



## **Cyber Risk Score**

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Framework Agreement

**Norwegian public sector cloud marketplace**  
Norwegian agency for public and financial management  
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Business registration no.: 988 252 832



# Framework Agreement for the provision of **Cyber Risk Score Service**

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## **Detailed table of contents**

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|  |    |
|--|----|
| Framework Agreement for the provision of Cyber Risk Score Service..... | 1  |
| Preamble .....   | 2  |
| General terms to the Framework Agreement.....                          | 3  |
| 1. General provisions .....  | 3  |
| 2. Scope .....   | 4  |
| 3. Financial provisions.....   | 4  |
| 4. Procurement of Services .....                                       | 5  |
| 5. Framework Agreement Governance and reporting.....                   | 5  |
| 6. Collaboration with other suppliers .....                            | 6  |
| 7. Communication .....   | 6  |
| 8. Regulatory and ethical requirements .....                           | 6  |
| 9. Information security and Data Protection .....                      | 6  |
| 10. Changes to the Framework Agreement .....                           | 6  |
| 11. Breach .....   | 7  |
| 12. Termination and suspension .....                                   | 7  |
| 13. Limitation of liability .....                                      | 8  |
| 14. Audit rights .....   | 9  |
| 15. Intellectual Property.....   | 10 |
| 16. Confidentiality .....  | 10 |
| 17. Subcontractors .....   | 10 |
| 18. Transfer of rights and obligations .....                           | 12 |
| 19. Reorganisation .....   | 12 |
| 20. Trade Restrictions .....   | 13 |
| 21. Governing law, venue and dispute resolution .....                  | 13 |

Preamble

## Preamble

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### The Parties to the Framework Agreement

This framework agreement (the "**Framework Agreement**") has been entered into between:

The Norwegian Agency for Public and Financial Management with address Lørenfare 1C, 0585 Oslo and registration number 986 252 932 (hereafter "**DFØ**"), and

KPMG AS with address Sørkedalsveien 6, 0369 Oslo and registration number 935174627 (hereafter the "**Supplier**"),

**Service Category:** Cyber Risk Score

The Effective Date for the Framework Agreement is 1. September 2024.

### Term of the Framework Agreement

The Framework Agreement applies from the Effective Date and for a term of 2 (two) years. The Term of this Framework Agreement can be extended by DFØ, by giving the Supplier 3 (three) months written notice before its expiry. The Term of this Framework Agreement shall never be more than 4 (four) years, meaning that the Term may not be extended by more than 2 (two) years.

### Estimated and maximum Framework Agreement financial volume limit

This Framework Agreement is estimated to have a value of 35.000.000. Norwegian Krone ("**NOK**"). This amount is non-binding for DFØ.

The maximum volume of purchases under this Framework Agreement is 50.000.000. NOK.

### Authorised Representative

|            | For DFØ  | For the Supplier   |
|------------|--|--|
| Name:      | Gisle Elgsaas Vada   | Frank Horntvedt  |
| Position:  | Senior adviser   | Partner  |
| Telephone: | +47 916 97 432   | +47 920 16 394   |
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### Signatures

Date and place: Oslo, 21/8-24

For DFØ

Hilde Singsaas

Hilde Singsaas

Date and place: Oslo, 21/08-2024

For Supplier

Frank Horntvedt

Frank Horntvedt

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# General terms to the Framework Agreement

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## 1. GENERAL PROVISIONS

### 1.1 Purpose and scope

- 1.1.1 DFØ has established the Norwegian public sector cloud marketplace (“**MPS**”). DFØ shall facilitate a technical solution, i.e. a website with advanced technical features, legal and practical guidance to the public sector, and facilitate public procurement of cloud services and products for the Norwegian public sector.
- 1.1.2 As a part of MPS a set of framework agreements will be established for various Service Categories. The Service Category for this Framework Agreement is identified in the Preamble.
- 1.1.3 The main purpose of this Framework Agreement is to ensure that the Norwegian public sector receives access to cost-efficient, secure, flexible, modern, state of the art cloud and related services within the Service Category. It also sets out certain requirements for cooperation between DFØ and the Supplier on a general level. The main purpose is further set out in [Appendix 1 \(Services\)](#).
- 1.1.4 The Supplier undertakes to participate and deliver the Services offered under this Framework Agreement and shall ensure that DFØ is able to administer Call-Off Contracts sourced under the Framework Agreement in a timely and professional manner.
- 1.1.5 The Framework Agreement is voluntary and non-exclusive. DFØ and the Customers do not have any obligation to purchase any specific or minimum quantity of products and services during the Term of the Framework Agreement. DFØ and the Customers are free to purchase services within the scope of the Framework Agreement outside this Framework Agreement, including from other Suppliers.

