

1. Collaboration Agreement and the cooperating parties

This agreement on electronic collaboration (Collaboration Agreement) has been entered into by the following parties:

	Buyer	Supplier														
Name of company	<p>The enterprises in Helse Midt-Norge who is a part in the purchase agreement:</p> <ul style="list-style-type: none">• Helse Midt-Norge RHF<ul style="list-style-type: none">• Avd; Helse Midt-Norge RHF, Stjørdal• Avd; Helse Midt-Norge RHF, Helse Midt-Norge IT (Hemit)• St. Olavs Hospital HF• Helse Nord-Trøndelag HF• Helse Møre og Romsdal HF• Sykehusapotekene i Midt-Norge HF• Trøndelag Ortopediske Verksted AS															
Organisation number	<p>Org.number:</p> <table><tr><th>Enterprise</th><th>Org.nr.</th></tr><tr><td>Helse Midt-Norge RHF</td><td>983658776</td></tr><tr><td>St. Olavs Hospital HF</td><td>883974832</td></tr><tr><td>Helse Nord-Trøndelag HF</td><td>983974791</td></tr><tr><td>Helse Møre og Romsdal HF</td><td>997005562</td></tr><tr><td>Sykehusapotekene i Midt-Norge HF</td><td>983974805</td></tr><tr><td>Trøndelag Ortopediske Verksted AS</td><td>987033800</td></tr></table>	Enterprise	Org.nr.	Helse Midt-Norge RHF	983658776	St. Olavs Hospital HF	883974832	Helse Nord-Trøndelag HF	983974791	Helse Møre og Romsdal HF	997005562	Sykehusapotekene i Midt-Norge HF	983974805	Trøndelag Ortopediske Verksted AS	987033800	
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The Collaboration Agreement in hands applies to the conduct of electronic interaction and intends to harmonize their mutual expectations and ensure good progress on implementation of e-commerce solution.

This document covers the following phases of the procurement process. Fill in the access point to be used for receiving the different formats.

		Access Points (Link to information about infrastructure and access point)
Product catalogues (buyer)	<input checked="" type="checkbox"/>	www.evry.no/aksesspunkt
Order (supplier)*	<input checked="" type="checkbox"/>	
Order receipt (buyer)	<input checked="" type="checkbox"/>	www.evry.no/aksesspunkt
EHF despatch advice (buyer)	<input type="checkbox"/>	
Billing (buyer)	<input checked="" type="checkbox"/>	www.evry.no/aksesspunkt

* The message exchange for order and order confirmation will be implemented after further notice and in collaboration between the parties. See clause 2.1.

The parties acknowledge that the technical solutions and services signed with a third party shall comply with the requirements of this agreement.

If it has been created a business deal or purchase agreement between the parties the Collaboration Agreement will constitute an annex to this, and describe the terms and conditions applicable to the electronic interaction between the parties. Unless another agreement has been established, the Collaboration Agreement will constitute a separate independent contract. A Collaboration Agreement signed with a supplier may also apply to any new agreement with the same provider. A Collaboration Agreement will thus be able to apply for two or more separate contracts with the same supplier.

Reference to the Business Agreement(s) to which the Collaboration Agreement applies	All purchase contracts that at any given time are valid for one or more enterprises in Helse Midt-Norge.
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If there is no business agreement the mutual termination of the collaboration agreement is set to 90 days.

Changes to the Collaboration Agreement shall be mutually agreed and documented in a revised version of the agreement. Proposed amendments and/or changes shall be notified to the other Party in writing of 2 months notice. Response shall be provided within 10 working days.

If there is a conflict between this Collaboration Agreement and the referenced business agreement(s) / purchase agreement(s), the following principle of interpretation applies:

- The Collaboration Agreement shall take precedence over general business conditions in the purchase agreement (s) / Business Agreement (s)

In the event of lack of follow-up or breach of the Collaboration Agreement, sanctions may be appropriate where required by the Business Agreement/Purchase Agreement or by the general principles of contractual law

The Parties shall provide their technical solutions, procedures and organization – including necessary agreements with any operator solution platform – enabling electronic communication in accordance with the descriptions in this Collaboration Agreement to be accessible from:
01.06.2016.

