



**Nordic
Innovation**

Invitation to tender

**Nordic Innovation is seeking a supplier of legal services for
'Bridging Nordic Data'**

Nordic Innovation is looking for a supplier of legal services.

I. Introduction

Nordic Innovation is seeking to purchase an overview of the main legal obstacles and practices within the field of health data in all the Nordic countries.

a. The Buyer

Nordic Innovation is an organization under the Nordic Council of Ministers working to promote cross-border trade and innovation located in Oslo. The Nordic Council of Ministers is the official intergovernmental body for cooperation in the Nordic region. With 26 million inhabitants in the Nordic region, Nordic Co-operation is one of the most comprehensive regional partnerships anywhere in the world.

Nordic Innovation is a vital instrument for the Nordic ministers of business, energy and regional policies. Its mandate is to contribute in making the Nordics a leading region for sustainable growth and to increase entrepreneurship, innovation and competitiveness in the Nordic region. Nordic Innovation supports projects and programs to stimulate innovation and works to improve the framework conditions for Nordic markets and exports.

Nordic Innovation has an annual budget of approximately NOK 85 million.
For further information, please refer to the following webpages:

Nordic Innovation – <http://www.nordicinnovation.org>
Nordic Council of Ministers – <http://www.norden.org>

II. Health, Demography and Quality of Life

The Nordic Innovation program called Health, Demography and Quality of Life is looking for a supplier to conduct an overview of the main legal obstacles related to the realization of the “Bridging Nordic Data” initiative under the program.

The program runs from 2018-2021 and its objective is to address the following vision:

In 2030 the Nordics will be the most sustainable and integrated health region in the world, providing the best possible personalized health care for all its citizens.

Further information about the program can be found at: <http://nordicinnovation.org/en-GB/projects/2319/health-demography-and-quality-of-life/>

The program has four main initiatives and this assignment is focused on the Bridging Nordic Data initiative. The aim of the initiative is to path the way for bridging national health data and

personalized data in order to boost innovation in public and private sectors through easier and better utilization of health data, across the Nordic borders.

The usage and sharing of health data are firmly regulated in all the Nordic countries. This poses challenges to innovation and competitiveness for the small and medium sized enterprises (SMEs) in the Nordics. Nevertheless, the Nordics are world class when it comes to innovative digital businesses such as on-line doctor consultation and cloud-based prescriptions.

High performance healthcare with a patient centered approach, ultimately relies on effective use of data. There are great opportunities that can be unleashed within the health sector providing that citizens will give access to personal health data. This must be done in a secure and effective way.

III. The Procurement

a. The objective

In order to achieve the program's vision there must be a fluent circulation of health data between relevant actors in the Nordics. Therefore it is likely that the Nordic countries will have to make amendments to their legal environment to embrace the positive potentials of the program to its fullest extent. Consequently, a part of the work is to assess the most relevant legal obstacles in each of the Nordic country to the successfulness of the program. Following the legal overview Nordic Innovation aims to conduct an assessment of the fiscal benefits of the project that will build on the legal overview.

b. The purpose

The main purpose of the assignment is to provide a thorough overview of the main legal obstacles and practices that need to be addressed for the best possible success of the Bridging Nordic Data initiative, which has the aim to find solutions on how to bridge Nordic health data and personal data for utilization in the Nordic health ecosystems. Furthermore, the overview shall focus on **obstacles** and legal practices that can hinder innovation, new business models and competitiveness of Nordic companies.

c. Deliverables

The legal overview shall be delivered in a report in a format that can be presented for the governments of the Nordic countries, Nordic Businesses and other stakeholders. The legal overview shall provide a detailed overview of the main possibilities for cooperation, within the current legal framework and practices. Additionally, there shall be an overview of the legal obstacles that the Nordic countries jointly must address. Also, the main obstacles faced by each country shall be outlined in detail.

As a point of departure, the supplier shall have meetings with a selected reference group appointed by Nordic Innovation and shall consult with them during the process in order to secure alignment and relevance. Furthermore, the legal overview shall capitalize on recent country and sector specific overviews that have been conducted.

The report shall have an executive summary where the most relevant legal obstacles are summarized. The legal overview (the report) shall be in English and the executive summary shall be in English and one of the Scandinavian languages. Furthermore, the report and findings should be followed by a power point presentation for Nordic Innovation to use and, if required, the professionals responsible for the work shall present the findings on 2 Nordic events taking place in Nordic capital cities, as will be further instructed by Nordic Innovation. All communication and produced material shall be in accordance with Nordic Innovation's design manual (design.norden.org).