### 1.2 Definitions

- 1.2.1 Capitalised terms and expressions shall have the meaning set out in [Appendix 7 \(Definitions\)](#) or, if not defined in [Appendix 7 \(Definitions\)](#), as otherwise defined in the applicable document.

### 1.3 Customers

- 1.3.1 The Customers that are entitled to use this Framework Agreement are listed in [Appendix 6 \(Customers\)](#).

### 1.4 Call-Off Contracts

- 1.4.1 The Framework Agreement sets out the terms and conditions under which the Customers are entitled to purchase, and the Supplier shall provide, the Services.
- 1.4.2 The Terms & Conditions described in [Appendix 4 \(Terms & Conditions\)](#) are mandatory Terms & Conditions for all Call-Off Contracts.

## General terms to the Framework Agreement

- 1.4.3 The Call-Off Contracts are independent agreements between a Customer and the Supplier that shall be performed in accordance with the terms and conditions of the respective Call-Off Contracts.
- 1.4.4 DFØ may, on request by a Customer, or on its own initiative enforce any provisions in a Call-Off Contract on behalf of that Customer.

## 1.5 Appendices to the Framework Agreement

- 1.5.1 The following appendices (including its attachments and related documents) are included as an integrated part of the Framework Agreement:

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| <b>Appendix 1 (Services)</b><br>Attachment 1.1 ( <i>Additional services</i> )  |
| <b>Appendix 2 (Charges)</b>  |
| <b>Appendix 3 (Governance and reporting)</b><br>Attachment 3.1 ( <i>Template for Management Information Report</i> )   |
| <b>Appendix 4 (Terms &amp; Conditions)</b><br>Appendix 4.1 ( <i>General Terms &amp; Conditions</i> )<br>Appendix 4.2 ( <i>Special Terms &amp; Conditions</i> )<br>Attachment 4.2.1 ( <i>Template DPA and SCC</i> )<br>Attachment 4.2.2 ( <i>Compliance with information security and data protection provisions</i> )<br>Appendix 4.3 ( <i>Ethical requirements</i> )<br>Attachment 4.3.1 ( <i>Self-assessment human rights</i> )<br>Appendix 4.4 ( <i>Environmental requirements</i> )<br>Appendix 4.5 ( <i>Supplier Standard Terms &amp; Conditions</i> )<br>Attachment 4.5.1 ( <i>List of subcontractors and sub processors</i> ) |
| <b>Appendix 5 (Call-Off)</b><br>Appendix 5.1 ( <i>Call-Off Contract Procedure</i> )<br>Appendix 5.2 ( <i>Order Form</i> )  |
| <b>Appendix 6 (Customers)</b>  |
| <b>Appendix 7 (Definitions)</b>  |

## 1.6 Order of precedence

- 1.6.1 In the event of ambiguity or inconsistency within this document or other documents being a part of the Framework Agreement, priority shall apply as set out in clause 1.4 of Appendix 4 (Terms & Conditions).

## 2. SCOPE

- 2.1 The Supplier shall offer the Services described in Appendix 1 (Services) to the Customers.
- 2.2 The Supplier shall offer 5 (five) licenses for MPS. The content of the licenses is further described in Appendix 1 (Services).

## 3. FINANCIAL PROVISIONS

### 3.1 Charges

- 3.1.1 The Charges offered by the Supplier to Customers under Call-Off Contracts are regulated in Appendix 2 (Charges).