Starting date for online collaboration pursuant to this Collaboration Agreement.

Enterprise:	Starting date:
Helse Nord-Trøndelag HF	01.06.2016
Helse Midt-Norge RHF (incl. Hemit)	01.06.2016
St. Olavs hospital HF	01.03.2017
Trøndelag Ortopediske Verksted AS	01.03.2017
Helse Møre og Romsdal HF	01.12.2016
Sykehusapotekene in Midt-Norge HF	01.12.2016

All previous Collaboration Agreements expires on the same date.

The Parties have a duty of disclosure of matters affecting the availability of the services and technical solutions that the parties established by this Agreement and which affect the parties' ability to conduct electronic business.

If one of the parties makes it impossible to conduct electronic collaboration for a period of 14 calendar days and this is not agreed in advance, the agreement shall be deemed in default and the sanctions regime, if agreed in the Business Agreement/Purchase Agreement, takes effect.

Enquiries regarding this Collaboration Agreement shall be addressed in writing to:

	Buyer	Supplier
Name of company	Helse Midt-Norge RHF Strandveien 1 7500 Stjørdal	
Primary contact	Driftssenteret	
E-mail address	hmn.katalog@helse-midt.no	

In addition, please refer to the contact persons listed in the Business Agreement between the parties.

	Buyer	Supplier
Binding signature	Ingerid Gunnerød	
Date of signature		

2. Message exchange

Unless otherwise expressly agreed in clause 2.1 and 2.2, all the exchange of electronic messages shall be made in accordance with applicable EHF format and transmitted to the receiver over the PEPPOL custom components and transport infrastructure (http://www.peppol.eu/peppol_elements).

Use of PEPPOL transport infrastructure requires that partner is registered in ELMA or PEPPOL SMP, and that electronic messages are delivered to the address indicated in PEPPOL SML.

2.1 Alternative transport infrastructure

The message exchange for order and order confirmation will be implemented after October 1st 2016. Implementation will take place after further notice, and in collaboration between the parties. Until this time, order and order confirmation will be transported to the supplier via email.

Alternative transport channels should as a standard not be used.	
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2.2 Alternative message format

Alternative message formats should as a standard not be used.	
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2.3 Information values in electronic messages

The Parties agree that the following values are used in the electronic messages exchanged:

	Type	Comment / Reference / Example
Identification of customer ¹ .	Organisation-number	
Identification of customer address ² .	Mailing /deliveryaddress	
Identification of goods and services ³ .	Primarily the customer's article number. Secondarily the supplier's article number.	If the customer's article number is not available, the supplier's article number should be used.
Order reference	The customer's order number	If the customer's order number is not available one should specify a person reference.
Invoice reference	The customer's order number	If the customer's order number is not available one should specify a person reference.
Framework Agreement ⁴ .	The customer's case number and archive number	
Format of Attachment ⁵ .	In accordance to the EHF specifications	

¹ E.g. organisation number, customer number or GLN.

² E.g. mail / street address or GLN.

³ E.g. GTIN, customer item number or supplier's item number.

⁴ E.g. reference to the framework agreement if relevant / existing.

⁵ For those providers who want to add the attachment, the attachment must be one of the recommended formats defined by the EHF.

3. Electronic product catalogue

Message exchange and information content of individual messages shall be in accordance with the EHF specification and the parties' registration in ELMA (PEPPOL SMP/SML) unless otherwise agreed to in paragraph 2.

The product catalogue will be updated upon request and / or at least once a year.

If the catalogue response is used it must be sent by the buyer within 3 business days after the catalogue is received.

3.1 Requirements for quality

The following requirements apply to the quality of the product catalogue that the supplier has to make available for purchase at all times:

Quality parameter / Attribute		Required Scorecard rating (0-5) ¹
A	Product Name	5
B	Product Description	5
C	Photos	5
D	Classification (UNSPSC) ²	5
E	Synonyms / keywords	5
F	Product identity ³	5
G	Attachments	5 – applies to the risk products where HMS-Material Safety Data Sheet* is mandatory

* use the term with reference to the definition from the Norwegian Labour Inspection Authority.

