

Supplier terms and conditions for integration with services in Norsk helsenett (the Norwegian health network)

1 Norsk helsenett

Norsk helsenett develops, operates and manages the Norwegian health network. Membership of Norsk helsenett is a fundamental prerequisite for members and partners to interact and exchange information with the necessary level of trust. The stakeholders that have a right and an obligation to become a member of Norsk helsenett are described in the membership documentation.

2 Background to the supplier terms and conditions and which suppliers they apply to

In these terms and conditions, “supplier” refers to an enterprise that supplies system solutions or other technical infrastructure. This includes both commercial stakeholders and other enterprises that support members or their partners in the form of system solutions or other technical infrastructure. The terms and conditions govern the rights and obligations between Norsk helsenett and suppliers that integrate with Norsk helsenett and associated services on behalf of one or more members or their partners.

The supplier terms and conditions are aimed at suppliers that provide medical record systems and other administrative systems used by members or their partners.

The terms and conditions also cover suppliers that provide operational and cloud services, including HelseID and helsenett connections to customers.

Norsk helsenett is reserved for members, partners and their suppliers. In order to integrate with services in the health network, an authorised representative from the supplier must accept the terms and conditions set out in this document. The terms and conditions apply in parallel with the membership terms and conditions for partners in Norsk helsenett, which must be signed by the supplier’s customer. The supplier has an independent obligation to comply with the supplier terms and conditions.

The supplier must be registered in the Brønnøysund Register Centre’s Register of Business Enterprises in order to use and/or integrate with services provided by Norsk helsenett.

These terms and conditions do not apply to suppliers listed in the tool directory (*verktøykatalogen*) on Helsenorge.no

3 Relationship between the supplier and members/partners

The supplier may only integrate with services in Norsk helsenett on behalf of members and partners. The supplier may prepare integration for a service in Norsk helsenett, but may not put it into production until an authorised representative of the member or partners has signed the membership agreement or terms and conditions for partners and accepted the necessary terms and conditions of use.

The supplier may only use the integration with the service in Norsk helsenett for services that are provided on behalf of the member or partner.

The supplier will be expected to have an active approach to the terms and conditions of use that apply to the services that the member or partner has signed up for. It is important that suppliers assist the member or partner in fulfilling the member or partner's obligations, as it is the supplier who will most often have insight into and actually carry out the integration with Norsk helsenett.

The supplier and member or partner must ensure that commercial deliveries are regulated through the necessary agreements, including a data processing agreement. The contractual relationship between the member and supplier falls outside the responsibility of Norsk helsenett.

The supplier terms and conditions shall also apply to partners' suppliers that are subject to/have signed the terms and conditions for partners in Norsk helsenett.

4 The supplier's responsibilities

4.1 Responsibility for information security

The supplier is responsible for information security in its operations and its own systems, and shall follow the Norwegian Code of Conduct for Information Security and Data Protection in the Health and Care Sector for Vendors (the Code).

Suppliers are obligated to offer products and services in accordance with the current version of the Code at all times and, upon request, shall provide Norsk helsenett with insight into the fulfilment of/compliance with the requirements

In addition to following the Code, the supplier has an independent responsibility to comply with all statutory requirements regarding information security and the processing of health and personal data in general.

The supplier shall have established a management system or internal control which describes the formalisation of how the supplier plans, implements, evaluates/verifies and corrects compliance with relevant regulations, requirements and agreements.

The supplier must comply with current technical requirements stipulated at all times by Norsk helsenett for access to solutions managed by Norsk helsenett. The supplier shall manage and update its solution in accordance with best practice.

Norsk helsenett reserves the right to assess whether systems with links to solutions that Norsk helsenett manages entail risk and may require such systems to be updated by a given deadline.

Norsk helsenett may require the supplier to make changes to its software, software library and third-party components if Norsk helsenett deems this necessary in order to achieve the necessary level of security for integration with solutions that are managed by Norsk helsenett. Such requirements shall be limited to integration components with respect to Norsk helsenett solutions and must be justified by a specific assessment of security needs.

Norsk helsenett will carry out these assessments for as long as the supplier provides its services in the health network.

Changes and updates shall be implemented in accordance with the deadlines stipulated by Norsk helsenett. The supplier's procedures and work processes must be updated as and when necessary.

Upon request or as and when required, the supplier shall confirm that requisite changes and updates have been implemented in accordance with the applicable requirements.

4.2 Integration and maintenance of interfaces/updates in connection with service integrations

The supplier shall comply with current integration requirements and established standards adopted by Norsk helsenett at all times.

In the event of changes to systems, the supplier shall ensure that this does not affect the performance or data quality of the national solutions. Among other things, this means that the supplier shall ensure that any errors introduced with such changes are corrected prior to production launch. If necessary, the change may undergo regression testing in a dialogue with Norsk helsenett.

Norsk helsenett will announce changes to the service via the applicable notification procedure in place at all times. Norsk helsenett shall be free to terminate versions of integration interfaces, including third-party APIs, no less than six months after a new version has become available, or by agreement in the case of an approved postponement. Norsk helsenett will have at least two versions running during the transition phase.

