

The Swedish Environmental Protection Agency's General Terms and Conditions for Engagements (NVAV 19.1E)

These general terms and conditions are primarily intended to be used for consultancy services, but can also be used, where considered applicable, in other contexts where services are carried out for the Swedish Environmental Protection Agency (the "Agency").

1. Execution of the engagement

1.1 The supplier shall carry out the services in the manner stipulated in these terms and conditions, unless otherwise agreed, and in accordance with other contractual documents.

The supplier and those services which are carried out shall fulfill the mandatory requirements set in the procurement documents, and the fulfilled "should" requirements according to the tender.

The engagement shall be executed in a professional manner and with due care. In its execution, the necessary number of people shall be used who have sufficient training, expertise and experience for the task/each sub-task.

1.2 The supplier considers the engagement to be sufficiently described and is agreed as to what is required for its execution.

1.3 The supplier may not undertake other engagements during the period of the engagement which may result in it representing interests that make it unfit to manage the current engagement. The Agency shall immediately be informed if such a situation arises during the engagement, or if there is a risk that this may arise. The supplier may not receive remuneration in connection to the engagement in any form other than from the Agency.

1.4 The parties shall keep one another notified of facts likely to be relevant to the engagement. The supplier shall promptly notify the Agency of work which is required but not part of the engagement. Notification in the event of a delay is regulated in section 3.2. The supplier shall, if the Agency so requests, report in accordance with the Agency's directions.

1.5 Relevant environmental factors shall be taken into account during the execution of each task. The minimum environmental impact and the maximum environmentally-friendly profile shall always be sought. The Agency's environmental policy may hereby serve as a benchmark. Environmentally certified paper shall be chosen and reports etc. shall be printed double-sided. Travel shall limit negative environmental effects as much as possible and shall be carried out in a way which is cost and time-effective. Trains and local public transport should be used as much as possible to this end. Prior to making contact with the Agency for a travel agreement, the supplier shall carefully consider if it is possible to replace travel with technology for distance communication. Such technology shall then be used as long as it is not inappropriate in the relevant situation.

1.6 The supplier shall ensure continuity in the tasks which are received and shall take charge of opportunities for rationalization which can lower costs for the Agency.

1.7 The Agency's internal steering documents and other documents shall be applied if this is specifically agreed upon within the framework for this agreement. The supplier hereby confirms that the documents in question have been received. The same applies for any other instruments and support which the Agency uses in its activities.

1.8 The Agency shall give the supplier access to the premises, the information and the supporting documentation which is required for the execution of the engagement and shall otherwise carry out any agreed measures.

1.9 Each party shall appoint no more than two contact persons, whose names shall be provided in the agreement. These people shall represent the parties in ongoing questions connected to the agreement. The contact persons are not authorized by this agreement to decide on questions of changes and additions to the agreement according to section 16. Changes of contact persons

shall be notified in writing as soon as possible to the other party.

2. Supplier – subcontractor

2.1 The supplier has the right to substitute the persons named in the agreement who shall work with the engagement after written consent from the Agency. A pre-condition for a substitution is that the new persons have the equivalent expertise within the relevant field as the persons which they replace, and that the execution of the engagement is not prejudiced by the substitution.

2.2 The supplier has the right to employ subcontractors for the execution of the engagement or certain parts thereof after written permission from the Agency. The conditions in section 2.1 also apply to this section.

2.3 The supplier is obliged to substitute the employed person or employ a subcontractor without delay if the Agency requests this and has reasonable grounds for its request. Such grounds may be that, in the Agency's judgement, such persons lack the necessary expertise, there is a lack of cooperation or the engagement is not executed in the manner regulated in the description of the engagement, the time schedule or elsewhere in the agreement.

2.4 The supplier is responsible for costs and timescales in the event of a change of the provider and in the event of the employment of a subcontractor, and for them being informed of the engagement. These measures do not constitute a basis for changing the agreed terms.

