

1. Collaboration Agreement and the cooperating parties

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

	Name of company	Organisation number (listed in ELMA=SMP)	
		Foretak	Org.nr.
Buyer (responsible of agreement)	The enterprises in Helse Midt-Norge who is a part in the purchase agreement: -Helse Midt-Norge RHF Avd; Helse Midt-Norge - RHF, Stjørdal Avd; Helse Midt-Norge -RHF, Helse Midt-Norge IT (Hemit) -St. Olavs Hospital HF -Helse Nord-Trøndelag HF -Helse Møre og Romsdal HF -Sykehusapotekene i Midt-Norge HF -Trøndelag Ortopediske Verksted AS	Helse Midt-Norge RHF (inkl. Hemit)	983658776
		St. Olavs Hospital HF	883974832
		Helse Nord-Trøndelag HF	983974791
		Helse Møre og Romsdal HF	997005562
		Sykehusapotekene i Midt-Norge HF	983974805
		Trøndelag Ortopediske Verksted AS	987033800
Associated enterprise(s)			
Supplier (responsible of agreement)			
Associated subcontractor(s)			

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

This document covers the following phases of the procurement process.

	Yes/No	Comments
Product catalogues (buyer)	<input checked="" type="checkbox"/>	www.evry.no/aksesspunkt
Order (supplier)*	<input checked="" type="checkbox"/>	
Order receipt (buyer)	<input checked="" type="checkbox"/>	www.evry.no/aksesspunkt
EHF despatch advice (buyer)		
Billing (buyer)	<input checked="" type="checkbox"/>	www.evry.no/aksesspunkt

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

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

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

Reference to the Business Agreement(s) to which the Collaboration Agreement applies	All purchase contracts that at any given time are valid for one or more enterprises in Helse Midt-Norge.
---	--

If there is no business agreement between the parties, the mutual termination of this Collaboration Agreement is set to 90 days.

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

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

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

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

The Parties shall ensure that their solutions are ready for electronic collaboration. The commencement date for electronic Collaboration according to this Agreement is immediately.

All previous Collaboration Agreements expires on the same date.

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

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

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

	Buyer	Supplier
Name of company Adress	Helse Midt-Norge RHF Wesselsvei 75 7502 Stjørdal	
Primary contact Title	Driftssenteret for logistikk og økonomi	
E-mail address	hmn.katalog@helse-midt.no	

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

	Buyer	Supplier
Binding signature		
Date of signature		
Title		
Name		

2. Message exchange

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

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

2.1 Alternative transport infrastructure or data format

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

Alternative transport infrastructure/format	Yes/No	Comments
Alternative transport channels and/or message formats should as a standard not be used.		

2.2 Information values in electronic messages

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

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

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

² E.g. mail / street address or GLN.

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

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

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

3. Electronic product catalogue

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

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

Approval of EHF Catalogue

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

Process	Received by agreement owner	Available for buyer
New Catalogue	14 days before start of Purchase Agreement	At Purchase Agreement start date
Catalogue update	14 days before agreed change of Purchase Agreement	At Date of Change

3.1 Quality requirements, selected catalogue fields

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

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

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

² Classification of goods and services according to UNSPSC is mandatory in product catalogues. The most common version mix public sector is 7.0401. It is important that it be reconciled between buyer and supplier which version to use.
See <http://www.anskaffelser.no/about-e-procurement/electronic-procurement-platform/services-and-tools-unspsc> .

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

3.2 Catalogue content

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

Catalogue field	Used (yes/no)	Comment
Catalogue name	Yes	When a new agreement is awarded, the Catalogue name is given by HMN Driftssenter for logistikk og økonomi. This is reused by the provider when updating the catalog.
Language	Yes	NO
Catalogue action code	Yes	Add = New catalogue. Update =Update and replace the entire catalogue. Delete =Entire catalogue to be deleted.
Dates	Yes	
Referenced Contract	Yes	SAP Contract Number to be awarded by HMN Driftssenter for logistikk og økonomi.
Identification of parties	Yes	Organisation number
e-mail address, suppliers catalogue responsible	Yes	
Identificator	Yes	HMN Article Number (if available) or line number.
Orderable indicator	Yes	
Orderable unit	Yes	This order unit in catalog must be the same as the invoicing unit, and in accordance with the Purchasing Contract.
Item price	Yes	Price per order unit.
Currency	Yes	
Sellers Item identification	Yes	Supplier Article Number.
UNSPSC + classification code	Yes	Version 18, se GS1
Item name	Yes	
Classified Tax category	Yes	Tax code S=25%, H=15%, AA=8%, E=0% exempt, Z=zero rate 0%
Item description	Yes	
Keyword	Yes	
Number of consumables	Yes	Number of articles per Orderunit
Manufacturers Item Identification	Yes	
Country of origin	Yes	
Hazardous Items	Yes	
HMS Safety sheet	Yes	
Corporate environmental and social responsibility	Yes	
Logistics information	Yes	
Quantities and units	Yes	

Lead time	Yes	Delivery time in days in accordance with frame agreement
Minimum quantity (for the given price)	Yes	
Image	Yes	Link to web address for picture/image

4. Order

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

Order confirmation must be sent by the supplier within 24 hours after the order is received. When using a format or transport infrastructure other than EHF and EHF infrastructure, the order confirmation will be notified by e-mail.

4.1 Use of "Accepted with change"

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

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

4.2 Specification of information content when ordering

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

Functionality in order	Additional information

4.3 Buyer's reaction to "Accepted with change"

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

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

5. Shipping and Goods Receipt

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

6. Billing

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

Specification of invoice information	Use (Yes/No)	Comments
Order reference / order number	Yes	Purchase Order reference number to be used
Buyers reference		When missing order reference / order number
Invoicing unit		Must be in accordance with the Order Unit that is specified in the Frame Agreement, EHF Catalogue and Purchase Order

7. Quality parameters for the electronic product catalogue

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

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

8. References

Format	Link
EHF Catalogue	http://www.anskaffelser.no/prosess/english/e-procurement/e-procurement-process/purchasing/catalogue
EHF Order	http://www.anskaffelser.no/prosess/english/e-procurement/e-procurement-process/purchasing/ordering
EHF Despatch Advice	http://www.anskaffelser.no/prosess/english/e-procurement/e-procurement-process/purchasing/delivery
EHF Invoice	http://www.anskaffelser.no/prosess/english/e-procurement/e-procurement-process/purchasing/billing
EHF Credit Note	http://www.anskaffelser.no/prosess/english/e-procurement/e-procurement-process/purchasing/billing
EHF technical specifications	https://vefa.difi.no/ehf/standard/ https://vefa.difi.no/ehf-pre/standard/
PEPPOL BIS specifications	https://peppol.eu/downloads/post-award/
PEPPOL Infrastructure	http://www.peppol.eu/peppol_elements/-transport-infrastructure
Validation	http://www.anskaffelser.no/verktoy/how-validate-xml-sample