Contract – \*\*\*Services, state name of direct procurement\*\*\*

partIES TO THE CONTRACT

|  |  |
| --- | --- |
| Buyer | Seller |
| Lund University  Box 117  221 00 LUND | Supplier AB  Address |
| Org. no  202100-3211 | Org. no  XXXXXX-XXXX |

CONTACT PERSONs FOR THE CONTRACT

|  |  |
| --- | --- |
| Buyer | Seller |
| Contact person  First name Surname | Contact person  First name Surname |
| Email  firstname.surname@xx.lu.se | Email  firstname.surname@supplier.se |
| Telephone  +46 46-XX XX XX | Telephone  +46 XX-XX XX XX |

*\*\*\* Instructions: The contract is to be adapted to requirements. Some points/text sections can be removed, and others can be added. Remember to change your own text to normal if italics come up when you write. Most of the text in italics be removed, as it is only explanatory text. \*\*\**

# Contract period

*\*\*\* Instructions: Here, you describe the start and end date of the assignment, however for no longer than four years if it is a framework agreement. It is important to include this in the contract. It may also be advisable to include how the time is to be divided up during the contract period for the assignment. \*\*\**

*Example:*This contract applies as from \*\*\*YYYYMMDD\*\*\* and up to and including \*\*\* YYYYMMDD \*\*\*. Thereafter, the Buyer has the right to extend the contract by a further \*\*\*XXX\*\*\* years. At the end of the contract period, the contract ceases to apply without a preceding termination.

# The assignment and its scope

The scope of the service is stated below or by the specification enclosed with this contract.

*\*\*\* Instructions: Here, you describe in brief what is to be purchased, the same as that requested in the invitation to tender.*

# *Example:* The assignment consists of training staff in project management. \*\*\*

*\*\*\* Instructions: It is advisable to state other aspects that are appropriate as bullet points.*

*The service also includes*: \*\*\*

# Execution of the assignment

The Seller must carry out their obligation with the proficiency, speed and care that the Buyer has reason to expect of a professional provider in the sector.

# Amount for payment

The price is stated in \*\*\*SEK\*\*\* excluding VAT. The price is to include all associated costs for the service such as payroll expense surcharges, compensation in lieu of annual leave, travel, travel time, accommodation, administrative costs, invoicing fees, insurance etc.

The price is based on the requirements and terms of contract stated in the invitation to tender.

The Buyer accepts no other extra costs than those stipulated in the contract.

Any changes to services or additional services are to be tendered in a separate procedure. These services are paid according to a running account only in the case of a special written contract.

## Price

*\*\*\* Instructions: Here, you state the costs included in the assignment.*

*Example:*Fees are paid according to time spent.  
Hourly price: SEK XX per hour \*\*\*

## Price adjustment

*\*\*\* Instructions: Here, you state whether any price adjustments are to be allowed. You determine whether you are going to allow price adjustments or whether the prices are to be fixed throughout the contract period.*

*Example:*The prices are fixed for twenty four (24) months from the start of the contract (*alternatively* previously approved adjustment). Thereafter, price adjustment is to be according to below.

Requests for a price adjustment are to contain a well-documented basis for the change in cost. \*\*\*

# Call-offs and orders

*\*\*\* Instructions: Here, you are to describe what the procedure will be for call-offs/orders and who is authorised to make call-offs/orders.*

*Example 1:*Ordering is to be done in connection with the signing of an contract.

*Example 2:*Ordering/subordering is to be done according to ongoing needs. \*\*\*

# Invoicing and payment terms

# Invoicing

Invoices are to be submitted electronically. The Seller is to also to comply with all other provisions regarding invoicing at [www.lu.se/leverantör](http://www.lu.se/leverantör).

Otherwise, the Buyer reserves the right to withhold the whole amount or parts thereof.

The invoice is to indicate the due date.

Invoicing is to be carried out once the delivery has been completed.

# Payment terms

Payment is in arrears against a correct invoice with thirty (30) days net. Corresponding provisions apply for agreed partial deliveries.

Invoicing and administrative fees or similar are not approved.

Suppliers within the European Union (EU), with the exception of Sweden, submit information for Lund University’s Intrastat reporting in the invoice.

Consolidated invoices are not accepted.

The Seller is not to transfer invoicing to a third party without the Buyer’s written approval.

Payment of the invoice does not mean that the Buyer has approved the delivery. If there is a reason for complaint regarding the invoice, Lund University reserves the right to withhold the whole payment or parts thereof and the right to claim back already completed payments.

# 6.3 Penalty interest

If the Buyer does not pay the invoice at the right time, penalty interest is incurred according to the provisions of the Interest Act.