The assignment shall be completed no later than 1 May 2020.

d. The selection of the supplier

Nordic Innovation will select the supplier who Nordic Innovation deems best suited to complete the assignment and offers the most economically advantageous tender based on the evaluation criteria listed below. The supplier can be a single entity, or a consortium represented by a lead partner. The successful supplier will be selected on the following *Criteria A* and *Criteria B*.

e. Evaluation Criteria and the selection process

Criteria A.

In the application, the successful candidate must:

- i. Thoroughly demonstrate competence to conduct cross boarder legal research, preferably within the field of health and use of data.
- ii. Indicate credibility and demonstrate experience of providing legal overviews and recommendations in all the Nordic countries and at an international level.
- iii. Demonstrate how it will be assured that all the Nordic countries are sufficiently covered in the assignment.

Criteria B.

Furthermore, the successful candidate must demonstrate in the application a thorough overview of the envisaged assignment. As a minimum this shall include;

- i. who will be responsible for the work and the competence of the individuals involved,
- ii. the foreseen content of the report,
- iii. overview of the expected working hours and the total cost excluding VAT.

The selection process will be as follows:

- A. Three candidates, who score highest on *Criteria A*, will be selected.
- B. Out of those three the best candidate will be selected based on who scores highest on *Criteria B*.
 - In both stages all 3 evaluation points (i,ii,and iii) are weighted equally.

f. Contract value

The maximum total value of the contract is MNOK 3,5 - excluding VAT. That includes all costs.

IV. The tender and application deadline

a. Application deadline and important dates

Deadline: The application deadline is at 15:00 CET, 22 November 2019.

The tender must be submitted electronically to Nordic Innovation at: info@nordicinnovation.org and labelled <Tender – Bridging Nordic Data>.

Following is a list of important dates.

Activity	Date
Publishing of the tender	22 October 2019
Deadline for asking questions regarding the tender	4 November 2019
Answers published online	No later than 15 November 2019
Deadline for application of tender	22 November 2019, 15.00 CET
Selection of supplier	2 December 2019
Contract signing	18 December 2019
Deadline for validity of tender	90 days from submission deadline
Deadline of submission/completion of the assignment	1 May 2020

Please note that the dates are subject to change.

b. Tender requirements

The supplier shall be an entity registered in the EEA, the EU, Greenland or the Faroe Islands. The registration shall be documented in the tender.

The tender must be valid until 1 February 2020.

The tender shall be in English and submitted in a single PDF-file.

The selected supplier shall deliver/provide Nordic Innovation with a tax certificate from the country of registration.

A signed HES Self Declaration (see Appendix III) shall be included.

V. Administrative requirements

A prospective supplier requiring any clarification of the tender should submit their questions in writing to info@nordicinnovation.org and labeled with <Questions about tender - Bridging Nordic Data> no later than 27 October 2019.

All questions and answers will be published on the [webpage](#) no later than 15 November 2019.

The procurement process will follow the principles of the Norwegian Act for public procurement of 17 June 2016 (LOA) and the Regulations for public procurement (FOA) of 2016-0812-974 part I and II.

The supplier is responsible for ensuring that all questions, requirements and clarification points are answered / highlighted and documented in the tender.

Nordic Innovation may refuse all tenders if the result of the tender procedure gives a reasonable ground for doing so. If all the tenders are refused, Nordic Innovation will notify those who have submitted tenders of the refusal.

The decision about to whom the contract is awarded, will be published on Nordic Innovation's website.

Please note that Nordic Innovation's General Conditions for Purchase of Services (see Appendix II) will be a part of the contract with the supplier. By delivering a tender, it is assumed that the General Conditions for Purchase of Service are accepted.

VI. Contact information

Pórður Reynisson, TR@nordicinnovation.org
Rola Yazbeck, R.Yazbeck@nordicinnovation.org

VII. Appendix

- I. Details about the supplier
- II. General Conditions for Purchase of Service
- III. HES Self Declaration

I. Details about the supplier

The supplier shall fill in the table and sign under the table.

