**K03**

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

**BASED ON AN AGILE METHOD**

Appendix 1

Time Schedule

Guide:

The general objective of the Time Schedule is to schedule activities relevant to the Project. The Time Schedule must state when the individual activities are to be performed and when they are to be completed.

The performance of certain activities may have a bearing on the assessment of any breach by the Parties. Hence, it is important that the activities of the Time Schedule are objectively ascertainable in order to avoid any disagreement between the Parties as to whether an activity has been commenced or completed. It is particularly relevant to activities for which a fee is payable and/or which are subject to a penalty that such activities are unambiguously identifiable, including a clear statement of how the completion of the activity is to be ascertained.

One of the main objectives of the Time Schedule is to determine and describe the method and process for how and when to prepare the individual plans. In this connection, the Supplier must give an account of how the fee and time estimation method used by the Supplier (Appendix 14) is to be applied in the planning of the Project. The estimates are a key management tool to which the Project must regularly be adapted to ensure that the Project is completed on schedule and at the agreed price.

The various levels of the Time Schedule

The framework of the overall time schedule has been provided by the Customer, on the basis of which the Supplier has prepared an overall time schedule in the tender. After the signing of the Contract, the overall Time Schedule is to be detailed at three levels in the form of a Project Plan, Delivery Plans, and Activity Plans. The relationship between the four levels is illustrated as follows:



Combined, the four levels make up Appendix 1, the Time Schedule.

*As part of the clarification and planning phase, the Supplier is to prepare the Project Plan, Delivery Plan 1, and Activity Plan 1. The plans are then to be submitted to the Customer for approval. The Supplier's preparation of the Project Plan, Delivery Plan 1 and Activity Plan 1 is to be based on the Parties' review of the Customer's Statement of Needs during the clarification and planning phase, including a breakdown of the Customer's requirements into more detailed requirements. After the completion of the clarification and planning phase, the contents of the Statement of Needs are to be "locked", and the Requirements List is subsequently to be the baseline for the progress of the Project, see the guide to Appendix 3 for more detail. Thus, at the end of the clarification and planning phase, a baseline for the Parties' more detailed planning will be available.*

*Subsequently, the further detailing of the time schedule is to take place on an ongoing basis as part of the development process in connection with the preparation of the remaining Delivery and Activity Plans.*

*The specific requirements for the overall Time Schedule and the detailing thereof in the Project, Delivery, and Activity Plans are stated below. The requirements for the overall Time Schedule are described in clause 3 of the Appendix. The requirements for the further detailing of the Project, Delivery and Activity Plans are described in clause 4. The Supplier's account of how to apply the method used for the preparation of estimates in the planning process is included in clause 5.*

*In the illustration above, the project progress is assumed to be linear, in that no Iteration is commenced until the previous Iteration has been completed. Nor is one Partial Delivery commenced until the previous Partial Delivery has been completed. However, due to the nature of the Project or the Supplier or the Customer's organisation, it may be more appropriate with respect to some Projects to execute the Project in parallel where each Iteration and Partial Delivery is executed in parallel, as appropriate. In that case, the Parties are to determine, during the clarification and planning phase, the detailed split of the Project into such parallel processes, including detailed guidelines as to when the work on a subsequent Partial Delivery may be commenced in relation to any tests which have not been passed, cf. Appendix 6, clause 3.1.1. The same requirements shall apply to the preparation of Project, Delivery, and Activity Plans.*

*If more expedient, the individual plans and the Supplier's account of how to apply the method used for the preparation of estimates may be annexed to the Appendix.*

*The Contract refers to Appendix 1, Time Schedule, in the following clauses:*

* *Clause 1 (Definitions)*
* *Clause 3.2.5 (Resource management)*
* *Clause 5.1.1 (Clarification and planning phase)*
* *Clause 5.1.3 (Establishment of development and test environment)*
* *Clause 6.3.1 (General)*
* *Clause 7.1.1 (Timing)*
* *Clause 7.2.1 (General)*
* *Clause 7.3 (Installation test)*
* *Clause 10.4 (Other requirements of the Customer's participation)*
* *Clause 12.2.1 (Time Schedule, Project Plan, Delivery Plan, and Activity Plans)*
* *Clause 12.2.4 (Right of deferral)*
* *Clause 12.3 (Partial Deliveries)*
* *Clause 13.1 (Deployment)*
* *Clause 18.1 (The Customer's right of audit)*
* *Clause 23.1 (General warranty)*
* *Clause 25.2.1 (Penalty)*
* *Clause 26.1.1 (Grounds for termination)*
* *Clause 27.2 (The Customer's breach of other obligations)*
* *Clause 38 (Conditions precedent relating to funding)*

*In order to ensure an adequate Time Schedule, it is recommended that, when completing the Appendix, comparisons be made with the relevant provisions of the Contract and the Appendices to which the Appendix has relevance. The Supplier is to pay particular attention to the relevance to Appendix 3, in which a split of the Project into Partial Deliveries may have been determined in advance by the Customer, as well as Appendix 14, which specifies the Customer's payment schedule. The payment schedule must thus be aligned with the Time Schedule and payments must, to the extent possible, be tied to the milestones stated therein. Milestones stated in the Time Schedule should be marked by unique numbers in order to ensure their traceability to the payment schedule.*

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# InTRODUCTION

In the following, the guide for the completion of the Appendix is shown in [italics].

This Appendix shall contain the Customer's requirements for the overall time schedule, on the basis of which the Supplier shall prepare an overall time schedule for the Project (clause 3).

In addition, the Appendix shall contain a number of preconditions and requirements for further detailing of the Time Schedule when preparing the Project, Delivery, and Activity Plans (clause 4). The Project Plan and Delivery, and Activity Plan 1 shall be presented to the Customer for approval as part of the clarification and planning phase.

Finally, the Appendix shall contain the Supplier's account of how to apply the method used for the preparation of the estimates in the planning of the Project.

Combined, the overall time schedule, the Project, Delivery, and Activity Plans shall make up Appendix 1, the Time Schedule.

# Time-limit for provision of funding basis

The Contract shall only be binding on the Customer on condition that the necessary funding basis is provided within *[…]*, cf. clause 38 of the Contract.

# overall time schedule

[On the basis of the Customer's requirements, the overall time schedule is to be inserted here, including any requirements for commencement and completion dates for the individual Partial Delivery as well as any Mandatory Requirements and Other Requirements to be included for the performance of the Partial Delivery.

A Partial Delivery typically consists of delivery of working software and is thus to be compared with a "release" in current agile project terminology.

The Customer must consider carefully whether any circumstances within the Customer's organisation must be taken into consideration in the preparation of the overall time schedule. This may be, for example, the Customer's expected phasing out of other systems having an impact on the Project or indication of periods of time during which the resources in the Customer's project organisation are expected to be reduced due to, for example, holidays, scheduled courses, peak periods, etc.

As for the Supplier's time requirements for the Customer's participation in the Project, this must be stated in Appendix 9].

The overall time schedule shall:

1. State the start and end dates (operational test for the final Partial Delivery) of the entire Project

*[The Customer may state, if appropriate, that the end date of the overall time schedule is only to be considered an estimate on the basis of which the Parties can plan the Project in the clarification and planning phase. It may thus be difficult to determine a final end date for the Project until the baseline is fixed. Furthermore, the Supplier may provide important insight and knowledge of the temporal scope of the Project to the Customer in the clarification and planning phase. The end date is to be finally determined by the Parties in the clarification and planning phase and is thus to be stated finally in the Project Plan. When applying this procedure, however, the Customer must be aware of clause 6.3.1 of the Contract which stipulates the extent to which the agreed delivery dates and thereby also the date of the operational test for the final Partial Delivery can be changed and thus changed in relation to the overall time schedule.*

1. Cover the entire Project from start to end and reflect significant activities
2. Clearly describe the split of the Deliverable into Partial Deliveries if fixed in advance by the Customer, cf. Appendix 3a.ii, including

* a description of which parts of the Project belong to which Partial Delivery
* a statement of any Dependencies between Mandatory Requirements comprised by the various Partial Deliveries which the Customer has explicitly indicated in Appendix 3a.ii prior to the conclusion of the Contract
* a statement of the time of commencement of maintenance, support, and Operation, including the time after which fees will be charged for maintenance, support, and Operation, respectively

1. Include, if required, a preliminary statement of the split of the Deliverables into Partial Deliveries if not fixed in advance by the Customer in Appendix 3a.ii

*[K-3 and K-4 to be used alternatively]*

1. State when any requirements for the Customer's IT environment must be fulfilled
2. State when any development and test environments must be established
3. Indicate the penalty deadlines separately if fixed in advance. The penalty deadlines are:

* Acceptance tests
* Operational tests

1. State the start and end dates of the Customer's completion of any training in the Agile Method
2. State the start and end dates of the clarification and planning phase
3. Describe the clarification and planning phase activities in detail in respect of content and execution plan. The description of the clarification and planning phase shall state, inter alia, when:

* the Project cooperation organisation is to be established, cf. clause 8.3 of the Contract
* any workshops and demonstrations are to be held
* a due diligence, if any, of the Customer's IT environment is to be completed
* an update of the risk log is to be available
* the Project Plan, Delivery Plan 1, and Activity Plan 1 for the first Iteration of the Project are to be presented to the Customer for approval

1. State any periods during which the Supplier's resources are reduced due to, for instance, holidays, scheduled courses, etc.
2. *[State other special requirements for the overall time schedule. This may for instance be a requirement according to which the Supplier is to state a deadline within which the Customer may cancel licences]*

# detailed time schedule

As part of the clarification and planning phase and as part of the Parties' ongoing Project planning, the Supplier shall prepare a detailed update of the time schedule in the form of Project, Delivery, and Activity Plans.

## The Project Plan

The Project Plan shall be presented to the Customer for approval as part of the clarification and planning phase at the time stated in the overall time schedule.

*[Hence, the Supplier is not to include such a plan in the tender].*

The Project Plan shall:

1. state the start and end dates for the individual Partial Deliveries, including

* Mandatory Requirements to be fulfilled under the individual Partial Deliveries
* Other Requirements expected to be fulfilled under the individual Partial Deliveries

1. state the Supplier's overall fee and time consumption estimates for the individual Partial Delivery, including for the execution of the individual Iterations, cf. clause 5.1.2 of the Contract
2. show dependencies between the various activities under the Project
3. show any external dependencies of the various activities under the Project
4. state the start and end date for all installations and tests in the development and test environment and the date for notification thereof, as set out in Appendix 6
5. state the start and end date for all installations and tests in the Customer's operating environment as well as the date for notification thereof, as set out in Appendix 6
6. state when the testing programme (cf. Appendix 6) is to be submitted to the Customer, the date by which they are to be commented on by the Customer, and the date by which they are to be approved by the Customer
7. for each test, state the period from submission of the first testing instructions (cf. Appendix 6) to the date when the last testing instructions are to be approved by the Customer
8. state when the testing plans (cf. Appendix 6) are to be submitted to the Customer, the date by which they are to be commented on by the Customer, and the date by which they are to be approved by the Customer
9. for each test, state the period from submission of the supporting Documentation to the date by which the Documentation is to be approved by the Customer
10. be annexed to the Appendix when approved by the Customer
11. *[State other special requirements for the Project Plan]*

## Delivery Plans

The Delivery Plan for the first Partial Delivery (Delivery Plan 1) shall be presented to the Customer for approval as part of the clarification and planning phase at the time stated in the overall time schedule. Subsequent Delivery Plans shall be presented to the Customer for approval as determined in the preceding Delivery Plan.

The start and end time for the individual Partial Deliveries are finally determined in the Project Plan and, hence, shall only be stated in the Delivery Plan by way of a repetition.

*[Hence, the Supplier is not to include one or more Delivery Plans in the tender]*

The Delivery Plans shall:

1. state when the Delivery Plan for the subsequent Partial Delivery is to be presented to the Customer for approval
2. state the Supplier's updated and adjusted overall fee and time consumption estimates, cf. the Project Plan, for the individual Iterations in the Partial Delivery
3. state the Mandatory Requirements and Other Requirements that must be fulfilled or are expected to be fulfilled, respectively, in the Partial Delivery
4. as a minimum cover the period up to the next Delivery Plan, cf. the Project Plan
5. be annexed to the Appendix when approved by the Customer
6. *[State other special requirements for the Delivery Plans]*

## Activity Plans

The Parties shall jointly determine the activities and tasks to be performed in connection with the individual Iterations. The Supplier shall subsequently prepare the Activity Plans and present these to the Customer for approval. The Activity Plan for the first Iteration (Activity Plan 1) shall be presented to the Customer for approval as part of the clarification and planning phase at the time stated in the overall time schedule. Subsequent Activity Plans shall be presented to the Customer for approval as determined in the preceding Activity Plan.

*[Hence, the Supplier is not to include one or more Activity Plans in the tender]*

The Activity Plans shall:

1. state the start and estimated end time of the Iteration, cf. clause 5.2.1 of the Contract
2. state the Supplier's time consumption estimate for the Iteration, cf. clause 5.2.1 of the Contract
3. state the requirements which must be or are expected to be fulfilled in the Iteration, including a prioritisation of the requirements

*[As for the prioritisation of the requirements reference is made to the guide to Appendix 3]*

1. state the start and end time for the following phases:

*[The phases are not necessarily distinctly split up and may - depending on the collaboration and the planning of work - be executed in parallel, just as some phases of specific Iterations may be eliminated entirely. Depending on the Agile Method chosen, the phases may be organised differently than described here. Therefore, the designation of the phases is not important, but it is important - and a precondition in the Contract - that each Iteration basically consists of a mini cycle and that Agile Demonstrations, cf. clause 7.1 of the Contract, and an evaluation are performed for each individual Iteration, cf. clause 5.2.1.1 of the Contract].*

* Analysis and design
* Development
* Execution of Agile Demonstrations
* Evaluation and planning of the next Iteration *[As a part of the evaluation, the Customer is to consider how to handle any requirements which are not fulfilled within the fee and time consumption estimate for the Iteration submitted by the Supplier, cf. clause 5.2.1.1 of the Contract]*

1. state when the Activity Plan for the next Iteration, including the Supplier's fee and time consumption estimate for the next Iteration, is to be presented to the Customer
2. be attached to the Time Schedule as an annex to the Appendix when approved by the Customer
3. *[State other special requirements for the Activity Plans].*

# application of the supplier's fee and time consumption estimation method in the planning

*[Here, the Supplier inserts a description of how the method used to prepare estimates as described in Appendix 14 is to be applied in the planning of the Project].*

Appendix 2

The Customer's IT environment and requirements for a development environment

Guide:

*The Contract refers to Appendix 2, the Customer's IT environment and requirements for a development environment, in the following clauses:*

* *Clause 4 (the Customer's IT environment)*
* *Clause 5.1.3 (Establishment of development and test environment)*

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# INTRODUCTION

*In the following, the guide to the completion of the Appendix is shown in [italics].*

This Appendix describes the Customer's existing IT environment, the Supplier's requirements, if any, for changes thereof, and the development and test environment to be established for the completion of the Project.

# the customer's it environment

*In this section, the Customer describes the Customer's existing IT environment.*

*The Customer's description must provide a description of the Customer's IT environment of significance to delivery, maintenance, and Operation, as well as other services to be supplied by the Supplier under the Contract.*

*If the Customer has requirements as to the deployment of the Deliverables in any other IT environment, this must be explicitly stated in Appendix 3.*

*The purpose of describing the Customer's IT environment is to inform the Supplier of existing clients, software packages, server types, types of operating systems, etc. In addition, the Supplier must have detailed information about the Customer's IT environment. Future solutions may very well be run from an already existing infrastructure platform (which will often be supplied by a third party).*

*The description may have the effect that the Supplier is to develop towards the platform chosen by the Customer.*

*Below is listed the most common elements in an IT environment, which both the Customer and the Supplier should consider. However, the list is not necessarily exhaustive, and some elements may be irrelevant in some projects, and some elements may prove difficult for the Customer to describe in detail in some projects. This may be the case, for example, where the Customer uses an external IT service provider, such as Statens IT (the Agency for Governmental IT Services in Denmark), to operate all or part of its IT environment. In such cases, however, the Customer should contact the IT service provider for the necessary information in order that the Supplier has the greatest possible insight into the Customer's IT environment. The list is kept at a general level and must be elaborated on in much more detail depending on the type of IT environment in question.*

*Elements normally to be described in Appendix 2 are:*

1. *The overall IT architecture and strategy in this respect - including use of open source and open standards, and fixed norms/standards for user-friendliness and user interface, including accessibility for people with disabilities*
2. *Internal network*
3. *External network and communication links*
4. *Relevant IT platforms, i.e. description of various server types/client types with indication of purpose (both in terms of function and whether they are "sandpits", development environments, test environments, training environments, or production environments), basic software used (including operating systems, database software, etc.), user software and connection/communication method used*
5. *Existing and future known IT systems (both standard software and customised software, also external systems beyond the Customer's ownership), to which the Deliverables may be integrated*
6. *The specific IT systems in support of operation/development of IT (integration tools, test automation tools, configuration management tools, monitoring tools, etc.), intended to be used by the Supplier for system development, testing and/or operation of the system*
7. *The IT security concept, including contingency plans, to include the Deliverables*
8. *The operating procedures - including configuration management, back-up, error correction, monitoring, etc. - according to which the Deliverables are to be handled*
9. *Relevant premises for IT equipment, project workers, training, etc., including the Supplier's physical/logical accessibility to premises/equipment/systems*
10. *Power supply, back-up power system, and cooling installation*

*For each element on the list, the following should be stated:*

* *The Customer's description of the existing element and its properties, including*
* *relevant information about capacity, Version, Release, configuration/adaptation*
* *statement of number of units of each type if the element is available in different versions/configurations*
* *current load (online and batch) (including temporal load, if relevant)*
* *information about number of licences including information about the rights granted by the licence*
* *information about ownership and possible outsourcing*
* *distribution to several addresses, if relevant*
* *The Customer's description of his/her plans for changes thereof (including changes to volume) in the period until expected completion of the Deliverables*
* *The Customer's long-term strategy, if any*

# the supplier's requirements for changes in the customer's it environment

*In addition to the descriptions provided by the Customer in this Appendix, the Customer should, for the Supplier's use when preparing the tender, make a list of the matters to be described by the Supplier.*

*In the Appendix, the Supplier must specify the Supplier's requirements for the Customer's IT environment, both during the implementation process and during the warranty and maintenance period.*

*For each element on the list as stated in clause 2 above, the following should be stated:*

* *The Supplier's requirements for changes for the purpose of development and test activities*
* *The Supplier's expectations, if any, to the need for changes in connection with the implementation of Agile Adjustments within the Scope of the Deliverables*
* *The Supplier's requirements for changes before the Deliverables can be put into operation*
* *The Supplier's expectations, if any, to the need for changes during the maintenance period in order that new Releases of the system can be used*

*In addition to explicit requirements, the Customer may consider asking the Supplier to make proposals/recommendations which are not binding on the Customer. It should be considered whether the Supplier in the Appendix containing the fee and payment schedule (Appendix 14) is to make an offer for both the required and the suggested changes (including, for example, changes to licenses).*

# continuous changes to the customer's it environment

*According to clause 4 of the Contract, the Supplier must advise the Customer of any required changes to the Customer's IT environment if the need for such changes should arise as a part of the Project. The Supplier must also suggest the necessary adjustment of Appendix 2. The Customer must within 5 Working Days give written notice whether the suggested adjustment is approved. In addition to changes to the Customer's IT environment advised by the Supplier, changes may be carried out to the Customer's IT environment as a part of the Customer's general IT strategy.*

*On the basis of the above, it might be considered to set out more specific procedures in this Appendix regarding continuous changes to the Customer's IT environment.*

# development and test environment

*A development environment should be established for the implementation of the Project. If it is set out in the Description of the Deliverables (Appendix 3), a test environment should furthermore be established. The environment(s) are described in more detail in this Appendix.*

*In addition to a description of the requirements for the development and test environments, the Appendix must contain a detailed description of the respective responsibilities of the Parties regarding provision, Operation, and maintenance of the environment(s) and ownership thereof on termination of the cooperation of the Parties.*

*If the environment(s) is/are to be established within the organisation of the Customer, the Customer must undertake to ensure that the necessary preparations according to the Supplier's instructions have been made and to ensure compliance with the IT environment requirements within the deadlines stipulated in the Time Schedule (Appendix 1). The deadline for the Customer's receipt of the Supplier's instructions is to appear from this Appendix, cf. clause 5.1.3 of the Contract.*

*If the Parties are allowed the use of the environment(s) for other purposes than implementation of the Project, this must be stated in this Appendix.*

Appendix 3

Description of the Deliverables

Guide:

*This Appendix often has no separate substantive content, but is the contractual collective term for the two Sub-Appendices of the Appendix: The Customer's Statement of Needs and the Supplier's Overall Solution Description.*

*The guide to this Appendix contains a general description of the various Sub-Appendices of the Appendix and their co-relation and function. The guide to the specific drafting of the Sub-Appendices is set out in each Sub-Appendix.*

The content of the Description of the Deliverables

*The Description of the Deliverables consists of the Customer's Statement of Needs (Appendix 3a) and the Supplier's Overall Solution Description (Appendix 3b). The Customer's Statement of Needs contains the Customer's Business Objectives and Needs (Appendix 3a.i) and the Customer's Prioritised Requirements List (Appendix 3a.ii). The Supplier's Overall Solution Description contains an overall description of the solution the Supplier is assumed to deliver, including an overall description of the possibilities and possible limitations associated with the Standard Software on the basis of which the solution is assumed to be established. The Supplier's Overall Solution Description furthermore contains the risk log.*

*The Customer has prepared a business case prior to initiation of the Project on the basis of the Business Case Model of the Danish State and the Project Initiation Document (PID). On the basis of the listed objectives set out in the PID and the business case, the Customer has indicated, in Appendix 3a.i, the overall Business Objectives and Needs of the Project. These Business Objectives and Needs are in the Prioritised Requirements List broken down into a number of needs-oriented requirements. On the basis of the Business Objectives and Needs and the Prioritised Requirements List, the Supplier is to prepare, in connection with the tender, an Overall Solution Description which, on an overall level, describes how the Supplier intends to comply with the Customer's requirements by delivery of Deliverables which will support the Customer's Business Objectives and Needs. The Customer's Business Objectives and Needs will also be relied upon for the Customer's ongoing assessment of whether the profit-taking is proceeding as planned and, thereby, whether the Customer achieves value for money.*

*The Supplier's Overall Solution Description must furthermore contain a description of any risks associated with the Project which could develop into issues. The potential risks are to be recorded in and form the basis of the Supplier's risk log which is to be kept on an ongoing basis. The Customer is to supplement the Supplier's risk log with the risks identified by the Customer both prior to the initiation of the Project in the risk analysis (cf. the IT project model of the Danish State), and on an ongoing basis in connection with the implementation of the Project.*

*The connection between the Sub-Appendices of the Appendix is illustrated as follows:*

The development of the Description of the Deliverables

*In connection with the performance of the Contract, the Supplier is to deliver an agile service without receiving a full specification of requirements. The Description of the Deliverables thus determines the Scope of the Contract but does not, at the time of conclusion of the Contract, contain detailed requirements for the solution.*

The Customer's Statement of Needs

*On conclusion of the Contract, the requirements for the solution are formulated in a general and needs-oriented manner. The requirements are subsequently to be broken down and detailed on an ongoing basis.*

*The first breakdown is to take place in the clarification and planning phase, during which the Parties are to review the Customer's Statement of Needs with a view to clarifying the technical opportunities and limitations of the Deliverables, including whether any changes in the Statement of Needs could provide a more desirable result taking into account the Customer's Business Objectives and Needs and the Supplier's potential solutions, cf. clause 5.1.1 of the Contract. On the basis thereof, the Customer is to adjust its Statement of Needs, including supplementing, specifying, and prioritising requirements in the Prioritised Requirements List.*

*The Parties' review of the Customer's Statement of Needs will furthermore frequently result in a breakdown of the Customer's requirements into more detailed requirements. The detailed requirements are to be prioritised by the Customer as Mandatory and Other Requirements and listed in the Prioritised Requirements List in order to render it quite clear which overall requirement the detailed requirements are elements of, cf. also the guide to Appendix 3a.ii.*

*If a detailed requirement which has been characterised as a Mandatory Requirement for the performance of the overall requirement is not complied with, the overall requirement will be regarded as not having been complied with. If, however, a detailed requirement has been characterised as Other Requirements for the performance of the overall requirement, any non-compliance thereof will have no bearing on the compliance with the overall requirement.*

*If the Customer's adjustment of the Statement of Needs during the clarification and planning phase constitutes Actual Changes, the relevant procedure in clause 6.3.3 of the Contract is to be followed.*

*After the completion of the clarification and planning phase, the contents of the Statement of Needs are "locked", and the Prioritised Requirements List subsequently serves as the baseline for the progress of the Project. This does not mean that the requirements of the Prioritised Requirements List cannot be changed (the requirements can be changed at any time in accordance with clause 6 of the Contract). It means that the requirements are well-defined and prioritised at the end of the clarification and planning phase and, hence, capable of forming the basis for a further development of the Deliverables.*

