



OFFSHORE  
QUALIFIC

**Magnet JQS and common audits**

**Special terms**

**Operators**



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## 1. Definitions and Abbreviations

In addition to definitions and abbreviations in the General terms, the following shall apply to the Agreement with regards to the Services covered by these Special terms:

Term	Definition
Company Super User	User from a given User organisation with extended privileges and duties related to the Magnet JQS Service. For details refer to section 8.1.
Human Rights audit network	A group of User organisations utilizing the human rights audit types within the Magnet JQS Service.
Supplier	A Supplier (as defined in the General terms) that uses the Service for providing assessments related to own qualification as Supplier.

## 2. Service

### 2.1 Description

Magnet JQS and common audits (hereafter called "Service") is a supplier register and a service for qualification of Suppliers.

The Service allows:

- (i) Suppliers to register and assess own organisation.
- (ii) User organisations to source, screen, qualify and monitor both existing and potential suppliers in accordance with their respective qualification and procurement requirements.
- (iii) User organisations to collaborate on common audit programmes, utilize framework agreements for audit services and share audit data.

The following common audit services are included:

- OMS audits
- Security audits
- Common audit of Helicopter operators

For more detailed descriptions of the Service see [www.offshorequalific.no/magnetjqs](http://www.offshorequalific.no/magnetjqs).

### 2.2 Access management

Privileges and access rights are controlled by the Company Super user.

### 2.3 Support

Refer to description of the Service's support at [www.offshorequalific.no/magnetjqs](http://www.offshorequalific.no/magnetjqs).

## 2.4 Service level

### 2.4.1 Availability

The goal is that the Service should be available at all times, except for during standard maintenance windows as described below or otherwise as set out in the General terms.

### 2.4.2 Standard Maintenance Window

Standard Maintenance Windows (planned maintenance) are used for carrying out technical and functional updates.

- Technical updates: Typically performed monthly, with the goal of not affecting the availability of the Service.
- Functional updates: Performed in relation to releasing new functionality in the Service. Maintenance notifications are published on the Service login-page and/or in e-mail to the Users minimum 7 days in advance.

## 2.5 Data management

### 2.5.1 Data sources

- 1) Company information available in the Service originates from following sources: Each individual User organisation.

Provides information limited to own organisation.

- 2) Creditsafe Norway AS

The Service passes on credit and business information from Creditsafe Norway AS.

Regarding content or quality of this information, whether expressed or implied, the information has been compiled from sources which Creditsafe Norway AS has deemed to be reliable at the time the material was compiled.

However, Creditsafe Norway AS cannot guarantee at any given time the reliability of the sources or the reliability and completeness of the information, and it is not possible to exclude the possibility that there may be errors or omissions in the information. Information providing details of companies based outside Norway is provided on a subject to availability basis and may not always be available, and the countries from which information is available may vary.

Creditsafe Norway AS information included in the Service is not intended to represent the sole basis for the User organisation's business decision. It is the User organisation's responsibility to make an overall assessment of the basis that the User organisation itself deems to be sufficient for its business decision. On this basis, Creditsafe Norway AS nor Offshore Norge accepts no liability of any kind for the economic result of the use of the credit and business information or for any loss incurred due to the User organisation's reliance on and/or use of the information.

- 3) Trusted Third party news sources

Provides relevant company news.

- 4) Audit providers

- Provides published audit reports.
- Sources for parsed information are specified within the Service user interface.

### 2.5.2 Data sharing principles

All information populated into the Service, regardless of source, is available for all User organisations enrolled into the Service, with following exceptions:

- Verification process results (reports and actions plans) will by default only be available for Operators and requestor.

## 3. Service fees

The Services are offered to User organisations on a cost-plus pricing model. The cost component is based on Offshore Qualific's annual budget estimates of costs and income from sales of other User Organisations access to Magnet JQS.

Price element A: Magnet JQS

Price element B: Common audit services

The annual price is set per Production licence on the NCS (factpages.sodir.no) and User organisations pay a fee that is set according to number of Production licences per 1st January. Annual price per production licence is calculated based on the total number of User Organisations Production licences. Additionally, the terms in the General terms section 4 – "Service fees" applies.

## 4. Processing of personal data

The terms in the General terms and the specific Magnet JQS Privacy Policy applies.

## 5. Security

The terms in the General terms section 6 – "Security" applies.

## 6. Termination

Terms in the General terms section 8 – "Termination" applies, with following additions and amendments:

- Upon subscribing to the Service, the subscription period run from 1 January to 31 December, and is annually renewed automatically for a new year.
- The User organisation may terminate its Service subscription by giving Offshore Qualific a written notice no later than 30th September each year, with effect from the following 1st January.
- Upon termination the User organisation will be set to an "Inactive" state
- With respect to clause 8.6 in the General terms (data deletion or retention), data will be retained as the Service acts as an archive solution.

## 7. Offshore Qualific's additional obligations

Terms in the General terms section 13 – "Offshore Qualific's general obligations" applies with following additions:

- None

## 8. User organisation's additional obligations

Terms in the General terms section 14 – "User organisation's general obligations" applies with following additions:

## 8.1 Company Super User

Each User organisation must appoint and maintain a Company Super User, acting as the User organisation's overall Service administrator. These responsibilities include:

- Being responsible for the company's administration of users and content in the Service
- Having the authority to act as main contact towards Offshore Qualific concerning the User organisation's use of the Service.

## 8.2 The User organisation's use of data from the Service

The User organisation must not sell, transfer, lease, distribute, commercially exploit or otherwise make any information obtained via the Service available to, or to be used to the benefit of, a third party. The User organisation is also not permitted to include information such as credit and business information in any product or service that the User organisation is providing its customers.

## 8.3 Use of credit information

The User organisation accepts that credit information concerning own organisation are made available for other User organisations allowing the Service to fulfil its purpose as described in article 2.1.

## 9. Governance

As a User Organisation, you may participate in the Service's governance, in accordance with Offshore Qualific's at all times applicable governance model.

## 10. Additional provisions

None