

1. Collaboration Agreement and the cooperating parties

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

	Name of company	Organisation number (listed in ELMA=SMP)
Buyer (responsible of agreement)	Helse Midt-Norge RHF	983658776
Associated enterprise(s)	Foretakene i Helse Midt-Norge som den aktuelle innkjøpskontrakt gjelder for. Helse Midt-Norge RHF <ul style="list-style-type: none"> • Helse Midt-Norge RHF, Stjørdal • St. Olavs Hospital HF • Helse Nord-Trøndelag HF • Helse Møre og Romsdal HF • Sykehusapotekene i Midt-Norge HF • Trøndelag Ortopediske Verksted AS • Hemit HF • Helseplattformen AS 	983658776 883974832 983974791 997005562 983974805 987033800 928033821 922307814
Supplier (responsible of agreement)		
Associated subcontractor(s)		

This Collaboration Agreement applies to the conduct of electronic interaction and intends to harmonize their mutual expectations and ensure satisfactory progress on implementation of the e-commerce solution.

This document covers the following phases of the procurement process.

	Yes/No	Comments
Product catalogues (buyer)	Yes	
Order (supplier)*	Yes	
Order receipt (buyer)*	Yes	
Despatch advice (buyer)*	Yes	
Billing (buyer)	Yes	Required by law

* Message exchange for order, order receipt, and Despatch advice will be introduced by further agreement between the parties. See section 2.1. in this agreement.

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

If the parties have entered into a business agreement or purchase agreement, this Collaboration Agreement will constitute an annex to that agreement, and describes the terms and conditions applicable to the electronic interaction between the parties. If a business or purchase agreement does not exist between the parties, this Collaboration Agreement will constitute a separate and independent contract. A Collaboration Agreement signed by a supplier may also apply to any new business or purchase agreement with the same supplier. A Collaboration Agreement may therefore apply to two or more separate business or purchase agreements with the same supplier.

Reference to the Business Agreement(s) to which the Collaboration Agreement applies	All purchase agreements that are valid at all times for one or more companies in Helse Midt-Norge
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If there is no business agreement between the parties, the mutual termination of this Collaboration Agreement is set to 90 days.

The parties will at all times accept the latest version of the Collaboration Agreement, which is available at www.helse-midt.no.

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 ensure that their solutions are ready for electronic collaboration. The commencement date for electronic Collaboration according to this Agreement shall take place no later than the date of commencement of the purchase agreement.

The Parties have an active duty to provide information on matters affecting the availability of the services and technical solutions that the parties have established by this Agreement and which affect the parties' ability to conduct electronic collaboration.

If one of the parties causes the electronic collaboration to no longer be feasible for a period of 14 calendar days and this is not agreed in advance, this Agreement shall be deemed breached.

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

	Buyer	Supplier
Name of company Adress	Helse Midt-Norge RHF Wesselsvei 75 7502 Stjørdal	
Primary contact Title	Driftssenteret for Logistikk og Økonomi	
E-mail address	hm.n.katalog@hemit.no	

In all other respects, please refer to the contact persons listed in the Business Agreement between the parties.

	Buyer	Supplier
Binding signature		
Date of signature		
Title		
Name		

When entering into a new agreement, the agreement is signed electronically, and unless otherwise agreed, the supplier's contact person is the same as stated in the agreement.

2. Message exchange

Unless otherwise is expressly agreed in clause 2.1 and 2.2, exchange of electronic messages shall be made in accordance with applicable EHF formats and shall be transmitted to the receiver over the PEPPOL transport infrastructure.

Use of PEPPOL transport infrastructure (EHF) requires that the receiver is registered in [ELMA](#) or another PEPPOL SMP, and that electronic messages are delivered to the address stated in PEPPOL SML.

2.1 Alternative transport infrastructure or data format

The following optional process(es) or data formats are agreed for the exchange of electronic messages instead of, or in addition to, EHF transport infrastructure or the EHF data format.

Alternative transport infrastructure/format	Yes/No	Comments
Message exchange for order, order receipt, and Despatch advice to be introduced by further agreement between the parties.		

2.2 Information values in electronic messages

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

Specification	Comment / Reference / Example
Identification of customer	Organization number
Identification of customer address	Machine-readable value / GLN
Identification of goods and services .	Customer's article number. If the customer's article number is not available, the supplier's article number must be used.
Order reference	Customer Order Number. If the customer's order number is not available, a personal reference must be entered.
Invoice reference	Customer Order Number. If the customer's order number is not available, a personal reference must be entered.
Framework Agreement	Frame Agreement number from Sykehusinnkjøp/Innkjøpsportal and or SAP contract number
Format of Attachment	According to EHF specifications

3. Electronic product catalogue

Message exchange and information content of individual messages shall be in accordance with the current EHF specifications (Url to the [EHF Catalogue Implementation Guide](#)) and the parties' registration in ELMA (PEPPOL SMP/SML) unless otherwise agreed to in paragraph 2.

