

1. Scope

These general conditions apply to contracts for services. If the contract means that the party that is to provide a service is also to supply goods, and if the supply of goods represents the major part of the Supplier's obligation, the Government Offices' General Conditions for Goods are to be applied.

2. Performance of the service

The Supplier is to perform the service with due care, observe the law or other statutes including authority regulations and other respects follow ethical standards and good practice. Authorities' general advice or equivalent documents are to be taken into consideration.

Any tasks of a formal nature, such as processing matters certification of invoices, is to be performed in accordance with the Government Offices' internal rules and routines.

3. Scope of remuneration

The remuneration is specified exclusive of value added tax.

The Government Offices will not pay any fees or costs beyond those explicitly specified in the contract.

However, the Supplier does have the right to compensation for travel and/or accommodation expenses after obtaining special written consent from the Government Offices.

If the parties have reached a written agreement that the Supplier is to have the right to compensation as stated in the previous paragraph, such compensation is to be paid in accordance with the regulations that apply for Government Offices employees.

4. Payment and invoicing

The Government Offices pays invoices on a monthly basis in arrears.

The Government Offices only makes payment when an invoice is presented. The invoice is to include the following:

1. nature and scope of the work performed during the period of time specified on the invoice;
2. whether the invoice represents partial or final payment;
3. the Government Offices' contact person and cost centre (numerical);
4. the Government Offices' contract number, reference number and ARS number (when these have been specified); and
5. the Supplier's VAT registration number.

Invoices are paid no later than 30 days after being received by the Government Offices. Work performed is invoiced on a monthly basis following the performance of the work specified on the invoice.

The final invoice must have been received by the Government Offices no later than three months after the service has been completed. Demands made at a later date do not entail the right to compensation.

No invoicing charges or equivalent may be charged. Reminder fees may be charged.

Penalty interest may be charged in accordance with the Interest Act (1975:635). However, penalty interest will not be paid for invoices that, according to law or this agreement, are incomplete or incorrectly addressed.

Payment of invoices does not in itself mean that the Government Offices has refrained from claiming compensation for delayed or defective services.

5. Controls

If remuneration is made in the form of an hourly or a daily fee, the Supplier must, upon request, be able to confirm the invoice by means of time registration or accounting.

The Government Offices has the right to request copies of vouchers and other accounting material for the costs for which the Supplier has invoiced.

6. If the contract also covers supply of goods

Unless the parties have agreed otherwise, delivery is to be included in the price agreed. Delivery must be made at the time

or within the time frame specified in the contract. If no delivery time has been agreed, the goods must be delivered within a reasonable time following purchase or suborder.

Delivery must not be made earlier than agreed in the contract without the approval of the Government Offices.

7. Sub-contractors and personnel

The Supplier may not employ a sub-contractor or personnel other than its own for the performance of all or part of the service without prior written approval from the Government Offices. When conducting an assessment of a sub-contractor, the Government Offices is entitled to obtain written information equivalent to that provided about the Supplier and the Supplier's personnel.

When a sub-contractor or parties other than the Supplier's personnel are used, it is the responsibility of the Supplier to ensure that all the Supplier's commitments under this contract are fulfilled by the party actually performing the service.

When the Government Offices and the Supplier have agreed that specific personnel are to be used to perform a service, that personnel may not be replaced without the Government Offices' written consent. The Supplier is responsible for expenses and time involved in changing personnel.

8. Professional confidentiality

The Supplier may not disclose information to which the Supplier has gained access when performing the service without the written consent of the Government Offices. The same applies to information that the Supplier has compiled on behalf of the Government Offices.

The Supplier is to inform employees of this duty of confidentiality. The Government Offices has the right to request that employees confirm in writing that they have been informed of their duty of confidentiality.

Professional confidentiality applies even after the service has been completed and the contract has ceased to apply.

Professional confidentiality does not apply if there exists an obligation by law or other statute for the Supplier to disclose information. Nor does professional confidentiality apply concerning information that is common knowledge.

9. Security

When on the Government Offices' premises, the Supplier's personnel must comply with the existing regulations regarding security at the Government Offices.

The Supplier's personnel may only be present on premises within the Government Offices where such presence is necessary for the performance of the service. The Government Offices may consider personnel found on other premises unsuitable to perform the service.

The Supplier accepts that the Government Offices may carry out record checks, in accordance with the Protective Security Act (1996:627), of the personnel used for the service. The Supplier must change the personnel if the check warrants such action. The Supplier and the personnel concerned must provide the consent required for register checks to be carried out.

10. Conflict of interests

The Supplier must report to the Government Offices, in writing and without delay, any circumstances that may give rise to a conflict of interests or similar for the Supplier.

11. Use of the Government Offices for marketing purposes

The Supplier does not have the right to use the Government Offices' name for marketing purposes without first obtaining the written consent of the Government Offices. This provision applies even when the contract has otherwise ceased to apply.

