

## GENERAL TERMS AND CONDITIONS

### 1. Purpose and Scope

These General Terms and Conditions (General Terms) complements the Terms and Conditions of the Contract (Contract). Each General Term apply unless otherwise contradicted in the Contract.

### 2. Continuation of the Contract period

The Contract terms regarding Service, Spare parts and Warranty shall apply as long as the equipment is in use at Stockholm University.

If the supplier shall aid in the transfer of services to another supplier, the relevant Contract terms shall continue to apply until the aid is completed.

### 3. Compliance with current legislation

The supplier must comply with current legislation. If changes of the legislation occur during the contract period the Contract must be adjusted accordingly. Such changes are part of the Contract and shall not otherwise alter the rights and/ or responsibilities of the parties.

### 4. Development

All updates and/ or upgrades of software, and/ or replacements, that occur during the contract period after tendering, shall be included in the delivery.

All necessary changes of equipment that are a result of such updates and/ or upgrades and/ or replacements, shall be included in the delivery.

All updates and/ or upgrades of software, and/ or replacements, that effect the safety of Stockholm University's personnel shall be provided during at least 15 years from the installation.

Updates, upgrades and replacements as stated above, including necessary work for installation etc. are included in the price.

Updated, upgrades and/ or replacements must not affect stored information.

### 5. Documentation

Documentation shall be provided as stated in the Contract.

The supplier shall in addition to what is stated in the Contract provide documentation of the assignment upon request, during the contract period. The documentation must be provided in the form of Stockholm University's request, electronically or on paper.

The documentation must be in Swedish, or if agreed, in English. If documentation is given in English, Stockholm University has the right to request an explanation of the specific meaning of the content.

The documentation must be enough to ascertain that another supplier will be able to continue the assignment after the contract period without other special knowledge.

Stockholm University shall have the right to provide the documentation to other parties.

The documentation shall be included in the price and will not be compensated separately.

## **6. Training**

All training assignments shall include material. The training, including material, shall be provided by the tenderer in Swedish, or if agreed, in English.

The supplier shall in addition to what is stated in the Contract, provide training within the area of the assignment upon request. Such training will be compensated separately.

## **7. Personnel**

Stockholm University has the right to exchange all personnel provided by the supplier. The supplier shall provide substitutes with equal qualifications in case that one or more persons are not available, or is to be replaced. Stockholm University has the right to cancel remaining parts of the contract if and when the supplier cannot provide adequate personnel/ substitutes to fulfill the Contract in time.

Expenses for the exchange of personnel will not be compensated.

Stockholm University has the right to use it's own personnel, when possible.

## **8. Travel expenses etc.**

Travel expenses for travel within the Stockholm Region will not be reimbursed.

Travel expenses for travel without the Stockholm Region shall be agreed upon beforehand in writing. All costs must be proved by copies of e.g. receipts.

The supplier is obligated to travel at the most efficient and cost- effective manner. Cost for overnight stay will only be reimbursed when the stay is necessary for the assignment. Travel time may be compensated by half of the hourly rate.

Costs for overtime work and or on-call-service will not be reimbursed, unless beforehand agreed in writing.

## **9. Invoicing**

Invoices shall be sent as e-invoices to Stockholm University's e- commerce system, unless otherwise agreed.

The invoices shall be per order, with the exception of approved partial deliveries or residual deliveries, when multiple invoices may occur for the same order. Collective invoicing is not permitted.

Invoices shall be clear and easy to understand. They must contain information regarding the amount and type of goods/ service, and if applicable a reference to the order/ call-off. If and when the invoice includes consultancy hours it must also contain the name of the consultant, how many hours and which work that has been conducted.

The invoice shall include:

- The contract's identification number
- Name, registration number and address of the supplier
- Invoice date
- Invoice number
- Specification, what the invoice refers to and article number
- When the delivery occurred
- Supplier's VAT Registration Number
- VAT rate in %

- Amount to pay with and without VAT
  - Currency
  - Customer reference as below
- When the order originates from Stockholm University's e-commerce system, the order number. When the order regards a subscription: The subscription number.
  - When the order does not originate from Stockholm University's e-commerce system: the reference given in the order.

Order-, invoicing- and other fees are not permitted.

If the invoice does not comply with the above, Stockholm University will contact the supplier for corrections of the invoice.

Credit notes shall refer to the original invoice.

#### **10. Transferal of income tax**

All work that is conducted physically in Sweden is subject to income tax. This is regulated directly by the Swedish Tax Agency for any companies that has Swedish F-tax (svensk F-skattsedel). Any supplier can apply for Swedish F-tax, or of exception from taxation in a certain case.

A supplier that has Swedish F-tax, or a decision of exception regarding work conducted within this contract, shall promptly inform Stockholm University of this.

If the supplier has not shown Stockholm University that they have Swedish F-tax, or a decision of exception regarding the work conducted due to this contract, Stockholm University is obliged to transfer 30 percent of any invoice amount that regards work conducted physically in Sweden, to the Swedish Tax Agency. If and when an invoice does not state which parts of the work that has been conducted physically in Sweden, Stockholm University is obliged to transfer 30 percent of the total invoice amount directly to the Swedish Tax Agency. The transferred amount will be kept by the Swedish Tax Agency on behalf of the supplier, awaiting final taxation for the fiscal year.

#### **11. Transferal of invoicing rights**

The right of invoicing may not be transferred to another payee / factoring company without written permission from Stockholm University.

Requests for consent shall be sent to 'upphandling@su.se'.

Consent may be given only if deemed compatible with applicable regulations.

#### **12. Payment terms**

Payment terms are 30 days net from arrival date. Advance payment is not permitted. Part of invoice is not paid.

