

# Contract on the delivery of dockless on-demand electrical scooters services

between

RUTER AS

-in the following referred to as “Ruter”

and

(xxx (Supplier, address))

-in the following referred to as the “Supplier”

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## 1 CONTACT PERSONS

Each of the Parties shall, to facilitate communications and performance under the Contract appoint a contact person.

For Ruter:

(Name and email)

For the supplier:

(Name and email)

## 2 DEFINITIONS

	Definitions
Contract	Means this Contract on the delivery of the Service and the Development Service
Annex	Means an attachment to the Contract
Customer	Means the consumer that use the Vehicles
Development Service	Means the Development Service described in clause 5.
Geographical Area	Means Oslo county and Akershus county
Parties	Means the Parties to this Contract
Party	One of the two Parties to this Contract
Season	Means 1. March to 31. November each year (except the first year).
Service	Means the Service described in clause 5.
Vehicle/Vehicles	Means the “electrical scooter(s)”
Designated Area	Means an area within the Geographical Area where the Supplier is given the right and obligation to provide the Service.

## 3 PURPOSE AND SCOPE OF THE CONTRACT

Ruter and the Supplier have a common goal of introducing electrical scooter-sharing services to the public in the Geographical area, that will stimulate to the reduction of private cars in a sustainable, traffic safe and eco-friendly manner. The Parties agree that they will work collectively towards Ruter’s objective of meeting the sustainable development goals for the public transportation sector.

This Contract is a concession contract, cf. § 1-2 of the Norwegian concession regulation (*Konsesjonskontraktforskriften*). The Supplier shall have the right to exploit the Service (and the associated Development Service) with Ruter’s branding and through one or several of Ruters’s sales platforms, but shall bear the full operational risk. This means that the Supplier runs the risk that the revenue generated from the provision of the Service will not cover the investments and costs that the Supplier incurs through the provision of the Service and the Development Service. Ruter and the Supplier will not exchange any type of payment under the Contract to each other. The Parties will cover their own respective costs under the Agreement.

## 4 CONTRACT DOCUMENTS

The Contract will consist of the documents mentioned below. In the event of conflicting provisions between any of the Contract documents, the provisions shall be given the following priority:

1. Contract on the delivery of dockless on-demand electrical scooter services
2. Annex I: The Suppliers’ Offer
3. Annex x: [if applicable]

## **5 THE SUPPLIER'S MAIN OBLIGATIONS**

The Supplier shall deliver a complete dockless on-demand electrical scooter-sharing service, including software, hardware, platform, operation, maintenance and customer support ("the Service").

The Supplier will, based on the experience gained in the deliverance of Service, also take on the obligation of adjusting and further developing the Service in close cooperation with Ruter ("the Development Service"). The Supplier must have the resources needed for providing the Development Service, and for the consequent possible changes in the Service. The delivery of the Service is detailed in section 10.

## **6 RUTER'S MAIN OBLIGATIONS**

The Supplier shall have the right to use one or several of Ruter's designated sales platforms for the duration of the Contract. Ruter shall remain owner of the application(s) and all rights connected to it. The Customer will register its payment details in Ruter's application and the payment will go from the application and directly to the Supplier. In addition, the Supplier can offer the Service via their own technical solution.

The Service and Vehicles shall be co-branded with Ruter. This means that the Service and the Vehicles will be advertised with Ruter's trademark alongside the Supplier's trademark.

The Supplier is not allowed to use Ruter's trademark in any manner which may harm Ruter's standing and/or goodwill or deteriorate the value of Ruter's trademark. Ruter must accept any marketing activities using Ruter's trademark prior to the activities. Ruter may at its own discretion decide that the use of Ruter's trademarks or name shall end, even if the contract is not terminated as such.

## **7 COOPERATION**

Both Parties will cooperate actively under the Contract.

The cooperation between the Parties will be handled by the respective contact persons specified in clause 1. Each Party has the right to replace its contact person by written notice to the other Party.

The co-operation between the Parties will mainly be related to the Development Service, which consists of adjusting and further developing the Service based on the experiences gained through the operation and provision of the Service.

In order to facilitate the cooperation, the Supplier must meet with Ruter regularly. The Supplier will receive no payment for the Supplier's participation in these meetings. The Supplier must cover the expenses that they incur in connection to these meetings.