12. Defects in the service

The service is considered defective if:

1. the service or the result of the service does not meet the requirements set in the contract or the suborder concerning the service or the result of the service;
2. the result deviates from information relevant to evaluating the service's nature or suitability that can be assumed

to have had an influence on the contract and which was provided by the Supplier in connection with entering into the contract or otherwise in marketing; or

3. the Supplier has otherwise neglected, before entering into the contract, to inform the Government Offices of a matter concerning the service's nature or suitability that the Supplier knew about or should have known about and which the Supplier realised or should have realised was of importance to the Government Offices.

In the event of defects on the part of the Supplier, the Government Offices may withhold payment that has not yet been made. In addition, the Government Offices may demand that the Supplier rectify the defect. The Government Offices may also demand a discount. The Supplier must compensate the Government Offices for direct damages that the Government Offices has suffered as a result of defects on the part of the Supplier.

13. Delay on the part of the Supplier

A delay on the part of the Supplier has occurred if all or part of the service, without the Government Offices in any way being at fault, has not been performed within the agreed time frame or, if no time frame has been agreed, within the time that is reasonable with particular consideration to what is normal for a service of a similar nature and scope.

A delay on the part of the Supplier has also occurred if the Supplier does not observe an agreed time for initiating the service or for the progression of the work.

In the event of a delay on the part of the Supplier, the Government Offices may withhold payment that has not yet been made. In addition, the Government Offices may demand that the Supplier perform the service. The Supplier must compensate the Government Offices for direct damages that the Government Offices has suffered as a result of a delay on the part of the Supplier.

14. Ownership and intellectual property rights

Ownership, copyright and any other intellectual property rights to material produced in connection with the performance of the service is to be the sole property of the Government Offices, except as limited under the conditions of Section 3 of the Act on Copyright in Literary and Artistic Works (1960:729).

After performing and completing the service, the Supplier is to hand over the material produced for the service to the Government Offices, unless otherwise agreed.

The Supplier is responsible for ensuring that material delivered does not infringe upon anyone else's rights and that the Government Offices can use the material produced freely, without limitations or restrictions.

The agreement reached by the parties regarding rights as stated above remains in force even after the contract has ceased to apply in other respects.

15. Cancellation of the contract

A party has the right to cancel the contract if:

1. the other party disregards terms in the contract that are of major importance to the opposite party, or
2. the other party violates the terms of the contract on repeated occasions, even if each single violation is not of major importance.

If one party cancels the contract in accordance with this point, the other party is obliged to compensate the direct damages incurred by the cancelling party as a result of the cancellation.

16. Termination of the contract in certain cases

The Government Offices has the right to terminate the contract with immediate effect if:

1. the Supplier is in arrears with payment of taxes or fees to the state or to a municipality, is declared bankrupt, initiates composition proceedings, goes into liquidation or can otherwise be assumed to have become insolvent;

2. a court of law or other government authority finds in a judgment or a decision that the Supplier has not complied with the Discrimination Act (2008:567);
3. the Supplier otherwise acts in such a manner that it would be objectionable in the eyes of the public for the Government Offices to fulfil the contract; or
4. the Supplier breaches the contract on repeated occasions.

If the Government Offices cancels the contract in accordance with this point, the other party is obliged to compensate the direct damages suffered by the Government Offices as a result of the cancellation.

17. Transfer of the contract

Neither party has the right to transfer this contract, or rights or responsibilities under this contract, to a third party without the advance written approval of the other party. This also applies to a transfer of the right to invoice.

18. Changes to the contract

Changes and additions to this contract are to be made in writing and must be signed by both parties to be valid.

19. Grounds for exemption

A party shall be exempt from fulfilling its obligations under the contract if such fulfilment is hindered or unreasonably impeded as a result of events beyond the control of the party, and if it was not possible to foresee the event at the time of concluding the contract and if its consequences could not reasonably have been avoided or overcome.

Among those events considered to be beyond the control of the party are labour disputes, natural disaster, fire, war, mobilisation, unforeseen large-scale military call-ups, terrorist action, requisition, confiscation, uprisings and riots if the party or a sub-contractor to the party, in or outside Sweden, is affected by the event. Labour disputes due to failure by the party to comply with rules and principles in force or otherwise currently in practice on the labour market are not to be considered events beyond the control of the party.

If there are grounds for exemption due to an event affecting a sub-contractor, the party is required to use a different sub-contractor where possible.

A party is required to immediately inform the other party in writing should any such event occur that hinders or unreasonably impedes that party's performance of contractual obligations. A party must inform the other party of an estimated date of performance. During the period that grounds for exemption exist, the Government Offices has the right to contact another supplier. The party concerned is obliged to immediately perform contractual undertakings when the circumstances causing the grounds for exemption no longer exist.

If either party has invoked grounds for exemption and such grounds have existed for more than two months, either party may make a written request for the immediate cancellation of the contract.

20. Disputes

Disputes regarding the application or interpretation of this contract and the legal circumstances connected with it are to be subject to a hearing and final ruling in a Swedish general court of law, applying Swedish law, with the exception of its conflict of laws rules. This provision applies even when the contract has ceased to apply.