*After the completion of the clarification and planning phase, the Prioritised Requirements List is to be viewed in the context of the Project, Delivery and Activity Plans prepared by the Supplier. The Plans thus reflect the Mandatory Requirements and Other Requirements to be met/expected to be met in connection with the individual Partial Deliveries and Iterations, including the numerical prioritisation of the requirements in the individual Iterations. Accordingly, the Parties must numerically prioritise the requirements attributable to the Iteration in question, requirements with priority 1 having to be met first. This numerical prioritisation only affects the Iteration in question and is to be registered only in the Activity Plan for the Iteration in question and not in the Delivery Plan or the Prioritised Requirement List. This means that the Parties may give an Other Requirement higher priority than a Mandatory Requirement in individual Iterations, but it does not change the Mandatory Requirement's status as Mandatory in the Prioritised Requirements List.*

*In connection with the planning of the upcoming Iteration, the development team will process the requirements attributable to the Iteration in question, including further detailing of the requirements with a view to determining how to meet the requirements in the Iteration.*

*On completion of the Iteration, it must be stated in the Prioritised Requirements List what requirements have been met, what requirements, according to a decision by the Customer, are to lapse, and what requirements are to be reinstated in the Prioritised Requirements List to be met in subsequent Iterations. On completion of the Iteration, a reprioritisation, if relevant, of the requirements in the Prioritised Requirements List and the relevant Delivery Plans are also to be considered.*

*The detailed process of breaking down, detailing, and prioritising the requirements depend on the Agile Method used, cf. Appendix 7.*

The Supplier's Overall Solution Description

*The Overall Solution Description is to be prepared by the Supplier in connection with the tender. The Overall Solution Description is then to be adjusted during the clarification and planning phase to the extent warranted by any Actual Changes agreed by the Parties. The Overall Solution Description is not to be adjusted in connection with Agile Adjustments, cf. Appendix 5 - neither in connection with the clarification and planning phase, nor during the process in general. The Agile Adjustments are thus reflected in the Supplier's current drafting of Delivery and Activity Plans as described above. The Agile Adjustments are thus to be included in Appendix 1, the Time Schedule, and, as part of Appendix 1, will form part of the Contract.*

*As part of the clarification and planning phase, the Parties are jointly to assess the risks that may influence the implementation of the Project, and this assessment is to serve as the basis for the Supplier's updating of the risk log. The Supplier is subsequently to update the risk log on an ongoing basis during the Project in accordance with Appendix 3b.*

Document and change management

*Due to the dynamic nature of the Description of the Deliverables, ensuring appropriate document and change management will be a challenge. To this end, the Contract applies a clear division of responsibilities according to which the Customer is responsible for updating the Customer's Statement of Needs with sub-appendices, and the Supplier is responsible for updating the Overall Solution Description and the various Project, Delivery and Activity Plans. The Supplier is also responsible for making consequential adjustments to the other Appendices of the Contract to the extent warranted by changes in the Description of the Deliverables. Version management is essential, and the principles for this are to be agreed between the Parties.*

*As stated above, the Prioritised Requirements List of the Description of the Deliverables, in particular, must be updated on an ongoing basis due to the agile nature of the Project. The Supplier's Overall Solution Description will only have to be updated in connection with Actual Changes (however the risk log contained in the Solution Description is to be updated on an ongoing basis).*

*The Contract refers to Appendix 3, Description of the Deliverables, in the following clauses:*

* *Clause 1(Definitions)*
* *Clause 3.1 (Scope)*
* *Clause 3.2.2 (Deliverables)*
* *Clause 3.2.7 (Quality assurance)*
* *Clause 3.3 (Third Party Standard Software)*
* *Clause 3.4 (Equipment)*
* *Clause 3.6 (Data conversion)*
* *Clause 3.7 (Training)*
* *Clause 3.8 (Other services)*
* *Clause 4 (The Customer's IT environment)*
* *Clause 5.1.1 (Clarification and planning phase)*
* *Clause 5.1.3 (Establishment of development and test environment)*
* *Clause 6.3.2.1 (Extension of the Scope of the Deliverables to include delivery of Actual Changes as part of the Deliverables)*

#### Clause 6.3.3.1 (The Customer's request for Actual Changes)

* *Clause 7.3 (Installation test)*
* *Clause 9.2 (The Customer's insight)*
* *Clause 12.1 (Place of delivery)*
* *Clause 12.3 (Partial Deliveries)*
* *Clause 14.2 (Options for delivery as part of the Deliverables)*
* *Clause 14.3 (Options for delivery as a Separate Task)*
* *Clause 19 (Security)*
* *Clause 23.1 (General warranty)*
* *Clause 23.5 (The Customer's participation)*
* *Clause 23.6 (Change possibilities)*
* *Clause 23.7 (Maintenance and changes carried out by third parties)*
* *Clause 23.8 (Liability for subcontractors)*
* *Clause 23.11 (Regulatory compliance)*
* *Clause 31.1 (General)*

# introduction

The Description of the Deliverables (this Appendix) contains the Customer's Statement of Needs and the Supplier's Overall Solution Description.

The Customer's Statement of Needs (Appendix 3a) contains a description of the Customer's Business Objectives and Needs (Appendix 3a.i) for which the Deliverables must be suited. The Statement of Needs also contains the Customer's Prioritised Requirements List (Appendix 3a.ii) in which the Customer's requirements are listed in prioritised order. Any Dependencies between the Customer's requirements are also stated in the Prioritised Requirements List.

Based on the content of the Statement of Needs (Appendix 3a), the Supplier has prepared an Overall Solution Description (Appendix 3b) also containing a risk log for the Project describing the risks associated with the Project and the Third Party Standard Software on which the Supplier's deliveries are based, cf. clause 3.3 of the Contract.

The sub-appendices of the Description of the Deliverables are adjusted on an ongoing basis in connection with the implementation of the Project as part of the application of the Agile Method.

Appendix 3a

Statement of Needs

Guide:

*This Appendix usually has no separate content but is the contractual collective term for the two Sub-Appendices of the Appendix: the Customer's Business Objectives and Needs and the Customer's Prioritised Requirements List.*

# introduction

The Customer's Statement of Needs (this Appendix) contains the Customer's overall requirements for the Deliverables. The Statement of Needs contains the Customer's Prioritised Requirements List and a description of the Business Objectives and Needs for which the Deliverables must be suited.

Appendix 3a.i

The Customer's Business Objectives and Needs

Guide:

*Prior to the establishment of the Project, the Customer has prepared a business case on the basis of the Business Case Model of the Danish State and the Project Initiation Document (PID).*

*The Business Case Model of the Danish State is quite comprehensive. This is mainly because the Business Case Model of the Danish State is based on the accounting support of the Danish State's financial systems whereby expenditure and profits in the business case are directly distributed to the proper accounts. Expenditure and profits will to a great extent depend on the Customer's internal organisation and often cover a period of time which is much longer than the term of the Contract. Due to these circumstances, the accounting support of the business case will often be irrelevant to the performance of the Contract.*

*Accordingly, in this Appendix the Customer is only to describe* ***part*** *of the business case, including in particular the stated objectives, assumptions and identified risks and uncertainties of the business case.*

*On the basis of the objectives stated in the business case, the Customer is to describe in this Appendix the Business Objectives and Needs for which the Deliverables must be suited. The objectives of the Project are stated in very general terms in the Business Case Model of the Danish State, as this model only operates with three possible (and thereby very generic) objectives: Efficiency improvement, upgrading of quality, and compliance with international law. During an agile development process, where the Supplier does not receive a full specification of requirements from the start of the Project, a broad statement of the purpose defining the Customer's specific business objectives and needs is required. Thus, during an agile development process, the Business Objectives and Needs entail a substantial element of interpretation by the Parties as to the development of the Deliverables, including the delimitation of the Scope of the Deliverables.*

*The purpose of the extracts from the business case set out in this Appendix is to show the rooting of the Project in the Customer's organisation which will provide the Supplier with important background knowledge about the state of the Customer's project organisation and the risks and uncertainties identified by the Customer in advance.*

*The Business Objectives and Needs set out in this Appendix will clarify to the Supplier the objectives and needs for which the Deliverables must be suited.*

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# introduction

*In the following, the guide to the completion of the Appendix is shown in [italics].*

This Appendix describes the Customer's business case and the Customer's Business Objectives and Needs in connection with the Project.

# Business Case

*[Here, the Customer describes the business case prepared prior to the Project.*

*The description should in particular contain the following:*

* *Objectives*
* *Assumption diagram*
* *Identified risks and uncertainties*
* *The business case (i.e. the overall effect of the Project)*

*The description may be structured as the management summary, with enclosed assumption diagram, of the Business Case Model of the Danish State. In the description, the Customer must carefully consider which information is relevant - and which is not - to the Supplier. Often, information concerning the Customer's costs in connection with the Project will not be relevant to the Supplier.*

*If more expedient, the description may be enclosed as an annex to the Appendix.]*

# business objectives and needs

*[Here, the Customer describes the overall Business Objectives and Needs in connection with the Project on the basis of the overall objectives identified in clause 1. When preparing this clause, the Customer must in particular keep Appendix 6, clause 3.2 in view which states: "In addition, the purpose of the acceptance test is to ascertain whether the delivery received fulfils the Business Objectives and Needs, cf. Appendix 3a.i." The Appendix thus constitutes an important element of interpretation in the assessment of the Supplier's fulfilment of the terms of the Contract, and the Customer must therefore carefully describe the relevant business objectives and needs. Conversely, the Customer must ensure that the list of the Business Objectives and Needs does not become so comprehensive that it will in fact constitute requirements. Hence, the Customer should not list more than 10 Business Objectives and Needs.*

*After the Customer has formulated the Business Objectives and Needs, they are linked to the general objectives, cf. clause 1 and to the related requirements described in the Prioritised Requirements List (Appendix 3a.ii).*

*The table below may be used in this respect:*

| **Objectives, cf. clause 1** | **Business Objectives** | **Business Needs** | **Related requirements** |
| --- | --- | --- | --- |
| *Efficiency improvement* | *Here, the business objectives deriving from the overall objective, efficiency improvement, is described.* | *For each identified business objective is described the needs benefiting from the solution in order to comply with the business objective.* | *Here, reference is made to the related requirements in the Customer's Prioritised Requirements List.* |
| *Upgrading of quality* | *Here, the business objectives deriving from the overall objective, upgrading of quality, is described* | *…* | *…* |
| *Compliance with international law* | *Here, the business objectives deriving from the overall objective, compliance with international law, is described.* | *…* | *…* |

Appendix 3a.ii

The Customer's Prioritised Requirements List

Guide:

*This Appendix contains the Customer's requirements for the Deliverables. As explained in the guide to Appendix 3, the Prioritised Requirements List constitutes a dynamic document, and reference is made to Appendix 3 and the guide therein for a more detailed description of the overall development in the Prioritised Requirements List during the Project.*

*The guide to this Appendix describes what should be considered by the Customer when formulating and prioritising the requirements, including the relative prioritisation and distinction, essential to the Contract, between Mandatory Requirements and Other Requirements. Finally, the guide contains a clause describing which requirements should be stated in this Appendix and which requirements should be stated in the other Appendices of the Contract.*

Formulation of requirements

*As stated in clause 5.3 of the Guide to Agile Development in the Public Sector of the Danish IT and Telecom Agency (February 2010), the parties in an agile project should focus on the business needs to be fulfilled. When preparing the Prioritised Requirements List, the Customer must thus, to the extent possible, make a needs-oriented formulation of both functional and non-functional requirements.*

*To put it more simply, when drafting the requirements the Customer must answer the question: "what do I need" rather than "how is my need fulfilled". The Customer might furthermore consider whether the formulation of the requirements allows the suppliers to respond with different solutions. If not, the formulation of the requirement is probably too solution-oriented.*

*As for the functional requirements, it is recommended that the requirements be worded through the application of user stories or use cases, cf. page 27 of the above-mentioned guide prepared by the IT and Telecom Agency. In the formulation of user stories or use cases, however, the Customer should avoid inadvertently to become tied down to a sequential solution. A user story or a use case may thus be worded as a dialogue between user and system describing who of the two operators does what and when. However, the Supplier may be able to deliver a solution where some of the steps in the user story or the use case could advantageously be excluded or arranged in a more expedient order. It may therefore be important that the Customer when using user stories or use cases in the requirement specification does not become tied down to a sequential solution. The Customer might therefore, in relation to a user story or a use case, state that it is of no consequence to the fulfilment of the requirement whether the sequence in the dialogue is arranged as that indicated by the Customer.*

*As stated in the guide to Appendix 3, the requirements will be broken down in the course of the Project, partly in connection with the clarification and planning phase, partly in connection with the individual Iterations. When wording the requirements in the preparation of the tender material, the Customer's requirements should thus be in general terms.*

*As the requirements are broken down in the course of the Project, the Customer (and the Supplier) will be able to benefit from the experience gained by the Parties during the Project and the detailed requirements are worded more and more solution-oriented. One rule of thumb (which is known from Atern, among others) is that the Customer in the preparation of the tender material has formulated up to 10 overall requirements. At the end of the clarification and planning phase, the requirements will be broken down to up to 100 requirements, and by the end of the Project the total number of requirements will exceed 100.*

*However, in all Projects there will be some requirements set in advance, e.g. with respect to security, quality, delivery locations, interfaces, integrations, mandatory rules (e.g. the Danish Act on Processing of Personal Data (persondataloven), the Danish Archives Act (arkivloven), and the Danish Executive Order on the Preparation of Financial Statements (regnskabsbekendtgørelsen)), conversion of data, application of mandatory open standards, etc., including, inter alia, accessibility to premises for disabled people, and such requirements should be described in more detail, despite its being an agile project. In this connection, the Customer should consider carefully if it is possible - despite the level of detail - nevertheless to describe the requirements in a needs-oriented manner. It is important, among other things, that the Customer decides whether the possibility of setting limitations to the logical access to the system and data should be allowed, e.g. with a view to ensuring functional separation and secrecy. It should be ascertained that the system complies with requirements of audit and transaction trails, and that possibilities of logging transactions and incidents are developed. If the system is to receive data from or supply data to other systems, the Customer should consider possible requirements for communication standards and possibilities of ensuring the completeness and accuracy of data.*

*As the Prioritised Requirements List is a key appendix to the Contract, it is recommended that an authority with no experience in drafting requirements for use in the Agile Method seek assistance for the wording thereof.*

Formulation of acceptance criteria

*It is recommended that the Customer when formulating the requirements also, at the same time, performs an initial wording of the associated acceptance criteria for use in the Agile Demonstrations. It is thereby ensured that the requirements can be verified and do not become too imprecise.*

*According to the Contract, the Parties are subsequently, as an element of the upcoming Iteration, to lay down the acceptance criteria for the requirements comprised by that Iteration, cf. clause 5.2.1 of the Contract. The acceptance criteria are determined in accordance with the guidelines set out in Appendix 6. The acceptance criteria are in this Appendix aligned with the corresponding requirement, cf. clause 4 below.*

Prioritised Requirements: Mandatory and Other Requirements

*The Contract gives the requirements relative priority as Mandatory and Other Requirements. This prioritisation reflects the Customer's distinction between requirements that are indispensable to the achievement of the Customer's Business Objectives and Needs (Mandatory Requirements) and requirements that are not indispensable (Other Requirements).*

*The distinction between Mandatory and Other Requirements is extremely important, as the Supplier's obligation to secure a result concerns compliance with the Customer's Mandatory Requirements alone. A project may thus, in theory, be implemented where only the Customer's Mandatory Requirements are complied with. In practice, however, it must be assumed that a project where only the Mandatory Requirements are complied with will be terminated by the Customer.*

*As a basic rule, the Supplier only has a best effort obligation with respect to Other Requirements. The Customer may thus not refuse to approve the acceptance test, citing Faults and Defects in respect of Other Requirements, cf. clause 7.4 of the Contract. However, the Supplier's obligations as regards Other Requirements change in case of delivery thereof. This is reflected in the fact that non-compliance with Other Requirements on completion of the acceptance test will be regarded as a Fault, cf. clause 7.4 of the Contract. Faults and Defects in respect of Other Requirements are not included when assessing whether a material breach entitling the Customer to terminate the Contract has occurred, cf. clause 26.1 of the Contract. On the other hand, non-compliance with response and reaction time requirements as regards Faults in respect of Other Requirements will be taken into account when considering the Supplier's compliance with service level goals, which constitute a ground for termination if exceeded, cf. clause 26.1.1 of the Contract.*

*As a rule of thumb, no more than 60 % of the requirements should be Mandatory Requirements as, otherwise, the Project is not sufficiently flexible to be agile.[[1]](#footnote-1)*

*Prioritising of the requirements may be difficult, and the Customer will tend, especially in the beginning, to rank all requirements as Mandatory Requirements. In order to address this problem, it may be an idea to begin by ranking all requirements as Other Requirements. For each requirement, the Customer then has to argue in favour of its being in fact a Mandatory Requirement. The Customer must in this connection ask himself the question: "Is the compliance with this requirement indispensable to the fulfilment of my business case?". If so, then the Customer will rank the requirement as a Mandatory Requirement in the Prioritised Requirements List. If not, the requirement is ranked as an Other Requirement.*

*When preparing the requirements in connection with the drafting of the tender material, the Customer may very well exceed 60 % of Mandatory Requirements without the Project thereby being deemed to be inflexible and thus unsuitable for an agile Project. The 60 % is, as mentioned, a rule of thumb, and often the ongoing break-down of the requirements into more detailed requirements will help the Customer identify the Other Requirements among the detailed requirements. It is important to note, however, that the flexibility of the Project lies in the Other Requirements. The more Mandatory Requirements, the less flexible - and less agile - the Project.*

*For further guidance regarding the distinction between Mandatory Requirements and Other Requirements, reference is made to DSDM Atern - the Handbook, clause 10 MOSCOW prioritisation.*

Requirements prioritised numerically

*In addition to the prioritisation performed by the Customer by distinction of Mandatory and Other Requirements, the Customer should moreover, within the categories Mandatory and Other Requirements, make a numerical ranking of the requirements (1, 2, 3, 4, 5…. n), where a requirement with priority 1 is to be met first. This numerical prioritisation constitutes the Customer's prioritisation of the progress in terms of time and is envisaged as an aid for use in the planning of which requirements to fulfil and when. As this is only an aid, the prioritisation is only regulated in the Contract in clause 6.2.1 which states that the Customer's changed prioritisation of Other Requirements in the Customer's Prioritised Requirements List constitutes an Agile Adjustment.*

The contents of the requirements

*The Contract assumes that the requirements set out in this Appendix constitute the Customer's requirements for the Deliverables, including change possibilities and Options, see furthermore the guide to Appendix 3 stating which clauses in the Contract refer to Appendix 3. The Customer's requirements with respect to Documentation, response times, uptimes, maintenance, Operation, if relevant, and other services are contained in Appendices 4, 10, 11 and 12. The Customer's requirements for the Supplier's project management, reporting, etc., are set out in Appendix 7.*

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# INTRODUCTION

*In the following, the guide to the completion of the Appendix is shown in [italics].*

This Appendix contains the Customer's prioritised requirements for the Deliverables.

It is for the Customer to ensure that an updated, approved, and accessible version of the Customer's Prioritised Requirements List is available at any time.

# prioritised requirements: mandatory and other requirements

The Customer's requirements are divided into Mandatory and Other Requirements.

Mandatory Requirements are requirements (functional and non-functional) stated in this Appendix by the Customer to be indispensable to the achievement of the Customer's Business Objectives and Needs.

Other Requirements (functional and non-functional) are requirements specified in this Appendix by the Customer not to constitute Mandatory Requirements.

# introduction to the formulation and content of the requirements

*[In this section, the Customer gives the Supplier an overall introduction to the formulation and contents of the requirements. The Customer thus describes the various types of requirements: functional requirements, quality requirements, requirements for the Supplier's training of the Customer, etc., including an indication of the general structure of the requirements (e.g. as use cases or user stories) and the background thereof. Furthermore, the Customer is to describe any division, in a procurement law context, of the requirements into optional and mandatory requirements (minimum requirements), cf. the guide to the Contract, clause 6.3, regarding the co-relation between minimum requirements in a procurement law context and Mandatory Requirements.*

*The Customer should include a guide to the Supplier's understanding of the tabular presentation (if relevant) of the requirements set out in clause 4 below.*

# list of requirements

*[In this section, the Customer inserts a list of the requirements prepared by the Customer ranked in prioritised order. The Customer may prepare the table on the basis of the table prepared for the Mandatory Requirements and the Other Requirements, respectively:*

***Mandatory Requirements***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Priority | Description | Acceptance criterion | Partial Delivery | Dependencies | Status | Reference no. |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

*The tables for Mandatory and Other Requirements, respectively, are developed on an ongoing basis during the Project and, therefore, not all fields are to be filled in when preparing the tender material. The following is a review of the completion of the table in terms of time.*

*When preparing the tender material:*

*In the table, the Customer determines his total needs - both functional and non-functional. Options and Actual Changes for delivery as part of a Deliverable are, however, listed in clauses 5 and 6 below, and the requirements for Documentation, response times, uptimes, maintenance, Operation, if relevant, and other services are listed in Appendices 4, 10, 11 and 12.*

*In the table, the Customer lists the requirements in numerically prioritised order. The requirements are described, and the Customer then states the acceptance criterion associated with the requirement.*

*Prior to the tender, the Customer might have decided that the Deliverables are to be divided into certain Partial Deliveries. If so, this must be stated in the table. The Customer might also state a preliminary division of the Deliverables into Partial Deliveries. It must be clearly stated in the table (for instance in the introductory description) whether the allocation of requirements to specific Partial Deliveries should be taken as a preliminary division or an actual mandatory requirement in this respect. This must furthermore be reflected in the overall time schedule, cf. Appendix 1.*

*In the table, the Customer is to indicate any Dependencies, functional or business-related, between Mandatory Requirements. These Dependencies are to be marked with a reference to the relevant requirement in the Dependencies column and described in more detail in the Description column for each dependent requirement. If, for example, there are Dependencies between the Customer's requirements nos. 1 and 5, the number 5 should be stated in the Dependencies column by the description of requirement no. 1, cf. below regarding reference no.*

*In the outermost column of the table, a consecutive reference number must be indicated in order to allow identification at any time of the individual requirements. In the preparation of the tender material, the reference number will be identical to the prioritisation of the requirement.*

*After completion of the clarification and planning phase:*

*As stated in the guide to Appendix 3, the Prioritised Requirements List is "locked" after completion of the clarification and planning phase. The requirements identified at this time are stated as original in the Status column (marked with an "O").*

*In the course of the Project, new requirements will be added, and original requirements will be changed. This is marked in the Status column by an "A" or a "C". If the Customer deprioritises an Other Requirement, this is marked by a "D" and the requirement is moved down the Prioritised Requirements List so as to give the requirement lowest priority. A deprioritisation of a requirement means that the Supplier is not obliged to endeavour to fulfil the requirement.*

*After each Iteration, some requirements will be accepted by the Customer in connection with the Agile Demonstrations. This is marked by an "A" in the Status column. If the Customer decides to exclude a requirement, this is marked by an "E".*

*As explained in the guide to Appendix 3, the requirements will be broken down during the planning of each Iteration. These requirements will be listed in the Prioritised Requirements List in order to render clear to which overall requirement such detailed requirements relate. If, for example, requirement no. 3 (reference no. 3) has been broken down, the detailed requirements should be indicated as 3.a, 3.b, 3.c, etc. (reference nos. 3a, 3b, 3.c).*

*When a requirement is broken down, the detailed requirements achieve the same status (original, new, or changed) as the overall requirement.*

# detailing of requirements

The Customer's requirements shall be broken down and detailed on an ongoing basis during the Project, first time in the clarification and planning phase*.*

The detailed requirements shall be divided by the Customer into Mandatory and Other Requirements and registered in the Prioritised Requirements List. It shall thus be clearly indicated to which overall requirement a specific detailed requirement relates.

Like the overall requirements, the detailed requirements shall be divided into Mandatory Requirements and Other Requirements. A Mandatory Requirement may thus be broken down into e.g. three Other Requirements and one Mandatory Requirement. The overall Requirement shall then be deemed to be met, if the detailed Mandatory Requirement is met. Conversely, any non-compliance with the detailed Other Requirements shall have no impact on the compliance with the overall requirement.

An Other Requirement shall only be broken down into Other Requirements.