## General terms to the Framework Agreement

- 3.1.2 The Charges offered are "all inclusive". Except for mandatory Norwegian value added tax (VAT), the Supplier shall not be entitled to impose or pass on any fees, costs, charges, taxes, duties, or expenses for the Services unless there is a specific charge set out in Appendix 2 (Charges). The absence of a specific fee, charge, or expense for a particular activity or product (including tools and licenses) does not mean that the particular activity does not form part of the Services.

### 3.2 Price adjustments

- 3.2.1 The Charges set out in Appendix 2 (Charges) may only be adjusted in accordance with any provisions clearly stipulated in Appendix 2 (Charges).

## 4. PROCUREMENT OF SERVICES

- 4.1 The Customer shall be entitled at any time, and in its absolute discretion, during the Term of the Framework Agreement to award Call-Off Contracts for the Services from the Supplier. Award of a Call-Off Contract shall be done based on the call-off procedures stipulated in Appendix 5.1 (Call-Off Contract Procedure), and by using Appendix 5.2 (Order Form).
- 4.2 The Supplier is obligated to offer the Services in accordance with the Framework Agreement and to respond to Customer's enquiries as quickly as possible. Deadlines for responses may be included in Appendix 5.1 (Call-Off Contract Procedure).
- 4.3 The Customer shall be entitled at all times to decline to make an award. Nothing in this Framework Agreement obliges any Customer to award a Call-Off Contract.

## 5. FRAMEWORK AGREEMENT GOVERNANCE AND REPORTING

- 5.1 The successful delivery of this Framework Agreement will rely on the ability of DFØ and the Supplier to develop a strategic relationship immediately following the conclusion of this Framework Agreement and maintaining this relationship throughout the Term of this Framework Agreement. To achieve this, there will be a requirement to adopt proactive framework management activities and sharing of information between DFØ and the Supplier.
- 5.2 DFØ and the Supplier shall meet at least once a year with their respective Authorised Representative (as described above) to discuss the performance under the Framework Agreement, unless otherwise specified in Appendix 3 (Governance and reporting). In addition, DFØ may convene a meeting, with the Supplier on 7 (seven) days' notice if there is a need to discuss matters relating to the contractual relationship and how the contractual relationship is being handled, and such matters cannot in the reasonable opinion of DFØ, wait until the next scheduled meeting. The Supplier shall participate with representatives as requested by DFØ, including representatives on executive level or specific roles such as Chief Information Security Officer (CISO).
- 5.3 Replacement of the Authorised Representative is subject to 2 (two) months' written notice unless shorter notice is needed due to situations outside the control of either Party.
- 5.4 In addition to the procedure described in clauses 5.1, 5.2 and 5.3, each Party shall comply with and cooperate with the other Party in facilitating the implementation of any additional governance procedures set out in Appendix 3 (Governance and reporting).

## General terms to the Framework Agreement

- 5.5 The Supplier shall provide to DFØ the Management Information Report as further specified in Appendix 3 (*Governance and reporting*) and in accordance with Attachment 3.1 (*Template for Management Information Report*). The Management Information Reports shall be used (among other things) to report on Call-Off Contracts agreed with Customers and transactions occurring during the month to which the Management Information Reports relate.

## 6. COLLABORATION WITH OTHER SUPPLIERS

- 6.1 Clause 6 of Appendix 4.1 (*General Terms & Conditions*) applies mutatis mutandis to this Framework Agreement.

## 7. COMMUNICATION

- 7.1 All notices and communication, except for routine communication, concerning this Framework Agreement shall be directed to the Authorised Representative.
- 7.2 For clarification: written notices or communications includes email to the email address of the appropriate authorised person or role.

## 8. REGULATORY AND ETHICAL REQUIREMENTS

- 8.1 The Supplier shall throughout the Term of this Framework Agreement comply with the terms set out in clause 8 of Appendix 4.1 (*General Terms & Conditions*) which shall apply mutatis mutandis to this Framework Agreement.
- 8.2 The Supplier shall, within 30 (thirty) days after a written request from DFØ, provide reasonable documentation to verify compliance for the Supplier itself and throughout its supply chain.