2.5 The supplier is liable for its own and its subcontractor's engagements. The supplier shall also ensure that the terms of this agreement and other terms for the engagement are enforceable against the subcontractor, or to other providers in the event of a substitution.

3. Times – delays

3.1 The engagement shall be completed no later than the agreed date of delivery/reporting date. The supplier shall follow the time schedule drawn up.

The engagement is completed when it is finally reported in the agreed state at the agreed date for delivery/final reporting, and is approved by the Agency.

3.2 If a party anticipates that a delay may occur or modifications to the time schedule, the party shall immediately notify the other party in writing of this and provide reasons for the delay or modification. In the event of a delay on the supplier's side, the supplier shall at the same time set out when and how the work is estimated to follow the time schedule again or, failing this, when delivery can take place. In the event of delay by the Agency, the Agency shall state if there is a need to modify the time schedule.

If the delay, not caused by the Agency, is longer than one week, the supplier shall additionally notify the Agency in writing of how and when the work is estimated to follow the time schedule again. Such notification shall be provided two times a week, with intervening two working days, until the time schedule is followed again, unless the Agency permits a deviation from this in writing. Such permission may be amended by the Agency. Remuneration shall not be paid for the supplier's extra work in this regard.

3.3 Only parties who have given notification under section 3.2 may rely on the circumstances which have caused the delay, unless the other party realized or should have realized that this would affect the time schedule. If the supplier fails to notify without delay, the Agency has the right to compensation for harm which could have been avoided if notification had been given on time.

3.4 The supplier has the right to a necessary time extension

if it is prevented from fulfilling the engagement due to circumstances which depend on the Agency. In such case this circumstance shall specifically be provided in the time extension documentation. Otherwise the deficient fulfillment of the engagement will be deemed to have been caused by the supplier. The time extension shall be made through a written amendment to the agreement according to section 17.

If the Agency requests that the time schedule is changed, the supplier has the right to reasonable compensation for verified costs that it has incurred. This does not apply, however, if the request is due to a delay caused by the supplier.

3.5 If the delay is due to the supplier or a circumstance on the supplier's side, the Agency has the right to penalty payments, regardless of whether harm has been caused or not. This also applies if the time schedule has been revised due to such a delay. The calculation of time shall then be based on the original time schedule. The right to penalty payments applies in the event of exceeding the decided time for the execution of parts of the engagement if this has been specifically agreed upon. Penalties shall be paid at 1% of the agreed fees for each commenced seven-day period (calendar days) which the delay covers, unless otherwise specifically agreed. In the event of engagements which are carried out on a running account basis or on a running account basis with a price cap, the penalties shall be calculated in an equivalent manner on the total invoiced amount. Penalties shall, however, not amount to more than 15% of the above-mentioned amount, i.e. the fixed fee or the invoiced amount. The amount is calculated excluding VAT.

The Agency has the right to deduct accrued penalty payments from the supplier's remuneration. The supplier shall, upon a written request from the Agency, deduct the penalty payments prior to invoicing. Such a deduction shall be stated on the invoice. If the deduction has not been made in the invoice, the supplier is obliged, if requested by the Agency, to send a credit note for the penalty amount before payment takes place.

Penalty payments do not exclude the Agency's right to a price deduction under section 9.2 or damages under section 9.3, however they shall be set off against such price deduction or damages.

3.6 The Agency's right to penalty payments is forfeited if a claim for compensation is not made within 3 months of the engagement having been completed or otherwise terminated. This does not apply, however, to penalty payment according to separate anti-discrimination rules, in the event of entering such agreement.

4. Remuneration

4.1 Remuneration for the engagement shall be paid as a fixed price, on a running account basis, or on a running account basis with a price cap. The parties have stipulated in this agreement which form of remuneration shall apply. The remuneration is provided excluding VAT. The supplier is responsible for employee taxes (sw. *personalskatter*), employer taxes (sw. *arbetsgivaravgifter*), holiday remuneration (sw. *semesterersättning*) and similar.