The name of the supplier	
Org. number	
Postal address	
Visiting address	
Phone number	

Contact person	
Phone number	
Email address	

City	Date	Signature
		<hr/> Name with capital letters

II. General Conditions for Purchase of Service

General Conditions for Purchase of Services

- 1. Application**
 - 1.1 These General Conditions apply to purchase of services for Nordic Innovation, hereafter referred to as "Buyer".
 - 1.2 The Supplier is the addressee of the order and/or the Party a Contract is entered into with.
 - 1.3 Any deviating contract/delivery terms are ineffective concerning the delivery unless the Buyer has accepted these in writing.
 - 1.4 The general Conditions in the Act of 13 May 1988 no. 27 on The Sale of Goods ("kjøpsloven") apply to the extent suitable, unless otherwise expressly stated.
- 2. Price and payment terms**
 - 2.1 The price agreed as the one stated in the offer made by the supplier and stated in Annex 3. The price includes all costs and expenses. The price is quoted excl. VAT.
 - 2.2 For tenders, 50 % of the funding is disbursed at the signing of the Contract. The remaining 50 % is disbursed at the final deliverables are fulfilled, including an approved final report. It is a prerequisite for the disbursement that all project deliverables and the final report are approved by Nordic Innovation.
 - 2.3 Invoicing shall be done with payment each 30 calendar days. The term of payment shall not accrue before delivery is made and approved invoice have been received.
 - 2.4 Approved invoice is an invoice which shall be specified and documented, so that the Buyer can easily check whether the invoiced items have been received and conforms to the Contract. Invoice fees, late fees and other fees are not admitted. For invoicing based on accrued time, the time is to be specified.
 - 2.5 If the Buyer fails to pay at the agreed time, the Supplier shall be entitled to claim interest on any overdue amount, pursuant to the Act of 17 December 1976 No. 100 relating to Interest on Overdue Payments, etc. (the Late Payment Interest Act).
 - 2.6 The Supplier cannot transfer invoices to a third party without the prior consent of the Buyer.
- 3. Delivery**
 - 3.1 Delivery is considered done when the services have been completed in accordance with what has been agreed and the Buyer has approved the delivery.
 - 3.2 If the services consist of research and/or development works, delivery is considered done when accompanying documents etc. are delivered to and approved by the Buyer.
- 4. Transfer of risk**

Risks are transferred from the Supplier to the Buyer at delivery.
- 5. Suppliers contractual obligations**
 - 5.1 General obligations
 - 5.1.1 The services shall be completed in accordance with the Contract, and shall be performed efficiently, effectively and to a high professional standard.
 - 5.1.2 The Supplier shall cooperate with the Buyer in good faith and shall attend to the interests of the Buyer.
 - 5.2 Characteristics of the services
 - 5.2.1 The Supplier shall perform the services in accordance with the requirements in the Contract and be appropriate for the intended purpose.
 - 5.2.2 The Supplier is responsible that the performance of the services is done in accordance with applicable law, and otherwise in accordance with prevailing trade rules and any other rules that may influence on the performance of the services. The Supplier shall obtain and maintain all necessary permissions and approvals for the performance of the services, and upon request from the Buyer document that necessary permissions and approvals exist.
 - 5.3 Warranty
 - 5.3.1 The Supplier undertakes liability for faults and defects of the delivery that are demonstrated within the first 24 months after the delivery. For partial deliveries, the warranty period starts to run from the time when the delivery is fully installed

and ready for use. The Supplier must in this warranty period as soon as possible and for its own cost replace defective parts or repair the delivery so that it is free from faults and defects of any kind. The warranty period shall not be shorter than normal practice for the particular service or trade.

- 5.3.2 This provision does not limit the Buyer's right to claim remedies for faults and defects.

5.4 Right of ownership, defects in title

- 5.4.1 Rights of ownership, intellectual property rights and other relevant rights are transferred to the Buyer at payment, unless otherwise agreed in writing and subject to any limitations laid down by other agreements or by mandatory law.

- 5.4.2 The Supplier shall deliver the services free of any third-party claims that are not described in the Contract and shall indemnify the Buyer from any form of third party claims relating to the services.

- 5.4.3 The Supplier shall retain the rights to its own tools and methods. Both Parties may also utilize general know-how that has been accumulated in connection with the Contract, provided that such know-how is not confidential.

5.5 Transfer of documents

Where the services are represented by documents, these shall be delivered together with the services.

