

Changes in Norsk helsenett Supplier Terms – Version 1.0 to Version 2.0

Effective from April 1, 2026

What has changed:

1. Helsenettet

1. Clarification that Helsenettet is reserved for members, partners, and their suppliers. This clarification is applied consistently throughout version 2.0.
2. *Partners* have been introduced as a new designation and refer to organizations that collaborate closely with the health sector. They do not themselves provide healthcare services or maintain health registries but exchange health data in interaction with members in order to carry out their own statutory responsibilities or assist healthcare organizations with their tasks.

2. Background for the supplier terms and which suppliers the terms apply to

1. The term *healthcare organization* has been replaced with *members*. The term *health administration* has been replaced with *partners*.
2. A clarification has been added stating that the supplier terms also apply to suppliers of partners who are subject to the terms for partners.

3. The relationship between the supplier and members of Norsk helsenett

1. The chapter title now includes partners.
2. It has been clarified that suppliers may only integrate with services in Norsk helsenett on behalf of members.

4. The supplier's responsibilities

4.1 Responsibility for information security

1. A clarification has been added that requirements for the supplier to make changes are limited to integration of components connected to Norsk helsenett solutions, and such requirements must be justified based on a specific assessment of security needs.

4.3 Testing and verification

1. Added that the supplier may propose alternative verification methods, such as third-party security audits, if direct access is not possible or appropriate.
2. Clarification that code reviews will generally be limited to code relevant to the integration with Norsk helsenett solutions and restricted to what is necessary to verify security and functionality.

4.4 Multi-tenants

1. The requirements are now incorporated into how Norsk helsenett requires that each individual data controller must be visible to Norsk helsenett when the service is used (on behalf of a member/healthcare organization or partner) in Chapter 7.

4.5 Notification of incidents and incident management

1. Added that the operations center is staffed around the clock (24/7).

6. Contact points

6.1 At Norsk helsenett

1. A sentence has been added clarifying that Norsk helsenett does not provide first-line support or support for suppliers' solutions, and that such arrangements must be agreed directly between the supplier and healthcare organizations.

7. Data responsibility

1. In the second paragraph, "can only" has been changed to "will as a general rule".
2. A statement has been added clarifying that exceptions to the general rule on data responsibility may follow from regulation or decisions but will not change the supplier's obligation to sign the supplier terms.
3. Paragraph 3 has been added, stating that the supplier must ensure that the organization it acts on behalf of is logged in the services made available by Norsk helsenett in the Helsenettet. This requirement applies regardless of whether one or multiple organizations use the same system.
4. Paragraph 4 – Removed wording stating that the healthcare organization on whose behalf the supplier processes personal data must be logged in processing activities.

9. Access to information and audits

1. Added that audits and any financial claims must be proportionate and predictable for the supplier.

11. Breach and sanctions

11.1 Deactivation of the supplier's integration with services in Norsk helsenett

1. Added that in cases involving risk to life and health, it must always be considered whether the organization should nevertheless retain access to messaging services.

11.2 Compensation

1. Added that **force majeure** may be considered as grounds for exemption from liability for compensation. If a breach occurs on the part of a government supplier, questions regarding compensation shall be handled in the same manner as disputes, cf. section 15.

13. Transfer

1. Added that transfer is possible when rights and obligations are transferred between public sector entities.

15. Disputes

1. Added that in case of disagreement between Norsk helsenett and government suppliers, the parties as a first step, must attempt to resolve the disagreement at the lowest possible level and as quickly as possible. If no agreement is reached, the relevant ministries will decide the matter.