4.2 For engagements carried out on a running account basis, fees shall be based on the reported time involved for the execution of the engagement.

For engagements carried out on a running account basis with a price cap, the supplier shall not charge fees in excess of the provided price cap.

4.3 A fixed price means the fee which shall be paid for the execution of the engagement, irrespective of the supplier's time involved to execute the engagement.

4.4 For engagements executed on a running account basis with a price cap or a fixed price, the following shall apply. If the Agency requests a limitation or in any other way a change of the engagement, and the supplier can then demonstrate that this will mean an increase of costs for him/her, a new price cap or fixed price shall be agreed if the supplier so requests. The agreement shall be made in accordance with section 16. The same applies for extra work which the Agency has caused through fault or omission, or if the supplier identifies a need of work which is

not covered by the engagement.

The supplier shall in these cases take the initiative for negotiations through a written notification to the Agency before the chargeable work is carried out. In the absence of agreement in accordance with the previous paragraph, the supplier does not have the right to further remuneration or the right to change the agreed terms.

4.5 In the event of a fixed price, disbursements and other costs shall not be separately remunerated. With other forms of remuneration, disbursements shall only be remunerated if the agreed and verified costs are necessary for the execution of the engagement and if the Agency has approved the disbursements.

Remuneration for overtime, on-call duty and readiness to work, as well as for unsocial working hours shall only be paid if the parties have specifically agreed on this in the agreement.

4.6 If the engagement is paid on a running account basis, the supplier has the right to remuneration according to the National Tax Agency's (sw. *Skatteverket*) notification of allowances for expenses and other remuneration for travel, agreed in writing in advance with the Agency, and for verified travel costs.

4.7 In addition to what is stipulated above, there is no remuneration obligation placed on the Agency.

5. Invoicing and payment

5.1 Remuneration shall be invoiced and paid when the engagement has been completed and the results have been supplied to and approved by the Agency. In the event of an engagement which is estimated to exceed three months, a specific agreement may be made in the agreement on interim payments. Interim payments may be paid no more than once a month for executed and reported work, together with verified costs and disbursements which are approved by the Agency.

5.2 Payment shall only be made after invoicing. The invoice shall clearly identify what it relates to, specifying what goods/services have been delivered, price per unit and total amount of units, invoice amount, invoiced VAT and the period that the invoice refers to. Each invoice shall have a unique serial number and include the supplier's bank details, tax card and unique identification number. It shall also be stated whether the invoice relates to final payment.

The invoice shall be marked with the name of the contact person, the agreement's case number and cost-centre number (4 digits, starting with "3"). In the case of incorrect or incomplete invoices, the Agency has the right to demand a correcting invoice and that the supplier sends a new invoice with correct and complete information. The Agency has the right to make necessary checks to ensure that the performance set out in the invoice corresponds the work performed.

Invoices for consultant services shall also include information regarding time for the execution of the engagement, nature and extent of work carried out during the relevant period, generated costs during the same period and other compensation mutually agreed upon in writing. If the engagement has been carried out under a running account or a running account with price ceiling, the number of hours per day and hourly rate for each person working on the engagement shall also be stated.

Invoices shall be sent electronically and according to the Swedish state's current standard, at present PEPOL BIS Billing 3, which is compatible with the European Standard for electronic invoicing, EN 16931. If the supplier does not have the possibility to send invoices in this format, a cost-free supplier center is available to use after agreement with the Agency. The Agency also has the ability to receive electronic invoices in other formats, such as SFTI Svfaktura 1.0, which can be agreed upon under special agreement.

5.3 The supplier shall, after the engagement has been completed, submit a final invoice to the Agency with all residual demands regarding the engagement. The Agency's payment of such final invoice means that the supplier loses the right to further remuneration for its execution of the finally invoiced

work. At the same time, the working materials produced and documented during the period in question, other than that which has been submitted on an ongoing basis, will be submitted to the Agency.