5.6 Subcontractors

Unless otherwise agreed, the Supplier can use subcontractors to fulfil its obligations under this Contract. The Supplier is responsible for the fulfilment of the entire delivery. The Buyer is entitled to disallow the choice of subcontractors if there are justifiable grounds.

5.7 Insurance

The Supplier shall maintain insurance for the services until the risk is transferred to the Buyer.

5.8 Notification obligation

If the Supplier is hindered in fulfilling its obligations at the correct time, it shall without undue delay notify the Buyer of the impediment and its effect on fulfilling the Contract. The Supplier shall be able to document when and how such notifications was given.

6. Buyer's remedies for breach of contract

6.1 Limitation period

- 6.1.1 If the Buyer wishes to make a claim for breach of Contract, it must notify the Supplier in writing about the defect within a reasonable time after it discovered or should have discovered the defect.

- 6.1.2 If the Buyer does not submit a claim within 3 (three) years after delivery, it cannot later make a claim for that defect. This does not apply if the Supplier through a warranty or other agreement has assumed liability for defects for a longer period.

- 6.1.3 The Buyer may in any event make a claim on the defect, if the Supplier has shown gross negligence or otherwise behaved contrary to integrity and good faith.

6.2 Breach of notification obligation

If the Buyer does not receive notification as stipulated in Clause 5.8 within a reasonable time after the Supplier knew or should have known about the impediment, the Buyer may demand damages for loss that could have been avoided if it had received notification within the time limit.

6.3 Withholding of payment

If the Buyer has claims resulting from the Supplier's breach of contract, the Buyer is entitled to withhold as much of the purchase price as the breach appears to constitute of the total compensation.

6.4 Penalties

- 6.4.1 If the Supplier does not meet deadlines as agreed, the delay constitutes grounds for daily fines. Daily fines will start to accrue automatically in the event of overdue delivery.

- 6.4.2 Daily fines constitute 1 % of the compensation excl. VAT for the part of the

- delivery that is affected by the delay per work day, limited to 20 (twenty) work days. The daily fine constitutes in any event a minimum of NOK 1000 per day.
- 6.4.3 The Buyer cannot discharge the Contract while a daily fine is running. This does not apply if the Supplier or someone it is liable for has shown gross negligence or otherwise behaved contrary to integrity and good faith.
- 6.4.4 If the daily fine does not cover the Buyer's documented direct losses incurred by the delay, the Buyer can claim damages for the excess amount.
- 6.5 Substitute purchase at discharge
At discharge, the Buyer has the right to conduct a substitute purchase in a reasonable manner and within a reasonable time after the discharge. In the event of a claim for damages, the Buyer is entitled to damages for the difference between the agreed price and the substitute transaction, in addition to other damages pursuant to this Contract.
- 6.6 Other remedies
Other remedies follow from the Act of 13 May 1988 no. 27 on The Sale of Goods ("kjøpsloven"), to the extent suitable.
- 7. Buyer's contractual obligations**
- 7.1 General obligations
The Buyer shall contribute in good faith to the performance of the Contract.
- 7.2 Notification obligation
If the Buyer is prevented in meeting its obligations at the correct time, it shall without undue delay notify the Supplier of the impediment and its potential effect on fulfilling the Contract. The Buyer shall be able to document when and how such notification was given.
- 8. Supplier's remedies for breach of contract**
- 8.1 Breach of notification obligation
If the Supplier does not receive notification as stipulated in Clause 7.2 within a reasonable time after the Buyer knew or should have known about the impediment, the Supplier may demand damages for loss that could have been avoided if it had received notification within the time limit.
- 8.2 Supplier's right to withhold
The Supplier is not entitled to withhold performances as a consequence of the Buyer's breach of contract. This does not apply if the breach is material.
- 8.3 Other remedies
Other remedies follow from the Act of 13 May 1988 no. 27 on The Sale of Goods ("kjøpsloven").
- 9. Suspension regulations (force majeure)**
- 9.1 The Parties' obligations under this Contract may be suspended in cases in which impediments occur outside the control of the affected Party, which it could not reasonably be expected to have considered at the time of signing the Contract or avoided or overcoming the consequences of in relation to fulfilling one or more of the contractual obligations.
- 9.2 Suspension is conditional on the affected Party without undue delay notifying the other Party of the impediment and that the obligations thereof are suspended.
- 10. Transfer of rights and obligations**
The Supplier cannot transfer the rights or obligations governed by this Contract to a third party without the prior written consent of the Buyer. Consent cannot be unreasonably withheld. If the Supplier merges or demerges the Buyer has the right to discharge the Contract immediately.
- 11. Amendments, stopping and cancellation**
- 11.1 If the Buyer after signing this Contract finds it necessary to amend the requirements for the service or other conditions of the Contract in such a way that the nature or scope of the service is different than agreed, the Buyer may request for an amendment contract.

