate with such persons about their specific areas. Copies of written communications must be submitted to the Customer's and the Supplier's project managers.

*K-50* All communications after the end of the warranty period will primarily be conducted with the Customer's and the Supplier's maintenance contact persons.

*K-51* The Customer's and the Supplier's maintenance contact persons may appoint persons in writing to be responsible for specific maintenance areas. In that case, communications must be conducted with such persons directly concerning their specific areas. Copies of written communications must be submitted to the Customer's and the Supplier's maintenance contact persons.

*K-52* Either Party must reply to any communication from the other Party within five Working Days from receipt of the communication. The reply must as a minimum include a time limit for a final answer.

*K-53* Where an activity has been agreed upon at a meeting, including a deadline, and where it is impossible to keep that deadline, the other Party must be contacted before the expiry of the deadline with a view to dealing with any consequences and to agreeing upon a new deadline.

## Appendix 11 Customer's participation and maturity

### 1. INTRODUCTION

Appendix 11 includes an overview of the Customer's participation in the Supplier's delivery of the Delivery and the Customer's maturity.

### 2. CUSTOMER'S PARTICIPATION

*K-1* The overview of the Customer's participation must include a detailed list of any customer-related activities required by the Supplier in connection with delivery of the Delivery.

*K-2* The list of customer-related activities must, for each activity, include a full description of the Supplier's expectations as to the content of the activity, an estimate of the Customer's consumption of resources, cf. clause 5.4 of the Contract, and any requirements for implementation.

*K-3* The overview of the Customer's participation must include a detailed list of any customer equipment which the Supplier may need to borrow in connection with delivery of the Delivery, but which is not included as a part of the Delivery. This may be, for example, equipment for use in connection with a factory test.

*K-4* The Supplier must return any such equipment to the Customer in the state and condition in which it was received.

*K-5* The overview of the Customer's participation must include a detailed list of any employees the Supplier may need in connection with delivery of the Delivery. The amount of resources to be made available by the Customer must be specified in the time schedule in Appendix 1.

*K-6* The Customer requires that, the connection of parts of the Delivery to external systems must be carried out with assistance from persons from the

Customer's organisation with knowledge of the external systems in question.

### **3. CUSTOMER'S MATURITY**

[...]

## Appendix 12 Delivery payment and payment schedule as well as other prices

### 1. INTRODUCTION

Appendix 12 includes a detailed specification of:

- Delivery payment, cf. clause 14.2 of the Contract (section 2)
- Remuneration based on hourly rates (section 3)
- Basic fee for maintenance before the Acceptance Date (section 4)
- Basic fee for maintenance after the Acceptance Date (section 5)
- [Remuneration for Options (section 6)] *[If Options are to be provided]*
- Hourly rates (section 7)
- Periodical payment for use of Software (section 8)
- Compensation for the Customer's withdrawal (section 9)
- Payment schedule (section 10)

### 2. SPECIFICATION OF DELIVERY PAYMENT

The Customer has the following requirements:

- K-1* The total delivery payment for the Delivery must be stated.
- K-2* If the Delivery is divided into Partial Deliveries, the delivery payment must be divided corresponding to the phased delivery of the Delivery, cf. Appendix 3.

- K-3* The delivery payment for the Delivery must be itemised as follows (If the Delivery is divided into partial deliveries, the partial delivery items must be specified for the individual Partial Deliveries):
- Purchase of equipment
  - Purchase of Standard Software
  - Preparation of detailed specifications
  - The Supplier's internal testing, including preparation of test specifications and creation of a test system
  - Factory test including preparation of testing documents, corrective action and updating of Documentation
  - Installation on the Customer's premises
  - Partial delivery test including preparation of testing documents, corrective action and updating of Documentation
  - Acceptance test including preparation of testing documents, corrective action and updating of Documentation
  - *[State any other items in respect of which payment must be divided]*
- K-4* Specification of equipment must be divided
- K-5* For the individual equipment unit, reference must be made to the specification in Appendix 3 and to the list of documents, cf. Appendix 4.
- K-6* Specification of Standard Software must be divided
- K-7* For each Standard Software element, reference must be made to the specification in Appendix 3 and to the list of documents, cf. Appendix 4.
- K-8* For all prices which include hours, the number of hours broken down by employee category must be stated.
- K-9* Any discounts must be clearly set out.



### 3. REMUNERATION BASED ON HOURLY RATES

[...]

### 4. SPECIFICATION OF FEES FOR MAINTENANCE BEFORE ACCEPTANCE DATE

The Customer must pay fees for maintenance and support before the Acceptance Date in accordance with the fee(s) specified by the Supplier in this section. Fees may be invoiced from the date stated in the time schedule, cf. Appendix 1, K-16.

The Customer has the following requirements:

*K-10* The monthly basic fees for maintenance before the Acceptance Date must be divided corresponding to the Customer's Deployment of partial deliveries, cf. Appendix 1.