The product catalogue must be updated upon agreement and/or at least 1 times per year.

Approval of EHF Catalogue

It is important that the buyer and supplier are unified regarding the time the prices must be available for ordering ((fixed date or processing time). This order, item and price from the catalog are the same as the supplier has in their own system so the invoice can be compared to the order of the principal

Process	Received by agreement owner	Available for buyer
New catalogue	14 days before start date of new Frame Agreement	At start date
Catalogue update	14 days before the changes take effect	When change takes effect

3.1 Quality requirements, selected catalogue fields

The following requirements apply to the quality of the product catalogue that the supplier makes available to the buyer. If a field in the matrix is filled out, it is implicit that the same field is filled in in the catalog.

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 risk products where HSE safety data sheets are mandatory

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

² Classification of goods and services according to UNSPSC is recommended in product catalogues. It is important that it be reconciled between buyer and supplier which version to use.
See <https://www.gs1.no/support/standardbibliotek/dele/unspsc>.

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

3.2 Catalogue content

Field names reflects the [EHF Catalogue](#). The current Catalogue Implementation guide is the main source of accurate information. The purpose of this collaboration agreement is to assist the parties in reaching a common understanding of which fields to be used in catalogues. Therefore, this table must not be regarded as exhaustive.

The client can remove lines in the table or add a new line and use the comment field to provide a detailed information. By using EHF specification, you can see if the field / information is mandatory ("Syntax" - 1..1) or optional ("Syntax" - 0..1). If the field is mandatory, the sender must include it. The recipient can specify requirements for the content field in the comments field. If the field is optional, and the receiver wants to use it, you can include it in the table.

Catalogue field	Used (yes/no)	Comment
Contract number	Yes	Contract number must be filled in
Classification of products	Yes	UNSPSC version 18: Url to UNSPSC GS1
Hazardous Items	Yes	Must be marked if the item is classified as dangerous goods and have safety sheet for documentation
Corporate environmental and social responsibility label	Yes	Shall be attached to where the item has such a mark
Best before date	Yes	Foods
Image reference	Yes	There must be a link to an image for goods and services
<i>If other optional fields</i>		

4. Punch Out

Not in use, but will be part of a future solution.

5. Order

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

Order confirmation must be sent by the supplier within 1 working day after the order is received. When using a format or transport infrastructure other than EHF and EHF infrastructure, the order confirmation will be notified by e-mail.

5.1 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	X	
Changed delivery date applicable to a single order line	X	
Reduction in quantity to be delivered	X	
Replacement product*		X
Changed price (in cases of variable contractual price or when the price is lower than the contractual price)	X	
Split delivery for one or more order lines over two or more delivery dates (backorder)	X	
Other changes (to be specified):		X

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

5.2 Specification of information content when ordering

In cases where the parties have specific demands, the parties will arrange their solutions so that the following functionality is available when ordering:

Functionality in order	Additional information

5.3 Buyer’s reaction to “Accepted with change”

One of these principles is agreed 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 day after receiving the order confirmation.	X	
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.		X
Change order If the Supplier confirms with the status “Accepted with change” the Buyer shall always confirm or reject the change within 3 days after receiving the order confirmation.		X

6. Shipping and Goods Receipt

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

7. Billing

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

Specification of invoice information	Use (Yes/No)	Comments
Order reference / order number	Yes	Buyer's purchase order number should be used as a reference
Buyers reference		When missing order reference / order number
All invoice information must be included in EHF invoice XML	Yes	For data analysis, it is important that attachments are not the main carrier of information
Invoiced purchase unit		Must be in accordance with the ordering unit stated in the purchase contract, EHF catalog or purchase order.

Ref. to Helse Midt-Norge's websites regarding «Hvordan sende EHF-faktura»:

[Info for leverandører om elektronisk faktura - Helse Midt-Norge RHF \(helse-midt.no\)](#)

8. 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.	

9. References

Format	Link (in Norwegian)
EHF process overview	https://anskaffelser.no/verktoy/veiledere/ehf-prosessoversikt
EHF Process definitions	https://anskaffelser.no/verktoy/veiledere/elektronisk-handelsformat-ehf-veileder-systemleverandorer
EHF questions and answers	https://anskaffelser.no/ofte-stilte-sporsmal-om-anskaffelser/elektronisk-handelsformat-ehf
EHF infrastructure	https://anskaffelser.no/verktoy/veiledere/ehf-infrastruktur-konkurrensegjennomforing-systemleverandorer
Peppol	http://www.peppol.eu/peppol_elements/-transport-infrastructure
EHF technical specifications	https://anskaffelser.dev/ https://anskaffelser.dev/postaward/g3/spec/
PEPPOL BIS formats	https://peppol.eu/downloads/post-award/
Validator EHF formates	https://anskaffelser.dev/service/validator/
Who can receive the EHF formats	https://www.anskaffelser.no/verktoy/veiledere/mottakere-i-elma#argument=undefined&query=&page=1 https://hotell.difi.no/?dataset=difi/elma/participants