## **8 GEOGRAPHICAL SCOPE**

The Geographical Area, where Ruter operates, is an area of approximately 4 500 square kilometres and has approximately 1 300 000 inhabitants. In addition, the Geographical Area is frequently visited by many tourists.

The provision of the Service will take place within the Geographical Area.

## **9 TERM**

The Contract shall be effective for one year starting on (xxxxx) 2019. The Supplier has the right and obligation to provide the Service during the Season within each year.

Ruter can extend the Contract further for 1+1 more years. Under each possible extension the Supplier has the right and obligation to provide the Service during the Season within each year. If the Contract is

extended, the contracts conditions will remain unchanged, unless changes are made under clause 11 of the Contract.

The Supplier may discontinue the Contract with the Supplier, even if the Contract is continued with other Suppliers.

## **10 DELIVERY OF DOCKLESS ON-DEMAND ELECTRICAL SCOOTERS**

### **10.1 Number of bikes, Designated Areas and Customer use**

The Supplier provides (xxx) number of Vehicles in the Geographical Area. The Supplier is not allowed to introduce any more Vehicles in the Geographical Area outside of what is agreed in the Contract.

The Service will be provided in accordance with the concept proposed in the Supplier's Offer (Annex 1). If the Supplier operates from certain Designated Area(s), Ruter shall have the right to decide where these areas shall be situated within the Geographical Area. Where there are several suppliers, Ruter will strive to find Designated Areas that are acceptable for the suppliers. The purpose of geographical spread of the Service may however lead to the Supplier having to accept (some) Designated Area(s) that may be in areas that do not have a great volume of Customers.

The Vehicles shall be operated by the Customers in the manner described in the Supplier's Offer (Annex I).

### **10.2 Operational hours and customer service**

The Supplier's operational hours shall be in accordance with the description in the Supplier's offer (Annex I).

The Supplier is responsible for customer support. Customer support should be available during the operational hours. However, if Ruter sees a clear user benefit of having one aggregated one-level support this might be implemented and operated by Ruter.

### **10.3 Prices**

The Supplier will follow the pricing model submitted in the Supplier's Offer (Annex I).

### **10.4 Operation and maintenance of the Vehicles**

The Supplier has full responsibility concerning the delivery of the Service, including operation and maintenance of the Vehicles. The operation and maintenance of the Vehicles includes repairing and charging of the Vehicles to ensure their functional operation. The Supplier will provide the maintenance routines and charging in accordance with the Supplier's offer (Annex I).

The Supplier shall take the technical and operational measures needed to avoid littering, meaning that the Vehicles shall not be disposed irresponsibly in the streets, on the side walk, on pedestrian walks or on other unsuitable locations. The measures will be taken in accordance with the Supplier's offer (Annex I).

### **10.5 Technical safety**

The Supplier is responsible for acting in accordance with Norwegian laws regulations regarding quality and safety of vehicles. The supplier will consequently provide Vehicles produced in accordance with the obligations laid down in Norwegian laws and regulations, such as for example the Product Control Act (NO: "Produktansvarsloven") and the Road Traffic Act ("Vegtrafikkloven").

To ensure that the Service is safe for the Customers and for the rest of the public and general traffic, the supplier will take the measures accounted for in Supplier's offer (Annex I).

## **10.6 Application programming interface**

The Supplier can use Ruter's selling platforms in accordance with clause 6 of the Contract. The Supplier is responsible for creating an application programming interface (API) between their and Ruter's technical solutions. The Supplier will cover their own costs when setting up the API.

## **10.7 Pay and working conditions for employees**

Where the Supplier has employees, who participate in fulfilling the Contract, these employees must have pay and working conditions that are in accordance with Norwegian law and with regulations on general application of collective agreements and/or nationwide collective agreements for the industry in question.

## **10.8 Subcontractors**

The Supplier shall not enter into any sub-supply contract for the provision of the electrical scooter-sharing services, without prior notice to and written approval from Ruter.

Ruter has the right to object to the use of subcontractors and may deny any such request from the Supplier only if Ruter has just cause for such refusal.

## **11 AMENDMENTS TO THE CONTRACT**

The Contract also governs the provision of the Development Service. The Development Service entails that there may be changes in all aspects of the provision of the Service.