¹ For quality parameters for the catalogue see requirements matrix paragraph 7.

² Classification of goods and services according to UNSPSC is mandatory in product catalogues. The most common version amongst public sector is 10.5. It is important that buyer and supplier are reconciled regarding which version to use.
See <http://www.anskaffelser.no/elektronisk-handel/temaer-elektronisk-handel/klassifisering-unspsc>

³ Product identity means the manufacturer's name and item number, in addition to the Supplier's item number.

4. Order

Message exchange and information content of individual messages shall be in accordance with the EHF specification and the parties' registration in ELMA (PEPPOL SMP/SML) unless otherwise agreed to in paragraph 2.

If the order confirmation is used it must be sent by the supplier within 1 business day after the order is received.

4.1 Use of "Accepted with change"

The parties agree that the Supplier may use confirmations with status "Accepted with modification" in the following situations:

Type of change	Yes	No
Changed delivery date applicable to the whole order	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Changed delivery date applicable to a single order line	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reduction in quantity to be delivered	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Replacement product*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Changed price (in cases of variable contractual price or when the price is lower than the contractual price)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Split delivery for one or more order lines over two or more delivery dates (backorder)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Split delivery is to be accepted unless otherwise agreed upon in other purchase contract between the parties.		
Other changes (to be specified):	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*Must be agreed with the buyer before the order confirmation is sent

4.2 Buyer's reaction to "Accepted with change"

It is agreed that one of these principles is the buyer's treatment of confirmation with status "Accepted with amendment":

Principle	Yes	No
Tacit acceptance If the Supplier confirms with the status "Accepted with change" the Supplier's changes are considered accepted by the Buyer unless the Buyer posts a response to the Supplier within 1 business day after receiving the order confirmation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cancellation and new order If the Supplier confirms with the status "Accepted with change" the Buyer should always cancel the order and initiate a new ordering process if applicable.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Change order If the Supplier confirms with the status "Accepted with change" the Buyer shall always confirm or reject the change within 3 business days after receiving the order confirmation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Shipping and Goods Receipt

Message exchange and information content of individual messages shall be in accordance with the EHF specification (EHF despatch advice) and the parties' registration in ELMA (PEPPOL SMP/SML) unless otherwise agreed to in paragraph 2.

6. Billing

Message exchange and information content of individual messages shall be in accordance with the EHF specification and the parties' registration in ELMA (PEPPOL SMP/SML) unless otherwise agreed to in paragraph 2.

7. Quality parameters for the electronic product catalogue

The following quality parameters are meant to help the Buyer make requirements of the Supplier with respect to the desired quality of the electronic catalogue. To enhance the purchasing experience and searchability for the end-user, thereby increasing contract loyalty, the highest possible points score is recommended. Numeric value required in section for catalogue.