### 5. SPECIFICATION OF FEES FOR MAINTENANCE AFTER ACCEPTANCE DATE

The Customer has the following requirements:

*K-11* The monthly basic fee for maintenance after the Acceptance Date must be stated.

*K-12* Any discounts during the warranty period must be clearly stated.

### 6. [REMUNERATION FOR OPTIONS] [WHERE OPTIONS ARE PROVIDED]

The Customer has the following requirements for the Option concerning [...]:

*K-13* Total remuneration for the Option concerning [...]

*K-14* Specification of the individual items included in the total remuneration for the Option concerning [...].]

## 7. HOURLY RATES

The Customer has the following requirements:

*K-15* Hourly rates must be stated for each of the employee categories stated below. Any discounts must be clearly stated.

Employee category	Description of category	Hourly rate	Discount
[...]	[...]	[...]	[...]

*K-16* Any supplements must be stated (such as evening, night, and Sundays and national holidays) for each of the employee categories. Any discounts must be clearly stated.

Employee category	Supplement	Discount
[...]	[...]	[...]

## 8. PERIODICAL PAYMENTS FOR USE OF SOFTWARE

The Customer has the following requirements:

*K-17* The periodical payments for use of Software included in the delivery must be stated.

## 9. COMPENSATION FOR CUSTOMER'S WITHDRAWAL

The Customer has the following requirements:

*K-18* The Supplier's compensation in case of the Customer's withdrawal must be stated, cf. clause 5.1.2 of the Contract.

*K-19* Specification of the individual items included in the Supplier's compensation in case of the Customer's withdrawal must be stated.

## **10. PAYMENT SCHEDULE**

*K-20* The payment schedule must reflect the establishment of the Delivery and must be associated with activities stated in the time schedule, cf. Appendix 1.

*K-21* The final payment falls due when the service level test has been approved by the Customer.

## Appendix 13 Incentives

## Appendix 14 Tests

### 1. INTRODUCTION

Appendix 14 establishes the framework for

- Testing programme (section 2)
- Testing regulations (section 3)
- Testing plans (section 4)
- Approval of test (section 5)
- Testing reports (section 6)

It is a condition for testing that it is conducted in circumstances as closely corresponding to normal operation as possible.

### 2. TESTING PROGRAMME

*K-1* The testing programme must include a complete, but general description of the tests to be conducted on the Delivery in the course of the project, cf. clause 8 of the Contract.

Testings concern

- Factory test
- Installation test
- Partial delivery test
- Acceptance test
- Service level test

- [*Specific tests/approval procedures for associated services*]

- [*Specific tests/approval procedures in case of change tasks, including Options*]

- K-2* There must be traceability between the testing programme and
- Appendix 3
  - The testing regulations
  - The testing plans
- K-3* For each testing, the testing programme must as a minimum include information about:
- The position of the testing in the project process (if applicable by way of a reference to Appendix 1)
  - The overall assumptions for the testing
  - The functions to be tested
  - The physical framework of the testing
  - The testing methods to be used
  - The resources to be made available by the Customer (if applicable by way of a reference to Appendix 11)
  - The testing regulations to be drawn up
  - Approval criteria
- K-4* The testing programme must be considered and approved by the Customer as specified in Appendix 1.

### **3. TESTING REGULATIONS**

- K-5* For each testing defined in the testing programme, the testing regulations must describe the testing throughput in detail. The description must include any conditions to be satisfied for the testing to be conducted, including which Documentation must be available.
- K-6* There must be traceability between testing regulations and

- The testing programme
- The testing plans
- Appendix 3

*K-7* The testing regulations must be considered and approved by the Customer as specified in Appendix 1.

#### **4. TESTING PLANS**

*K-8* Testing plans also cover any installation activities and must as a minimum include information on:

- Which testing regulations are covered by the testing plan
- Which installation plans are covered by the testing plan
- Who is to attend the individual installations/testings, stated by name or position
- Any equipment included in the individual installation/testing
- Any test data to be delivered by the Customer. If applicable, reference may be made to Appendix 11.
- An hour-by-hour description of installations and testings

*K-9* The testing plans must be considered and approved by the Customer as specified in Appendix 1.

#### **5. APPROVAL OF TEST**

*K-10* A test is passed when the approval criteria specified in the testing programme have been met, and then approval must be issued in accordance with clause 8 of the Contract.

## 6. TESTING REPORTS

*K-11* The testing reports document the tests conducted, showing what has been tested and what the test result was.



## Appendix 15 Licence terms for Standard Software and Open Source Software, and escrow requirements

### **1. INTRODUCTION**

Appendix 15 includes:

- Standard licence terms (section 2), if applicable, cf. clause 23 of the Contract
- Escrow requirements (section 3)

### **2. STANDARD LICENCE TERMS**

[...]

### **3. ESCROW REQUIREMENTS**

[...]