With demands for amendments the Supplier may require adjustments in compensation, or time schedules, if it substantiates a ground for such adjustments. A claim for adjusted compensation or time schedule must be submitted no later than simultaneously with the Supplier's response to the Buyer's request for amendment contract.

The Buyer may demand the service performance reduced or increased up to the corresponding 20 per cent of the compensation for the entire service performance. The price shall in such case be changed corresponding to the decrease or increase. The Supplier may not claim compensation for such reduction.

If the Parties disagree about the amount to be added or deducted from the compensation or other consequences as a result of the amendment, the Supplier shall still implement the amendment without awaiting the final resolution of the dispute.

11.2 The Buyer may demand that the implementation of the service is temporary stopped. The demand must be proposed in writing. It must inform when the service shall stop and when it will be resumed.

By temporary stoppage the Buyer must compensate:

- a. The Supplier's documented and direct costs in connection to redeployment of personnel.
- b. Other direct costs that the Supplier suffers as a result of the stoppage.

11.3 The service can be cancelled by the Buyer with 30 (thirty) calendar days prior written notice. Reduction of the service up to 20 per cent of the compensation for the entire service is considered amendment and not cancellation, c.f. Clause 18.

By cancellation before the service is fulfilled the Buyer must pay:

- a. The Supplier's outstanding amount for already performed work.

- b. The Supplier's documented and direct costs in connection to redeployment of personnel
- c. Other direct costs that the Supplier suffers as a result of the cancellation.

12. Advertisements

The Supplier must obtain prior approval from the Buyer if the Supplier for advertisement purpose or in other way wishes to give the public information about the Contract beyond using the delivery as general reference.

13. Disputes

If disputes are to occur over the interpretation or legal effects of these general terms, the dispute shall be endeavoured resolved through negotiations. If negotiations have not produced a result within four - 4 - weeks, after the first negotiation meeting, the dispute shall be decided by the normal courts of law. The Buyer's court of domicile is the court of law for disputes arising from this Contract. The same applies to underwriters. Disputes are to be solved in accordance with Norwegian law.

Buyer: Name: Address: VAT identification number:		Supplier: Name: Address: VAT identification number:	
Date:	Signature:	Date:	Signature:
Name and position:		Name and position:	

III. HES Self Declaration

Denne bekreftelsen gjelder:

Firma
Adresse
Postnr./-sted
Land*

Det bekreftes med dette at denne virksomheten arbeider systematisk for å oppfylle kravene i helse-, miljø- og sikkerhetslovgivningen og ved det tilfredsstillende kravene i forskrift om systematisk helse-, miljø- og sikkerhetsarbeid i virksomheten (Internkontrollforskriften) fastsatt ved kgl. res. 6. desember 1996 i medhold av lov 17. juni 2005 nr. 62 om og arbeidsmiljø, arbeidstid og stillingsvern mv.

Det bekreftes at virksomheten er lovlig organisert i henhold til gjeldende skatte- og arbeidsmiljøregelverk når det gjelder ansattes faglige og sosiale rettigheter. Det aksepteres at Oppdragsgiver etter anmodning vil bli gitt rett til å gjennomgå og verifisere virksomhetens system for ivaretagelse av helse, miljø og sikkerhet.

Daglig leder (sign.)

Dato:

Det bekreftes med dette at det er iverksatt systematiske tiltak for å oppfylle ovennevnte krav i helse-, miljø- og sikkerhetslovgivningen.

Representant for de ansatte (sign.)

Dato:

** The following applies for foreign contractors:*

We hereby confirm, by preparing this offer, that we have taken into consideration the requirements that follow from The Regulation relating to systematic Health, Environmental and Safety Work in the company (the Internal Control Regulation), laid down by Order in Council of 6 December 1995 no. 62.

We hereby accept that, if requested, the Purchaser will be given the right to control and verify the Supplier's system for taking care of the work of health, environment and safety.

Signature:

Manager
(Signature)

Date: