

Glossary

This glossary is not a legal document, but is developed to assist Suppliers, Customers and MPS in the use of the Agreement.

Term	Definition	Defined in
Affiliate	(i) entities, as of any time, controlled by a Party directly or indirectly, or (ii) entities that have direct or indirect control of the Party (whereby "control" means the possession, directly or indirectly, of the power to influence the direction of the management or policies of a person, whether through ownership of or control over more than 50% of the voting rights of such entity, or by contractual or other rights to designate more than 50% of the members of the board or directors of such entity)	Chapter 1, clause 4 of the Framework Agreement
the Agreement	refers to the Framework Agreement regarding the relation between the Supplier and MPS and to a Call-off Contract for the relation between the Supplier and a Customer.	Framework Agreement preamble
Authorised Representatives	means a person authorised to represent the Party in the execution of the Agreement. The Authorised Representatives are set out for the Framework Agreement in Annex 3.1, section 2, and for the Call-off Contract in Annex 3.2 or the Order Form.	Annex 3.1 section 2
Award Procedure	the procedures set out in Chapter 4, clause 38 which the Customers may utilise when entering into a Call-off Contract under the Framework Agreement.	Chapter 4, clause 38
AUP	Acceptable Use Policy(ies) as defined in Chapter 2 clause 26 relating to the use of the Services.	Chapter 2 clause 26
API	Application Programming Interfaces	
Call-off Contract	means a binding agreement for provision of Services between a Customer and the Supplier entered into in accordance with the call-off procedures stipulated in Chapter 4.	Framework Agreement preamble
Change Estimate	means an assessment of the risks and consequences of the requested change and a price estimate.	Annex 3.1 section 7.2
Change of Control	means (i) the consolidation or merger of or transfer of control over the Supplier, with or into any entity (other than the consolidation of the Supplier with an Affiliate of the Supplier in which the Supplier is the surviving entity), (ii) the acquisition by any entity, or group of entities acting in concert, of beneficial ownership of outstanding voting securities or other ownership interests of the Supplier as would result in the entity becoming an Affiliate of such other entity or entities, or (iii) any sale, transfer or other disposition of all or substantially all of the assets of the Supplier.	Chapter 1, clause 15.2
Change Order	means an order of change based on the acceptance of a Change Request and a Change Estimate	Annex 3.1, section 7.3
Change Request	means a proposed change to the Framework Agreement	Annex 3.1, section 7.1
Charges	means any fees, charges, and expenses offered for the Service under the Framework Agreement, or, in regard to a	Chapter 1, clause 13.2

	Call-off Contract, the fees, charges, and expenses payable for the Services under the specific Call-off Contract.	
Confidential Information	means as defined in Chapter 1 clause 7 of the Agreement, but generally any information disclosed by one Party to the other Party in connection with operating the Agreement, e.g. governance, that is clearly designated as “Confidential” or that, under the particular circumstances surrounding the disclosure, the receiving Party must have understood to be confidential.	Chapter 1 clause 7
Contract Year	means the 12 -twelve- month period commencing from the effective date of the Agreement, and any subsequent 12 - twelve- months period during the term of the Agreement.	Chapter 1, clause 9.2
Customer(s)	means, the legal entity identified as the Customer in a Call-off Contract, or MPS/DFØ in relation to the Framework Agreement.	Framework Agreement preamble
Customer Data/Customer Content	means as defined in Chapter 1, clause 10.3	Chapter 1 clause 10.3
DFØ	means The Norwegian Agency for Public and Financial Management	Framework Agreement preamble
Effective Date	means the start date for the Framework Agreement as specified in the Preamble to the Framework Agreement.	Framework Agreement preamble
Entitled Entity (Entities)	means all entities listed in Appendix 1 (Entitled Entities) that are entitled to call-off on the Framework Agreement.	Framework Agreement preamble
Force Majeure	is any unforeseeable, sudden and extraordinary act, event, omission, happening or non-happening that effectively and completely prevents the performance of Services called off under the Agreement, if it is attributable to circumstances beyond the control of the affected Party	Chapter 1, clause 12
Framework Agreement	means the agreement including all documents (hereunder annexes, appendices and attachments) attached to the Framework Agreement, between DFØ and the Supplier for procurement of Services as further defined in the Framework Agreement	Framework Agreement preamble
GDPR	means the Regulation (EU) 2016/679.	
Intellectual Property Rights	means any rights, title and interest in patents, trademarks, service marks, trade and business names, rights in design, utility models, works of authorship and copyright, database rights, know-how (including trade secrets and Confidential Information), and any other similar right whether presently existing, applied for or in relation to which there is a right to apply for registration and any analogous rights to any of the preceding rights under any other jurisdiction.	Chapter 1, clause 10
IPR Claim/Third-party IPR	As defined in Chapter 1, clause 11 – meaning any claim arising from or in connection with any claim that the Customer’s use or exploitation of the Services or the Services infringes the Intellectual Property Rights of any third party.	Chapter 1, clause 11
Law(s)	means any domestic or foreign laws (including Trade Restrictions), and requirements based on such laws, as	Chapter 1, clause 4