The total number of Vehicles provided by the Supplier may be adjusted based on the experiences gained during every Season.

The Designated Area within the Geographical Area where the Supplier is given the right to provide the Service, may be adjusted based on the experience gained.

Based on the experiences gained, the Supplier may be given access to more of Ruter's sales platforms than at the start of the Contract term. If the Supplier is given such access, the Service may be sold both alone and/or bundled with Ruter's services.

Changes to the Contract shall be confirmed in writing by the Parties.

## **12 SUSTAINABILITY**

The Supplier shall deliver the Service in the most sustainable and environmentally friendly manner possible. The Supplier will handle the Vehicles in the responsible and sustainable manner accounted for in the Supplier's Offer (Annex I).

The Supplier will be responsible for the maintenance and recycling of the Vehicles in a sustainable manner throughout the entire life cycle of the Vehicles. The Supplier is responsible for the removal of the Vehicles when the Contract is terminated. The Supplier is also responsible for removing all other physical equipment and Ruter branding on the Vehicles when the Contract is terminated.

## **13 LIABILITY AND INSURANCES**

Ruter shall not be liable for any claim arising from the Supplier's provision or operation of the Service or the Development Service. This includes any personal injury to or loss of life of any persons and the loss of or damage to any property or goods. This applies regardless of the Suppliers' form of liability.

The Supplier is obliged to have an insurance that covers the supplier's responsibility for the Service.

Ruter is not liable for any type of economic loss that the Supplier suffers. This includes, but is not limited to, economic loss related to technical problems or other problems with Ruter's Selling Platforms.

#### **14 BREACH OF THE CONTRACT AND TERMINATION**

A breach of the Contract exists if the Service or the Development Service is not provided in accordance with the obligations laid down in the Contract.

Where the Supplier breaches the Contract Ruter has the right to instruct the Supplier to rectify the breach. Where the Supplier breaches the Contract Ruter also has the right to instruct the Supplier to carry out the measures necessary, for the provision of the Service or the Development Service to be in accordance with the Contract.

A material breach of the Contract gives Ruter the right to terminate the Contract with immediate effect. If Ruter terminates the Contract on this basis, the Supplier cannot demand that Ruter covers the Suppliers' financial loss.

In the event that laws and/or regulations limiting or prohibiting the use of on-demand electrical-scooters are put in place, Ruter may terminate the Contract. If Ruter terminates the Contract on this basis, the Supplier cannot demand that Ruter covers the Supplier's financial loss.

In the event that internal decisions within Ruter leads to the company not wanting to participate in making available on-demand electrical scooters, Ruter the may terminate the Contract in a running year or season with one month written notice. If Ruter terminates the Contract on this basis, the Supplier may demand a financial coverage of the costs that the Supplier has incurred as a consequence the termination. The Supplier cannot demand that Ruter covers any consequential loss that the Supplier incurs due to the termination, including loss of income.

The Supplier cannot terminate the Contract during the Contract term.

#### **15 EXCHANGE OF INFORMATION, DUTY OF CONFIDENTIALITY AND PRIVACY**

The Supplier must share all data that they get access to from the provision of Service, such as payment information, Customer information, Customer behaviour, Customer travel patterns and incidents and complaints with Ruter.

Ruter and the Supplier cannot share information about technical solutions, methods, or other business relations which are to be considered as trade secrets cf. the Public Administration Act (NO: forvaltningsloven), § 13. Ruter and the Supplier must ensure that its employees as well as any person providing for Ruter or for the Supplier complies with this obligation.

The Supplier's processing of data must be in compliance with the laws and regulations on privacy, including, but not limited to, GDPR. The Supplier's compliance and handling of personal information shall be in accordance with the description in the Supplier's Offer (Annex I). The Parties shall have a data processing agreement in place where this is needed. Ruter's data processing agreement shall be used as a basis for the processing of personal data.

#### **16 APPLICABLE LAW AND DISPUTE RESOLUTION**

This Contract shall be governed by and constructed in accordance with Norwegian law.

Disputes and claims arising in connection with or as a result of the Contract, and which are not resolved by mutual agreement, shall be settled in accordance with Norwegian Law. Any Court proceeding shall be brought before Oslo District Court.

**17 SIGNATURES**

For Ruter

For the Supplier

Signature

Signature

Place, date

Place, date