5.4 Payment shall take place 30 days after receipt of an approved invoice. Payment does not imply that the work has been approved.

5.5 The supplier has the right to receive interest for delays according to legislation if the Agency does not pay on time. Such interest shall be settled by way of a demand by the supplier.

5.6 The supplier and its employees shall work as contractors of the Agency, and the agreement does not mean that an employment relationship shall arise between the supplier's employees and the Agency. The supplier is therefore responsible for taxes, social security payments and other costs associated with the employment of the people. Should the Agency be obligated by law to pay taxes and/or social security payments on the remuneration which shall be paid to the supplier, the supplier shall compensate the Agency for such fees. If possible, such fees shall be deducted from the supplier's remuneration. Current provision applies even after the end of the agreement.

5.7 Terms and conditions which are set out in the invoice but which are not covered by this agreement are not binding on the Agency. Invoicing fees and other similar fees which are not regulated in the agreement shall therefore not be paid.

5.8 If the supplier has employed a subcontractor, the subcontractor may not submit invoices directly to the Agency.

6. Right to the results

6.1 The Agency shall, unless otherwise agreed in this agreement, receive a full and unrestricted right of ownership and copyright over the results of the engagement. Under this agreement "results" means all work and all materials, including documentation, which the supplier has produced specifically for the Agency within the scope of this agreement. The transfer of rights entails a right for the Agency to change and modify the results and to further transfer the rights to the results. The supplier does not have the right without the Agency's written approval to utilize the results in its continued operations. The supplier shall, against any subcontractor, make a reservation for the Agency's rights to the results.

6.2 The supplier may not publish or in another way utilize materials from investigations or results of work which belong to the Agency without the Agency's written consent. All such material shall be submitted to the Agency when it is no longer required, but no later than the end of the engagement. If the engagement is discontinued prematurely the provisions in 12.4 regarding the transfer and utilization of results shall apply.

6.3 The supplier guarantees that the whole or parts of the results do not infringe third parties' intellectual property rights, whether through possession, utilization, transfer or engagement. The supplier shall be of assistance, including the provision of supporting documentation and other information that the Agency may require, in case claims are made or actions are brought against the Agency due to such use. The supplier shall compensate the Agency for the compensation (including procedural costs) and damages which the Agency may be liable for as a result of a settlement or decision. In addition, the supplier shall compensate the Agency for its costs, including lawyers' fees, resulting from litigation with a third party. These provisions also apply after the end of the contract term.

6.4 Digitally produced materials which are included in the engagement shall be copied in their final form to an electronic medium chosen by the Agency, and the ownership rights for the copy shall transfer to the Agency.

6.5 The Agency's rights towards subcontractors under this section 6 are regulated in section 2.5.

7. Permissions

7.1 The supplier is responsible for all necessary permits, consents (for example for processing of personal data), exemptions and similar having been obtained which are required for

the execution of the engagement, unless otherwise agreed.

7.2 The supplier does not have the right to use the Agency's logo or similar in an advertising or marketing context without written consent from the Agency.

7.3 For data which is covered by the 'Geodata' cooperation (sw. *geodatasamverkan*), the Agency's license shall be used in the engagement. A special commitment between the Agency and the supplier shall be set up through the Agency before the commencement of the engagement in a form which is provided by the Agency.

8. Statistics

The supplier shall, provided that it is regulated in this agreement, submit statistics to the Agency with information regarding invoiced services for the period.

9. Responsibility for delays, faults or deficiencies

9.1 Should the supplier be deficient in its execution of the engagement or provides results which contain faults or deficiencies in connection to the agreed specifications, the supplier shall be obliged, after a complaint by the Agency, to rectify the same without unreasonable delay. The Agency has the right to determine the time for rectification. The rectification shall be made through the supplier fulfilling the engagement or correcting the fault or deficiency. Such work shall be part of the agreed remuneration. Should the rectification of deficiencies not been undertaken according to this section, the Agency has the right to by itself or by engagement of other parties remedy the deficiency or fault at the expense of the supplier.

