

General terms and conditions for service agreements

1. Areas of applicability

These general terms and conditions apply to service agreements concluded by Stockholm University.

2. Performance of service

The supplier should perform the service with care, comply with laws and government regulations, and observe good practice, ethical standards, general advice, etc.

3. Compensation

Compensation is specified excluding VAT. Stockholm University will not pay any fees or expenses beyond those specified in the agreement.

4. Invoicing and payment

Stockholm University will only pay by invoice from the supplier. Invoices should be issued electronically (Svefaktura) on a monthly basis for work performed, or on acceptance of delivery if such has been agreed upon. The final invoice should be issued within three months of work completion. Any claims presented in a different manner do not qualify for payment.

An invoice should include information about:

- a) the nature, scope, and period of the performed service,
- b) compensation,
- c) partial or final invoice,
- d) contact persons at Stockholm University and the supplier,
- e) Stockholm University's registration number,
- f) the supplier's company, address and bank, and
- g) the supplier's corporate identification number and VAT identification number.

Billing fees and similar costs may not be charged.

Stockholm University will pay the invoice within 30 days of receipt. Interest will be paid on late payments in accordance with applicable laws, except in cases where the invoice does not meet the requirements set out by law, the contract or these general terms and conditions, or when the invoice was issued to the wrong address.

Payment of an invoice does not mean that Stockholm University has abdicated the right to lodge a complaint, suspend or cancel the agreement, or claim damages.

5. Checks

When it comes to invoices relating to compensation based on hourly or daily rates and expenses, the supplier must be able to provide documentation of hours to support the claims upon request.

6. Mixed delivery

Delivery of goods is included in the agreed price for the service. If no delivery date has been agreed upon, the delivery should take place within a reasonable period of time, and so that the service can be completed in a timely manner.

7. Subcontractors and personnel

The supplier may not hire a subcontractor to perform any part of the services.

Any subcontractor that is part of the agreement may not be replaced. The supplier is responsible for the subcontractor's work as if it were their own work. Any costs for replacing the contractor's personnel or subcontractor should be paid by the supplier.

8. Confidentiality

The agreement is subject to confidentiality, non-disclosure, and non-use provisions under the current Public Access to Information and Secrecy Act. The supplier is obliged to comply with these regulations and maintain confidentiality in accordance with good industry practice. The supplier must ensure that its employees and subcontractors (where applicable) comply with regulations and industry practice, and provide confidentiality agreements for them on request.

9. Security

The supplier's personnel may only occupy those parts of Stockholm University's premises where the service will be performed, and must comply with the University's security regulations.

10. Conflict of interest

If a circumstance arises that may lead to a conflict of interest for the supplier in relation to Stockholm University, the supplier must notify Stockholm University in writing immediately.

11. Marketing

The supplier may not use Stockholm University for marketing purposes.

12. Defective service

The service is defective if:

- a) the service or the result does not meet the contractual requirements,
- b) the result differs from information about the service that is generally available or has been provided by the supplier, or
- c) the supplier has failed to inform Stockholm University about a circumstance that might lead to a worse result than the University has had reason to expect.

In the event of defective service, Stockholm University has the right to withhold payment and demand the supplier remedy the problem. The supplier must compensate the University for any damages incurred as a result of the defective service.

13. Delivery

The service should be performed at Stockholm University, Frescati, Stockholm. The service is considered to be completed upon written approval by Stockholm University.

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14. Delay

The commencement and delivery of any part of the service after the agreed time constitutes a delay, unless the delay is solely due to circumstances on the part of Stockholm University or force majeure (Section 20).

Stockholm University has the right to withhold payment and demand immediate delivery. The supplier must compensate the University for any damages incurred as a result of delay.

15. Ownership and intellectual property rights

Ownership and intellectual property rights to the result of the service and/or the delivery of goods should, without limitation or compensation, be awarded to Stockholm University. Before issuing the final invoice, the supplier should submit all material and documentation to Stockholm University. The supplier is responsible for ensuring that the service is performed without infringing on the rights of a third party and that the University obtains full usage rights.

16. Insurance

The supplier should have a customary liability insurance that covers any damages that may occur (at a minimum of SEK 10 million per damage occurrence) and should, on request, submit a copy of the valid insurance to Stockholm University.

17. Cancellation

Stockholm University may, with 30 days' notice, cancel parts of the service that have not yet been performed. In the event of cancellation, the supplier is entitled to compensation for work performed and costs incurred, as well as reasonable compensation for the cancelled work, but is obliged to limit its costs. The supplier's right to compensation is limited to claims presented in writing within two months after cancellation, and for values corresponding to a maximum of 15 working days, calculated as the average of previous billing per working day.

18. Termination of agreement

Either party has the right to terminate the agreement with immediate effect, and is entitled to damages, if the other party has

- a) broken the law,
- b) committed a substantial violation of the terms of the agreement,
- c) repeatedly failed to comply with the terms of the agreement, even if each breach is not substantial, or
- d) been found not to comply with rules against discrimination by a court or other government agency.

In addition, Stockholm University has the right to cancel the agreement if the other party or its representative is late with paying taxes or social fees, declares bankruptcy, initiates arrangement proceedings, enters into liquidation, can be presumed insolvent, is under reconstruction, has

participated in criminal activity, has been involved in bribery, fraud or money laundering, or has not resolved its own conflict of interest.

19. Transfer of agreement

Neither party has the right to transfer this agreement or any rights under this agreement to a third party.

20. Grounds for release from obligations

A party should be released from its obligations under the agreement and these general terms for as long as, and to the extent that, fulfilment of the obligations is prevented or unreasonably hampered due to events that could not have been foreseen, or the effects of which could not have been avoided. Such events beyond the control of a party include labour disputes not caused by the party, natural disasters, war, mobilisation, acts of terrorism, and riots. An event that affects a subcontractor only constitutes grounds for release from obligations if there is no other subcontractor and the supplier is unable to fulfil the obligations.

A party is obliged to notify the other party immediately about the grounds for release from obligations and when the obligations are expected to be fulfilled, as well as to fulfil the obligations as soon as there are no longer any grounds for release.

If the contracted supplier invokes grounds for release from obligations, Stockholm University has the right to hire another supplier without penalty and, after two months of delay due to grounds for release, terminate the agreement with immediate effect.

21. Disputes

Any disputes concerning the interpretation and/or application of the agreement and these general terms and conditions must be tried by a Swedish general court in accordance with Swedish law.

22. Validity, changes, and additions

Applicable parts of the agreement and these general terms and conditions (e.g. sections 8, 11, 15, and 20 of the terms) continue to apply after the service has been completed. Any changes and additions to the agreement and these general terms and conditions must be made in writing and signed by all parties in order to be valid.