# Options

*[In clauses 6.1 and 6.2 below is inserted a description of the Options that the Customer may order for delivery as part of the Deliverables and for delivery as a Separate Task, respectively. An Option is the Customer's right to demand fulfilment of further requirements, at the prices and terms stated in the Contract, than the requirements stated in the Prioritised Requirements List, cf. the definition stated in the Contract. Hence, Options constitute more than just Agile Adjustments and Actual Changes.*

*Like the rest of the Deliverables, the Options are subject to requirement specification categorisation into Mandatory and Other Requirements.*

*The description of Options should comprise all relevant terms for the delivery of the service in the form of price, time of delivery, testing, etc. If no terms for delivery of the Options have been stated, then the Options will be subject to the terms of the Contract, cf. clauses 14.2 and 14.3 of the Contract.*

*The description must also state the deadline for the Customer's ordering of each Option.*

*If the Customer should require an Option for any further functionalities which may be contained in the Software, cf. Appendix 16, the Customer must make requirements to the effect that the Supplier for such additional functionalities answer the same questions as those stated in Appendix 16 with respect to functionalities within the Description of the Deliverables, cf. also the guide to the Contract, clause 5.11]*

## 6.1 Options for delivery as part of the Deliverables

*[A description of the Options that the Customer may order for delivery as part of the Deliverables is inserted in this section.]*

## 6.2 Options for delivery as a Separate Task

*[A description of the Options that the Customer may order for delivery as a Separate Task is inserted in this section.]*

# actual changes for delivery as part of the deliverables

*[A description of the Actual Changes that the Customer may order for delivery as part of the Deliverables is inserted in this section. Actual Changes for delivery as part of the Deliverables concern, in particular, the possibilities of expansion and further development. Actual Changes are to be ordered according to the procedure set out in clause 6.3 of the Contract. This means, among other things, that the fee agreed by the Parties for the Actual Change must be within the assumed percentage rate set out in clause 6.3.1 of the Contract.*

*If a change entails any restrictions of the properties of the Deliverables or impedes/limits the Deliverables' continued fulfilment of the requirements of the Contract as to functionality, performance, service level goals, integration, etc., the Supplier must describe this in the Supplier's Overall Solution Description.*

*Like the rest of the Deliverables, Actual Changes for delivery as part of the Deliverables are subject to requirement specification categorisation into Mandatory and Other Requirements.]*

Appendix 3b

The Supplier's Overall Solution Description

Guide:

*On the basis of the Customer's Business Objectives and Needs and the Prioritised Requirements List, the Supplier must prepare an Overall Solution Description to be included in the tender. This Overall Solution Description must describe in overall terms how the Supplier intends to comply with the Customer's requirements while ensuring that the Deliverables are suited to support the Customer's Business Objectives and Needs.*

*As suggested by the title of this Appendix, the Supplier's description must be set out in general terms.*

*In general, the Supplier's level of detail must match the level of detail in the Customer's Prioritised Requirements List. If the level of detail of the requirements increases during the Project, the Supplier's level of detail must also increase. However, this level of detail is not reflected in the Supplier's Overall Solution Description which remains of an overall nature throughout the Project. Instead, the higher level of detail is reflected in the more detailed description of the planned activities, etc., in the Delivery and Activity Plans prepared, cf. also the guide to Appendix 3.*

*Likewise, the Supplier's wording of the Solution Description should match the Customer's wording of the requirements. If the Customer has formulated the functional requirements through User Stories or Use Cases, the Supplier should describe the solution by adjustment of and/or supplement to the User Stories or Use Cases formulated by the Customer.*

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# inTRODUCTION

*In the following, the guide to the completion of the Appendix is shown in [italics].*

This Appendix contains the Supplier's overall description of how the Supplier will comply with the Customer's Statement of Needs. The Supplier's Overall Solution Description includes the risk log.

# overall solution description

*[This section contains the Supplier's Overall Solution Description according to the Customer's requirements. If more expedient, the description may be annexed as an appendix.*

*For each of the Customer's requirements in the Prioritised Requirements List, the Supplier is to describe:*

* *How the Supplier intends to fulfil the need*
* *Any reservations with respect to the fulfilment of the need (provided that the tender material allows such reservations.)*
* *In which Partial Delivery/Deliveries the need will be fulfilled.*

*The description must furthermore include the Options and Actual Changes to be delivered as part of the Deliverables that the Customer can order.*

*In the Appendix, the Supplier must indicate whether the Software delivered is Customised Software or Standard Software, including whether the Supplier bases its deliveries on Third Party Software. Furthermore, the Supplier must indicate the equipment (hardware, etc.) that will be included in the Deliverables. In this connection, the Supplier should identify the software and hardware with a unique identification number which ensures their traceability to the delivery fee and the payment schedule set out in Appendix 14 and the software set out in Appendix 16.*

*The Supplier must state if the Supplier's advisory services are subject to certain preconditions on the part of the Customer, cf. clause 3.2.4 of the Contract. The Supplier must furthermore indicate which training (if any) the Supplier provides to the Customer's personnel, cf. clause 3.7 of the Contract, including whether the Customer's participation in training in the Agile Method applied is a condition for the Customer's compliance with the requirements stated in Appendix 9 regarding insight, cf. clause 23.5 of the Contract.*

# the risk log

*In connection with the tender, the Supplier prepares a risk log for the Project in this Appendix. The risk log must contain a description of the risks associated with the Project as well as a description of the guidelines for updating the risk log on an ongoing basis.*

*It will often be more practical to attach the risk log as an annex to the Appendix.*

## Guidelines for updating the risk log

*Here, a description of the risk management to be applied in the Project must be inserted. A description must be provided of the follow-up on risks (how and when), including the Parties' involvement in the ongoing risk management.*

## Identified risks and how to counter such risks

*Here, the Supplier describes the risks identified by the Supplier during the preparation of the solution description. Furthermore, the Supplier is to state the risks relevant to the Contract identified by the Customer in the risk analysis and/or the business case, cf. the guide to Appendix 3a.i (cf. the IT Project Model of the State). The risks thus identified by the Parties form the basis for the Supplier's subsequent preparation and keeping of the risk log. The Supplier is responsible for preparing and keeping the risk log, but the Customer is to add to the risk log any risks identified by the Customer in the course of the Project. It is important that the Customer includes in the risk log on an ongoing basis the risks identified by the Customer so as to ensure that the risk log provides a complete, overall picture of all relevant Project risks.*

*The risk log is updated regularly according to the guidelines set out in clause 3.*

Appendix 4

Documentation

Guide:

*In connection with all major development projects it is essential that the Customer is provided with usable and adequate Documentation on a current basis so that the Customer becomes less vulnerable to a change of supplier, and so that new employees can more easily acquaint themselves with the Deliverables.*

*The ongoing provision of adequate Documentation is especially important in agile development projects where the work is carried out on the assumption that the Customer on an ongoing basis evaluates and acts according to the value for money achieved. If the Customer is not provided with updated, usable and adequate Documentation, the Customer's right of withdrawal may in fact be of limited value.*

*The Documentation of the Project must be prepared on an ongoing basis in connection with each Iteration and constitutes a part of the agreed Partial Deliveries. The Documentation thus becomes an integral part of the Project. The Customer thereby increases the chance of the Documentation being usable - even if the Project is terminated midterm.*

*Unless otherwise stated in this Appendix, final Documentation must be supplied and approved no later than on the acceptance date for the individual Partial Deliveries as part of the acceptance test.*

*The Documentation must be thus so as to enable the Customer to use the Deliverables and enable a third party, on fair and usual terms, to undertake Operation and perform maintenance of Software and equipment, as well as changes to Customised Software as described in the Contract.*

*With a view to ensuring the quality of the Documentation, this Appendix is assumed to lay down the method to be used by the Supplier for preparation of such Documentation.*

*The Documentation constitutes an important parameter of the quality of the Deliverables. The Customer should therefore consider whether in Appendix 6, Demonstrations and tests, more detailed provisions should be stated with respect to ongoing provision and test of the Documentation, including whether a third party should assist the Customer in this respect.*

*The Documentation to be provided by the Supplier is to comprise the technical interfaces stated in the Description of the Deliverables (Appendix 3). It is assumed that the Appendix states the Customer's requirements for the technical interfaces.*

*The Appendix initially lists the overall Documentation requirements and any requirements related to the Supplier's Documentation method. This is followed by the Documentation requirements for the individual Project phases: clarification and planning phase, development of the Deliverables and launch. For assistance with the drafting of the Appendix, a guide is included in the tables set out in connection with each phase. The tables thus require a description in more detail of the individual types of documents, objectives and contents and quality requirements.*

*The documentation types set out in the tables only serve as instructive examples and, therefore, the Customer should carefully consider the relevant documentation types in the individual Projects.*

*The Contract refers to Appendix 4 (Documentation) in the following clauses:*

* *Clause 1 (Definitions)*
* *Clause 3.5 (Documentation)*

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# 

# InTRODUCTION

*In the following, the guide to the completion of the Appendix is shown in [italics].*

The Customer's purpose of requiring Documentation is to acquire knowledge which will enable the Customer to use, launch, operate, maintain and further develop the Deliverables - either in-house or through a third party - and to meet audit requirements and statutory requirements, etc.

# overall documentation requirements

*[This section lists the overall requirements for the Documentation to be provided to the Customer by the Supplier.]*

1. The Documentation shall be provided to the Customer, the relevant authority, or another supplier (including in connection with termination of the Contract) in a searchable and editable electronic version and in hardcopy. As a result of the initiative to implement open standards within the public sector, the Documentation shall also be provided in the obligatory, open standards.
2. It is expected that the Documentation will be provided in a widely used and recognised modeling language. If UML is not used, the Supplier should explicitly explain its choice of modeling language. Supplementary E/R diagrams may be used to document data structures.
3. Changes to the Documentation shall be traceable.
4. The Supplier shall prepare and maintain a list of the total System Documentation.
5. The Supplier shall ensure a level of detail in the Documentation that will enable the transfer of Operation, maintenance and further development to another supplier. Hence, the Documentation shall be prepared and have a scope to allow the Customer and future suppliers to:

* Perform corrections in the system
* Assess the scope of planned changes to the system, and
* Further develop the system without having to enter into a dialogue with previous Suppliers

1. At the Customer's request, the Supplier shall be able to supply a version of the total Documentation erased of all personal data and other data which may constitute a security risk, e.g. IP addresses. The Customer shall be entitled to freely use such a version in connection with a future tender of the system.

# Documentation method

*[Here, the Supplier inserts a description of the method used for preparation of the Documentation.]*

1. The Supplier shall describe the method applied for preparation of Documentation.
2. The Supplier shall explain how the Documentation is updated and maintained on a current basis, including in step with the implementation of Agile Adjustments and Actual Changes, so that the Documentation at all times reflects the current system.

# documentation

1. The Documentation shall be prepared by the Supplier, involving the Customer to the extent described in this Appendix.
2. Below, the Customer has listed the document types to be included in the Documentation of the Deliverables and in which phases.

## Clarification and planning phase

*[Depending on the Agile Method chosen and the degree of agility of the Project, the Documentation to be prepared in the clarification and planning phase will only be of a very general nature].*

*The following requirements may, for example, be stated, but they will not necessarily be suitable for all Projects:*

| Document type | Purpose and contents | Quality requirements |
| --- | --- | --- |
| *Architecture description* | *Overall structure and design of the Deliverables.* | *Must describe the overall architecture of the Deliverables so as to provide a basis for designing and developing the Deliverables.* |

## Development of the Deliverables

*[In connection with the development of the Deliverables, Documentation is to be prepared on an ongoing basis, as part of each Iteration, to describe the Deliverables in more detail, including technical interfaces, user manuals, etc.*

*The following requirements, for example, may be stated:*

| Document type | Content and purpose | Quality requirements |
| --- | --- | --- |
| *Description of the Deliverables* | *Data dictionary defining the terminology and ensuring that it is used consistently.* | *All significant terms and translations between different terminologies must be described here.* |
|  | *List of classes/pages/scripts: i) stating whether unit tests have been performed, ii) describing the code, and iii) referring to the developer. The list is to document that all system parts have been adequately tested and documented in the code.* | *The list must comprise all specially developed elements, except for e.g. internal classes and temporary material. All elements should be listed, but need not necessarily be described in more detail.* |
|  | *Component diagram providing an overview of the system's technical parts and their interaction and interdependency.* |  |
|  | *Documentation of compliance with specific standards which are not guaranteed by a mere integration of standard components, e.g. standards of security and accessibility for disabled people.* |  |
|  | *Description of particularly complex interactions.* |  |
|  | *List (name + version) of tools used.* |  |
|  | *Description of the individual program components, including the functions they perform and the parameters they use.* |  |
| *Technical interfaces* | *Documentation for technical interfaces in the Deliverables.* |  |
| *User manual* | *The manual must provide the user with sufficient knowledge to be able to use the parts of the Deliverables which are targeted at the user. The user manual may supplement training and online assistance.*    *The structure of the user manual will depend on the specific target user group.* | *The user manual, training, and online assistance must enable the user to perform certain tasks within a given time and margin of error.* |

## Launch

*Besides a description of the system and User Documentation, this Appendix must contain a description of the Documentation necessary and appropriate for the launch.*

*The following requirements, for example, may be stated:*

| Document type | Purpose and content | Quality requirements |
| --- | --- | --- |
| *Installation guide* | *The guide is to describe how to install, move, and change the Deliverables. The guide also includes requirements in terms of hardware, software, networks, etc.* | *The Deliverables must allow installation with the existing or a new service provider, preferably unaided by the Supplier.* |
| *Operating guide* | *The manual should provide the reader with sufficient knowledge to be able to operate the parts of the Deliverables which relate to operations. This includes e.g. batch execution and data imports into or exports from the Deliverables.*  *The manual should also include descriptions of the processes required to run the Deliverables, guidelines for handling error situations and remedial action.* | *It must be possible for the existing service provider or a new service provider to operate the Deliverables.* |
| *Operating schedule* | *An overview of the batches scheduled for specific hours. This may be e.g. back-up batches, submission of letters, etc. It must be stated in the schedule when the batches are initiated and what happens in case of an output.*  *The operating schedule will often be implemented into the overall operating schedule of the operating organisation.* | *All batches must be described and scheduled. Responsibility for the activities must be allocated. It must be possible for the existing or a new service provider to execute the batches.* |
| *Operating manual* | *Describes the Operation of the Deliverables, contact data for all persons involved in the Operation, including in which cases individuals are to be contacted, description of technical configuration such as configuration files and templates and description of the structure of the Operation and maintenance of the system.* | *It must be possible for the existing service provider or a new service provider to operate the Deliverables.* |
| *Fallback plan* | *Fallback plan for the Deliverables describing the procedures which must as a minimum be followed in order to reestablish the Operation of the Deliverables*  *The plan must counter any interruptions to the Customer's business activities, protect critical information assets and ensure rapid reestablishment.* | *It must be possible to carry out fallback of the system within the framework agreed.* |

*The Customer may furthermore need Documentation that the Supplier has removed all non-visible access (backdoors) to the system before launch. Such Documentation may be provided by way of a statement from the Supplier.*

## Maintenance and support

*Besides a description of the system and User Documentation, the Appendix must also contain a description of the Documentation necessary and appropriate for maintenance and support.*

# delivery of documentation

1. Documentation shall be developed in step with the realised work tasks and provided at the acceptance test for each Partial Delivery.
2. The Documentation is part of the acceptance test for the individual Partial Delivery.

Appendix 5

Management of change

Guide:

*The Contract is based on a distinction between Agile Adjustments and Actual Changes.*

*Within the established Scope of the Deliverables, changes may - and will - be made in the form of Agile Adjustments, cf. clause 6.2 of the Contract. Such changes are encouraged as they constitute an integral part of the Agile Method and, on an ongoing basis, contribute to defining and developing the solution on the basis of the Customer's overall Business Objectives and Needs.*

*Changes outside the Scope of the Deliverables constitute Actual Changes, cf. clause 6.3 of the Contract. Actual Changes are not encouraged, but there will nevertheless often be a need for making Actual Changes during the Project.*

*This Appendix supplements the adjustment and change procedures described in clauses 6.2.2 and 6.3.3 of the Contract. The Appendix provides a more detailed description of the change management procedure so as to ensure that all relevant issues connected to the change are handled.*

*In addition, the Appendix describes the principles of contract management.*

*The Contract refers to Appendix 5, Management of change, in the following clauses:*

* *Clause 5.1.1 (Clarification and planning phase)*
* *Clause 6.2.2 (Adjustment procedure)*
* *Clause 6.3.1 (General)*
* *Clause 36.3 (Contract management following changes, etc.)*

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# INTRODUCTION

*In the following, the guide to the completion of the Appendix is shown in [italics].*

Appendix 5 governs the management of change in the form of Agile Adjustments and Actual Changes made in accordance with the Contract.

# agile adjustments

*[Changes to the Contract in the form of an Agile Adjustment may be initiated by either Party in accordance with clause 6.2 of the Contract and this Appendix.*

*No particular formal requirements are made as to how requests for Agile Adjustments are to be made, merely that implemented Agile Adjustments must be documented in writing.]*

Agile Adjustments shall be continuously documented in writing and be signed by both Parties, cf. clause 6.2.2 of the Contract.

1. Agile Adjustments shall be categorised and documented as follows:

|  | Categorisation: | Documented by: |
| --- | --- | --- |
| Type 1 | * The Customer's changed prioritisation of Other Requirements in the Customer's Prioritised Requirements List and deselection of Other Requirements * Addition of new Other Requirements in the Customer's Prioritised Requirements List | A current version of the Customer's Prioritised Requirements List signed by both Parties. |
| Type 2 | * The Customer's transfer of Other Requirements from performance in one Partial Delivery to performance in another | Current versions of the Delivery Plans in question signed by both Parties. |
| Type 3 | * The Customer's changed prioritisation of compliance with requirements (including Mandatory Requirements) in an Iteration and deselection of compliance with requirements in the said Iteration * Change of fee and time consumption estimates for the individual Iterations | As for Type 2.  Also, a current version of the Activity Plan for the Iteration in question signed by both Parties. |

1. If the Customer adds new Other Requirements to the Customer's Prioritised Requirements List, the Customer shall deselect or give lower priority to one or several similar Other Requirements

*Since the Customer's addition and deselection of Other Requirements in the Prioritised Requirements List constitutes an Agile Adjustment, such additions and deselections have no consequences for the economy and the time schedule of the Project. This is because the Supplier is not obliged to fulfil the Customer's Other Requirements. However, as the Supplier must endeavour to deliver as many Other Requirements as possible, cf. clause 3.2.2 of the Contract, it is important that the Customer refrains from exploiting the possibility of adding Other Requirements to the Prioritised Requirements List in order to "boost" the Prioritised Requirements List. The Prioritised Requirements List should reflect realistically the Requirements which the Supplier can fulfil in the course of the Project. In order to ensure the realistic content of the Prioritised Requirements List, the Customer must deselect one or more similar Other Requirements or give lower priority to one or more similar Other Requirements if the Customer chooses to add Other Requirements so as to render it absolutely clear in the Prioritised Requirements List that the Supplier is not contractually bound to endeavour to fulfil such requirements. For a more close description of such downgrading, see the guide to Appendix 3. The Supplier will guide the Customer in connection with addition and deselection of requirements by giving estimates for the work connected with the fulfilment of the requirements in question.*

# actual changes

*[Requests for Actual Changes may be made by the Customer, cf. clause 6.3.3.1 of the Contract, or the Supplier, cf. clause 6.3.3.2 of the Contract.*

*The Parties might advantageously draft templates for the Customer's change request and the Supplier's change proposal.]*

The consequences of an Actual Change for the fee are determined on the basis of the prices stated in Appendix 14 and the estimated impact of the change to the Supplier's resource consumption.

## The Customer's change request

1. A change request made by the Customer shall as a minimum contain the following information:

* A description of the desired change stating any Mandatory Requirements comprised by the change.
* Date of making the request.
* The Customer's proposed prioritisation of the change.

1. If the Customer's change request requires amendment of the Customer's Statement of Needs, a changed proposal for the Customer's Statement of Needs shall be attached to the change request.

## The Supplier's change request

1. A change request made by the Supplier shall have a content similar to the content of a change request made by the Customer, cf. below.
2. The Supplier shall not be entitled to receive a fee for preparing a change proposal which is part of a change request made by the Supplier.

## The Supplier's change proposal

*[In this clause, the Customer may list special requirements as to the fixing of price and time for completion of an Actual Change. The Customer may require, e.g., that the Supplier use a certain method of estimation.]*

1. A change proposal shall as a minimum include and address the following:

* A description of the changes required in order to comply with the change request
* A description of the Appendices affected by the change
* The consequences for the fixed fee
* The consequences for the agreed delivery dates
* The consequences for the fixed service level goals
* The consequences for the Customer's IT environment
* An account of how the consequences for the fixed fee, agreed delivery dates, service level goals, and the Customer's IT environment are calculated
* An account of the most probable risks associated with the change proposal

1. Unless otherwise agreed, the Supplier shall prepare the necessary corrections to the Appendices affected by the change and attach the change proposal to the Appendices.

## Assessment and approval of a change proposal

1. The Customer may choose to reject a change proposal, request changes to the change proposal, or accept the change proposal.
2. Request for a material change to the change proposal shall be considered a rejection of the change proposal in question.
3. If the Customer accepts the change proposal, the Customer shall approve the proposal in writing prior to the commencement of the work.
4. If the change proposal is not accepted, the Supplier may require a reasonable fee for the preparation of the change proposal. The fee shall be paid on the basis of actual time consumption and at the hourly rates stated in Appendix 14.

# change log

1. The Supplier shall keep a shared change log containing all relevant Documentation concerning Agile Adjustments and Actual Changes. The following shall be entered in the change log:

* As far as Agile Adjustments are concerned:
  + The updated versions of the Customer's Prioritised Requirements List, the Project Plan and the Activity Plans affected by the Agile Adjustments, signed by both Parties
* As far as Actual Changes are concerned:
  + Change requests with dates
  + Each change request shall be assigned a consecutive identification number to enable the tracking of the change request and the relevant documents in the change log
  + Change proposals with dates
  + Approved change proposals
  + Payments to the Supplier for time spent on change proposals not accepted

# contract management

*[K-14 to K-16 concern Agile Adjustments, Actual Changes, and Options. K-16 and K-17 solely concern Actual Changes and Options, cf. also clause 36.3 of the Contract.]*

1. It shall be the duty of the Supplier to update the basis for the Contract on an ongoing basis.
2. It shall be for the Customer, however, to update the Customer's Statement of Needs, including the Customer's Prioritised Requirements List, on an ongoing basis.
3. The Supplier shall ensure that the Parties have access, at any time, to a complete set of the applicable basis for the Contract and all Actual Changes and Options.
4. As far as Actual Changes and Options are concerned, the Supplier shall prepare and maintain an overview of the applicable basis for the Contract in accordance with the overall principles in clause 36.3 of the Contract.

The overview of the applicable basis for the Contract shall contain the following information for each document:

* Document title
* Version number
* Unambiguous references to document approvals

Appendix 6

Demonstrations and Tests

Guide:

*Testing of the Deliverables is carried out by means of Agile Demonstrations, acceptance tests and operational tests. Agile Demonstrations are carried out in connection with each Iteration. Acceptance tests and operational tests are carried out in connection with each Partial Delivery. If equipment is supplied, an installation test must also be carried out to such equipment.*

*Joint requirements for Agile Demonstrations and joint requirements for the various tests are stated in the Appendix. Both with respect to Agile Demonstrations and tests, the Customer must observe the rules regarding depersonalisation of test data if the test data contain sensitive information.*

Agile Demonstrations

*The Agile Demonstrations serve to demonstrate whether the acceptance criteria laid down by the Parties for the services comprised by the individual Iteration have been met. The Agile Demonstrations are closely connected to the development and are thus carried out in connection with each individual Iteration for the purpose of detecting faults quickly. A quick detection of faults supports the progress and economy of the Project, as faults quickly detected are relatively easily handled. Thereby, the Project can also learn from past mistakes and include the experience in the further development. Furthermore, the continuous and frequent testing ensures that the Customer remains close to the Supplier and the progress of the Project. If the Project does not deliver as expected/required, the Parties will become aware of this at an early stage instead of after a (failed) acceptance test. This ensures that the Parties can in fact act - e.g. by the Customer's withdrawal from the Contract - on an unsatisfactory performance of the Contract (the "fast to failure" principle).*

*The Supplier is assumed to produce a testing program as part of the tender. There are different Agile Methods and, hence, also different agile testing strategies, e.g. test-driven development, Pair Testing, etc. In this connection, the Customer should consider carefully whether it is necessary to lay down specific requirements to the Supplier's testing program or whether the requirements can be kept general in order to allow the Supplier to offer the strategy with which the Supplier is most familiar and has the best experience. In this connection, both the Customer and the Supplier should consider the extent of the Agile Demonstrations compared with the use of resources of both Parties. Depending on the individual Project, it may thus be sufficient, perhaps for only some of the Iterations, to merely carry out actual demonstrations to the Customer of the developed product.*

Testing of the technical quality of the system

*With a view to ensuring the efficiency of the development process, including management of the progress of the Project, the Agile Demonstrations - in addition to testing of functionality - may also contain an ongoing control and evaluation of the technical quality of the system.*

*The technical quality of a system may be interpreted in different ways. This has led to the development of various standardised quality models (including, inter alia, ISO 25010, Systems and Software engineering - Systems and software quality requirements and evaluation (SQuaRE) - Systems and software quality models) containing different quality criteria.*

*Depending on the individual system, it may be relevant to link a test run to compliance with one or more quality criteria. Often it will be most relevant, however, to test a system's technical quality in the light of the system's maintainability (the "maintainability" quality criterion of ISO 25010). This is because the costs of regular maintenance of a system during the life of the system will often exceed the initial development costs considerably, particularly if the system has a low maintainability. The maintainability of a system thus becomes a significant parameter to be included in the Customer's ongoing assessment of whether the Project gives the Customer value for money.*

*The maintainability of a system depends on the quality of the source code developed, and the Customer may therefore advantageously consider to carry out, or have a third party carry out, ongoing tests of the source code developed.*

*Testing of the system's technical quality may furthermore - either as part of the testing of maintainability or as a separate testing objective - include testing of whether the Documentation supplied is considered to be adequate and useful.*

*If the Customer chooses to carry out, or have a third party carry out, ongoing tests of the system's technical quality, the Appendix must contain a closer description of the testing method applied. In this connection, the requirements laid down to, inter alia, the technical quality of the system, how often tests are to be carried out, and who should be in charge of the tests should be specified. If the testing requires access to the source code of the system, such access must also be ensured on an ongoing basis for the Customer and/or a possible third party who might carry out the testing of the technical quality of the system on behalf of the Customer. This might be done, e.g., by regularly uploading the source code to an automised testing environment. If relevant, the terms as regards the frequency and more specific requirements for making the source code available must be stated in this Appendix, cf. clause 31.3.1.2 of the Contract.*

Tests

*The purposes of the acceptance test and the operational test are briefly outlined in clauses 3.2 and 3.3 of this Appendix. The individual tests must be planned and implemented in accordance with these purposes.*

*As part of the tender, the Supplier must produce a testing program, testing regulations, testing plans, and acceptance criteria. If the Customer wishes to address any special conditions in connection with the testing, including requirements for acceptance of a passed test, the Customer may advantageously choose to specify a number of overall requirements in this respect in the tender material.*

*The testing program is to be aligned with the Agile Demonstrations program to ensure that the two programs complement each other. Where Agile Demonstrations are typically made against identified requirements, the scope of the acceptance test must be broader and aimed at detecting any Faults and Defects. Thus, the acceptance test must focus on e.g. integration tests, etc.*

*Unless otherwise stated in Appendix 11, the service level goals set out in Appendix 11 must be complied with from the acceptance date. The Customer must be aware that if compliance with such service level goals (e.g. response times) are to be included in the acceptance test, the Supplier must be notified thereof before the expiry of the clarification phase or compliance must be included in the Customer's requirements, if any, to the acceptance test*.