## 9. INFORMATION SECURITY AND DATA PROTECTION

- 9.1 The Supplier acknowledges that information security is of critical importance to the Norwegian government and Customers under this Framework Agreement and the Call-Off Contracts.
- 9.2 The Supplier shall throughout the Term of this Framework Agreement comply with the terms set out in clause 9 of Appendix 4.1 (*General Terms & Conditions*).
- 9.3 The Supplier shall, within 30 (thirty) days after a written request from DFØ, provide reasonable documentation to verify compliance of any security or data protection provisions in the Terms & Conditions.
- 9.4 In the event of a serious security incident relating to the Services in general or affecting several Call-Off contracts, the Supplier shall immediately report in writing directly to DFØ, and no later than an initial warning within 24 hours and a report of the incident within 72 hours. The same applies to any serious Personal Data breaches.

## 10. CHANGES TO THE FRAMEWORK AGREEMENT

- 10.1 This Framework Agreement can only be amended by written agreement between the Parties. The procedure for amending the Framework Agreement ("Change Procedure") is



## General terms to the Framework Agreement

set out in [Appendix 3 \(Governance and reporting\)](#). Unless otherwise agreed, the Parties shall implement the change without undue delay in accordance with the amendment agreement.

- 10.2 The Parties may, acting reasonably, request a change to this Framework Agreement by sending a written request to the other Party ("**Change Request**"). The written request shall include sufficient details to assess the extent of the proposed change and any additional cost that may be incurred, and a reasonable time frame for response. The procedure for Change Requests ("**Change Procedure**") are set out in [Appendix 3 \(Governance and reporting\)](#)
- 10.3 An amendment of the Framework Agreement applies for the Framework Agreement and future Call-Off Contracts under the Framework Agreement. To the extent explicitly stated in the amendment, the Parties can agree amendments with the effect that the Terms & Conditions in ongoing Call-Off Contracts are also amended.
- 10.4 If DFØ is unable to agree or implement the proposed change, the Supplier shall continue to perform its obligations under this Framework Agreement without the change.
- 10.5 Notwithstanding the other provisions in this clause 10, the Services available under this Framework Agreement may be subject to modifications or updates to enhance functionality, security, or performance. To the extent the Supplier is entitled to make such changes under the Terms & Conditions set out in [Appendix 4 \(Terms & Conditions\)](#), the Supplier can make such changes under the Framework Agreement applicable for future Call-Off Contracts. The relevant provisions of the Terms & Conditions shall apply mutatis mutandis between DFØ and the Supplier.

## 11. BREACH

### 11.1 General

- 11.1.1 The rights and remedies (in Norwegian: "misligholdsbeføyelser") available under Norwegian law apply to this Framework Agreement with respect to breach; except to the extent derogated from in this Framework Agreement.
- 11.1.2 Breach of Call-Off Contracts is regulated in the respective Call-Off Contract.

## 12. TERMINATION AND SUSPENSION

### 12.1 Termination without notice

- 12.1.1 This Framework Agreement terminates without notice when:
- a) this Framework Agreement expires; or
  - b) the maximum volume of purchases or service offerings under this Framework Agreement as defined in the Preamble, has been reached.
- 12.2 **Termination for convenience**
- 12.2.1 DFØ, but not the Supplier, may terminate the Framework Agreement for convenience (without any termination fee or other compensation to the Supplier):
- a) by giving at least 30 days written notice to the Supplier; or

## General terms to the Framework Agreement

- b) with immediate effect if the Supplier becomes or is, in the reasonable opinion of DFØ, likely to become subject to a Change of Control situation if, in the reasonable opinion of DFØ, such Change of Control situation has (or shall have) a material adverse effect on the suitability and capacity of the Supplier following such Change of Control to fulfil its obligations under the Framework Agreement and related Call-Off Contracts. Such assessment of suitability to include, without limitation, consideration of the financial standing, nationality/origin, internal safety considerations and historic ethical behaviour. The same applies for the Supplier's subcontractors unless the Supplier is willing to change Subcontractor.

### 12.3 Termination for cause

12.3.1 DFØ shall always be entitled to terminate this Framework Agreement for cause (Norwegian: "heve") with immediate effect if:

- a) the Supplier is in a material breach of this Framework Agreement;
- b) the Supplier is in a material breach of a Call-Off Contract or a Call-Off Contract is otherwise terminated for cause by Customer;
- c) the Supplier is in breach of clause 8 (Regulatory and ethical requirements) or clause 9 (*Information security and Data Protection*) of this Framework Agreement and the breach is not insignificant; or
- d) the Supplier refuses to deliver according to the terms of this Framework Agreement and Call-Off Contract.