4.3 Testing and verification

To ensure that the supplier follows the current integration requirements and established standards at all times, the supplier shall be obligated to follow the testing and verification process established by Norsk helsenett, which assesses results and documentation prior to any connection in production. This includes a right for Norsk helsenett to conduct a code review of the supplier's solution, provided that the supplier holds the necessary legal rights to disclose the code. If the supplier does not have the right to disclose the code, acceptance of an alternative method for testing the solution shall be at the discretion of Norsk helsenett. The supplier shall be able to propose alternative verification methods, such as third-party security audits, if direct disclosure is not possible or appropriate.

Norsk helsenett reserves the right to require changes to be made to the supplier's solution prior to production launch.

The supplier shall be responsible for ensuring the quality of its own solution, including changes that affect functionality and integration with services in the health network. If a supplier makes significant changes to how their own systems interact with services in the health network (pattern of use), the supplier shall notify Norsk helsenett and undergo a further quality assurance and code review.

Code reviews shall generally be restricted to code relevant to the integration with Norsk helsenett solutions and shall be restricted to what is necessary in order to verify security and functionality.

When communicating with one of Norsk helsenett's production environments, it is not permitted to use test patients/fictitious patients in order to test the solution, or to record information in the solution for test or training purposes. All recording of data in production must be linked to a real treatment situation. Tests must always be performed in a test environment, and only synthetic data may be used in a test environment. In collaboration with the customer, the supplier shall ensure that tests are performed in separate testing environments.

4.4 Notification of incidents and incident management

The supplier shall notify Norsk helsenett via the appropriate contact person if it is discovered that:

- systems or system components that are integrated with services in the health network have been compromised or have detected a significant information security risk.
- a personal data breach is suspected as having occurred.
- unscheduled interruptions or reductions in service quality or situations that could lead to reduced quality or performance of services in the health network.
- other serious faults or incidents in own systems.

The supplier shall also be responsible for having a staffed point of contact who can be contacted by Norsk helsenett in the event of incidents and incident management. Norsk helsenett's operations centre is staffed 24/7 and has procedures in place for notification and incident management.

4.6 Crisis and emergency response plans

The supplier shall have the necessary crisis and emergency response plans in place for systems associated with services in the health network.

5 Collaboration concerning testing

Norsk helsenett offers suppliers the opportunity to participate in the testing of new functionality and the development of new services in the health network. Invitations to participate in testing will be issued in a dialogue with the supplier market on open collaborative forums. Norsk helsenett practises the equal treatment of suppliers.

Testing can be conducted in stages, and a separate cooperation agreement may be entered into concerning testing as and when necessary.

When participating in testing, the supplier must take into account that the service is under development and undergoing testing. The solution, support materials and processes, etc. will be developed/updated on an ongoing basis during the agreement period.

The supplier terms and conditions apply to research collaborations insofar as they are applicable. The supplier accepts that Norsk helsenett shall not be held liable for any direct or indirect losses incurred by the supplier. This shall include, but is not limited to, losses relating to the loss of funding, performance, uptime, scalability, progress, scope and quality.

6 Contacts

6.1 Norsk helsenett

Contact point at Norsk helsenett for all enquiries regarding services in the health network:

- Telephone: +47 24 20 00 00
- Email: kundesenter@nhn.no

Norsk helsenett does not offer first-line support concerning the use of solutions and administration systems supplied by the health enterprise's supplier. Support concerning the supplier's solutions and administration systems shall be agreed between the supplier and health enterprises, including when user interface solutions supplied by Norsk helsenett are fully integrated in the patient record system (EPJ).

6.2 Suppliers

The supplier shall be responsible for keeping information about points of contact within its own organisation correct and up-to-date. Updated information must be communicated to the contact point at Norsk helsenett. Of particular importance is the safety and integration manager (technical manager), as this point of contact can be used for handling technical matters and safety matters and in the event of error situations linked to the supplier's integrations with the solutions that are managed by Norsk helsenett.

7 Responsibility for data

Norsk helsenett may perform the role of data controller or data processor in respect of personal data that is processed in the services in the health network.

A supplier will generally only process personal data in the role of data processor and in accordance with the instructions of a data controller enterprise. Exceptions to the general rule concerning data responsibility may be stipulated in regulations or decisions, but shall not affect the supplier's obligation to sign the supplier terms and conditions.

The supplier shall ensure that the member's organisation number or other unique enterprise identifier is always provided in connection with the use of services offered by Norsk helsenett SF. This requirement shall apply regardless of whether one or more enterprises use the same supplier and have a common system.

The supplier shall be required to enter into a data processing agreement with the member. Neither Norsk helsenett nor the supplier shall act as data processor for the other on the basis of these terms and conditions.

8 Confidentiality

The confidentiality provisions of the Norwegian Public Administration Act (*forvaltningsloven*) shall apply to the parties and any subcontractors and third parties. In addition, any party that processes health data in personal health data filing systems used for therapeutic purposes pursuant to the Personal Health Data Filing Systems Act (*pasientjournalloven*) and/or in a health data filing system pursuant to the Personal Health Data Filing System Act (*helseregisterloven*) shall be subject to a duty of confidentiality pursuant to Section 21 et seq. of the Health Personnel Act (*helsepersonelloven*). Others who gain access to or knowledge of health data from a health data filing system used for therapeutic purposes or health data filing system shall be subject to the same duty of confidentiality.