*It is the underlying basis of the Contract that an acceptance test does not include tests of functionality, etc., which have already been approved in a previous Partial Delivery, unless otherwise stated in this Appendix or if the Customer is able to establish a particular reason.*

*In Appendix 4 (Documentation) must be stated the Documentation to be supplied by the Supplier in connection with the various tests. Testing program, testing regulations, testing plans, and acceptance criteria must thus also include the Documentation to be delivered by the Supplier in connection with the various tests.*

*The Customer's acceptance criteria for the individual tests must be specified in this Appendix. The Customer must in this connection have regard to clause 7.4 of the Contract, which states that the Customer must not refuse to approve an acceptance test citing non-compliance with the acceptance criteria for Other Requirements. Non-compliance with the acceptance criteria for Other Requirements is regarded as a Fault and must be included in the Fault List.*

*The Contract refers to Appendix 6, Demonstrations and tests, in the following clauses:*

* *Clause 5.2.1 (Development in Iterations)*
* *Clause 7.1 (Agile Demonstrations)*
* *Clause 7.2.1 (General)*
* *Clause 7.3 (Installation test)*
* *Clause 7.4 (Acceptance test)*
* *Clause 7.5 (Operational test)*
* *Clause 10.3 (Participation in demonstrations and testing)*
* *Clause 31.3.1.2 (Placing in escrow of unavailable source code)*

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# INTRODUCTION

*In the following, the guide for the completion of the Appendix is shown in [italics].*

Testing and demonstrations of the system shall be carried out by way of Agile Demonstrations and acceptance tests and operational tests, respectively.

# agile demonstrations

*[The Supplier's tender may be limited to an overall description of the agile testing program suggested by the Supplier based on the testing strategies usually applied by the Supplier, the Agile Method applied and relevant references to the structure outlined in this document.*

*In the clarification phase, the Appendix will be finalised in accordance with the content of the tender]*

*K-1* The Supplier shall carry out Agile Demonstrations in connection with each Iteration.

*K-2* The Supplier's agile testing program shall contain a description of the following processes:

* 1. Definition of demonstration
  2. Definition of testing requirement
  3. Determination of acceptance criteria. The Parties shall jointly determine the acceptance

criteria for the requirements comprised by the individual Iteration

* 1. Performance of tests

*K-3* The Supplier's description of the processes mentioned in K-2 shall comprise a detailed account of guidelines laid down for the individual processes, the roles involved in each process, and the duration of the individual processes of the Iteration.

## 2.1 Testing of the system's technical quality

*[Here, the Supplier is to insert a description of the method applied for testing of the system's technical quality on the basis of the Customer's requirements].*

*If more practical, the description may be enclosed as an annex to the Appendix.]*

*K-4* The Customer will perform tests of the system's technical quality by regular monitoring or regular monitoring by a third party of the quality of the software developed.

*[The Customer must specify the requirements to the system's technical quality, the frequency of tests, and who is in charge of the tests. If the testing requires access to the source code of the system, such access must also be regularly provided to the Customer and/or a possible third party who carries out the testing of the technical quality of the system on behalf of the Customer, cf. clause 31.3.1.2 of the Contract. This might be done by regularly uploading of the source code to an automised testing environment.*

# tests

## Common rules for tests

Acceptance test and operational test shall be conducted in an environment which, as far as possible, is similar to normal operations.

When a test has been completed, the Supplier shall immediately prepare a test report listing any Faults detected in a Fault List. For each Fault, it shall be stated whether the Fault relates to the compliance with one or more Mandatory Requirements. When an operational test has been completed, the Customer shall prepare a test report, unless the Supplier is to be in charge of Operation. In this case, the Supplier shall prepare the report.

The test reports shall document the tests carried out in order to render clear what has been tested and the test results.

A test has been passed when the acceptance criteria specified in the testing program have been met.

### 3.1.1. Failure to pass test

*[In case a test is not passed as approved, the Supplier is entitled, according to clause 7.2.2 of the Contract, to seek to take corrective action for the Faults detected and to repeat the test with a view to obtaining approval. In clause 7.2.2 of the Contract, the Customer has indicated how many Working Days such a repetition of the test can exceed the deadline agreed for approval of the test. The Customer (and/or the Parties jointly in connection with the clarification and planning phase) must in this Appendix decide whether there are conditions in the relevant Project warranting that the Supplier, in the event that the agreed time for approval has been exceeded, should be entitled to initiate work on the next Partial Delivery. In the event of derogation from the basic premise that work on a new Partial Delivery must not be initiated until the test has been passed, the Customer must carefully consider the costs potentially associated with a continuation of the work. It may be very costly to let the work continue and then, subsequently, note that the test is still not passed and that, due to the problems of approval, the Customer wishes to withdraw from the Contract. Hence, there is a certain risk that the failure to pass the test may be symptomatic of the Project and thereby an indication that the Project should be terminated. Conversely, the standstill of the Project due to a failed test can cause a significant loss of resources - both for the Customer and to the Supplier.*

*If the Parties have chosen to organise the development of the Deliverables in the form of a number of parallel processes, cf. Appendix 1, the guide text page 3, it may be especially expedient to allow the Supplier to initiate the work on the following Partial Deliveries, despite the Supplier having exceeded the agreed time for approval of the previous Partial Delivery.*

*The Customer/the Parties may consider to distinguish between the individual Partial Deliveries by indicating, for instance, that work on Partial Delivery 2 may not be initiated until the acceptance test and/or the operational test for Partial Delivery 1 has been approved, but that similar requirements do not apply to initiation of work on Partial Deliveries 3 and 4.*

## Acceptance test

The purpose of the acceptance test is to ascertain whether the functionality and the Documentation delivered for the Partial Delivery in question meet the requirements of the Contract, including whether the requirements specified in the Prioritised Requirements List which are assumed to be met by the Partial Delivery in question, and which have regularly been broken down and detailed, have been complied with. In addition, the purpose of the acceptance test is to ascertain whether the delivery received fulfil the Business Objectives and Needs, cf. Appendix 3a.i.

*[The Customer must indicate whether the acceptance test must also include testing of certain service level goals in addition to the test carried out in connection with the operational test, as well as other circumstances, if relevant.]*

Testing of functionality, etc., approved in a previous acceptance test shall, as a main rule, not be carried out. However, in the following circumstances the Customer may decide that the acceptance test is to comprise functionality, etc., approved in a previous acceptance test:

* *[Statement of any special situations where the Customer has decided that the acceptance test is also to comprise functionality, etc., approved in an earlier acceptance test].*
* If the Customer can establish a particular reason. This is the case, for example, if the Customer in connection with the implementation of an acceptance test, notes circumstances indicating that Partial Deliveries are the cause of the functionality, etc., approved in a previous acceptance test, no longer complying with the requirements of the Contract, irrespective of the functionality being comprised by the warranty period, and if the Customer can establish that this assumption is reasonably justified.

## Operational test

The operational test aims to measure the service level goals under the Customer's normal operations. The operational test shall be carried out by the Customer with the active assistance of the Supplier. The Supplier, however, is responsible for carrying out the test if the Supplier is in charge of the Operation.

During the operational test, the Supplier shall assist the Customer in connection with any questions the Customer may have concerning the use of the Deliverables, including by providing hotline services, etc.

# testing program

*[As part of the tender, the Supplier produces a testing program, testing regulations, testing plans and approval criteria. The Supplier's tender may be limited to an overall description of the installation and testing procedure suggested by the Supplier based on the Supplier's usual practice and with relevant references to the requirements stated in this document.*

*During the clarification phase, the Appendix is finalised in accordance with the content of the tender.*

*Here, the framework of the testing program according to the Customer's requirements is to be inserted.*

*If more practical, the framework may be enclosed as an annex to the Appendix.*

*The purpose of the testing program is to provide a complete and adequate, but general, description of the installations and tests to be carried out as part of the Deliverables. The testing program specifies the principles and methods to be applied.]*

*K-5* The testing program shall contain a complete, but general, description of the tests to which the Deliverables shall be subjected during the Project process, cf. clause 7.2 of the Contract.

The tests concern:

* Installation test
* Acceptance test
* Operational test
* [*Special tests/acceptance criteria for associated services*]
* [*Special tests /acceptance criteria in connection with changed tasks, including Options*]

*K-6* Traceability shall be established between the testing program and

* Appendix 3
* The testing regulations
* The testing plans

*K-7* As a minimum, the testing program shall, for each test, contain information about

* the timing of the test in the project process (possibly by reference to Appendix 1)
* the overall preprequisites for the test
* the functions being tested
* the physical environment of the test
* the test methods used
* the resources to be made available by the Customer (possibly by reference to Appendix 9)
* the testing regulations to be prepared
* the acceptance criteria

*K-8* The testing program shall be considered and approved by the Customer as set out in Appendix 1.

# testing regulations

*[This clause is to include the framework of the testing regulations in accordance with the Customer's requirements.*

*If more practical, the framework may be attached as an annex to the Appendix.]*

*K-9* The testing regulations shall, for each of the tests defined in the testing program, describe the testing procedure in detail. The description shall comprise the prerequisites, if any, to be complied with before the test in question can be performed, including the Documentation to be provided.

*K-10* Traceability shall be established between the testing regulations and

* the testing program
* the testing plans
* Appendix 3

*K-11* The testing regulations shall be considered and approved by the Customer as specified in Appendix 1.

# testing plans

*[The framework of the testing plans in accordance with the Customer's requirements to be inserted here.*

*If more practical, the framework may be enclosed as an annex to the Appendix.]*

*K-12* The testing plans also comprise any installation activities and shall, as a minimum, contain information about:

* The testing regulations comprised by the testing plan
* The installation plans comprised by the testing plan
* The roles participating in the individual installations/tests
* Any equipment to be included in the individual installation/test
* Any testing data to be supplied by the Customer. Reference to Appendix 9, if relevant
* An hour-by-hour description of the installations and tests

*K-13* The testing plans must be handled and approved by the Customer as set out in Appendix 1.

Appendix 7

The Agile Method and the cooperation organisation

Guide:

*The framework of the cooperation between the Parties is stipulated in the Contract. This Appendix describes how to fill in this framework in terms of methods, processes, roles, and products, etc. These factors are to a large extent interdependent, so when preparing the Appendix it is important to take into account that the methods, processes, roles, and products applied should reflect and support each other.*

*The Contract refers to Appendix 7 on the Agile Method and the cooperation organisation in the following clauses:*

* *Clause 1 (Definitions)*
* *Clause 3.2.1 (General)*
* *Clause 3.2.3 (Project management)*
* *Clause 3.2.4 (Advisory services)*
* *Clause 3.2.6 (Reporting)*
* *Clause 5.1.1 (Clarification and planning phase)*
* *Clause 6.2.1 (Adjustments covered)*
* *Clause 6.3.2.2 (Extension of the Scope of the Deliverables to include delivery as a Separate Task)*
* *Clause 8.1 (General)*
* *Clause 8.3 (Cooperation Organisation)*
* *Clause 8.4 (Personnel)*
* *Clause 10.1 (Introduction)*
* *Clause 10.2 (General requirements of the Customer's participation)*
* *Clause 10.3 (Participation in demonstrations and testing)*
* *Clause 14.3 (Options for delivery as a Separate Task)*
* *Clause 23.5 (The Customer's participation)*
* *Clause 36.2 (Notices)*

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# 

# INTRODUCTION

*In the following, the guide for the completion of the Appendix is shown in [italics].*

This Appendix describes the Agile Method and the cooperation organisation.

# the agile method

The Agile Method is the method selected and described in this Appendix for development of the Deliverables, cf. clause 1 of the Contract.

*[The Agile Method is not a single concept, and this clause must therefore describe the Customer's understanding of the concept, including the requirements for the Agile Method already established by the Customer in the Project.*

*The Customer's description in the Appendix of the requirements for the Agile Method is independent of the method applied, but it is based on the principles governing the generally accepted and applied development methods/models Scrum and Atern. The Customer may choose to use other agile methods/models, and the Customer may choose a combination thereof or leave it to the Supplier to choose. The Supplier may offer, for example, eXtreme Programming as development method combined with Scrum as team management model. For a more thorough introduction to the agile development, reference is made, inter alia, to the Danish National IT and Telecom Agency's guide to agile development in the public sector, 2010.*

*Depending on how the Customer chooses to organise the combination of Mandatory and Other Requirements, the number of Partial Deliveries, etc., the project may be more or less agile. The projects covered by the Contract may thus be in the nature of "water-scrum-fall". It is therefore important that the Agile Method and especially its implementation in the Project reflects the agility of the Project.*

*In this clause, the Supplier's project management method is described as part of the Agile Method. Not all agile methods include actual project management (Scrum, for example, does not), so, depending on the agile method chosen, the Supplier may have to supplement it with a project management method. For example, the Supplier might offer Scrum as the development method combined with Atern as the agile project management method, to be supplemented with the standard Prince2 project management method. In that case, development within the individual development teams (production team level) would be based on Scrum, while management of the Project at the Project management level and upwards would be based on Atern and Prince2, cf. the more detailed description of the organisation of the Project in clause 3.*

*Here, the Supplier is to insert a description of the Agile Method offered on the basis of the Customer's requirements. If more practical, the Supplier's description of the Agile Method may be attached as an annex to the Appendix.]*

1. The Supplier shall describe the Agile Method applied. The description shall include and consider at least the following:
   1. All the prerequisites, activities, processes, and products stated in clauses 2.1 - 2.5 and how use of the Agile Method ensures that they are complied with.
      1. How and when the Customer and the Customer's project participants are expected to be involved. Hence, the Agile Method requires an active involvement in the Project on the part of the Customer, including through an ongoing and close dialogue with the Supplier as well as participation in meetings, often on a daily basis.

* 1. The roles stated in the cooperation organisation, cf. clause 3 of this Appendix.

## Clarification and planning phase

The first stage in the development of the Deliverables shall be a clarification and planning phase. During this phase, the Parties shall perform the following, cf. clause 5.1.1 of the Contract:

1. A discussion of the Customer's prioritisation of requirements in the Customer's Prioritised Requirements List
2. A review and detailing of the Time Schedule
3. An assessment of the risks which may affect the implementation of the Project and an updating of the risk log on the basis of this assessment
4. An assessment of whether the Customer's Statement of Needs should be adjusted.

## Iterations

The development of the Deliverables shall take place in Iterations, cf. clause 5.2 of the Contract:

1. An Iteration shall typically include the following phases, cf. clause 4.3 of Appendix 1:
2. Analysis and design
3. Development
4. Execution of Agile Demonstrations
5. Evaluation and planning of the next Iteration

## Advising the Customer

In accordance with clause 3.2.4 of the Contract, the Supplier shall regularly advise the Customer on how best to ensure the suitability of the Deliverables in relation to the Customer's Business Objectives and Needs. The Supplier's advice shall thus ensure that the Project continuously results in deliverables with a business value for the Customer.

1. In this context, the Supplier shall primarily advise the Customer on:
2. The Agile Method applied.
3. The Customer's description of the requirements in the Prioritised Requirements List, including their classification as Mandatory and Other Requirements.
4. The Customer's prioritisation of Requirements, also in the individual Iteration, including the possible consequences and risks associated with the Customer's prioritisation.
5. Issues of relevance to the combination of Mandatory and Other Requirements in the Prioritised Requirements List, including correlations and any Dependencies between the individual requirements.
6. The Customer's prioritisation of requirements and activities in the individual Iterations as well as participation in the planning thereof.
7. The combination of Mandatory and Other Requirements in the individual Iterations.
8. The consequences and risks associated with the Customer's choices, including in relation to the fulfilment of the Customer's Business Objectives and Needs in subsequent Iterations and in relation to the Customer's license agreements, cf. Appendix 16.
9. Matching of expectations with the Customer with respect to the Customer's expected time for submission of regular feedback and clarifications in the individual Iterations.
10. Determination of acceptance criteria.
11. Configuration of IT environment, cf. clause 4 of the Contract.
12. New technologies or solutions which may affect the way in which the Customer's needs are met.
13. Any changes to the requirements for the Customer's IT environment, if such changes should be necessary during the Project.

*[The list of issues requiring advice to the Customer may usefully be supplemented and adjusted as required for the individual Project. The above issues should be included at least.]*

Where the Supplier assists the Customer in relation to e.g. (i) planning of Iterations, (ii) ongoing prioritisation, or (iii) preparation of a more detailed or specific basis for further performance of the Deliverables in relation to the Prioritised Requirements List, the Supplier shall ensure that the planning, change of priorities, or preparation of a more detailed or specific basis for further performance of the Deliverables recommended by the Supplier is relevant and appropriate seen in relation to the suitability of the Deliverables for the Customer's Business Objectives and Needs as described in Appendix 3a.

## Reporting

In accordance with clause 3.2.6 of the Contract, the Supplier shall regularly report and present the status of the Project to the Customer.

The Supplier shall describe the regular progress reporting. The description shall at least include the following information:

1. A description of the overview(s) made available by the Supplier to the Customer to illustrate the status and progress of the Project.

*[The Customer may list special requirements, if any, to the elements to be included in the progress reporting. Such requirements may be, e.g. preparation of so-called burn down charts. Burn down charts are graphical illustrations of the work and time still remaining in the Project. Such charts are used, e.g. in Atern and Scrum as important management tools and for facilitating estimates.*

*The reporting serves to ensure that the estimates provided are complied with and that the Project remains focused on the Customer's Business Objectives and Needs, and that the prioritisation is continuously based on the greatest business value for the Customer.*

*According to the IT project model of the State, all existing State IT projects with a budget of DKK 10 million or more must every six months, until transition to operation, report progress to the State's IT project board. If the Supplier is to undertake this progress reporting, this is to be stated in the Appendix, including the issues to be included in the reports. If the Customer handles the reporting, the Customer's receipt of the necessary information from the Supplier must be ensured.]*

## Project management

The Supplier shall undertake the management of the Project, provided that the Customer participates actively, cf. clauses 3.2.1 and 3.2.3 of the Contract.

The Supplier's responsibility for management of the Project shall in particular include the planning and administration of the Parties' cooperation, as well as responsibility for monitoring the implementation of the Project and ensuring the daily progress, including observance of the Time Schedule.

The Supplier shall ensure that all Project activities are coordinated and that irreconcilable decisions are not made. Hence, it shall be the responsibility of the Supplier to ensure the coherence of the architecture of the Deliverables as well as coherence and integration between the individual parts of the Deliverables.

In order to ensure that the Project continuously results in deliverables with a business value for the Customer, the Supplier shall direct the process at the project activities and at the establishment of the functionality that support the suitability of the Deliverables in relation to the Business Objectives and Needs.

1. The Supplier shall describe the Project management method used by the Supplier, including
   1. How and when the Customer is to be involved.
   2. How the Project management method supports and interacts with:
      1. The Customer's Project organisation, cf. Appendix 9,
      2. The cooperation organisation, cf. clause 3 of this Appendix, and
      3. The Agile Method [*item iii. is only included if the agile method used by the Supplier does not comprise project management.*]
   3. How the Project management method ensures management of the Project resources, including how the Project management method ensures and interacts with the Supplier's method for preparing fee and time estimates, cf. Appendix 14. [*In this connection, the Customer may consider to require that the Supplier regularly reports on the use of resources as compared to the expected resource consumption. Such reporting may be done graphically.*]

# cooperation organisation

## Introduction

The Parties shall ensure that the Project is sufficiently anchored in their respective representatives so that it is always possible to make the necessary decisions in the course of the Project as quickly as required by the Agile Method and circumstances in general.

Furthermore, the Parties shall ensure the necessary authorisation and authority to act for the Parties' Project participants in relation to resolving disputes, cf. clause 37.3 of the Contract.

The Supplier shall undertake the management of the Project and shall have the duty to take initiatives in the cooperation between the Parties, but the Customer is required to play an active role in the Project management, cf. clauses 3.2.3 and 3.2.1 of the Contract.

## Structure and roles

*[This clause describes the structure and roles of the cooperation organisation, including tasks, responsibilities and authority, etc., in relation to its various units and roles, as well as the Parties' special obligations, if any.*

*As a State institution, the Customer must use the State IT project model. The State IT project model includes, inter alia, a number of mandatory and recommended management products as well as a guiding description of the roles and responsibilities in IT projects. This clause is aligned with the description of roles contained in the project model, and is to be adjusted to the individual Project.*

*As stated in the Contract, a cooperation organisation must be established which is both able to handle both day-to-day tasks, including making decisions on Agile Adjustments, and which has authority to decide issues of principle in the form of Actual Changes arising in the course of the Project.*

*The cooperation organisation should primarily be seen in the context of Appendices 8 and 9, describing the Project organisations of the Parties and their representatives authorised to act on behalf of the Parties, including making decisions in relation to Agile Adjustments and Actual Changes. The three Appendices (7, 8 and 9) are thus structured so that this Appendix describes the roles in the cooperation organisation, including which of the project staff listed in Appendices 8 and 9 specifically fill the roles of the cooperation organisation. The Supplier's requirements and estimate with respect to the Customer's participation in terms of time are stated in Appendix 9.*

*The structure of the cooperation organisation will depend on the Agile Method applied. The Customer must therefore be careful to avoid making too detailed requirements to the pre-defined roles, as the Supplier should have the possibility of offering the cooperation organisation which supports the Agile Method used best possible and with which the Supplier is familiar. In this context, it is important that the Supplier provides a detailed description of the area of responsibility and decision-making power for each role and unit and not merely applies a "standard" role such as "Scrum Master". In that case, the Supplier must describe what the Supplier means by a "Scrum Master" and the Project role which the Supplier envisages for the "Scrum Master".*

*Here, a description of the cooperation organisation is inserted on the basis of the Customer's requirements. If more practical, the description may be attached as an annex to the Appendix.*

*The description must include the roles (project participant is not considered a role), units and management levels stated below. The Supplier may include other roles, units and levels in the tender.*

*With the exception of the head of the steering group and the Project Manager, the same person may fill several roles, and likewise a role may be split between several people. The Supplier's description of the cooperation organisation must include a description of the roles as well as the people expected to fill them, stating their names. It is acceptable that it may not be possible to name all Project employees at the performance level, but in that case they must be listed as NN1, NN2 …, so that the number of Project and maintenance staff is indicated.*

*The final structure of the cooperation organisation may take place during the clarification and planning phase. The Parties may therefore usefully organise one (or more) workshops in the clarification and planning phase where the Customer and the Supplier cooperate on an agile mini project (possibly fictitious) in order to thereby rehearse the roles and division of responsibilities for the Agile Method. On the basis thereof, the Parties will make an evaluation and, if relevant, an adjustment of the cooperation organisation.]*

1. The names of all Project staff, any subcontractors used by the Supplier, and any third parties used by the Customer shall be included in the cooperation organisation.

1. The organisation shall be illustrated in an organigram showing the positions of the Parties' respective Project managers, key personnel, other personnel, any subcontractors used by the Supplier, and any third parties used by the Customer.
2. The distribution of tasks, responsibilities, and authorisations for the individual roles and units shall be clearly stated.
3. The frequency of meetings, responsibility for preparing agendas, minutes, etc., for the individual units shall be clearly stated.