### 12.4 Consequences of termination or expiry

12.4.1 Unless otherwise specified, termination or expiry of the Framework Agreement shall not affect existing Call-Off Contracts. All Call-Off Contracts shall remain in force unless they terminate or expire under the terms of the Call-Off Contract.

12.4.2 After termination or expiry of the Framework Agreement, Customers may no longer enter into new Call-Off Contracts with the Supplier.

12.4.3 Within 7 days, or sooner if requested by Customer, of the date of termination or expiry of the Framework Agreement, the Supplier shall delete or return to DFØ any and all Confidential Information in the Supplier's possession, save that it may keep 1 (one) copy of any such information to the extent reasonably necessary to comply with its obligations under any applicable Law.

### 12.5 DFØ's right to suspend (N/A)

## 13. LIMITATION OF LIABILITY

13.1 Liability for damages under the Framework Agreement is limited to direct loss. Direct loss shall always include losses as described in clause 14.1 of [Appendix 4 \(General Terms & Conditions\)](#).

13.2 The Supplier's total aggregated liability for breach of the Framework Agreement (other than liability which is subject to clause 13.3) shall be limited to 50.000.000 NOK.

## General terms to the Framework Agreement

- 13.3 Notwithstanding clause 13.2 above, the Supplier's total aggregated liability for breach of data protection provisions shall be limited to 50.000.000 NOK.
- 13.4 DFØ shall have no financial liability whatsoever under this Framework Agreement. Individual Customers can only have financial liability as set out in the respective Call-Off Contracts.
- 13.5 This clause 13 (*Limitation of liability*) shall not limit the Parties liability under any individual Call-Off Contracts.

## 14. AUDIT RIGHTS

- 14.1 DFØ shall, by itself or by use of a third party, have the right to carry out audits of the Supplier in order to:
- a) verify that the Supplier is complying with its obligations under the Call-Off Contract, including, but not limited to compliance with any applicable Laws, information security and data protection regulation;
  - b) carry out fraud risk reviews;
  - c) carry out IT security risk reviews;
  - d) carry out data security and data protection reviews (including penetration tests);
  - e) accommodate requests from Norwegian security authorities and for reasonable compliance with Laws, hereunder the Norwegian Security Act; or
  - f) accommodate requests from other Norwegian authorities, such as the National Audit Office (in Norwegian: "Riksrevisjonen") and for reasonable compliance with laws, hereunder the Norwegian Office of the Auditor General Act.
- 14.2 When reasonably possible, the Supplier shall be given 14 (fourteen) days' prior written notice before the audit starts. Third parties acting on behalf of the DFØ shall not be direct competitors of the Supplier unless the Supplier approves the use of such competing third party.
- 14.3 The Supplier shall grant on-premises access to all relevant sites, locations, datacentres, offices records and material as reasonably requested. It is the Supplier's responsibility that relevant access is granted also for Supplier's Affiliates and Subcontractors as reasonably possible. If DFØ is not granted relevant access to Supplier's Affiliates and Subcontractors, DFØ may request the Supplier to perform an audit of their Affiliates and Subcontractors on DFØ's behalf, or provide sufficient documentation or verification provided by a third-party.
- 14.4 The audit shall, to the extent reasonable and possible, be carried out during Supplier's normal business hours. To the extent the audit requires access to business sensitive information, the audit shall be subject to a separate written confidentiality agreement reasonably acceptable to the Supplier.
- 14.5 Audit reports performed by other third parties within the last 12 (twelve) months may be, at DFØ's sole discretion, considered sufficient documentation as long as the scope of DFØ's audit and the audit reports from other third-parties are similar.
- 14.6 If the audit reveals any breach of the Framework Agreement by the Supplier, the Supplier shall reimburse DFØ the costs of the audit.