# Inadequacies in performance of the service

In the case of an inadequacy or deficiency in the performance of the assignment, the Buyer is to immediately inform the seller in writing. An inadequacy or deficiency in the assignment is to be considered as present if the results deviate from what the Seller has pledged or marketed and what the buyer could justifiably assume from the assignment description and what has otherwise been agreed. The Seller shall in the first instance be given the opportunity to remedy the situation. If the Seller does not remedy the inadequacy in a way that is satisfactory to the Buyer, this is to be deemed as the Seller significantly disregarding their obligations.

# Quality

The Seller is responsible for ensuring that the services delivered to the Buyer comply with relevant laws, industry practice, the tender and invitation to tender. The Seller is otherwise to carry out their obligation with the proficiency, speed and care that the Buyer has reason to expect from a professional provider within the industry.

# Responsibility/insurance

The Seller is responsible for all damage that may arise due to the assignment. The Seller undertakes for the entire period of the assignment to maintain the necessary insurance cover for their obligation.

# Confidentiality

The Seller undertakes not to utilise confidential information for any purpose other than the execution of the assignment. Such information may not be disclosed to a third party without the written consent of the Buyer. This also applies after the assignment has ceased.

# Staff

If the Seller wishes to replace staff for the execution of the assignment, this is to be approved in writing in advance by the Buyer. In such a case, the Seller may only replace designated staff with staff who possess equivalent expertise and experience.

If circumstances arise that mean the Seller can no longer fulfil agreed obligations in this regard, this is to be considered to constitute such a significant deficiency that it warrants the right for the Buyer to discontinue the assignment without liability to pay compensation to the Seller.

The Buyer has the right to request that the Seller is to replace staff who, according to the Buyer, lack expertise or the ability to cooperate.

# Subcontractors

The Seller is responsible for subcontractors’ work as for their own. The Seller may not engage another party to perform part of the assignment without the written consent of the Buyer.

# Transfer of contract

This contract may not be transferred to another physical or legal entity without the written consent of the Buyer.

# Changes or additions to this contract

Any changes or additions to this contract are to be approved in writing by the parties.

# Settlement of disputes

Disputes between the Buyer and the Seller in connection with this contract are in the first instance to be resolved between the parties and in the second instance by a Swedish general court in the Buyer’s local area.

# Early termination

Each party has the right to terminate the contract with immediate effect if the project is interrupted or if one of the parties significantly disregards its obligations.

# Grounds for exemption/force majeure

A party is exempted from penalties for failure to fulfil certain obligations in accordance with this contract if the failure is due to circumstances that are beyond the party’s control, and which obstruct the fulfilment of the obligations. As soon as the obstruction has ceased, the obligation is to be fulfilled in the agreed way. The grounds for exemption are to include conflagration, war, mobilisation or unforeseen military call-ups on a corresponding scale, requisition, confiscation, currency restrictions, insurrection or rioting, scarcity of means of transport, general scarcity of goods, restrictions in matters of motive power, contractual conflict in the labour market and delay of deliveries from subcontractors, if the delay is due to such circumstances referred to in this point. The proviso relating to contractual conflict in the labour market is not to be considered as grounds for exemption if a party is themselves the subject or instigator of such a conflict.

# Right to produced material

*\*\*\* Instructions: If you have an assignment in which material is to be produced, it may be advisable to include the sentence below. Otherwise, you can remove it.*

Lund University owns the material after the assignment has been completed. *\*\*\**

# Statistics

The Seller undertakes during the contract period to provide statistics free of charge on the request of the Buyer.

The Seller is to provide statistics at the latest 10 working days after the request.

# Environmental requirements

*\*\*\* Instructions: State any environmental requirements, if applicable. \*\*\**

# EU sanctions against Russia and Belarus

If the Seller is covered by one of the EU’s sanctions against Russia and Belarus, the Buyer has the right to terminate the contract with immediate effect.

# Ranking of documents

The contract documents complement each other. The documents below apply to this contract.

If the contract documents should be shown to be contradictory in some respect what applies between the documents, unless the circumstances clearly warrant otherwise, is the following order:

* written changes and additions to this document
* this contract with appendices
* any clarification of the invitation to tender
* invitation to tender with appendices
* any clarification of the tender
* tender with appendices

The information in the tender that has not been requested in the invitation to tender does not apply as content of the contract, unless there is a written contract that it is to apply.

This contract has been drawn up in two identical copies of which the parties have received one each. A binding contract exists once both parties have signed this contract.

Signatures of the authorised signatories:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City / date City / date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer’s signature Seller’s signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name in capital letters Name in capital letters

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Title