

Government standard terms and conditions for the development of software (2009)

Appendix 8 – Changes to the general contractual wording

Clause 1.1 third paragraph to be replaced with:

"The Customer has, based on its purposes and needs, specified its requirements in Appendix 1 (Customer requirement specification). The Contractor has described its solution, based on the Customer requirement specification and the prerequisites stipulated by the Contractor in respect of the deliverables, in Appendix 2 (Contractor solution specification). The Contractor has described the requirements for the Customer's technical platform and a proposal for the operational environment in Appendix 3. If the Contractor is of the view that there are obvious errors, defects or ambiguities in the Customer requirement specification, the Contractor shall point this out in Appendix 2."

Clause 1.1 add new seventh paragraph:

"The development project may be divided into partial deliveries. A main schedule is set out in Appendix 4. The procedures in clause 2.2 to 2.5 of this Agreement are to be repeated for all three phases (see sixth para above) for each partial delivery. A final approval period for all partial deliveries shall be undertaken pursuant to clause 2.6. Final delivery shall occur when the approval period has passed successfully."

Clause 2.1.2 delete second, third and fourth paragraph.

Clause 2.3.5 fourth paragraph to be replaced with:

"User documentation shall be in the Norwegian language. Technical documentation shall be in English. Unless otherwise specified in Appendix 1, the documentation shall be delivered in machine-readable form on the medium, and in the format, described in Appendix 1 and/or Appendix 2."

Clause 2.3.6 – the term "Appendix 3" to be replaced with "Appendix 1".

Clause 3.1 delete second paragraph.

Clause 10.1.1 add new fifth paragraph:

"For the sake of clarity; Customer has the right to use the deliverables pursuant to this clause 10.1 for any national or local election, as further described in Appendix 1, hereunder to install and run the deliverables on the necessary number of locations centrally and in any number of counties and municipalities, and to allow access to the solution from anywhere in the world by persons who have the right to participate in Norwegian national or local elections."

Clause 10.1.2 delete second paragraph.

Clause 10.2 add new fourth paragraph:

"For the sake of clarity; Customer has the right to use the deliverables pursuant to this clause 10.2 for any national or local election, as further described in Appendix 1, hereunder to install and run the deliverables on the necessary number of locations centrally and in any number of counties and municipalities, and to allow access to the solution from anywhere in the world by persons who have the right to participate in Norwegian national or local elections."

New clause 10.4 "The Contractor's responsibility for the overall functionality of the deliverables when using standard software" to read:

"If standard software is to be used in connection with the deliverables, the Contractor shall prepare an overview of the relevant standard software. The overview shall be included in a designated chapter in Appendix 2. If the Contractor is obliged to provide said standard software under standard licence terms, a copy of the relevant standard license terms shall be included in the designated chapter in Appendix 2.

The Contractor shall ensure that no standard software is being provided under license terms that are incompatible with the requirements applicable to the deliverables, hereunder Clause 10.2 and Chapter 13.

The Contractor shall be responsible for the deliverables (the overall solution) meeting the requirements under the Agreement, cf. Clause 5.1, irrespective of the provisions of any particular standard software license.

If errors in standard software result in the deliverables deviating from what was agreed under this Agreement, it shall be the responsibility of the Contractor to rectify the error in such a way as to make the deliverables conform to what was agreed, even if such standard software might be subject to separate license terms that include different provisions on the rectification of errors. The rectification of errors in standard software may be effected in any manner that makes the deliverables conform to the requirements under the Agreement."

New clause 10.5 "Open source" to read:

"All deliverables, whether developed for the Customer or standard software, shall be *open source* as further specified in Appendix 1. As a minimum, the source code of all deliverables shall be available for anyone to read, inspect and compile in order to evaluate the eVoting solution. Exceptions from this principle will be set out in Appendix 1."