9.2 If the supplier does not rectify the fault or deficiency under section 9.1 then the Agency shall have the right to a deduction of the agreed remuneration by an amount which can reasonably be considered to correspond to the fault or the deficiency.

9.3 The Agency also has the right to damages within the scope of the agreed limitation of liability in the following paragraph. The deduction of remuneration on the basis of fault or deficiency under section 9.2 shall be set off against such damages.

The Agency has the right to set off a deduction under section 9.2 and damages, against the supplier's remuneration. The provisions regarding the setting off of penalties in section 3.5 shall also apply.

The supplier is liable for harm which it causes the Agency or third parties to whom the Agency is responsible, if the damage is caused by fault or omission. The damages are limited to direct losses and to an amount per incident of fifty (50) times the price base amount according to the Social Insurance Code (sw. *socialförsäkringsbalken*) (2010:110). These limitations do not apply in the event of intent or gross negligence. The price base amount in this section refers to the price base amount in force at the time of the discovery of the harm. The limitation of liability in this section does not apply to price deductions, interest and penalty payments, as well as to damages regarding infringement of rights under section 6.3.

9.4 The Agency's right to penalty payments in the event of delay is stipulated in section 3.5 and the right to termination is stipulated in section 12.3.

9.5 The supplier's liability applies to faults or deficiencies which the Agency reports within three months of the Agency having noticed the fault or deficiency, however no later than one year after the date of delivery/date of final reporting.

9.6 The Agency's approval of the supplier's suggestions, measures or documentation does not affect the supplier's liability for such faults or deficiencies which could not obviously have been discovered by the Agency.

10. Insurance

The supplier shall take out liability insurance at its own cost during the period of the engagement at a level which corresponds to the agreed liability for damages under the second paragraph of section 9.3. On request of the Agency

the supplier shall supply copies of the applicable insurance letters.

11. Force majeure

If a party is prevented from fulfilling this agreement due to circumstances out of its control which the party could not reasonably have expected at the entering of the contract, and whose consequences could not reasonably have been avoided or overcome, or if the party's subcontractor has been prevented from fulfilling delivery due under the same grounds, this shall serve as a ground for relief which entails the postponement of the time for performance, and the release from penalties and other sanctions. This shall apply irrespective of whether the cause of the delay occurs before or after the agreed date of delivery.

In order for a party to have a right to claim a ground stipulated in the preceding paragraph the party shall immediately, as soon as it is aware of such circumstances which can be a ground for relief, notify the other party of this.

If the fulfillment of the agreement is prevented for longer than three months due to a ground in the first paragraph of this section, the parties have the right to give written notice of termination of the agreement. The supplier shall then be remunerated for work carried out, and for verified costs. Prior to payment, the supplier shall report and submit the results of the work carried out.

12. Advance termination of the agreement

12.1 The supplier has the right to terminate the agreement with immediate effect if the Agency has materially breached the agreement. The supplier shall then have the right to remuneration for the work carried out, and for close-down costs approved by the Agency.

12.2 The Agency has the right to cancel such parts of the engagement which have not been executed. Notification of this shall be made in writing in good time so as to minimize as much as possible the costs caused to the supplier. Remuneration shall then be paid for work carried out and approved by the Agency under the agreement, and for reasonable, necessary and verified costs approved by the Agency. The supplier shall immediately take measures to wind up the engagement at the least possible cost.

12.3 The Agency has the right in whole or in part to terminate the agreement with immediate effect and receive compensation for harm if the supplier:

- has materially breached the agreement or has mis-managed the engagement to a material extent,
- has breached the agreement to a not immaterial extent and has not rectified the same within two weeks after a written request from the Agency, unless otherwise specified in the agreement,
- after two reminders from the Agency, during two calendar weeks, has not fulfilled its obligation to notify in the event of delay according to paragraph 2 of section 3.2,
- delays final or part-delivery of the engagement, or is reasonably expected to be delayed, and the delay is material with reference to the harm which is caused to the Agency,
- becomes bankrupt, commences composition, cancels its payments, becomes the subject of corporate restructuring, has gone into liquidation, or can otherwise be considered to be insolvent,
- is adjudged to have breached environmental legislation in a judgement with legal effect, or
- does not fulfill its obligations regarding taxes, social security payments or other payment obligations.