### **Levels**

#### Management level

*[Here, a description of the steering group meetings, including their purpose, scope, and content is inserted on the basis of the Customer's requirements.]*

1. The steering group shall consist of a senior user, a senior supplier and a head of the steering group. The latter shall be a representative of the Customer.
2. One or more members of the steering group - possibly acting jointly - shall be authorised to make binding decisions on Actual Changes on behalf of the Customer or the Supplier, respectively.
3. The steering group shall be entitled to decide that other people are to join the steering group on an ad hoc basis or as permanent members.
4. Immediately after the signing of the Contract, the steering group shall hold a kick-off meeting marking the start-up of the cooperation.
5. Steering group meetings shall be held between the Parties at the times stated in Appendix 1. The purpose of the steering group meetings shall be to ensure a shared overview of the status of the Project, including any problems and risks.
6. Immediately after the signing of the Contract, the steering group shall prepare a set of rules of procedure describing the procedures for its day-to-day activities.
7. Unless otherwise agreed between the Parties, steering group meetings shall be held at […]. It shall be for the Supplier to ensure that steering group meetings are held. The Customer shall prepare the minutes.
8. The agenda of the steering group meeting shall be as follows:
9. Approval of minutes of previous meeting
10. The Supplier's status of the project
11. Status of the cooperation
12. Processing of Actual Changes
13. Status of Actual Changes
14. Miscellaneous
15. The Customer shall send the minutes to the Supplier no later than five Working Days after the steering group meeting.
16. The Supplier shall send written comments to the minutes within five Working Days of receipt of the minutes. If the Supplier has not commented on the minutes within five Working Days of receipt of the minutes, the minutes shall be deemed to have been approved without further comments.
17. If the Supplier has sent written comments to the minutes before the deadline, the Customer shall send updated minutes with tracked changes, which shall be received by the Supplier no later than five Working Days before the next steering group meeting. If the Customer cannot accept all the Supplier's comments, this will be stated in the accompanying letter, and the comments shall be discussed at the first steering group meeting thereafter.

#### Project management level

*[Here, a description of the Project Manager's role, responsibilities, and authority to act is inserted on the basis of the Customer's requirements. The Customer's requirements may be extended, e.g. on the basis of the profile description of Project Managers in the IT project model.*

*Furthermore, it might be considered to make requirements as to the involvement of roles at project management level, besides the Project Manager, which ensures a direct link between the roles at steering group and at performance level that handle business matters and technical matters. Such roles do not appear from the State IT project model, but is known from e.g. Atern. Atern thus operates with a Business Visionary and a Technical Co-ordinator at project management level. The Business Visionary communicates the senior user's needs to the performance level and contributes throughout the entire Project with strategic management with respect to ensuring that the solution is suitable for the Customer's Business Objectives and Needs. The Technical Co-ordinator performs the same role as the Business Visionary but from a technical perspective instead of a business perspective. The Technical Co-ordinator is thus the Project's technical design authority and ensures technical consistency across the individual development teams and that the solution complies with the required technical quality standards.]*

1. The Project Manager shall be the Supplier's project manager or one of the Supplier's key personnel.
2. The Project Manager shall be responsible for:
3. Planning and administration of the cooperation between the Parties.
4. Monitoring of the implementation of the Project and ensuring day-to-day progress, including observance of the Time Schedule and the overall responsibility for managing resource consumption.

#### Performance level

*[Here, a description of the structure of the cooperation organisation at performance level is inserted on the basis of the Customer's requirements. In order to support the Agile Method, it is important that representatives of the Customer be involved and that their roles be clearly stated. These may be specialist roles which are only relevant in the clarification and planning phase; in that case this should be stated.]*

1. It is assumed in the Contract that the Customer undertakes roles with the following tasks at performance level:
2. Serves as the link between the Supplier's and the Customer's organisations and handles the ongoing dialogue with the Supplier.
3. Serves as the link between the development and the business, and is responsible for communicating business requirements and priorities to the development process.
4. Is responsible for preparing and maintaining the Prioritised Requirements List and escalating deviations in relation to the tolerances, including escalating decisions on Actual Changes in relation to the Prioritised Requirements List to the steering group.
5. Participates in the planning of the individual Iterations.
6. Is responsible for ensuring internal alignment with the Customer's organisation and other stakeholders.
7. Is responsible for regularly, and at short notice, making business decisions of significance to the implementation of the Project, including in relation to Agile Adjustments.
8. Participates in the planning and performance of Agile Demonstrations.
9. Participates in evaluations and reviews as part of the development process.
10. It is assumed in the Contract that the Supplier undertakes the following roles at performance level:
11. Shall have overall responsibility for:
    * 1. The development process
      2. Detailed planning of the individual Iterations
      3. Advising the Customer in connection with the Customer's handling of the Prioritised Requirements List
      4. Advising the Customer in connection with the Customer's prioritisation of requirements and activities in the individual Iterations
      5. The testing process
12. Developers
13. Testers
14. Architects
15. *[Any other roles performed by the Supplier at performance level to be inserted here.]*

*K-29* One or more members of the individual development teams - possibly acting jointly - must be authorised to make binding decisions on behalf of the Customer and the Supplier, respectively, in relation to Agile Adjustments.

## Communication between the Parties

This clause concerns the communication between the Parties which is **not** covered by the provisions of the Contract regarding communication by Notice, cf. clause 36.2 of the Contract.

*[Here, a description of the communication between the Parties is inserted on the basis of the Customer's requirements. If more practical, the description may be attached as an annex to the Appendix.*

*The Agile Method assumes a close and often informal dialogue between the Parties. The Customer should thus consider carefully whether a more formal regulation thereof is required.]*

Appendix 8

The Supplier's project organisation and insight

Guide:

*The Contract refers to Appendix 8 on the Supplier's project organisation and insight in the following clauses:*

* *Clause 6.2.3 (Authorisation)*
* *Clause 8.2 (Authority to act)*
* *Clause 8.4 (Personnel)*
* *Clause 8.4.3 (Replacement of personnel)*
* *Clause 8.4.3.1 (The Supplier's replacement of key personnel)*
* *Clause 9 (Insight)*
* *Clause 11 (Use of subcontractors)*
* *Clause 18.1 (The Customer's right of audit)*
* *Clause 23.3 (The Supplier's resources)*
* *Clause 26.1.1 (Grounds for termination)*
* *Clause 36.2 (Notices)*
* *Clause 37.3.1.1 (Dispute settlement body)*

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# INTRODUCTION

*In the following, the guide for the completion of the Appendix is shown in [italics].*

Appendix 8 contains a description of the Customer's requirement for the Supplier's project organisation as well as insight into the Agile Method.

*[During the clarification and planning phase, the Appendix will be finalised in accordance with the content of the tender.]*

# the supplier's project organisation

## 2.1. The Supplier's personnel

*[Here, a description of the Supplier's personnel, including the key personnel for whom the Customer has requested a closer identification, is inserted on the basis of the Customer's requirements. If more practical, the specification may be attached as an annex to the Appendix.*

*The Supplier's tender must contain a description of how the Supplier intends to man the project. The description must satisfy the requirements set out in K-1, K-4, K-5, K-6, K-7, K-8 and K-9. If the personnel is not key personnel, it is acceptable not to identify all project personnel by name, but in that case they must be listed as NN1, NN2…, so that the number of personnel working on the Project is indicated.]*

The information about the Supplier's staff must at least include:

1. The name of the Supplier's project manager
2. The name of the deputy of the Supplier's project manager
3. The names and functions of all personnel on the Project
4. All subcontractors on the Project. Subcontractors shall be taken to mean both subcontractors working within the Supplier's organisation and external subcontractors
5. For each subcontractor, a general description must be provided of competencies and deliveries for the Project. The detailed description of the deliveries of the subcontractors is set out in Appendix 3. An overall description of the deliveries of the subcontractors is provided in Appendix 1
6. The names and functions of all key personnel on the Project. The key personnel may be directly attached to the project organisation, but may also be key subcontractor personnel
7. For each key employee, his/her competencies, qualifications, and experience must be listed, and a CV must be attached. The CV must at least contain the following information:

* Name,
* date of birth,
* title/position,
* date of employment,
* relevant education,
* relevant certification,
* key qualifications,
* experience in developing IT solutions,
* experience of IT projects with an agile approach,
* key reference projects, and
* relevant managerial experience.

1. The Supplier's project organisation must be illustrated in an organigram showing the positions of the Supplier's project manager, key personnel, other personnel, and the subcontractors of the Supplier, if any.

The Supplier's personnel authorised to act *[the Supplier must state who is authorised to make decisions on Agile Adjustments and Actual Changes, cf. clauses 6.2.3 and 8.2 of the Contract.*

*As stated in Appendix 7, one or more of the Supplier's steering group members - acting jointly, if relevant - must be authorised to make binding decisions on behalf of the Supplier regarding Actual Changes. One or more of the Supplier's individual team members - acting jointly, if relevant - must be authorised to make binding decisions on behalf of the Supplier regarding Agile Adjustments.*

*The Supplier must furthermore state who - by representing the Supplier in the dispute settlement body - has been authorised to make binding decisions on behalf of the Supplier in relation to any disputes arising, cf. clause 37.3.1.1 of the Contract.]*

## 2.2. The Supplier's contact person

*[Here, the Supplier provides the contact information on the relevant person within the Supplier's organisation to whom Notices may be sent, cf. clause 36.2 of the Contract.]*

| Name | Title | Contact details |
| --- | --- | --- |
|  |  |  |

## 2.3. Remunerative consequences of replacement

*[Any remunerative consequences in relation to a replacement to be stated here.]*

# insight

*[Here, a documented description of the Supplier's insight into the Agile Method is inserted on the basis of the Customer's requirements. If possible, the Supplier's insight should be documented by way of relevant references, certifications, etc.*

*The description must clearly state which parts of the Supplier's project organisation it relates to.*

*If more practical, the description may be attached as an annex to the Appendix.]*

1. The Supplier must have insight into the Agile Method. Insight into the Agile Method shall comprise skills and experience in relation to:

* management and implementation of IT projects based on an agile approach using the Agile Method
* close cooperation with the Customer on a day-to-day basis
* delivery of a service on an agile basis without complete requirements specifications from the onset of the Project
* delivery on a regular basis of functionality matching the Customer's Business Objectives and Needs, thereby providing the desired business value for the Customer.

Appendix 9

The Customer's project organisation and insight

Guide:

*In this Appendix, the Customer must illustrate the internal organisation of the Project within the organisation of the Customer. If the Customer has only partially provided this information in the tender material, the Appendix is to be finalised during the clarification and planning phase.*

*The Customer will use the State IT project model for the implementation of the Project. This project model lays down a number of requirements as to the way in which the ministries are to plan and implement IT projects, including the organisation thereof. Hence, the project model includes a number of profiles to be used in the individual projects. The description of roles, however, is a guideline only; the content of a specific description of a specific project can be adapted to the specific organisation and the specific project in which the profile is to be used.*

*The internal organisation of the Project within the organisation of the Customer must be adjusted to a certain extent so as to support the agile development process, including in relation to decision-making structures and the roles of the project participants.*

*A Project based on the Agile Method requires a very high degree of user involvement, which can be achieved in different ways at different levels. The major stakeholders must be involved in the process on an ongoing basis so as to ensure that the Project remains focused on the business needs, and that the most important issues are always given priority. Although, most often, only one person is responsible for communicating the needs and priorities of the development process, this cannot be done without the stakeholders' - and in this respect also the management's - very active involvement and dialogue. The internal part of the user involvement should focus on ensuring internal agreement and prioritisation of the needs and requirements.*

*The Customer's internal organisation should especially allow the dialogue and interaction between the Customer and the Supplier to run smoothly.*

*The Customer's internal project organisation should ensure that the stakeholders who are to contribute on an ongoing basis have explicitly defined roles and the authority to act. If the stakeholder is a party outside the Customer's organisation, e.g. a third party regularly monitoring the quality of the deliveries, it is furthermore important to allow that representative to act quickly and competently by agreement. In other words, an explicitly defined framework for the individual stakeholders' expected contribution, project participation and decision-making authority should be laid down.*

*When preparing the Appendix, the Customer must furthermore state the extent of the human resources provided by the Customer and - with respect to the Customer's key personnel - their competencies. In this respect, the Customer may consider enclosing the CV of the key personnel.*

*Appendix 7 of the Contract (the Agile Method and cooperation organisation) describes the Supplier's expectations regarding the Customer's participation in the cooperation organisation, including the tasks, responsibilities, and authority for the various roles to be undertaken and fulfilled by the Customer. In this Appendix, the Supplier must state the requirements concerning the duration of the Customer's participation in relation to the implementation of the Project.*

*If the Customer's project participants are not working full time on the Project, the Supplier must state the hours during which the relevant employee must be available for the Project. Alternatively, the Supplier may choose to lay down guidelines for scheduling the Customer's participation in the Project on an ongoing basis.*

*The statements of the Customer's participation are to be understood as estimates, cf. clause 10.4 of the Contract.*

*Appendix 7 to the Contract also lists the Supplier's expectations regarding the Customer's participation in the decision-making process, including the decisions that the Customer is expected to influence and make. In this Appendix, the Supplier is to list any further requirements to the Customer's competencies, cf. clause 8.2 of the Contract.*

*Clause 3 of the Appendix lists examples of nformation about the Customer's participation to be provided in the Supplier's tender.*

*Where compliance with security requirements imposed on the Supplier involves requirements for the Customer's participation beyond the activities which the Customer is expected to handle itself on the basis of own guidelines and work routines, the Supplier must state this in the Appendix.*

*Furthermore, the Supplier must state in the Appendix any training courses which the Customer's users must have completed if this is a precondition for the Customer's use of the Deliverables.*

*The Contract refers to Appendix 9 on the Customer's participation and insight in the following clauses:*

* *Clause 3.2.1 (General)*
* *Clause 6.2.3 (Authorisation)*
* *Clause 8.2 (Authority to act)*
* *Clause 8.4 (Personnel)*
* *Clause 8.4.2 (The Customer's personnel)*
* *Clause 8.4.3 (Replacement of personnel)*
* *Clause 8.4.3.2 (The Customer's replacement of key personnel)*
* *Clause 9 (Insight)*
* *Clause 9.2 (The Customer's insight)*
* *Clause 10.1 (Introduction)*
* *Clause 10.2 (General requirements of the Customer's participation)*
* *Clause 10.3 (Participation in demonstrations and testing)*
* *Clause 10.4 (Other requirements of the Customer's participation)*
* *Clause 18.2 (The Supplier's access to audit)*
* *Clause19 (Security)*
* *Clause 23.1 (General warranty)*
* *Clause 23.5 (The Customer's participation)*
* *Clause 27.2 (The Customer's breach of other obligations)*
* *Clause 36.2 (Notices)*
* *Clause 37.3.1.1 (Dispute settlement body)*

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# INTRODUCTION

*In the following, the guide for the completion of the Appendix is shown in [italics].*

Appendix 9 contains an overview of the Customer's project organisation and the Customer's insight.

*[To be completed in the clarification and planning phase in accordance with the contents of the tender.]*

# the customer's project organisation

## 2.1 The Customer's project participants

*[The Customer must state who is the Customer's project manager, and who is the deputy project manager.*

*The Customer must furthermore state the remaining specific project staff, including the name and function of other key personnel and personnel allocated by the Customer to the Project. The Customer must describe the extent to which the Customer's project participants will participate in the Project, including the role expected to be undertaken and fulfilled by the personnel in question.*

*The project staff can be illustrated in an organigram showing the positions of all project participants.*

*The Customer must state for each key personnel why the employee in question is a key employee as well as each key employee's competencies, qualifications, and experience of IT projects in general and IT projects with an agile approach in particular.*

*The Customer may supplement the description, as appropriate, by enclosing CVs for the individual key personnel.]*

## 2.2 Customer personnel with authority to act

*[The Customer must state the personnel with authority to make decisions regarding Agile Adjustments and Actual Changes, cf. clauses 6.2.3 and 8.2 of the Contract.*

*As stated in Appendix 7, one or more of the Customer's steering group members - acting jointly, if relevant - must be authorised to make binding decisions on behalf of the Customer regarding Actual Changes. One or more of the Customer's individual team members - acting jointly, if relevant - must be authorised to make binding decisions on behalf of the Customer regarding Agile Adjustments.*

*The Customer must furthermore state who - by representing the Customer in the dispute settlement body - has been authorised to make binding decisions on behalf of the Customer in relation to any disputes, cf. clause 37.3.1.1 of the Contract.]*

## 2.3 The Customer's contact person

*[The Customer's contact information on the relevant person within the Customer's organisation to whom Notices may be sent, cf. clause 36.2 of the Contract].*

| Name | Title | Contact details |
| --- | --- | --- |
|  |  |  |

## 2.4 The Customer's use of third parties

*[A description of the Customer's use of third parties to be inserted here.]*

# the customer's participation

*[Here, an overview of the requirements for the Customer's participation in the Project is inserted on the basis of the Customer's requirements. If more practical, the overview may be attached as an annex to the Appendix.*

*In Appendix 7, the Supplier has stated how and when the Customer and the Customer's project participants are expected to be involved in the Project as part of the Agile Method, and the roles that the Customer is expected to fulfil in the cooperation organisation. In this Appendix, as required by the Customer, the Supplier prepares an overview of the requirements for the Customer's participation.]*

## 3.1 The Customer's personnel, etc.

*[Appendix 7 describes the Supplier's expectation with respect to the Customer's participation in the cooperation organisation, including tasks, responsibilities and authority in relation to the various roles to be undertaken and fulfilled by the Customer.]*

1. The overview of the Customer's participation may include a detailed specification of requirements for the Customer's competencies, cf. clause 8.2 of the Contract.
2. The overview of the Customer's participation shall include a detailed list of any employees, beyond those listed in clause 2.1, required by the Supplier for the performance of the Deliverables.
3. The overview of the Customer's participation shall include a description of the Supplier's expectations and requirements as regards the time spent by the Customer on the Project. These statements shall solely be seen as estimates of the Customer's consumption of resources, cf. clause 10.4 of the Contract. The Supplier shall inform the Customer well in advance if the Customer's project participants will be required to increase their participation from time to time.

*The timing requirements related to the Customer's participation can be illustrated by completing the following form:*

| Activity | Role | Number of persons | Period/Allocation requirement | Estimated resource consumption |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

## 3.2 Other participation by the Customer

1. The overview of the Customer's participation must include a detailed list of any Customer equipment which the Supplier will need to borrow for the performance of the Deliverables, but which is not included as part of the Deliverables.
2. The Supplier shall return all equipment borrowed from the Customer in the condition in which it was received.
3. The overview of the Customer's participation shall include a detailed list of any systems, data, documentation, etc., which the Customer is required to make available to the Supplier. *[To be aligned with the contents of Appendix 2.].*
4. The overview of the Customer's participation shall include a detailed list of any requirements with respect to the fitting out of premises, etc., and a detailed list of any office and canteen facilities, etc., at the premises of the Customer required by the Supplier for the performance of the Deliverables. [*The bulk of the development work is expected to take place at the premises of the Customer*].
5. The overview of the Customer's participation shall include a detailed list of any test environments, test personnel, test data, etc., required by the Supplier for the performance of the Deliverables. *[To be aligned with the contents of Appendix 6.].*
6. The overview of the Customer's participation shall include a detailed list of any further services required by the Supplier for the performance of the Deliverables.
7. Where parts of the Deliverables are to be connected to external systems, the Customer requires that Customer personnel with knowledge of the relevant external systems must be present.

### 3.2.1 The Customer's provision of Standard Software

[*Here, the Customer inserts guidelines with respect to the Customer's provision of Standard Software.*]

# the customer's insight

Guide:

*In accordance with clause 9.2 of the Contract, the Customer must have insight into the Agile Method applied, including organisational support for using the Agile Method and the related cooperation structure for implementation of the Project.*

*The purpose of describing the Customer's insight is to acquaint the Supplier with this insight so that the Supplier can advise the Customer if the level of insight is insufficient, and recommend and refer the Customer to the training programme described in Appendix 3 in the Agile Method applied with a view to acquiring the necessary level of insight.*

*In the description of the Customer's insight, the Customer must include and explain the following:*

* *That the Customer has the organisational support for applying the Agile Method selected for the implementation of the Project, including the Supplier/Customer cooperation required by the Agile Method in question, as well as the ability of continuously and at short notice to make business decisions.*
* *That the Customer is able to continuously and at short notice to prioritise its business needs and requirements, including to deselect, and to align this prioritisation with the Supplier and the Customer's own organisation.*
* *That the Customer is both able and willing to allocate the time and the necessary resources at all relevant levels in the Customer's organisation throughout the entire project cycle.*

*Where possible, the Customer's insight should be documented by way of relevant references, certifications, etc.*

*The description must clearly state which parts of the Supplier's project organisation it relates to.*

Appendix 10

Maintenance and support

Guide:

*Maintenance and support must be delivered from the dates stated in this Appendix. The general rule, according to the Contract, is that the Supplier undertakes to carry out the maintenance and support of a Partial Delivery from Acceptance of the Partial Delivery in question. With respect to Actual Changes and Options ordered for delivery as a Separate Task, maintenance and support is to be carried out from Acceptance of the Separate Task in question.*

*If parts of the Deliverables are not covered by the maintenance scheme, this must be stated in the Appendix.*

*Maintenance and support are divided into basic services remunerated by way of a fixed fee and services remunerated by way of a separate fee.*

*In the event of any preconditions or limitations for transfer of the maintenance to the Customer or a third party, this must be described by the Supplier in this Appendix. Clause 5 of this Appendix sets out a proposal for items which the Customer should ask the Supplier to describe in such case.*

*The general rule, according to the Contract, is that the Customer has a right to terminate the maintenance and support with a notice of six months to the first day of a month, however to expire no sooner than one year after Acceptance of the last Partial Delivery. Furthermore, the Customer has a right to terminate the maintenance and support for parts of the Deliverables as set out in this Appendix with a notice of six months to the first day of a month, however to expire no sooner than the expiry of the warranty period of the Partial Delivery in question.*

*If with respect to a complete or partial termination, a different period of non-terminability or notice should apply, this must be stated in the Appendix*. *If the Customer requires that the Supplier is denied access to change the basic premise of the Contract, this must be made a mandatory requirement in the Appendix or in clause 34.2 of the Contract.*

*This Appendix must furthermore state the extent to which post-contractual introduction of new rules is comprised by the Supplier's maintenance scheme.*

*Several places in the Appendix, requirements have been highlighted and certain text has been inserted in brackets. The relevance of these requirements should be carefully considered when drafting the Appendix.*

*The Contract refers to Appendix 10, Maintenance and support, in the following clauses:*

* *Clause 6.4 (Changes without the Supplier's consent)*
* *Clause 12.2.2 (Maintenance and Operation)*
* *Clause 15.1 (General)*
* *Clause 15.2 (Maintenance plan)*
* *Clause 15.3 (Performance)*
* *Clause 23.11 (Regulatory compliance)*
* *Clause 25.3.1 (Remedy)*
* *Clause 34.2 (Maintenance and support)*

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# introduction

*In the following, the guide for completion of the Appendix is shown in [italics].*

This Appendix contains a specification of the Supplier's maintenance and support and any preconditions or limitations regarding the transfer of maintenance to the Customer or a third party.

# the supplier's maintenance organisation

## 2.1 Organisation

*[Here, a description of the Supplier's maintenance organisation is inserted on the basis of the Customer's requirements. The description must meet the requirements of K-1, K-2, K-4 and K-6. It is acceptable that it may not be possible to name all maintenance employees, but if so they must be listed as NN1, NN2…, so that the number of maintenance employees is clear.*

*If more practical, the Supplier's maintenance organisation may be attached as an annex to the Appendix.]*

The Supplier's maintenance organisation shall at least include information regarding:

*K-1* The Supplier's maintenance organisation shall be illustrated in an organigram showing the positions of all maintenance employees and stating all subcontractors.

1. The Supplier's contact person concerning maintenance.
2. The names and functions of all employees in the Supplier's maintenance organisation.
3. All maintenance subcontractors, stating the responsible contact person.
4. For each subcontractor, a description of the subcontractor's maintenance areas shall be provided.
5. The names and functions of all key personnel. Key personnel may be directly attached to the maintenance organisation, but may also be key subcontractor personnel.
6. For each key employee, a description shall be provided as to why the employee in question is a key employee.

## 2.2 Maintenance meetings

*[Here, a description of the maintenance meetings, including their purpose, scope, and content is inserted on the basis of the Customer's requirements.*

*If more practical, the description may be attached as an annex to the Appendix.]*

1. Maintenance meetings shall be held between the Parties during the maintenance period. The purpose of the maintenance meetings is to ensure a joint overview of the state of the Deliverables.
2. Unless otherwise agreed between the Parties, the maintenance meeting shall be held on […]. The maintenance meetings shall be held at the premises of the Customer or at a place deemed suitable by the Customer in the circumstances. It shall be for the Supplier to ensure that the maintenance meetings are held. The Supplier shall prepare the minutes.
3. As a minimum, the Supplier's and the Customer's contact persons for maintenance shall participate in the maintenance meetings. During the period up to Acceptance of the last Partial Delivery, the Supplier's and the Customer's project managers shall also participate. Any disputes in the maintenance group which may affect the compliance with service level goals shall be referred to the dispute settlement body, cf. clause 37.3.1.1 of the Contract.
4. Each Party shall decide at its own discretion whether any further persons are to participate.
5. The agenda of the maintenance meeting shall be as follows:
6. Approval of the minutes of the previous meeting
7. [Review and consideration of the status report]
8. Review and consideration of the list of Faults with focus on the Faults that have not been bypassed, temporarily remedied or corrected within the deadlines stipulated in Appendix 11.
9. Approval of the plan for preventive maintenance and agreed changes
10. Review of the activity list
11. Miscellaneous
12. The Supplier shall send the minutes to the Customer no later than five Working Days after the maintenance meeting.
13. The Customer shall send written comments to the minutes within five Working Days of receipt of the minutes. If the Customer has not commented on the minutes within five Working Days, the minutes shall be deemed to have been approved without comments.
14. If the Customer has sent written comments to the minutes before the deadline, the Supplier shall send updated minutes with tracked changes, which shall be received by the Customer no later than five Working Days before the next maintenance meeting. If the Supplier cannot accept all the Customer's comments, this shall be stated in the accompanying letter and the comments shall be discussed at the first maintenance meeting thereafter.