Attribute	Value	Criteria
A - Product name	0	Item number, type or similar term to be used as item name. No information about product type.
	1	Key terminology is abbreviated, Important product information is missing (flex. manufacturer/make). Item name is not unique
	2	See value 1. Item names are unique.
	3	Item name is unique and descriptive, but not rationalised. (See value 4). No abbreviated key terms.
	4	Rationalised item names according to advised syntax (Type of product – make/model – key attribute). Unique names. No abbreviated key terms.
	5	See value 4. Conventional names and terms are used (user friendly, easy to understand for all end users)
B - Product description	0	Product descriptions are shorter and less informative than item name. Product descriptions are missing.
	1	Product description = Item name
	2	Important information is missing (e.g. PC memory)
	3	The products' objectives and characteristics are described. Key terms are abbreviated.
	4	Detailed descriptions with all vital product information. No abbreviated key terms.
	5	Unbiased information describing the products' objectives and characteristics. No unnecessary advertisements or irrelevant information. (all products have a product description)
C - Photos	0	Less than 15% of all items have links to pictures
	1	At least 15% of all items have links to pictures
	2	25% of all items have links to pictures
	3	50% of all items have links to pictures
	4	Correctly formatted (size and weight) and relevant pictures are linked to 80% of all items
	5	Correctly formatted (size and weight) and relevant pictures are linked to 99% of all items
D - Classification (UNSPSC)	0	Less than 80% of all items are classified in correct segment (level 2)
	1	At least 80% of all items are classified in correct segment (level 2)
	2	99% of all items are classified in correct segment (level 2)
	3	99% of all items are classified in correct family (level 3)
	4	90% of all items are classified in correct class (level 4). The remaining 10% must be classified in correct family (level 3).
	5	99% of all items are classified in correct product group (level 4). The remaining 1% must be classified in correct family (level 3).
E - Synonyms	0	No synonyms
	1	Synonyms / key words identify the selection / supplier rather than the individual products, e.g. stationery, furniture, cleaning equipment etc., and might lead to irrelevant hits.
	2	Synonyms / key words identify 25% of all items
	3	Synonyms / key words identify 50% of all items. They have to be as accurate as possible to give good search precision. Too general synonyms give irrelevant hits.
	4	Synonyms / key words identify 75% of all items. They have to be as accurate as possible to give good search precision. Too general synonyms give irrelevant hits.
	5	Synonyms / key words identify 95% of all items. They have to be as accurate as possible to give good search precision. Too general synonyms give irrelevant hits.
F - Product identity	0	The Supplier's item number has a bad format giving low hit rate (e.g. starts with '0000' or contains spaces).
	1	The Supplier's item number has the same format/syntax in the e-catalogue as in the web-shop/printed catalogue
	2	The Supplier's item number has the same format/syntax in the e-catalogue as in the web-shop/printed catalogue The name of the manufacturer and the manufacturer's item number are missing in the catalogue
	3	25% of all items contain the manufacturer's name and the manufacturer's item number. (exception: services and suppliers of logistics). The Supplier's item number has the same format/syntax in the e-catalogue as in the web-shop/printed catalogue
	4	50% of all items contain the manufacturer's name and the manufacturer's item number. (exception: services and suppliers of logistics). The Supplier's item number has the same format/syntax in the e-catalogue as in the web-shop/printed catalogue
	5	99% of all items contain the manufacturer's name and the manufacturer's item number. services and suppliers of logistics). The Supplier's item number has the same format/syntax in the e-catalogue as in the web-shop/printed catalogue
G - Attachments	0	No attachments
	1	Link to the Supplier's home page. No product-specific links, technical specifications or data sheets.
	2	25% of all items have product-specific links. (NB! No picture links), technical specifications or data sheets.
	3	50% of all items have product-specific links. (NB! No picture links), technical specifications or data sheets.
	4	75% of all items have product-specific links. (NB! No picture links), technical specifications or data sheets.
	5	99% of all items have product-specific links. (NB! No picture links), technical specifications or data sheets.

8. References

Format	Link
EHF Katalog	http://www.anskaffelser.no/prosess/elektronisk-handel/bruk-av-digitale-verktoy/folge-opp-leveranse-og-kontrakt/katalogprosess
EHF Ordre	http://www.anskaffelser.no/prosess/elektronisk-handel/bruk-av-digitale-verktoy/folge-opp-leveranse-og-kontrakt/ordre-og-0
EHF Pakkseddel	http://www.anskaffelser.no/prosess/elektronisk-handel/bruk-av-digitale-verktoy/folge-opp-leveranse-og-kontrakt-0
EHF Faktura	http://www.anskaffelser.no/prosess/elektronisk-handel/bruk-av-digitale-verktoy/folge-opp-leveranse-og-kontrakt/fakturaproess-5
EHF Kreditnota	http://www.anskaffelser.no/prosess/elektronisk-handel/bruk-av-digitale-verktoy/folge-opp-leveranse-og-kontrakt/fakturaproess-5
PEPPOL infrastruktur	http://www.anskaffelser.no/elektronisk-handel/temaer-elektronisk-handel/aksesspunkt-transportformidlar-i-infrastruktur
Validator EHF formater	http://vefa.difi.no/validator/