General terms to the Framework Agreement

## **15. INTELLECTUAL PROPERTY**

### **15.1 Intellectual Property**

15.1.1 Clause 16.1 of Appendix 4.1 (*General Terms & Conditions*) applies mutatis mutandis to this Framework Agreement.

### **15.2 Indemnities for third-party claims**

15.2.1 The same indemnities with respect to third-party claims shall apply between the Parties under this Framework Agreement as under Call-Off Contracts as regulated in clause 16.2 of Appendix 4.1 (*General Terms & Conditions*), except the referral to clause 14 (*Limitation of liability*) in the Call-Off Contract shall be replaced with a referral to clause 13 (*Limitation of Liability*) in this Framework Agreement.

### **15.3 Third-party claims arising under any Call-Off Contract**

15.3.1 The Supplier shall inform DFØ of any third-party claims arising under any Call-Off Contract.

15.3.2 For any third-party claim arising under any Call-Off Contract, MPS has the right to appoint its own independent counsel in addition to the Customers independent counsel. MPS' independent counsel shall have the same rights as the Customers independent counsel.

15.3.3 MPS have the right to co-counsel the Customers independent counsel.

## **16. CONFIDENTIALITY**

16.1 Clause 17 of Appendix 4.1 (*General Terms & Conditions*) applies mutatis mutandis to the Parties to this Framework Agreement with the modifications specified in this clause 16.

16.2 The confidentiality obligation shall not prevent DFØ from disclosing:

16.2.1 information to Customers or other public bodies on a confidential basis, hereunder relating to performance, contractual terms and pricing;

16.2.2 information provided in the Management Information Report to Customers and other public bodies; or

16.2.3 general statistics and analyses, including use of the Management Information Reports, to the public.

16.3 This obligation shall apply for a period of 5 (five) years after the termination or expiry of the Framework Agreement.

## **17. SUBCONTRACTORS**

### **17.1 Vetting of subcontractors**

17.1.1 This clause 17.1 sets out mandatory requirements that the Supplier shall comply with when engaging any new Subcontractor under the Framework Agreement.

## General terms to the Framework Agreement

- 17.1.2 Prior to engaging a new Subcontractor, the Supplier shall conduct a throughout vetting process to assess the Subcontractor's ability to fulfil the contractual obligations outlined in the Framework Agreement, effectively manage security risks, comply with applicable Laws, and provide adequate data protection in accordance with the requirements of the General Data Protection Regulation (GDPR) Article 28(4).
- 17.1.3 The vetting process shall, at a minimum, include:
- a) a review of the Subcontractor's data protection and security policies, security measures, and compliance with applicable Laws;
  - b) an evaluation of the Subcontractor's past and current performance;
  - c) a risk assessment of the Subcontractor;
  - d) verification of necessary licenses and certifications;
  - e) clarification of any notifications made to data protection authorities or other relevant authorities within the last three years;
  - f) validation that the Subcontractor has sufficient insurance coverage in place; and
  - g) if the Subcontractor shall process personal data on behalf of Customers, a validation to ensure that the Subcontractor can provide sufficient guarantees for implementing appropriate technical and organizational measures to meet the requirements of GDPR Article 28(4).
- 17.1.4 The Supplier shall promptly inform DFØ in writing of any planned changes concerning the addition or replacement of Subcontractors. DFØ shall have the right to object to such changes on reasonable grounds. This includes changes in ownership for existing subcontractors.
- 17.1.5 The Supplier shall enter into a written agreement with each Subcontractor, incorporating data protection provisions that are at least as protective as those set forth in the Framework Agreement and as required by GDPR Article 28(4) or other relevant Laws.
- 17.1.6 The Supplier shall ensure that all Subcontractors comply with the obligations set out in the Framework Agreement and shall provide sufficient guarantees to DFØ or the Customer in this regard.
- 17.1.7 For data processors, further obligations are set out in clause 22 of [Appendix 4.2 \(Special Terms & Conditions\)](#).
- 17.1.8 This clause 17.1 shall not affect the rights of the Customer under the Call-Off Contract.

## 17.2 Liability

- 17.2.1 If the Supplier uses Subcontractor(s), the Supplier is liable for the performance of these tasks, in the same way as if the Supplier was performing the tasks itself and shall procure full compliance by the Subcontractor(s) with the terms of this Framework Agreement.