## 2.3 [Status reporting]

1. [The Supplier shall prepare and send to the Customer a monthly status report on corrective action and maintenance. The form of the status report shall be agreed between the Parties and shall at least contain the following information:

* A brief, but comprehensive status report
* A Fault curve showing the development of the number of Faults calculated per calendar month and broken down into the various categories
* A Fault curve showing the development of the number of Faults calculated per calendar month and broken down into Fault status
* A list of Faults comprising all reported Faults and, as a minimum, containing the following information for each Fault:
  + A Fault heading
  + The Supplier's reference to the Fault
  + The Customer's reference to the Fault
  + The Fault category
  + The status of the Fault (reported, bypassed, temporarily remedied, corrected) including the times of reporting, bypassing, temporarily remedying, and correcting. If the Fault has not been bypassed, temporarily remedied and/or corrected within the deadlines stipulated, this must be clearly stated
  + Comments, if any, including the Customer's disagreement, if any, with some or all of the information concerning the Fault
* An overview of Fault reports on which there is disagreement, containing for each Fault report:
  + A reference to the Fault report
  + The information on which there is disagreement
  + The Supplier's reasons for the information in the Fault report on which there is disagreement
  + The Customer's reasons for not approving the information in the Fault report on which there is disagreement
* A brief overview of the activities of the coming month with focus on correction of Faults, changes, and preventive maintenance

1. The status report for the preceding month shall be received by the Customer no later than three Working Days prior to the maintenance meeting.]

# extent of maintenance and basic services

*[Here, a specification of the extent of maintenance and basic services concerning maintenance and support comprised by the Supplier's maintenance fee is inserted on the basis of the Customer's requirements.]*

*[If more practical, the specification may be attached as an annex to the Appendix.]*

*[It is assumed that a fixed monthly maintenance fee is paid for the basic services, cf. clause 3 of Appendix 14.]*

The Supplier shall undertake to carry out maintenance and support of a Partial Delivery from Acceptance of the said Partial Delivery.

With respect to Actual Changes and Options ordered for delivery as a Separate Task, maintenance and support shall be undertaken from Acceptance of the said Separate Task.

1. The Partial Deliveries not comprised by the Supplier's maintenance obligations are the following:

* *[…]*

1. The Supplier shall notify the Customer without undue delay of any new Versions and Releases, including any material changes compared with previous Versions and Releases, whenever they are available.
2. If the Customer subsequently requests the installation of a delivered new Version or Release, and if the installation is comprised by this maintenance scheme, [the Supplier]/[the Customer's IT service provider] shall be in charge of such installation centrally in the Customer's IT environment.
3. It shall be a precondition for compliance with the requirements and service level goals in accordance with this Appendix and Appendix 11 that the Customer is no more than [*TO BE COMPLETED BY THE SUPPLIER*] Versions behind in relation to the most recent Version and *[TO BE COMPLETED BY THE SUPPLIER]* Releases behind in relation to the most recent Release of the Software comprised by the maintenance, without prejudice to Appendix 14 in respect of the warranty period. Notwithstanding the above, the requirements and service level goals shall be complied with as long as the Version or Release used by the Customer has been received by the Customer within the last *[TO BE COMPLETED BY THE SUPPLIER]* years.
4. The Customer requires that maintenance fees shall cover the following basic services:

* Maintenance administration in connection with delivery and maintenance of the Deliverables
* A support service where the Customer on all [Working Days] in the hours between *[…]* can call the Supplier in the event of operational interruptions, and which shall comprise:
  + *[When completing the Appendix, the relevant contact details required must be indicated]*
  + The Customer shall identify itself when reporting and describe and classify the operational interruption
  + On reporting by the Customer, the Supplier shall create and complete the first fields in the Fault report in connection with delivery and maintenance of the system
  + After being called, the Supplier shall carry out maintenance as described in this document
* Delivery and installation of new Versions and Releases, provided that the Software is comprised by the maintenance scheme
* Compliance with agreed reaction and correction times, cf. Appendix 11
* *[Any other requirements to be stated here].*

# services to be remunerated separately

1. The Supplier shall offer the following services to be remunerated at an hourly rate, cf. clause 6 of Appendix 14:

* Maintenance work outside agreed operating hours, cf. clause 15.3 of the Contract and Appendix 11
* Additional work carried out by the Supplier in relation to correction of Faults where Faults could have been corrected by way of delivery of a new Version or Release, and where the Customer declines installation thereof, cf. clause 3.1 of Appendix 14.
* *[Any other requirements to be stated here]*

1. If in connection with Fault detection it is found that the operational interruptions are of such a nature that the Supplier cannot be held liable for their cause, the Supplier shall continue its work if so required by the Customer. The work shall be remunerated at hourly rates as specified in clause 6 of Appendix 14.

# maintenance carried out by third parties

Any preconditions or limitations regarding transfer of maintenance to the Customer or a third party shall be stated in this Appendix.

*[Here, a description of those parts of the Deliverables which can be maintained by a third party is inserted. The description must describe the preconditions and limitations in detail and, for each of those parts of the Deliverables, include:*

* *A precise description of the Deliverables*
* *A description of any maintenance and development tools required to maintain the Deliverables*
* *A description of any manuals, etc., required to maintain the Deliverables. Price and time of delivery to be indicated*
* *Any reduction of the maintenance fee*
* *The notice to be given by the Customer prior to assuming the maintenance responsibility for the Deliverables*
* *Any consequences for the warranted service level goals for the remaining parts of the Deliverables*
* *Any other changes to the Contract, including Appendices]*

# partial termination of maintenance (basic services)

*[If the Customer is to be entitled to terminate maintenance for parts of the Deliverables, cf. clause 34.2 of the Contract, this must be described]*

Appendix 11

Service level goals

Guide:

*This Appendix is to be read in relation to the provisions of the Contract regarding service level goals, cf. clause 17 of the contract.*

*The provisions of the Contract regarding service level goals and this Appendix are based on the premise that the service level goals should take into account (1) the nature of the individual Fault, (2) the number of Faults, (3) reaction time, and (4) accessibility.*

*The model indicated in the Contract and the Appendix focuses not only on compliance with response times. The objective was, inter alia, to achieve a wider range of remedies of breach so as to allow more remedies of breach for substantial Faults and less remedies of breach for minor Faults, rather than treating all Faults equally.*

*The provisions of the Contract regarding service level goals and the Appendix do not, by contrast, opt for a distinction between Mandatory Requirements and Other Requirements with respect to service level goals. Non-compliance with service level goals with respect to Other Requirements thus gives rise to a penalty similar to that of non-compliance with service level goals with respect to Mandatory Requirements. Likewise, non-compliance of service level goals with respect to Other Requirements may ultimately constitute a ground for termination, cf. clause 26.1.1 of the Contract.*

*The service level goals indicate the level of quality of the Supplier's services under the Contract. It is important to be very careful when setting the service level goals so as to allow an adaptation with respect to the individual Deliverables to the extent possible.*

*The purpose of this Appendix is to align expectations for the service level goal to be achieved by the Deliverables in a given operational situation. In relation to the service level goals, the obligations of the Supplier if the Deliverables fail to comply with agreed requirements in a given operational situation must be specified.*

*The Appendix must unambiguously specify all substantial service level goals of significance to the Customer's use of the Deliverables. It is important that all service level goals be specified so as to allow a direct link between the service level and the end-user's perception of the Deliverables while in use. The service level goals specified must be unambiguous and measurable so as to avoid any doubt fin connection with the regular measurements of all agreed service level goals whether or not the service level goal in question is achieved.*

*For this to be possible, the IT configuration in the form of hardware and basic software used for the operation of the system must be agreed upon. The same is true for the maximum load that a specific Deliverables is subjected to. The load from another simultaneous use of the IT configuration must thus be specified.*

*The scalability of the Deliverables delivered must be specified so as to allow continuous compliance with the service level goals if the use of the Deliverables increases, provided that an agreed extension of the IT configuration used for the operation of the Deliverables is implemented.*

*The service level goals must be specified in the form of response time requirements, reaction time and accessibility.*

Response times

*Response time requirements are expressed by way of a combination of response time quantiles which are the minimum requirements that the response time must meet in specified time intervals. Different response time requirements for different types of transactions, depending on the complexity of the transaction, may be agreed upon.*

An example of response time requirements:

* *Within any given half-hour interval, the response time must be kept within the following limits:*
  + *99.5 % of the response times must be less than 20 seconds.*
  + *98 % of the response times must be less than 8 seconds.*
  + *95 % of the response times must be less than 5 seconds.*
  + *The average response time must be less than 3 seconds.*

*It is important that the response time is measured as perceived by the end-user, i.e. as it is perceived at work. If the Project describes functional requirements in Use Cases or User Stories, it may be useful to link the response times to such Use Cases or User Stories. As the response time is the end-user's perception of the response time, automatic measurements of response times as perceived at the work stations must be carried out on an ongoing basis in order to ensure that the measured response times are representative of a given period of time. The method of measurement of the response times and the maximum total load of the IT configuration used by the system in the operational situation must be agreed and specified in the Appendix as a precondition for compliance with response times.*

Classification of Faults

*Non-compliance with response times are classified in different categories (Fault category I, Fault category II, etc.) depending on the degree of non-compliance with maximum response time specified in the Appendix.*

*The Supplier's reaction time for Faults within the categories set out in the Appendix must be established. Non-compliance with reaction times is similarly classified in different categories (Fault category I, Fault category II, etc.) depending on the deadline fixed for commencement of corrective action.*

*Non-compliance with response times and reaction time is thus sanctioned in relation to the nature of the Fault, the degree of non-compliance, and the extent of non-compliance during a calendar month.*

Principles of measurement of service level goals

*All measurement methods must be agreed between the Customer and the Supplier. The preconditions for service level goals in relation to IT configuration and load must also be specified.*

*All measurements must to the extent possible be integrated into the Customer's normal system management tools and operational routines so as to avoid individual Customer measurement methods and routines for different systems.*

*As the service level goals must be complied with in a normal operational situation, the Customer must describe the operational situation of the Deliverables. If the service level goals must also be complied with in certain critical situations, the Customer must specify the requirements in this respect in the Appendix.*

*The Appendix must allow the result of a user satisfaction survey to be included as a service level goal. If the user satisfaction survey is included as a service level goal, any sanction for non-compliance must be described. Alternatively, or additionally, the result of the user satisfaction survey may be included as part of an incentive programme, cf. Appendix 15.*

*The Appendix also contains a description of requirements for reporting of Fault correction. The Supplier may respond to the Fault reporting requirements in a separate appendix.*

*The Contract refers to Appendix 11, Service level goals, in the following clauses:*

* *Clause 15.2 (Maintenance plan)*
* *Clause 15.3 (Performance)*
* *Clause 17.1 (General)*
* *Clause 17.2 (Failure to achieve service level goals)*
* *Clause 23.9 (Warranted service level goals)*
* *Clause 25.3.2 (Penalty for failure to meet service level goals)*
* *Clause 26.1 (Conditions for termination)*
* *Clause 34.2 (Maintenance and support)*

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# INTRODUCTION

*In the following, the guide for completion of the Appendix is shown in [italics].*

The service level goals comprise all parts of the Deliverables unless otherwise specified in this Appendix.

The agreed service level goals are determined individually and adapted to the specific conditions.

The agreed response times are determined in relation to the normal operating situation of the Deliverables, as described in clause 2.

# Normal operating situation

*[Here, a description is inserted of what is understood specifically for the Customer in question by a normal operating situation. The description must agree with the Customer's Statement of Needs so as to avoid a parallel "concept" which may give rise to interpretation.*

*In case of a requirement to the effect that the system must also comply with service level goals in specific, isolated, critical situations, this must be indicated.]*

# response times

## 3.1 Response time requirements

1. The response times for all parts of the Deliverables shall meet the following requirements:

| Transaction | Description/preconditions, if any | Service level goals for rate of compliance in % | Service level goals for maximum response time in seconds |
| --- | --- | --- | --- |
| Simple | […] | […] | […] |
| Ordinary | […] | […] | […] |
| Complex | […] | […] | […] |
| [More specific transaction, if relevant] | […] | […] | […] |
| […] | […] | […] | […] |

## 3.2 Classification of non-compliance with response times

1. Non-compliance with response times can be classified into one of the following categories:

* Fault category I
* Fault category II
* Fault category III
* Fault category IV
* Fault category V

1. Whether non-compliance of a specified response time is fault category I, II, III, IV or V depends on the rate of non-compliance with the maximum response time specified in section 3.1, cf. K-4 and K-5.
2. Non-compliance with response times is classified into one of the following Fault categories:

| Fault category | Description |
| --- | --- |
| I | Exceedance of the maximum response time within the specified rate of compliance by more than […] % |
| II | Exceedance of the maximum response time within the specified rate of compliance by more than […] % |
| III | Exceedance of the maximum response time within the specified rate of compliance by more than […] % |
| IV | Exceedance of the maximum response time within the specified rate of compliance by more than […] % |
| V | Exceedance of the maximum response time within the specified rate of compliance by more than […] % |

## 3.3 Penalty

1. Each Fault category has a weighted value:

* Fault category I - Exceedance of the maximum response time comprised by Fault category I has a weighted value of *[…]* points.
* Fault category II - Exceedance of the maximum response time comprised by Fault category II has a weighted value of *[…]* points.
* Fault category III - Exceedance of the maximum response time comprised by Fault category III has a weighted value of *[…]* points.
* Fault category IV - Exceedance of the maximum response time comprised by Fault category IV has a weighted value of *[…]* points.
* Fault category V - Exceedance of the maximum response time comprised by Fault category V has a weighted value of *[…]* points.

1. Exceedance of maximum response times shall be calculated for each calendar month by adding the total amount of points for each Fault category in the month in question.

1. If the total amount exceeds *[…]* points, this shall be sanctioned by a penalty.
2. The penalty shall be *[…]* % of the maintenance fee for the month in question for each point by which the total sum specified in K-7 is exceeded.

## 3.4 Measurement of response times

1. The response times shall be measured with tools provided by the Supplier.

1. For establishment of whether a given response time complies with the agreed service level goal with respect to compliance rate, at least *[…]* measurements of the response time for the said transaction shall be made. The compliance rate shall be calculated as the proportion of the response time measurements for a specific transaction which meets the response time set for calculation of the compliance rate.
2. Any failure to meet a maximum response time by more than *[…]* % or failure to achieve a compliance rate of more than *[…]* percentage points shall imply that the Deliverables are deemed to be inaccessible from the time when such failure is reported to the Supplier in writing and until the failure has been remedied, cf. in more detail clause 5. If, at the same time, a maximum response time is exceeded or the compliance rate for several transactions has not been achieved, this shall only constitute an exceedance.

# reaction time

## 4.1 Reaction time requirements

1. After receiving the Customer's adequate complaint, the Supplier shall commence remedying Faults within the following deadlines:

| Fault interruption | Description | Example | | Deadline for commencement of corrective action |
| --- | --- | --- | --- | --- |
| A | A Fault which is critical to the performance of the tasks assigned by the Customer and where no reasonable workaround is possible. | […] | | […] |
| B | A Fault which is critical to the performance of the tasks assigned by the Customer, but where a reasonable workaround is possible on the instructions of the Supplier. | […] | | […] |
| C | A Fault which is critical to the performance of the tasks assigned by the Customer and where a reasonable workaround is not possible. | […] | | […] |
| D | A fault which is not critical to the performance of the tasks assigned by the Customer and where a reasonable workaround on the instructions of the Supplier is possible. | […] | […] | |
| E | A Fault which has no or only insignificant impact on the performance of the tasks assigned by the Customer. | […] | […] | |

1. The Customer's complaint shall include the information set out in K-33a) - d) in order to be adequate.
2. The Supplier shall inform the Customer when the Supplier commences corrective action.
3. The reaction time shall be the interval between the Supplier's receipt of the Customer's adequate complaint and the Customer's receipt of the Supplier's notice that corrective action has been commenced.

## 4.2 Classification of non-compliance of agreed reaction time

1. Failure to comply with an agreed 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

1. Whether failure to comply with an agreed reaction time is Fault category I, II, III, IV or V, depends on the exceedance of the reaction time specified in clause 4.1 for the various Faults, cf. K-18.
2. Failure to comply with a reaction time shall be classified into one of the following Fault categories:

| Fault category | Description |
| --- | --- |
| I | Exceedance of the deadline set for commencement of remedy of a Fault by more than […] % |
| II | Exceedance of the deadline set for commencement of remedy of a Fault by more than […] % |
| III | Exceedance of the deadline set for commencement of remedy of a Fault by more than […] % |
| IV | Exceedance of the deadline set for commencement of remedy of a Fault by more than […] % |
| V | Exceedance of the deadline set for commencement of remedy of a Fault by more than […] % |

## 4.3 Penalty

1. Each Fault category has a weighted value:

* Fault category I - Exceedance of a specified response time comprised by Fault category I has a weighted value of *[…]* points.
* Fault category II - Exceedance of a specified response time comprised by Fault category II has a weighted value of *[…]* points.
* Fault category III - Exceedance of a specified response time comprised by Fault category III has a weighted value of *[…]* points.
* Fault category IV - Exceedance of a specified response time comprised by Fault category IV has a weighted value of *[…]* points.
* Fault category V - Exceedance of a specified response time comprised by Fault category V has a weighted value of *[…]* points.

1. Exceeance of a specified response time shall be calculated for each calendar month by adding the total amount of points for each Fault category in the month in question.
2. If the total amount exceeds *[…]* points, this shall be sanctioned by a penalty.
3. The penalty shall be *[…]* % of the maintenance fee for the month in question for each point by which the total sum specified in K-21 is exceeded.

# accessibility

## 5.1 Calculation of accessibility

1. Accessibility shall be measured for the Deliverables as a whole, and the rate of efficiency of operations shall be calculated as follows:

Accessible operation time x 100 %

Agreed operation time

1. "Accessible operation time" shall mean the agreed operation time minus the time during which the Deliverables or part(s) thereof is/are inaccessible due to a Fault interruption in category A, category B, or category C, cf. clause 4.1 above. Failure to comply with response times giving rise to a penalty shall not be included in the calculation of accessible operation time.
2. If faultless operation is not possible due to an operating obstacle for which the Customer is responsible, e.g. Faults in the Customer's existing IT environment or external interruptions (power failure, public data network failure, etc.), this shall not be subtracted from the accessible operation time. Operational interruptions shall be calculated from the time when the Supplier has received an adequate Fault report from the Customer and until operation has been restored.
3. Time consumed on preventive maintenance, if any, shall neither be included in "accessible operation time" nor in "agreed operation time". If the Supplier spends more time on preventive maintenance than agreed, the excess time spent, however, shall be subtracted from the "accessible operation time".
4. Efficiency of operations shall be measured and calculated for one month at a time ("measurement period"), the first measurement period starting on the Acceptance Date. [*To be adapted to Partial Deliveries, if relevant*].
5. The Customer shall ensure that an account of operation times is kept, unless the Supplier is in charge of operations.

## 5.2 Agreed operating time

1. The "agreed operating time" shall be from *[…]* to *[…]* on all Working Days, regardless of whether the Customer is entitled to use the Deliverables at all hours. [*To be adapted to Partial Deliveries, if relevant*].

## 5.3 Penalty

1. If the calculation of the efficiency of operations for a given period of time is below the agreed figure, the Customer shall be entitled to a penalty. This penalty shall be calculated for each full percentage point or part of a percentage point by which the accessibility in a measurement period is below the agreed efficiency of operations.
2. For each full percentage point or part of a percentage point by which the calculated efficiency of operations is below the agreed efficiency of operations, the penalty shall amount to [10] % of the total maintenance fee, cf. Appendix 14, however not less than DKK *[…]* for the period in question.
3. If the same situation gives rise to a penalty for non-compliance with the agreed efficiency of operations as well as a daily penalty for late completion of the operations test, the Customer shall only be credited for the larger of the two amounts. [*To be adpated to Partial Deliveries, if relevant*].

# [user satisfaction]

*[…]*

# reporting regarding fault correction

*[Here, a description of reporting regarding Fault correction is inserted on the basis of the Customer's requirements.*

*If more practical, the description may be attached as an annex to the Appendix.]*

1. A Fault report shall be completed for each service call. The form of the Fault report shall be agreed between the Parties and shall, as a minimum, provide space for the following information:

a) The Customer's description of the Fault at the time of the call

b) Description of the fundamental functionality/functionalities affected by the Fault

c) The Fault category

d) Time of reporting

e) Time of bypassing the Fault, if relevant

f) Time of temporary remedy of the Fault, if relevant

g) Time of Fault correction

h) The Supplier's correction time

i) The Supplier's supplementary Fault description, if any

1. The Fault report shall be completed by the Supplier on an ongoing basis as the information to be entered becomes known, and it shall be sent/delivered to the Customer without undue delay.
2. The Customer shall approve the information entered in the Fault report, excluding the Supplier's supplementary Fault description, if any. The Customer shall approve the Fault report without undue delay. The Customer's failure to approve shall not entitle the Supplier to stop or postpone the correction of the Fault.
3. Unless they can be solved beforehand, any disagreements concerning the Fault report shall be considered at the first maintenance meeting thereafter. If no agreement can be reached at the maintenance meeting, the disagreement shall be considered in accordance with clause 37.2 of the Contract.

Appendix 12

Operation

Guide:

*If the Operation is to be undertaken or offered as an Option by the Supplier, the services and the terms in this respect must be specified in this Appendix. This is done by attaching as Appendix 12 an operations contract between the Supplier and the Customer (including any sub-appendices to the operations contract). In this connection, the Customer must make sure that such an operations contract is self-sufficient. Hence, the operations contract must - in addition to operations-specific issues in relation to a specification of the services, etc., - settle issues such as cancellation, termination, etc. in relation to the Operation. If, on the other hand, the Operation is to be undertaken by a third party, the Appendix must contain the information required for that purpose.*

*If an operations contract is entered into, the Customer must specify the requirements for the Supplier's, including the Supplier's third party's, Operation of the Deliverables.*

*In order to be able to stipulate the necessary requirements for the operation, the Customer must analyse and specify its requirements, including the Customer's requirements in relation to operations in general and in relation to the specific system.*

*It is important that the requirements to the operational services contribute to ensuring transparency in the services offered. The description of the services should thus be clear and detailed and mutually separated. This contributes to ensuring comparability between the services offered.*

*The following issues must in particular be included in the Customer's analysis and specification of the requirements for the Operation - but not all issues will necessarily have to be included in all operations agreements, either because they are not relevant to the project in question or because the requirements are mutually irreconcilable for the intended purpose.*

*The Supplier's main services:*

* *The Customer must define and establish the operational services required by the Customer. The Services may, for example, be divided into Operation of application and platform, including the Supplier's maintenance of the platform, and any further development services.*
* *These overall classifications of services in the operational phase should be further specified and identified as to the contents of the services.*
* *The Customer must identify the parts of the system for which the services are to be supplied, including, for example, what is understood by infrastructure, platform, and application, and the nature of the relevant operational environment and the various environments embedded therein, e.g. development environment, testing environment, and production environment.*
* *The Customer must describe capacity parameters and prerequisites:*
  + *The Customer must define the technology(ies) (e.g. midrange, mainframe, or cloud technologies) and the unit(s) for which capacity is procured. Suppliers do not necessarily use the same technologies or units to measure capacity.*
  + *In view of the Customer's requirements for a working way of up- and downscaling the system capacity, it will often be expedient to define a number of stages to be priced by the Supplier.*
  + *In each capacity stage, several capacity parameters will be included, and the Customer must define the stages in order to allow a comparison of the services. It is not assumed that all parameters are to be upgraded for each stage, as the Customer's definition of the stages should reflect the expected development of the system's capacity requirements on the basis of the parameters selected.*
* *In Appendix 11, the Customer must describe the service level goal requirements in relation to operations, including:* 
  + *Define clear service level goals against which the quality of the Supplier's services are to be measured.*
  + *Define different service level goals adjusted to any varying requirements in the environments at issue.*
  + *Establish specific measuring parameters, including e.g. response times, accessibility, downtime, etc., monitoring thereof and reporting of results. In this connection, the Customer must be aware that the measurement tools and processes used can vary significantly from supplier to supplier and, therefore, the Customer must be careful not to make the requirements in this respect too specific.*

*The Supplier's "cross-cutting services":*

* *Certain services "cut across" the main services of the operational phase and, for example, are of a descriptive, informative or supportive nature in relation to the main services of the operational phase. The specification of requirements must - if relevant - be based on the requirements for the cross-cutting services which pursue from the Contract regarding the actual development. Specific provisions for the regulation of such services may therefore be necessary.*
* *For each of these services, the following should be described:* 
  + *The qualitative content of the service.*
  + *How the service is to be supplied (e.g. the format in which the documentation is to be supplied)*
  + *How the service is to be paid,*
  + *Whether the service is considered to be an integral part of e.g. the operational service or the application administration service, or supplied and paid separately by e.g. a fixed fee or according to time spent.*
* *Examples of cross-cutting services are:*
  + *Documentation*
  + *Monitoring and reporting*
  + *Change management*
  + *Testing*
  + *Cooperation organisation and the Customer's participation, including the specification of requirements for:*
    - *The fora to be established.*
    - *The decision-making power of such fora.*
    - *The composition and managerial basis of the fora in question.*
    - *Efficient steering mechanisms (e.g. processes, escalation).*
    - *Frequency of meetings.*
    - *Responsibility for practical matters, including notices convening meetings, agenda, minutes, etc.*