The parties shall take the necessary precautions to prevent unauthorised persons from gaining access to or becoming familiar with confidential material or information.

The duty of confidentiality shall continue to apply after termination of the services. Employees and others who resign from their position with one of the parties or its subcontractors shall also be required to maintain the confidentiality of information regarding matters referred to above after their resignation.

9 Access to information and auditing

Norsk Helsenett shall have the right to audit and verify the supplier's compliance with the terms and conditions, including that the integrations with the national e-health solutions comply with current requirements and specifications. Audits shall be based on supervisory reports from public supervisory authorities and audits conducted either by the organisation itself or with the aid of third

parties, as well as completed certifications. Audits shall be conducted in a way that minimises any interference with general operations and service delivery.

Audits shall be a suitable means for confirming or refuting to Norsk Helsenett that the terms and conditions of use are being complied with. If an audit reveals that the terms and conditions are not being complied with, the supplier shall be obligated to amend the service in such a way that the terms and conditions are met. In such a case, the supplier shall be obligated to reimburse Norsk Helsenett's costs attributable to performance of the audit. Audits and any financial claims shall be proportionate and predictable for the supplier.

10 Costs

The supplier must cover its own costs attributable to integration with services in the health network and provide the necessary expertise, including for testing and maintenance of the integration.

11 Breaches and sanctions

In the event of a breach of the parties' obligations, efforts must be made to find a solution between the parties so that the integration and other deliveries under these terms and conditions can be safeguarded as anticipated. The supplier shall be obligated to notify and rectify the breach without undue delay.

11.1 Deactivation of the supplier's integration with services in the health network

In the event of justifiable suspicion or confirmation of the occurrence of a breach of the Code or other terms and conditions for integration with services in the health network, Norsk helsenett shall be entitled to implement the necessary security measures in order to limit adverse effects for other operators in the health network.

This will be especially relevant in the event of confirmed security breaches in connection with critical vulnerabilities where Norsk helsenett will be able to implement necessary measures.

Decisions concerning measures or deactivation shall be made by Norsk helsenett. Norsk helsenett will conduct a specific and discretionary overall assessment. The assessment must weigh safety considerations against considerations relating to life and health. In cases where there is a risk to life and health, an assessment shall always be made as to whether the enterprise should retain its access to notification services.

The supplier accepts that Norsk helsenett may refuse to permit integration of the supplier's operations with the services in the health network until the situation has been rectified, or permanently if the supplier repeatedly fails to comply after being notified of necessary measures and/or possible deactivation.

Processes for changes and incident management are described on the Norsk helsenett website.

11.2 Compensation

Breaches or errors in connection with services in the health network shall not provide a basis for claims for compensation or reimbursement, except in the event of gross negligence or wilful intent.

Breaches on the part of the supplier shall provide a basis for claims for compensation from Norsk helsenett if the breach is not rectified within a reasonable period of time and has caused Norsk helsenett to incur direct costs.

No claim may be put forward for reimbursement for indirect losses.

Norsk helsenett's liability for errors committed by one of its suppliers shall under all circumstances be limited to the amount that Norsk helsenett receives from the supplier as compensation for the organisation's losses in each individual case.

Force majeure may be considered to constitute grounds for the parties' exemption from liability.

In the event of a breach on the part of a government supplier, any questions relating to compensation shall be managed in the same way as disputes; cf. Clause 15.

12 Amendments to the terms and conditions

Norsk helsenett shall have the right to unilaterally amend these terms and conditions. The applicable terms and conditions are published on Norsk helsenett's website at all times.

Norsk helsenett shall announce material changes to these terms and conditions and give the supplier reasonable notice to comply with the changes. 'Material changes' means changes to the roles, responsibilities, tasks or obligations of the parties.

13 Assignment

Norsk helsenett may wholly or partly assign its rights and obligations under these terms and conditions to another Norwegian public enterprise or publicly owned company that is entitled to similar terms and conditions.

The supplier shall not be entitled to assign its rights and obligations under these terms and conditions. This shall not apply to the assignment of rights and obligations between government enterprises.

14 Termination

The supplier may terminate these terms and conditions after giving one month's written notice.

15 Disputes

In the event of disagreement between the parties concerning the interpretation or legal implications of these terms and conditions, the parties shall first attempt to reach agreement through negotiation and/or mediation.

The rights and obligations of the parties under these terms and conditions shall be interpreted and supplemented in accordance with Norwegian law.

The address of Norsk helsenett's head office shall determine the choice of legal venue in the event of court proceedings concerning disputes.

In the event of a dispute between Norsk helsenett and government suppliers, the parties shall initially seek to resolve the dispute at the lowest level possible and as expediently as possible. In the event that agreement cannot be reached, the matter shall be resolved by the ministries involved.