The supplier has the right to the remuneration corresponding to what the work is worth to the Agency.

12.4 Termination shall take place in writing, and the cited grounds for termination shall be provided. Work carried out shall, immediately after the notification of termination is made, be accounted for and submitted to the Agency. These measures on the supplier's side are a pre-condition for remuneration being received. In the event of advance payment, the supplier is obligated to repay as soon as possible the part of the remuneration which the supplier does not have the right to under sections 12.1-12.3, as well as any deduction under paragraph 2 of section 3.5, section 5.6, section 9.2 or section 9.3. After the submission, the rights to the results of the engagement shall transfer to the Agency in the same way as if the engagement had been fulfilled.

12.5 The Agency has the right to immediately terminate the agreement in its entirety or partially if a court or government authority has made a decision which means that the agreement is considered invalid or otherwise prevents the Agency to make purchases or use the agreement. If the agreement terminates pursuant to this paragraph, no claim of liability can be made against the Agency pursuant to such termination.

13. Change of ownership

The supplier shall promptly notify the Agency in writing of any material change in the ownership of the supplier. Upon request the supplier shall provide the Agency with further information about the new ownership and the new owner's capability to carry out the engagement. The Agency has the right to terminate the engagement with immediate effect if there are reasonable grounds to assume the new owner will not be able to carry out the engagement according to the terms of the agreement. Such termination shall be submitted in writing within 30 days of the Agency being notified of the change in ownership.

14. Confidentiality

Information covered by confidentiality may not be disclosed or utilized by the supplier. Where appropriate, the supplier is obligated to inform itself about the implications of the Public Information and Secrecy Act's (sw. *offentlighets- och sekretesslagens*) (2009:400) provisions regarding documents' confidentiality and the duty of secrecy. The supplier shall inform the nominated person in the engagement and subcontractors about the applicable confidentiality and duty of secrecy. On request from the Agency the supplier shall demand a specific confidentiality commitment from these, provided by the Agency, before the work is commenced. This assurance shall be submitted in original form to the Agency. The supplier shall introduce equivalent provisions regarding confidentiality for the subcontractor. Confidentiality continues to apply when the agreement has otherwise ceased.

15. Processing of personal data

15.1 The Agency is the controller who determines the means and purposes for data processing. The supplier who processes personal data on the Agency's behalf is the data processor. Processing of personal data shall be carried out in accordance with applicable regulations. A personal data processing agreement may be concluded between the parties.

15.2 The data processor shall, inter alia, take appropriate technical and organizational measures to protect personal data in accordance with written instructions from the Agency and applicable regulations.

16. Modifications etc.

Amendments and additions to this agreement shall, in order to be valid, be made in the form of a written addition, which shall be signed by authorized representatives of the parties. This does not apply in the event of a change of the nominated persons in the agreement under section 2.1.

17. Written form

When a written form is required for certain measures in sections 2.1, 2.2, 3.2, 3.5 second paragraph, section 4.4 second paragraph, and section 4.6, this may be made via email. In other sections where a written form is required for certain measures, this shall instead be made in paper form, with the document being submitted via the postal service, courier or similar.

18. Assignment of the agreement

The agreement may not be assigned without the other party's written approval.

19. Disputes

Disputes regarding the interpretation or application of this agreement and the contractual documents, and the legal relationships connected thereto, shall be decided by the Swedish general courts in Stockholm.

Rights and obligations under this agreement shall be determined according to Swedish law, with exception for the conflict of law rules.

20. Language

In the event of a discrepancy between the English translation of these terms and conditions and the Swedish original, the Swedish language version shall prevail.