*Charges:*

* *Charges for the operational services are to be stated in clause 4 of Appendix 14.*
* *Requirements for a charging model for the operational services should be established, where the charges for the services are differentiated depending on whether the Supplier's costs are affected by the Customer's actual use of the services and any service level selected, or whether the Supplier's costs of providing a certain service are static, e.g. due to the need for a permanent standby service.*
* *It should be decided whether and on which terms the Supplier's fee is to be indexed and/or adjusted on the basis of changes in levies and duties during the term of the contract.*
* *The Customer may furthermore require an adjustment of the Supplier's current charges according to the development in the market for services of the same nature and scope. The Customer can choose various models in this respect, e.g. efficiency models and benchmarking models. The main thing is that the model and the procedure for its use are adequately described, including requirements regarding:*
  + *When the Customer is entitled to make the adjustment.*
  + *The services comprised by the adjustment.*
  + *The limits for the adjustment of the charges.*
  + *The benchmark to be used, including how such benchmark is established.*
  + *The appointment of any third parties to perform the comparison.*

*Terms of payment:*

* *The general rule according to the Contract is that operational services are to be invoiced monthly in arrears, cf. clause 4 of Appendix 14. The terms should be aligned with the following:*
  + *That the payment is payment for ongoing services over a long period*
  + *The administrative resources available to the Customer with respect to payment.*
* *An automatic set-off of any penalty accrued may be considered against the Supplier's current charges.*

*General contractual provisions:*

* *Rights*
  + *Definition and establishment of the license basis for the operations*
    - *Which parameters are price-driving for the relevant licenses?*
    - *Does the Customer provide any licenses?*
* *Regulation of damages and penalty, including decisions with respect to* 
  + *The risk profile of the operational services (and not based on the risk profile of a development contract).*
  + *The Customer's requirements in relation to operation.*
* *Termination*
  + *The Supplier's investments in data centre equipment, etc., for performance of its service obligations entail that any right of termination granted to the Customer can generate higher prices.*
  + *The right of termination should therefore reflect the Customer's wish to be able to terminate the operation during the term of the Contract in cases where material breach giving rise to cancellation has not occurred.*
  + *If a right of termination is required during the operational period such right should therefore be regulated with due regard to the operation and charges model set out in the contract.*

*If the Supplier is to undertake the Operation, the general rule according to the Contract is that Operation is to be undertaken for each Partial Delivery and from the Acceptance Date of a Partial Delivery.*

*If the Supplier is not to undertake the Operation, the Supplier must describe in the Appendix any specific requirements or specific preconditions for a third party to undertake the Operation. In this respect, the Supplier must describe in the Appendix any requirements for a third party's Operation of the Deliverables that are a precondition for the Supplier's achievement of the service level goals set out in Appendix 11.*

*If the Customer wishes to set requirements for the Supplier's preconditions for a third party's Operation of the Deliverables, the Customer must state this in the Appendix or in clause 16 of the Contract.*

*In the Contract, reference is made to Appendix 12, Operation, in the following clauses:*

*Clause 12.2.2 (Maintenance and Operation)*

*Clause 16 (Operation)*

*Clause 26.1 (Conditions for termination)*

*Clause 34.3 (Operation)*

Appendix 13

Obligations on termination

Guide:

*This Appendix contains a description of the obligations of the Supplier in connection with termination of the Contract in whole or in part. This Appendix applies irrespective of the cause of the termination. The purpose of the Appendix is to ensure a controlled and expedient retrieval and/or transfer of the services provided by the Supplier after termination of the Contract.*

*Termination of the Contract may be partial and thus affect development services, maintenance and support services, as well as - if the Supplier is to undertake the Operation - services concerning the Operation.*

*Until the Customer's retrieval and/or transfer to other suppliers or authorities has been carried out, the Supplier is to continue to deliver all services under the Contract on the terms and conditions stated in the Contract. Services not comprised by the termination must still be delivered on the terms and conditions stated in the Contract - even after the partial termination of the Contract.*

*The examples stated below regarding obligations on termination serve as a guideline only and must therefore be adjusted and supplemented in accordance with the Customer's needs and challenges in the individual Project.*

*In order to support the opportunity of a partial termination of the Contract, the Supplier's obligations should be specified to the extent possible so as to render it clear to the Parties how to act, also in the event of a partial termination of the Contract.*

*The Customer must state in the Appendix the Customer's requirements in respect of obligations on termination, and the Supplier must state how the Customer's requirements will be met. Hence, the Supplier is to describe the activities and processes the Supplier can offer with respect to retrieval or assignment of the system and the measures the Supplier will take with a view to ensuring that the necessary specifications, data, and Documentation, etc., are provided.*

*When preparing the Appendix, it is recommended that the Appendix be aligned with the provisions of the Contract concerning termination of the Contract so as to ensure that the Appendix contains a sufficient and adequate description of the Supplier's obligations on termination. The following clauses of the Contract regulate termination:*

* *Clause 26 (Termination by the Customer)*
* *Clause 27 (Breach by the Customer)*
* *Clause 31.1 (General)*
* *Clause 32.1 (General)*
* *Clause 34 (Duration)*

*In the Contract, reference is made to Appendix 13 in clause 35, Obligations on termination.*

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# INTRODUCTION

*In the following, the guide for the completion of the Appendix is shown in [italics].*

On termination of the Contract, the Supplier shall provide the services stated in the Contract, including reasonable and necessary assistance to the Customer in connection with the Customer's retrieval and/or transfer of the services to other suppliers or authorities, cf. clause 35 of the Contract. In this Appendix, "Third party" shall be used as a generic term for other suppliers or authorities to whom the Customer might transfer the Supplier's services under the Contract.

The obligations stated in this Appendix shall not be an exhaustive description of how the Supplier complies with the requirement set out in clause 35 of the Contract to assist the Customer to a reasonable and necessary extent.

Where a specification has not been provided in the Appendix as to when the Supplier's obligations on termination arise, this shall be at the time of notification of termination, notification of assignment of the Contract, cf. clause 33.1 of the Contract, or notice of withdrawal, respectively.

The Supplier's obligations on termination shall cease when the retrieval and/or transfer has been carried out, unless otherwise stated in this Appendix. The retrieval and/or transfer has been carried out when the Customer sends the Supplier a Notice thereof.

# the supplier's obligations on retrieval aND TRANSFER

1. The Supplier shall be responsible for the overall management of the activities and tasks that are necessary and appropriate for the retrieval and/or transfer.
2. The Supplier shall advise the Customer on the activities and tasks that are necessary and appropriate for the retrieval and/or transfer.
3. Unless otherwise agreed, the Supplier shall take the initiative with respect to the activities and tasks that are necessary and appropriate for the retrieval and/or transfer.
4. Retrieval or transfer shall be carried out so as to avoid interruptions and deterioration of the Supplier's services under the Contract to the extent possible.
5. The Supplier and the Customer shall each appoint a termination manager. The Supplier's termination manager shall ensure that the Supplier and the Supplier's personnel and subcontractors comply with the terms of this Appendix. All Notices regarding the execution of the Supplier's obligations under clause 35 of the Contract and this Appendix shall be between the termination managers of the Supplier and the Customer.
6. The Supplier shall make the relevant and necessary resources available to the Customer in connection with the Customer's retrieval and/or transfer of the service(s) under the Contract.
7. The Supplier shall organise workshops with the Customer and/or a Third Party for transfer of knowledge.
8. The Supplier shall cooperate with a Third Party, if any, to the extent necessary to ensure an expedient transfer.
9. At a notice of […], the Supplier shall compile and provide all Documentation to the Customer to which the Customer is entitled under the Contract.
10. At a notice of […], the Supplier shall submit specifications to the Customer regarding all Software, hardware, applications, etc., applied.
11. The Supplier shall loyally assist the Customer in the Customer's retrieval and/or transfer of development and test environments, cf. clause 5.1.3 of the Contract. In this respect the Supplier shall advise the Customer and/or a Third Party of any requirements to the Customer's/the Third Party's IT environment if the Customer's retrieval and/or transfer of the development and test environments is conditional upon the fulfilment thereof.
12. The Supplier shall assist the Customer in connection with the Customer's and/or a Third Party's loading, testing, and implementation of the environments.

K-11 *and K-12 are only relevant if the development and/or test environments are not established within the organisation of the Customer.*

## 2.1 Termination of development services

1. The Supplier shall prepare a list of ongoing development activities and make proposals with respect to their transfer or completion.
2. The Supplier shall prepare a list containing all Faults which have not yet been remedied and for which a specific deadline for remedy has been agreed, cf. the 8th paragraph of clause 7.2.1 of the Contract.

## 2.2 Termination of maintenance and support services

1. The Supplier shall draw up a list containing all Faults which have not yet been remedied and which are to be remedied in accordance with the deadlines set out in the maintenance schedule, cf. the 8th paragraph of clause 7.2.1 of the Contract.
2. The Supplier shall provide support to the Customer or a Third Party at the Customer's discretion for a period of […] after the retrieval/transfer has been carried out.

## 2.3 Termination of services concerning the Operation

1. The Supplier shall loyally assist in the retrieval and/or transfer of the system to another operational environment installed at the Customer or at a Third Party at the Customer's discretion.

# the customer's participation

*[Here, the Supplier's requirements, if any, to the Customer's participation in connection with retrieval and/or transfer is inserted].*

# drafting of a plan for retrieval and/or transfer (a termination plan)

*The Agile Method entails that the Customer can withdraw from the Contract if the Customer does not receive value for money. With a view to giving effect to this right of withdrawal it may be considered to impose on the Supplier, in connection with the clarification and planning phase, an obligation to draw up a plan for retrieval and/or transfer (a Termination Plan). If so, provisions regarding the Supplier's continuous updating of this Termination Plan should be made. Updating may take place, for example, in connection with the completion of a Partial Delivery so that the Termination Plan is approved as part of the acceptance test. Alternatively, requirements may be made to the effect that the Supplier must draw up the plan after the Customer's notice to this effect.*

*It may be considered whether a separate Termination Plan should be drafted with respect to maintenance, support, and Operation, respectively.*

1. The Supplier shall draw up a Termination Plan which establishes the activities and processes to be implemented for retrieval/transfer.
2. The Supplier's Termination Plan shall at least include the following:

*Below is set out the contents required for the Termination Plan. This may pertain to issues such as:*

* 1. *A description of the process of transfer of the Supplier's services to the Customer and/or a Third Party, including transfer of Documentation and data.*
  2. *A description of the process of segregation and separation of the Customer's system, equipment, etc., from the Supplier's system, equipment, etc..*
  3. *An account of the extent of the Supplier's services on termination, including an estimate of the costs involved.*
  4. *A time schedule for the performance of the Supplier's services on termination.*

# duty to loyally assist the customer in connection with a possible re-tender of the services covered by the contract

1. The Supplier shall make the relevant and necessary resources available to the Customer in connection with the re-tender.
2. At a notice of […], the Supplier shall compile and provide all Documentation required to establish, operate, maintain, and support the system to the Customer for use in connection with the Customer's re-tender of the terminated services. The Customer shall be entitled to make such Documentation available to potential tenderers.
3. The Supplier shall give potential tenderers access to review technical issues of relevance to their submission of tender.

# other obligations

*Other obligations may include, for example, certain requirements or wishes on the part of the Customer for a closer description of the activities and processes applied by the Supplier in connection with the Supplier's re-establishment of the conditions relating to any previous Partial Deliveries not comprised by a termination, cf. the 6th paragraph of clause 26.2.1 of the Contract.*

# return of the customer's material, equipment, hardware, etc.

1. The Supplier shall return all material, equipment, hardware, etc., belonging to the Customer, including all data and IT environments belonging to the Customer.
2. The Supplier shall draw up specifications for the material surrendered.
3. The Supplier shall uninstall and irrevocably delete all data belonging to the Customer from the Supplier's computers, servers, and other storage units, etc.
4. The Supplier shall supply the Customer with written confirmation that all material, equipment, hardware, etc., belonging to the Customer have been returned, uninstalled, and irrevocably deleted.

The Supplier shall have no right of retention of the Customer's material, equipment, hardware, etc., irrespective of the cause of the termination of the Contract.

On termination of the Contract, all licenses, authorisations, etc., granted by the Customer to the Supplier in relation to the services covered by the Contract shall automatically expire, unless otherwise agreed.

# fee

The Supplier shall be entitled to a fee for assistance rendered under the provisions of Appendix 14, unless the termination of the Contract is due to breach on the part of the Supplier, cf. clause 35 of the Contract. If the Supplier is entitled to a fee in connection with the Supplier's withdrawal, this shall be stated in Appendix 14.

Appendix 14

Charges, payment schedule and other prices

Guide:

*This Appendix specifies the charges related to the Deliverables and a payment schedule for these charges. Furthermore, the prices for the Supplier's other services under the Contract are stated.*

*The charges related to the Deliverables are specified in clause 2. The other charges stated in the Appendix are not comprised by the charges related to the Deliverables.*

*The charges related to the Deliverables are relevant to the calculation of any penalty, damages, and settlement of disputes. It should be noted that a calculation of the charges related to the Deliverables which is to be used for the calculation of penalty and maximum damages and assessment of which dispute settlement provision to apply includes any current payments for use of Standard Software for four years from the Acceptance date. Maintenance and Operation, if relevant, are not included in the definition of the Deliverables, cf. clause 1 of the Contract, and charges for any such services are therefore not included in the charges related to the Deliverables.*

*The requirements for completing the Appendix appear from the Appendix. For the preparation of the Appendix it is recommended to compare it with the relevant provisions of the Contract to make sure that the Appendix contains prices for all the services required. Furthermore, it must be ensured that the Appendix supports any incentive structure contained in Appendix 15.*

*If the Supplier is to offer operational services, charges for operational services must be stated in the Appendix.*

Charging model

*The Appendix does not define any specific charging model to be applied. Hence, it is for the Customer with the contribution, where appropriate, of the Supplier in connection with the submission of tender to establish a charging model suited for the individual Project. In this connection, the Customer should note that all charging models have inherent strengths and weaknesses and that such strengths and weaknesses should be weighed against the Project's specific challenges and risks.*

*In general, the challenge of a K03 charging model is to give the Supplier an incentive to fulfil as many as possible of the Customer's Other Requirements so that the Customer achieves the greatest possible value for money. This is due to the fact that the Mandatory Requirements constitute the minimum delivery; the Supplier is not obliged to deliver the Other Requirements. In other words, it should be considered to draw up a charging model which renders the Contract economically unfavourable to the Supplier if only Mandatory Requirements are fulfilled.*

The basis for the Contract of relevance to the charging model

*When establishing a charging model it is important that the Customer count in the incorporated assumptions of the Contract. A K03 charging model is thus subject to the following general principles:*

* *The budget of the Project is as a general rule fixed. The flexibility of the Project is thus in the prioritisation and, hence, the fulfilment of Other Requirements. It follows from the basic premise of the Agile Method that a Project will not be delayed and, therefore, it would be contrary to the underlying premise of the Contract to use a charging model in which the fixed charges may be exceeded.*
* *The Supplier's total charges under the Contract consist of a number of different payment triggering components which cannot (or only with difficulty) be incorporated in a comprehensive charging model. Hence, the charging model will often be limited to concern only the actual charges related to the Deliverables, cf. clause 2 of this Appendix.*

The framework of the charges

*When establishing the charging model, the Customer must make an overall decision as to the framework of the charging model. Such framework is typically based on:*

1. *a fixed price where the charges are determined in advance and paid regardless of the service rendered and/or the result achieved, or*
2. *a maximum price/target price where the "cap" or "the framework" of the charges is determined in advance, but where the charges depend on the service rendered and/or the result achieved.*

The payment triggering components of the charging model

*As mentioned above under "The charging model", the charging model will often be limited to concern only the actual charges related to the Deliverables, cf. clause 2 of the Appendix. The actual charges related to the Deliverables, however, also consist of a number of different payment triggering components. For example, the form and calculation of the charges regarding hardware and equipment will be different from the form and calculation of the charges regarding the Supplier's development work. It may thus be relevant to differentiate within the charging model also, so that within the framework of the charging model, see above "The Framework of the charges", different forms of remuneration are used, see below "The form of remuneration". In addition, differentiation may also be made with respect to the calculation of the charges in relation to the individual payment triggering components of the charges related to the Deliverables, see below "The making up of the charges".*

The form of remuneration

*The current payment to the Supplier in the course of the Project may be in the form of, e.g.:*

1. *Fixed rates of payment, the size of which is fixed in advance*
2. *Payment of hours consumed (cost-based settlement)*
3. *Payment of functionality delivered measured by the number of lines of code or so-called function points ("output"-based settlement)*

*Hence, fixed rates of payment for the Supplier's delivery of hardware and other equipment as well as Standard Software will often be used, whereas it may be expedient to calculate the Supplier's remuneration for development services according to the hours consumed or the functionality delivered.*

The making up of the charges

*For each form of remuneration used, see above "The form of remuneration", it must be specified when and how the amount for payment is to be made up. If the cost-based model is used (hours consumed) it must be determined when the hours consumed are to be made up, including the requirements for the Supplier's preparation and documentation of the personnel's account of hours. For the "output"-based charging model, it must be established how the functionality delivered is measured and valued.*

*The Customer must be aware that the actual making up of the payment may be resource-intensive for the Supplier and thereby cost-generating for the Customer. This is particularly relevant for the "output"-based charging model, as a counting of the lines of code and/or the number of function points will have to be made.*

The calculation of the charges

*The Supplier's current charges are calculated within the framework mentioned above in relation to the price fixed or the maximum/target price fixed. As mentioned, it will often be relevant to break down the charging model into the individual partial payments. For example, it might be determined that the individual partial payments may be exceeded by a given amount as long as the total payment for the Project stays within the framework.*

*Furthermore, it might be determined that the charges are calculated in relation to the quality of the delivery. This may be relevant where the Customer has determined that testing of the system's technical quality, cf. Appendix 6, is to be carried out as part of the Agile Demonstrations.*

Risk premium

*Depending on the individual Project and the charging model selected, the Customer may choose to supplement the charging model with a risk premium where the Supplier prices the risks identified in the risk log. Such premium may be particularly relevant if the charging model is drawn up within the target price framework.*

Payment schedule

*In addition to describing the calculation of the charges payable for the services provided by the Supplier, the Appendix must contain a payment schedule for the charges related to the Deliverables, stating when these charges are payable by the Customer. The payment dates should be linked to the completion of certain activities that are objectively ascertainable, e.g. passed acceptance tests, operational tests, or Agile Demonstrations. It is important that the activities in the payment schedule are perfectly aligned with the Time Schedule. In order to minimise the risk of misunderstandings, it might be considered in this connection to assign activity numbers to the activities.*

*When drawing up the payment schedule, the rules governing the appropriation of funds laid down by the Danish State must be observed, according to which any significant time lags between the implementation of expenditure and the time of delivery of a service should be avoided. If it is deemed appropriate in the relevant Project to organise payments so as to make an advance payment, the Customer must either obtain separate authority in this respect or an on-demand guarantee from a duly accredited financial institution. If payments are organised so as to become payable before an acceptance test for a Partial Delivery, this will constitute advance payment requiring the placing of a guarantee.*

*The Contract refers to Appendix 14, Charges, payment schedule, and other prices, in the following clauses:*

* *Clause 5.1.2 (Overall fee and time consumption estimates)*
* *Clause 5.2.1 (Development in Iterations)*
* *Clause 6.3.3.1 (The Customer's request for Actual Changes)*
* *Clause 9.2 (The Customer's insight)*
* *Clause 12.2.4 (Right of deferral)*
* *Clause 13.1 (Deployment)*
* *Clause 15.1 (General)*
* *Clause 15.3 (Performance)*
* *Clause 20 (Charges)*
* *Clause 22.1 (General)*
* *Clause 22.2 (Invoicing)*
* *Clause 23.4 (Estimates)*
* *Clause 26.2.2.1(Interdependency)*
* *Clause 31.1 (General)*
* *Clause 31.3.1.1 (Changes)*
* *Clause 34.1 (The Customer's right of withdrawal)*
* *Clause 34.2 (Maintenance and support)*
* *Clause 35 (Obligations on termination)*

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# INTRODUCTION

*In the following, the guide for completion of the Appendix is shown in [italics].*

Appendix 14 contains a detailed specification of the charges related to the Deliverables, other charges, and a payment schedule.

# specification of charges related to the deliverables

*[When drafting the Appendix, the Customer is to choose the charging model to apply to the Project in question.*

*Here, a specification of the charges related to the Deliverables including a charging model is inserted on the basis of the Customer's requirements.*

*If more practical, the specification may be attached as an annex to the Appendix.]*

1. The total charges related to the Deliverables shall be stated and broken down to match the division of the delivery of the Deliverables into phases, cf. Appendix 3.
2. The charges related to the Deliverables shall be broken down by the following items for the individual Partial Deliveries:

* Purchase of equipment, cf. K-3 and K-4
* Charges in relation to Software except for current payments of Standard Software, cf. K-5 and K-6
* Preparation of Documentation
* Preparation and execution of tests
* [*State any other items by which the charges should be broken down, e.g. establishment of development environments, testing environments, and operational environments, participation in steering group meetings, etc.*]

1. The specification of equipment shall be broken down *[Here, an explanation of what the specification must be broken down by is inserted]*
2. For each equipment unit, reference shall be made to the specification in Appendix 3.b.
3. The specification of Standard Software shall be broken down *[Here, an explanation of what the specification must be broken down by is inserted. With respect to Standard Software for which current payments have been agreed, this is dealt with in clause 7]*.
4. For each Standard Software item, reference shall be made to the specification in Appendix 3.b and to the licence, cf. Appendix 16.
5. Any discounts shall be clearly stated.

## Specification of charges related to instruction in the Agile Method applied

*[Here, a specification of charges related to instruction in the Agile Method applied, cf. clause 9.2 of the Contract, is inserted]*

# charges related to maintenance and support

Charges related to maintenance and support shall be payable from Deployment.

The Supplier shall not be entitled to a separate fee for correction of Faults stated in the Fault List, cf. clause 7.2.1 of the Contract.

*[Here, the specification of the monthly maintenance fee is inserted].*

The Customer has the following requirements:

1. The monthly basic fee for maintenance after Deployment shall be broken down to match the Customer's Deployment of a Partial Delivery or a Separate Task.
2. Any discounts during the warranty period shall be clearly stated.

Maintenance and support shall be invoiced monthly in arrears before the 5th of the following month. Maintenance and support shall be invoiced separately. The invoices shall be specified so as to allow the Customer to identify the specified components of the total maintenance and support charges as set out in this clause 3 with sub-clauses.

## Fault correction

The Supplier shall be entitled to a separate fee for additional work related to the correction of Faults which could have been corrected by installing a new Version or Release if the Customer declines such installation.

If the Customer's rejection of a Version/Release is due to the installation causing significant extraordinary costs or inconvenience to the Customer, the Supplier shall not be entitled to a separate fee.

## Fault reporting

If the Customer incorrectly reports an issue as a Fault and it subsequently turns out that the Customer's reporting was due to lack of training, incorrect use or other circumstances not attributable to the Supplier, the Supplier shall be entitled to a separate fee for handling the Customer's request.

Furthermore, if the Customer classifies a Fault incorrectly and it subsequently turns out that the Fault should have been classified as stated by the Supplier, the Supplier shall be entitled to a separate fee for handling the Customer's request.

The separate fee shall be payable on the basis of actual time consumed, calculated at the hourly rates specified in clause 6.

# charges related to operation

Where the Supplier is to undertake Operation, cf. clause 16 of the Contract, monthly charges covering all services rendered relating to Operation shall be payable.

The charges relating to Operation shall be payable from the time of Deployment, provided that the Supplier is to undertake the Operation, and shall be adjusted pursuant to the guidelines set out in this clause.

*[Here, the specification of the monthly charges relating to Operation is inserted]*

The Customer has the following requirements:

1. The monthly charges relating to Operation after Deployment shall be broken down to match the Customer's Deployment of a Partial Delivery or a Separate Task.

*[Here, the guidelines for adjustment of the charges relating to Operation are inserted]*

Operation shall be invoiced monthly in arrears before the 5th of the following month. Operation shall be invoiced separately. The invoices shall be specified so as to allow the Customer to identify the specified components of the total Operation charges as set out in this clause 4.

# [Charges related to options] [where options are offered]

*[Here, a specification of the charges related to Options which the Customer may order is inserted.*

*[If more practical, the specification may be attached as an annex to the Appendix.]*

The Customer has the following requirements for the Option regarding *[…]*:

1. The total charges for the Option regarding *[…]*
2. Specification of the individual items included in the total charges for the Option regarding *[…]*.]