## 17.3 List of subcontractors

- 17.3.1 The Supplier shall maintain a list of Subcontractors and sub-processors that participate directly in the delivery of the Supplier's Services. The list shall be set out in [Attachment 4.5.1 \(List of subcontractors and sub processors\)](#) or online at a provided hyperlink. The list

shall include information regarding which specific Services the Subcontractors and sub-processors contribute with, the country of incorporation and country of incorporation of ultimate owner which shall be available to DFØ upon request. The list shall clearly show which Subcontractors are sub-processors, and what kind of processing the sub-processors perform, including the country where the processing is performed. The Supplier shall notify DFØ promptly in writing of any changes or additions to the list of Subcontractors and sub-processors, cf. clause 17.1.4. If requested by DFØ, the Supplier shall further provide the following information for each Subcontractor and sub-processor and the ultimate owner; (i) name of the managing director and members of the board of directors, (ii) ownership structure, (iii) where production facilities are located and (iv) documentation relating to the performed vetting of the subcontractor including information as set out in clause 17.1.

## 18. TRANSFER OF RIGHTS AND OBLIGATIONS

18.1 The Supplier may assign its rights and obligations under this Framework Agreement.

18.2 The Supplier shall notify DFØ in writing as soon as possible of any novation or assignment, and no later than 60 (sixty) prior to the novation or assignment taking effect. The notification shall as a minimum include information about:

- a) Who the contract will be assigned or novated to;
- b) Country of origin for the company;
- c) Ownership structure, including ultimate beneficial owner(s);
- d) Where production facilities are located; and
- e) Reasons for assignment and novation.

DFØ may request additional information.

18.3 The Supplier shall notify in writing as soon as possible of any changes to the Supplier's corporate structure and ownership, including, but not limited to, changes to parent companies, Affiliates and Subsidiaries. The written notice shall include information as set out in section 18.2 as well as information about percentage of ownership. If the Supplier or parent company is listed at a stock exchange, the Supplier must only inform of changes in ownership where the change is substantial, and always where the change entails a Change of Control. Clause 12.2.1 b) Change of Control applies mutatis mutandis for situations where the Supplier transfer or novates any rights and obligations to another party.

18.4 DFØ is a public body and may assign its rights and obligations under this Framework Agreement in full or partially to another public body, entity or organisation including, but not limited to, centralised organisations for public entities and/or the municipalities.

## 19. REORGANISATION

19.1 From time to time the Norwegian government may reorganise entities in the public sector for multiple reasons. The Parties agree to minimise any potential negative impact of such reorganisations and to negotiate in good faith solutions to such events.

19.2 The list of Customers in [Appendix 6 \(Customers\)](#) may change upon notice by DFØ during the Term of this Framework Agreement due to such reorganisations, as defined in clause 19.1.

**20. TRADE RESTRICTIONS**

20.1 The Supplier has equivalent obligations for Trade Restrictions towards DFØ regarding the total Service offering under the Framework Agreement as for Customer in regard to individual Call-Off Contracts, and clause 20 (*Trade restrictions*) of Appendix 4.1 (*General Terms & Conditions*) shall apply mutatis mutandis to this Framework Agreement.

**21. GOVERNING LAW, VENUE AND DISPUTE RESOLUTION**

**21.1 Governing Law**

21.1.1 The Parties' rights and obligations under the Framework Agreement are governed exclusively and in their entirety by Norwegian law, hereunder also, for the avoidance of doubt, the Supplier Terms.

**21.2 Legal venue and Dispute Resolution**

21.2.1 If a dispute is not resolved through negotiations, each Party may require the dispute to be resolved with final effect exclusively before the Norwegian courts of law.

21.2.2 Notwithstanding clauses 21.1 and 21.2, DFØ may require that the dispute shall instead be solved by arbitration in Norway. The arbitration shall be held in Oslo, Norway, and shall be conducted in Norwegian or English language. The award or decision made by the arbitral tribunal shall be final and conclusive and have binding effect upon the Parties to the arbitration and may be enforced in the same manner as a judgment or order of a court of competent jurisdiction. The costs of the arbitration shall be fixed and paid as specified in the award.