	amended from time to time, given by a government body or a regulator, including (i) any statute, statutory instrument and any other legislative instrument, and (ii) guidelines and instructions issues by security authorities.	
Maximum Volume	means the value identified in the Framework Agreement preamble setting out the maximum combined volume of all purchases across all the Call-off Contracts entered into under the Framework Agreements.	Framework Agreement preamble
MPS	means the Norwegian Public Sector Cloud Marketplace as defined in the Framework Agreement preamble.	Framework Agreement preamble
NDA	Non-Disclosure Agreement	
NIST	means the U.S. National Institute of Standards and Technology.	
Norwegian Freedom of Information Act	means the Act of 19 May 2006 relating to the right of access to documents in the Norwegian public administration.	
Norwegian Late Payments Interest Act	means the Act No. 100 of 17 December 1976 relating to interest on overdue payments.	
Norwegian Office of the Auditor General Act	means the Act No. 21 of 7 May 2004 relating to the office of the auditor general.	
Norwegian Personal Data Act	means the Act No. 38 of 15 June 2018 relating to the processing of Personal Data.	
Norwegian Public Administration Act	means the Act of 10 February 1967 relating to procedure in cases concerning the Norwegian public administration.	
Norwegian Public Procurement Regulations	means the Regulations of 2016 relating to procurement derived from the EU directive 2014/24	
Norwegian Security Act	means the Act No. 24 of 1 June 2018 relating to Norwegian national security.	
Norwegian Transparency Act	means the Act no. 99 of 18 of June 2021 relating to transparency from the public sector to the people.	
Order Form	means the form to be used for Call-Off Contracts as provided in Attachment 1 (<i>Order Form</i>).	Attachment 1: Order form
Parties	means DFØ and the Supplier for the Framework Agreement or, in regard to a Call-off Contract, the Customer and the Supplier.	Framework Agreement preamble
Party	means either DFØ or the Supplier for the Framework Agreement or, in regard to a Call-off Contract, the Customer or Supplier.	Framework Agreement preamble
Professional Services	means services delivered under the direction and control of the Customer	
Services	mean the services as described in Annex 1: Services and offered by the Supplier under the Framework Agreement or, in regard to an individual Call-off Contract, the services to be delivered under such contract.	Chapter 1, clause 1
Service Level Agreement (SLA)	means the Supplier's relevant service level terms and conditions which apply to a particular cloud service product provided as part of the Services under this Agreement.	Chapter 2, clause 29

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Service Modification	the Supplier may perform updates, changes or modifications to one or several of the Services offered under the Agreement, hereafter "Service Modifications"	Chapter 2, clause 23
Service Term(s)	Service Terms are found in Chapter 3 The Supplier's terms and conditions and are terms that are closely related to the different services offered by the supplier.	Chapter 3 The Supplier's terms and conditions under the Framework Agreement
Sub-contractor(s)	means the sub-contractors of the Supplier used for providing the Services.	Chapter 2, clause 34.1
Sub-processor(s)	means the sub-processors of the Supplier used for processing Personal Data on behalf of the Supplier when the Supplier operates as a data processor	
Supplier	means the legal entity identified as the Supplier in the Preamble of Framework Agreement and, in regard to a Call-off Contract, the same legal entity that is then a Supplier in such Call-off Contract.	Framework Agreement preamble
Supplier Portal	shall be understood as the solution offered by the Supplier where the Customer is granted access to the Services. Requirements to the Supplier Portal are set out in Annex 1.	Annex 1, section 4.2
Supplier Terms & Conditions	means terms applicable for Supplier and respective Service as attached in Chapter 3	Chapter 3 The Supplier's terms and conditions
Term of this Agreement/Framework Agreement	means the period of this Agreement/Framework Agreement.	
Trade Restrictions	means restrictions on trade and dealings with certain countries, persons or entities, including but not limited to restrictions on exports, imports, sales, and supplies of products, transshipments, and financial transactions imposed pursuant to export controls, trade sanctions and other trade and investment regulations of Norway or any other governmental authority outside Norway in force from time to time.	Chapter 1, clause 19 of the Framework Agreement
Urgent Service Modification	Where the Service Modification is necessary to a) comply with Laws and such requirement to comply is imminent and was reasonably unforeseen by the Supplier in the circumstances; or b) maintain the security or integrity of the Supplier's technology infrastructure; or c) respond to claims, litigation, or loss of license rights related to third party intellectual property rights, each case under being an Urgent Service Modification.	Chapter 2, clause 23.1
User Data	means as defined in Chapter 1, clause 10.3	Chapter 1, clause 10.3
Written Communication	means all written communication, including communication sent digitally, e.g. email, electronic mailbox, etc.	Chapter 1, clause 8