# hourly rates

*[Here, an overview of hourly rates is inserted. If more practical, the overview may be attached as an annex to the Appendix.]*

The Customer has the following requirements:

1. Hourly rates shall be stated for each of the personnel categories outlined below. Any discounts shall be clearly stated.

| Personnel category | Description of category | Hourly rate | Discount |
| --- | --- | --- | --- |
| […] | […] | […] | […] |

1. Any allowances (e.g. for work carried out evenings, nights, Sundays, or holidays) for each personnel category shall be stated. Any discounts shall be clearly stated.

| Personnel category | Allowance | Discount |
| --- | --- | --- |
| […] | […] | […] |

# current payments for use of standard software

*[Here, a specification of recurring payments for use of Standard Software included in the Deliverables is inserted.*

*If more practical, the specification may be attached as an annex to the Appendix.]*

The Customer has the following requirements:

1. The current payments for use of Standard Software included in the Deliverables shall be stated. Where individual programs contain several functionalities, and the use of such functionalities triggers separate charges, the specification of payments shall reflect such separation of charges.

Current payments for use of Standard Software shall be invoiced monthly in arrears before the 5th of the following month.

# charges related to the customer's deferral

*[Here, the guidelines for the calculation of the Supplier's reasonable costs in relation to the deferral, cf. clause 12.2.4 of the Contract, are inserted].*

# charges related to the customer's withdrawal

*[Here, a specification of the Supplier's charges related to the Customer's withdrawal in accordance with clause 34.1 of the Contract is inserted].*

*If more practical, the specification may be attached as an annex to the Appendix.]*

The Customer has the following requirements:

1. The Supplier's charges related to the Customer's withdrawal shall be stated, cf. clause 34.1 of the Contract. [*The following models might be considered:*
2. *The charges are fixed by the Customer in the tender material at a fixed price to which the tenderer may not make reservations in the tender.*
3. *The Customer makes a fixed price proposal in the tender material to which the Supplier may make reservations in the tender. The Customer should in this case organise the award criteria so as to include the Supplier's charges related to the Customer's withdrawal in the overall evaluation of the most economically advantageous tender.*
   1. *The Customer sets a fixed price for the clarification and planning phase (X) in the tender material. This fixed price constitutes the Supplier's charges related to the Customer's withdrawal prior to the completion of the clarification and planning phase.*
   2. *If the Customer withdraws prior to the completion of the clarification and planning phase, but before the 1st Partial Delivery has been submitted for testing, the Customer pays the fixed price for the clarification and planning phase (X) plus a price fixed by the Customer in the tender material for each commenced Iteration (Y). If the Customer withdraws after Acceptance of the 1st Partial Delivery, the Customer is to pay (Y) for each commenced Iteration which has not yet been accepted.*
4. *As described under c.i), but the fixed price for the clarification and planning phase is reduced proportionately depending on how soon in the clarification and planning phase the Customer withdraws.*
5. *As described under c), but the prices stated for the clarification and planning phase and for each commenced Iteration are to be understood as the Customer's proposal to which the Supplier is entitled to make reservations. The Customer should thus organise the award criteria so as to include the Supplier's charges related to the Customer's withdrawal in the overall evaluation of the most economically advantageous tender.*]
6. The individual components of the Supplier's charges in connection with the Customer's withdrawal shall be specified.

# charges related to the supplier's assistance upon termination

*[Here, a specification of the charges related to the Supplier's assistance upon termination of the Contract, cf. clause 35 of the Contract, is inserted. If requirements are made with respect to an ongoing drafting of a termination plan, it must be stated whether or not remuneration in this respect is included in the charges related to the Deliverables. In the affirmative, such remuneration must be stated in clause 2 of the Appendix.]*

# payment schedule

*[Here, the payment schedule for the Deliverables is inserted.*

*If more practical, the payment schedule may be attached as an annex to the Appendix. The payment schedule must consider what constitutes a fair and proportionate share of the fee to be retained in the event of Faults detected in an acceptance test, cf. clause 22.1 of the Contract].*

1. The payment schedule shall reflect the division into phases of the Deliverables and shall be linked to the activities stated in the Time Schedule, cf. Appendix 1.
2. The final instalment for each Partial Delivery shall be payable when the operational test has been approved by the Customer.

# the supplier's consumption reporting

*[Depending on the charging model chosen, requirements should be included with respect to the Supplier's current consumption reporting. Requirements may, for example, be made to the effect that the Supplier reports monthly to the Customer of the number of hours used, including the distribution of the hours on personnel category and work on Mandatory and Other Requirements, respectively, and Documentation to this effect should be submitted.]*

# The supplier's charges in relation to actual changes

The impact of an Actual Change on the charges shall be determined on the basis of the prices stated in this Appendix, including in particular the hourly rates stated in clause 6, and the estimated impact of the change on the Supplier's resource consumption.

*[Here, a description of how the estimate of the charges related to an Actual Change is calculated is inserted on the basis of the Customer's requirements.*

*In this clause, the Customer is to determine whether the estimate constitutes the Supplier's fixed price, maximum price, or in any other way relates to the Supplier's charges for execution of an Actual Change.]*

# the supplier's method for calculating charges and time consumption estimates

*[Here, a description of the Supplier's method for calculating charges and time consumption estimates is inserted on the basis of the Customer's requirements.]*

1. The Supplier shall provide a description of the Supplier's method for calculating charges and time consumption estimates, including
   1. the tools used by the Supplier for the preparation of estimates, such as workshops, estimation software, development of models, etc.
   2. the Supplier's incorporation of and allowance for risks associated with the Project
   3. the persons/roles responsible for preparing the estimates
2. The Supplier shall give an account of the way in which the current preparation of charges and time consumption estimates contributes to the management of the Project, including how the correlation between the charges related to the Deliverables and the charges and time consumption estimates has been ensured.

Appendix 15

Incentives

Guide:

*Depending on the charging model used, it might be relevant to give the Supplier a bonus if he exceeds the target levels of performance of the Contract. If relevant, an incentive programme must be established and set out in this Appendix.*

*The incentive programme must be appropriately designed so as to be in the interests of both the Customer and the Supplier. The programme must thus be designed to induce the Supplier to create value for money for the Customer.*

*The incentive programme should be based on objectively ascertainable criteria so as to leave as little doubt as possible whether or not the Supplier is entitled to a bonus.*

*The incentive programme should be designed to support the division of the delivery of the Project into phases. The incentive criteria should thus be linked to the Partial Deliveries so that for each Partial Delivery it is assessed whether the required level of achievement has been met and whether, thereby, the Supplier is entitled to a bonus.*

*When designing the incentive programme it should be noted that the agile model contract generally (irrespective of the choice of charging model) induces the Supplier to deliver value for money. This is due to the fact that the Customer is entitled to withdraw from the Contract at any time. The Customer is thus able to - and should - assess the quality of the Deliverables and the progress of the Project at all times.*

*As the incentive programme may potentially affect and improve the Supplier's business case for performance of the Contract, it is recommended that the Customer includes a draft incentive programme in the tender material, so that the Supplier can take this into account in the tender.*

*Below is described a number of incentive programmes which may be supplemented/changed as appropriate to the Deliverables. It is important that the incentive programme is aligned with the charging model used so that the two Appendices support and complement each other. If the fixed-price model is used, it is especially important that an incentive programme be drawn up.*

*Examples of incentive programmes:*

1. ***Early Acceptance date***

*If the Customer has approved an acceptance test [number] Working Days earlier than the Acceptance Date set out in the Time Schedule, cf. Appendix 1, the Supplier shall be entitled to a bonus of DKK […]. The bonus shall only be payable, however, if the acceptance criteria for all Other Requirements comprised by the acceptance test have been met.*

1. ***Improved service level goals***

*If during an operational test it is noted that the rate of efficiency of operations exceeds […] %, and [/or] the service level goals for response times have been complied with, and with respect to at least […] of the transaction categories are [number] percentage points better than the service level goals set out above in Appendix 11, clause 3.1, then the Supplier shall be entitled to a bonus of DKK […].*

*Alternative wording:*

*If during an operational test it is noted that the rate of efficiency of operations exceeds [number] %, and [/or] the service level goals for response times have been complied with, and with respect to at least [number] of the transaction categories are better than the service level goals set out above in Appendix 11, clause 3.1, then the Supplier shall be entitled to a bonus of DKK [amount] for each [number] percentage points for which the rate of efficiency of operations and [/or] the service level goals for response times are better than agreed.]*

1. ***User satisfaction survey (the functional quality of the system)***

*If, after having passed the operational test, a user satisfaction survey for a Partial Delivery with participation of at least […] % of the users shows an achievement of an average satisfaction score of […] or more on a scale from 1 to 5, where 1 signifies great dissatisfaction and 5 signifies great satisfaction, a bonus of […] shall be payable to the Supplier.*

*The user satisfaction survey shall be organised and carried out in accordance with the directions of the steering group.*

1. ***The technical quality of the system***

*If upon Acceptance it is noted that the Deliverables are of a higher technical quality than agreed, the Supplier shall be entitled to a bonus of DKK […].*

*[With a view to ensuring the technical quality of the system, the Contract might establish the framework for measuring the technical quality. Appendix 6, Demonstrations and tests, specifies the contents and procedure of such measurement of quality.*

*As stated in Appendix 6, the technical quality of a system is understood and measured in different ways. This has led to the development of various standardised quality models (including, inter alia, ISO 25010, Systems and Software engineering - Systems and software quality requirements and evaluation (SQuaRE) - Systems and software quality models), containing different quality criteria.]*

1. ***Fulfilment of the Customer's Business Objectives and Needs***

*[This incentive programme will depend on the basis for and the objectives of the individual Project.*

*The intentions of an incentive programme based on the fulfilment of the Customer's Business Objectives and Needs (Appendix 3a.i) are for the Supplier to receive a share of the profit and thereby the business value generated by the Project for the Customer (gainshare) and, consequently, an inducement to create business value for the Customer.*

*The Customer's Business Objectives and Needs will typically state a business profit from the Project after a period of several years. It is important, however, that the criteria to which the incentive programme is linked are directly measurable after the completion of the Project/the testing of the first Partial Delivery.*

*The above examples can be used individually or combined. When combining several incentive schemes it should be considered to insert a provision for maximum bonus. This might be worded as follows:*

*"The total bonus to which the Supplier is entitled pursuant to clause […] shall not exceed DKK […]."*

*The Contract only refers to Appendix 15 in clause 21, Incentives.*

Appendix 16

Terms and conditions for licences, etc.

Guide:

*As part of the Deliverables, the Supplier must assist the Customer with license management on a regular basis. In this Appendix, the Supplier is to list the licences for the Software and supporting Documentation included in the Deliverables, cf. clause 1.*

*For each licence, the Supplier must answer a number of questions/provide various information, cf. clauses 2-5.*

*The replies/the information with respect to licences for Standard Software must be inserted in a table as set out in clause 4, whereas the replies/the information with respect to licences for Customised Software must be inserted in a table as set out in clause 5.*

*The Contract refers to the terms and conditions for licences, etc. (Appendix 16) in the following clauses:*

* *Clause 3.2.4 (Advisory services)*
* *Clause 6.4 (Changes without the Supplier's consent)*
* *Clause 23.1 (General warranty)*
* *Clause 23.6 (Change possibilities)*
* *Clause 23.7 (Maintenance and changes carried out by third parties)*
* *Clause 26.2.1 (General)*
* *Clause 26.2.2.1 (Interdependency)*
* *Clause 31.1 (General)*
* *Clause 31.2 (Standard Software and supporting Documentation)*
* *Clause 31.3.1.1 (Changes)*
* *Clause 31.3.1.2 (Placing in escrow of unavailable source code)*
* *Clause 31.3.2 (Rights of other Public Institutions)*
* *Clause 33.1 (The Customer's assignment)*
* *Clause 34.1 (The Customer's right of withdrawal)*

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# LICENCE MANAGEMENT

As part of the Deliverables, the Supplier shall assist the Customer with respect to licence management.

# the software and licences of the deliverables

*In the following, the guide for the completion of the Appendix is shown in [italics].*

The Deliverables include the following programs with licences:

*[Here, the Supplier is to list the programs and licences included in the Deliverables. As Operation and maintenance are not a part of the Deliverables, the Supplier shall not list the licences used for Operation and maintenance in this Appendix. Such licences, if any, must instead be listed in the Operation and maintenance Appendices, respectively (Appendices 12 and 10); with respect to the Operation Appendix, however, only if the Supplier undertakes the Operation of the Deliverables. Each licence must be given a Sub-Appendix number (Sub-Appendices 16 a, 16 b, 16 c, etc.) and must be attached as an annex to this Appendix.]*

# understanding of the licences

Each licence listed in clause 1 is to be understood as follows:

*[Here, the Supplier is to list the tables, cf. clauses 4 and 5, duly completed for each licence. The tables are to be attached to this Appendix with indication as to which licence (with Sub-Appendix number) each table relates.]*

Replies/information stated in the tables, cf. above, shall take precedence of the provisions of the individual licences and, therefore, any provisions of the licences in contravention of the replies/information contained in the tables shall not have legal effect between the Customer and the Supplier. The Supplier shall indemnify the Customer in case of claims raised by a third party against the Customer on the basis of any licence provisions which are not listed in or which are in contravention of the replies/information contained in the tables.

References to the individual licences in the tables above shall not be deemed to be a reply to a question/provision of information. The legal effects of failure to reply/provide information are stated in connection with each question/each provision of information or groups thereof.

Nothing in this Appendix or the licences or tables enclosed shall cause the Contract not to be performed or cause any non-performance of the Description of the Deliverables, or derogation from clause 31 of the Contract.

# table for standard software

| Standard Software |  |
| --- | --- |
| General information |  |
| State the name of the program | *[Information to be provided by the Supplier.]* |
| State the Sub-Appendix number of the licence | *[Information to be provided by the Supplier.]* |

| The quantitative and qualitative scope of the user right | |
| --- | --- |
| **Restrictions on number** |  |
| Are there restrictions on the number of times the program may be copied?  If so, state the nature of the restriction and what is understood by a copy. | *[Reply/information to be provided by the*  *Supplier.]* |
| Are there restrictions on the number of users who may use the program?  If so, state the nature of the restriction and what is understood by a user. | *[Reply/information to be provided by the*  *Supplier.]* |
| **Personnel restrictions:** |  |
| Are there restrictions as to who may use the program?  If so, state the nature of the restriction. | *[Reply/information to be provided by the*  *Supplier.]* |
| **Restrictions on publishing:** |  |
| Are there restrictions regarding how the program may be made available, cf. section 2 of the Danish Copyright Act?  If so, state the nature of the restrictions.  Such restriction may be, for example, that the program may only be published on the Customer's intranet or on the Internet for certain user groups only. | *[Reply/information to be provided by the*  *Supplier.]* |
| **Technical restrictions:** |  |
| May the program only/not be used on certain platforms/devices and, if so, which ones? | *[Reply/information to be provided by the*  *Supplier.]* |
| May the program only/not be used with certain other programs/programs from specific providers, etc., and, if so, which ones? | *[Reply/information to be provided by the*  *Supplier.]* |
| **Restrictions on purpose:** |  |
| Are there certain purposes for which the program may only/not be used and, if so, which ones? | *[Reply/information to be provided by the*  *Supplier.]* |
| **Other restrictions:** |  |
| Are there any other restrictions with respect to the quantitative and qualitative scope of the user right and, if so, which ones? | *[Reply/information to be provided by the*  *Supplier.]* |
| If the questions regarding the quantitative and qualitative scope of the user right have not been answered/information not provided, the user right shall apply without quantitative and qualitative restrictions. | |

| **The geographical scope of the user right** | |
| --- | --- |
| Are there any restrictions on where the program may be used?  If so, state the nature of the restriction and provide a definition thereof.  If, for example, the program may only be used in-house in a business, the nature of such restriction must be given a closer definition. What is understood by in-house use, and how is the business defined? May the program be used, for instance, in the home workstations of the personnel, and may the program be included in a cloud-based solution where the program's geographical location is not known?  If, for example, the program may only be used in Denmark, this restriction must be defined. May the program be used, for example, by a Danish customer's personnel when travelling abroad? | *[Reply/information to be provided by the*  *Supplier.]* |
| If the question concerning the geographical scope of the user right has not been answered/information not provided, the user right shall apply worldwide. | |

| **The scope of the user right in terms of time** | |
| --- | --- |
| Are there any restrictions on how long the program may be used?  If so, state the restriction. | *[Reply/information to be provided by the*  *Supplier.]* |
| If the question regarding the user right in terms of time has not been answered/information not provided, the user right shall apply for the entire period during which the copyright applies. | |

| **Functionalities within the Description of the Deliverables, further functionalities, and the consequences in terms of payment for the use** | |
| --- | --- |
| What functionalities does the program contain? | *[Question to be answered by the Supplier.*  *A title/name to identify each functionality*  *suffices or, in the alternative, a group of*  *functionalities. The main thing is that each*  *payment triggering functionality/group is*  *identified separately.*  *If the Customer has a user right for all the*  *program's functionalities, this must be stated,*  *and, therefore, it is not necessary for the*  *Supplier to specify each functionality/group.]* |
| What functionalities are comprised by the Description of the Deliverables? | *[Question to be answered by the Supplier.*  *A title/name to identify each functionality*  *suffices or, in the alternative, a group of*  *functionalities. The main thing is that each*  *payment triggering functionality/group is*  *identified separately.*  *If the Customer has the user right for all the functionalities of the program, this must be stated and, therefore, it is not necessary for the Supplier to specify each functionality/group.]* |
| Does the program contain any other functionalities and, if so, which ones? | *[Question to be answered by the Supplier.*  *A title/name to identify each functionality*  *suffices or, in the alternative, groups of*  *functionalities. The main thing is that each*  *payment triggering functionality/group is identified separately.]* |
| What is the price of the use of each functionality, and what are the payment triggering parameters?  The price of the use of the individual functionalities will typically depend on a number of parameters, e.g. the number of program copies and the duration of the use. These parameters must be stated for each functionality. The information, however, is only to be provided for use within the Description of the Deliverables. | *[Question to be answered by the Supplier.]* |
| If it is not stated whether a functionality falls within the Description of the Deliverables or whether it is an additional functionality, the functionality shall be deemed to be comprised by the Description of the Deliverables.  If the cost of the use of the individual functionalities, including the payment triggering parameters, has not been informed, the Supplier shall not be entitled to a fee in respect thereof. The remunerative consequences of use within the Description of the Deliverables shall also be stated in Appendix 14 in order to trigger payment to the Supplier. | |

| **The consequences of use other than payment** | |
| --- | --- |
| Are there any other consequences of the use of the program other than payment?  If so, state the nature of the use and its consequences.  If, for example, the licence contains a requirement to the effect that any change of the program must be published and made available to others, such requirement must be stated. However, information is only to be provided for use within the Description of the Deliverables. | *[Reply/information to be provided by the*  *Supplier.]* |
| Any consequences of the use of the program which have not been stated shall not be claimed by the Supplier against the Customer. | |

| **The right to transfer the user right to a third party** | |
| --- | --- |
| May the user right be transferred to a third party other than as stated in clause 33.1 of the Contract?  If so, state the conditions thereof.  A reply to this question is only relevant if the right of distribution has not already been exhausted. | *[Reply/information to be provided by the*  *Supplier.]* |

| **The right of maintenance and changes other than as provided for by sections 36 and 37 of the Danish Copyright Act** | |
| --- | --- |
| Is the Customer given the right to maintain, including to alter, the program other than the right provided by sections 36 and 37 of the Danish Copyright Act (*ophavsretsloven*)?  If so, describe this right in more detail, and state how the necessary tools, including source code and non-standard maintenance tools are made available to the Customer. | *Reply/information to be provided by the*  *Supplier.]* |
| If this question has not been answered/the information not provided, the Customer shall not be entitled to maintain or change the program. | |

# table for customised software

| **Customised Software** |  |
| --- | --- |
| **General information** |  |
| State the name of the program | *[Information to be provided by the Supplier.]* |
| State the Sub-Appendix number of the licence | *[Information to be provided by the Supplier.]* |

| **The qualitative and quantitative scope of the user right** | |
| --- | --- |
| **Restrictions on number:** |  |
| Are there restrictions on the number of times the program may be copied?  If so, state the nature of the restriction and what is understood by a copy. | *[Reply/information to be provided by the*  *Supplier.]* |
| Are there restrictions on the number of users who may use the program?  If so, state the nature of the restriction and what is understood by a user. | *[Reply/information to be provided by the*  *Supplier.]* |
| **Personnel restrictions:** |  |
| Are there restrictions as to who may use the program?  If so, state the nature of the restriction. | *[Reply/information to be provided by the*  *Supplier.]* |
| **Restrictions on publishing:** |  |
| Are there restrictions regarding how the program may be made available, cf. section 2 of the Danish Copyright Act?  If so, state the nature of the restrictions.  Such restrictions may be, for example, that the program may only be published on the Customer's intranet or on the Internet for certain user groups only. | *[Reply/information to be provided by the*  *Supplier.]* |
| **Technical restrictions:** |  |
| May the program only/not be used on certain platforms/devices and, if so, which ones? | *[Reply/information to be provided by the*  *Supplier.]* |
| May the program only/not be used with certain other programs/programs from specific providers, etc., and, if so, which ones? | *[Reply/information to be provided by the*  *Supplier.]* |
| **Restrictions on purpose:** |  |
| Are there certain purposes for which the program may only/not be used and, if so, which ones? | *[Reply/information to be provided by the*  *Supplier.]* |

|  |  |
| --- | --- |
| **Other restrictions:** |  |
| Are there any other restrictions with respect to the quantitative and qualitative scope of the user right and, if so, which ones? | *[Reply/information to be provided by the*  *Supplier.]* |
| If the questions regarding the quantitative and qualitative scope of the user right have not been answered/information not provided, the user right shall apply without quantitative and qualitative restrictions. | |

| **The geographical scope of the user right** | |
| --- | --- |
| Are there any restrictions on where the program may be used?  If so, state the nature of the restriction and provide a definition thereof.  If, for example, the program may only be used in-house in a business, the nature of such restriction must be given a closer definition. What is understood by in-house use, and how is the business defined? May the program be used for instance in the home workstations of the personnel, and may the program be included in a cloud-based solution where the program's geographical location is not known?  If, for example, the program may only be used in Denmark, this restriction must also be defined. May the program be used, for example, by a Danish customer's personnel when travelling abroad? | *[Reply/information to be provided by the*  *Supplier.]* |
| If the question concerning the geographical scope of the user right has not been answered/the informtion not provided, the user right shall apply worldwide. | |

| **The scope of the user right in terms of time** | |
| --- | --- |
| Are there any restrictions on how long the program may be used?  If so, state the nature of the restriction. | *[Reply/information to be provided by the*  *Supplier.]* |
| If the question regarding the user right in terms of time has not been answered/information not provided, the user right shall apply for the entire period during which the copyright applies. | |

| **Functionalities of the program and the consequences of use in terms of payment** | |
| --- | --- |
| What functionalities does the program contain? | *[Question to be answered by the Supplier.*  *A title/name to identify each functionality suffices or, in the alternative, a group of functionalities. The main thing is that each payment triggering functionality/group is identified separately.*  *If the Customer has a user right for all the program's functionalities, this should be stated, and, therefore, it is not necessary for the Supplier to specify each functionality/group.]* |
| What is the price of the use of each functionality, and what are the payment triggering parameters?  The price of the use of the individual functionalities will typically depend on a number of parameters, e.g. the number of program copies and the duration of the use. These parameters must be stated for each functionality. The information, however, is only to be provided for use within the Description of the Deliverables. | *[Question to be answered by the Supplier.]* |
| If the cost of the use of the individual functionalities, including the payment triggering parameters, has not been informed, the Supplier shall not be entitled to a fee in respect thereof. The cost of use within the Description of the Deliverables shall also be stated in Appendix 14 in order to trigger payment to the Supplier. | |

| **The consequences of use other than payment** | |
| --- | --- |
| Are there any other consequences of the use of the program other than payment?  If so, state the nature of the use and its consequences.  If, for example, the licence contains a requirement to the effect that any change of the program must be published and made available to others, such requirement must be stated. However, information is only to be provided for use comprised by the Description of the Deliverables. | *[Reply/information to be provided by the*  *Supplier.]* |
| Any consequences of the use of the program which have not been stated shall not be claimed by the Supplier against the Customer. | |

| **The right to transfer the user right to a third party** | |
| --- | --- |
| May the user right be transferred to a third party other than as stated in clause 33.1 of the Contract?  If so, state the conditions thereof.  A reply to this question is only relevant if the right of distribution has not already been exhausted. | *[Reply/information to be provided by the*  *Supplier.]* |
|  | |

| **Provision of the tools necessary for the Customer's changes, including maintenance** | |
| --- | --- |
| What tools are required for the Customer's changes, including maintenance, of the program? | *[Reply/information to be provided by the*  *Supplier.]* |
| How are the necessary tools made available to the Customer? | *[Reply/information to be provided by the*  *Supplier.]* |
| Does a third party have the copyright for the tools required?  If so, the licence must be enclosed and any charges for the use must be stated. | *[Reply/information to be provided by the*  *Supplier.]* |

| **Provision of source code** |  |
| --- | --- |
| Does the Supplier take any measures to make the source code available to the Customer in the event of the Supplier's breach?  If so, state the nature of the measures and how the source code is made available. | *[Reply/information to be provided by the*  *Supplier.]* |

| **Right of other Public Institutions to make their own agreement** | |
| --- | --- |
| Is the Supplier willing to enter into an agreement for the use of the program with any other Public Institution which might require it on the terms and conditions stated in clause 31.3.2. | *[Reply/information to be provided by the*  *Supplier.]* |

1. DSDM Atern, The Handbook, para 10.3.2. [↑](#footnote-ref-1)