Final invoice must be made available to Stockholm University no later than three (3) months after completion of the assignment. Subsequent claims do not entail the right to compensation.

Payment of invoices does not entail that Stockholm University has approved the assignment. Payment of an invoice does not either exclude any rights to complaints. The same applies if an incorrect payment has been made by Stockholm University, and the supplier should have realized that the paid amount was incorrect.

In case of late payment caused by Stockholm University, interest on late payment is accepted according to interest rate law and law on compensation for collection costs, etc.

### **13. Follow-up**

The supplier is obliged to apply routines to ensure that the delivery fulfills all requirements and to ensure that this can be shown to Stockholm University upon request. The supplier is obliged to conduct the delivery in accordance with set levels of quality.

The follow-up services shall be included in the prices and the supplier will not be compensated separately for this.

### **14. Intellectual property rights**

Each party is responsible for ensuring adequate licenses and other rights to fulfill the party's obligations. The supplier must also ensure Stockholm University the right to use any and all of the supplier's systems as required in the Contract.

Stockholm University shall attain the ownership of the equipment stated in the Contract, together with an unlimited right to use all included software.

Stockholm University has a nonexclusive right to use the result of the supplier's work for the purpose stated in the Contract. Stockholm University has the right to modify and multiply the results for its own use, within the license agreement. These rights may be transferred to another party.

If a delivery includes a system and or program which is the property of a third party, the applicable terms for the license shall apply.

The supplier is responsible for ensuring that no infringement takes place in the third party's right in the performance of this agreement. If this happens, the supplier must keep Stockholm University harmless.

### **15. Confidentiality and handling of personal data**

Confidential information is any and all information, technical, commercial or other, with the exception of information that is generally and/ or publicly known otherwise than by a breach.

The conditions set in the Swedish Privacy Act (SFS 2009:400) shall be applicable for the supplier. The supplier, staff and subcontractors must not disclose any confidential information that they have access to as a result of the Contract. The secrecy shall be continuous and is not limited to the contract period.

The supplier must enter into a Confidentiality Agreement upon Stockholm University's request. The supplier must also ensure that relevant subcontractors enter into corresponding agreements.

Processing of personal data must only be conducted in accordance with the General Data Protection Regulation and in accordance with Swedish law. The supplier, and subcontractors, may only process any and all personal data on Stockholm University's behalf in accordance with written instructions.

The supplier must enter into the attached Personal data processing agreement upon request. The supplier must also ensure that relevant subcontractors enter into corresponding agreements.

The supplier must inform his staff and relevant subcontractors of the regulations and laws and to ensure that the obligations regarding confidentiality and processing of personal data are met. This obligation shall remain after the conclusion of the contract period, as far as the law permits.

The supplier must, as requested, return or erase all information and/ or data that is a result of the Contract.

## **16. Responsibility regarding personnel**

The supplier is the employer of any and all personnel and/ or consultants that perform work on the supplier's behalf to fulfill the Contract.

All personnel must be employed/ engaged in accordance with the legislation of the country of delivery.

The supplier is obliged to ensure that this obligation is also met by any subcontractors.

## **17. Liability**

Each party is responsible for any and all damages, except consequential damages, caused by intent or negligence.

Each party is also responsible for consequential damages when caused by intent or gross negligence.

A party is however not responsible for loss of data and other damage due to wrongful or missing information from the other party. This limitation does not apply when the damage is due to intent or gross negligence.

A party that suspects or has observed any damage must promptly inform the other party. Any and all claims due to damage must be submitted in writing within twelve months from the time when the damage was discovered, or should reasonably have been discovered, to be valid.

A party is obliged to take any reasonable actions to minimize the damage. If this is neglected the compensation for the damage shall be correspondingly adjusted.

The compensation for damage due to shortcomings in the delivery shall be adjusted for any deductions in price and or for fines.

Damage due to breach of the regulations regarding processing of personal data are regulated separately in the Personal data processing agreement.

## **18. Insurance**

The supplier shall maintain a liability insurance of at least 2 000 000 SEK for each damage.

The insurance must include both property and personal injuries.

## **19. Changes**

Significant changes in the basis for parts of, or the whole of, the Contract, which are due to circumstances of which Stockholm University has no control and which was not known when entering into the contract, shall entitle Stockholm University to cancel the remainder of applicable parts of the Contract without entitling the supplier to any compensation or damage.

Stockholm University has, in addition, the right to cancel parts of, or the whole of, an order/ call-off if and when the circumstances has been essentially altered.

The supplier is entitled to compensation for performed work and discounted costs if and when a part of the Contract or an order/ call-off has been cancelled.

Any result of work performed within the Contract shall be delivered, and any and all documents shall be returned or erased as Stockholm University's requests promptly, when Stockholm University has completed the payments for the conducted work and/ or other deliveries.

## **20. Remedies**

The supplier shall perform the delivery in accordance with the Contract. The delivery shall include any and all preventory and remedial maintenance to ensure fulfillment of the Contractual, including the General Terms, in accordance with best practice.

A delivery is deemed to faulty if and when any and all aspects of the delivery is not in compliance with the requisites of the Contract and/ or order/ call-off, and this is not due to any circumstance caused by Stockholm University.

The supplier is obligated to remedy any and all faults promptly, unless otherwise stipulated. If the fault is not remedied within a reasonable time, Stockholm University will set a final deadline for remediation. If the error has not been rectified at the end of the deadline, Stockholm University is entitled to rectify the fault at the supplier's expense or to cancel the delivery.

The supplier must conduct investigations and diagnostics regardless of if the supplier suspects, or has verified, that the problem is due to circumstances caused by Stockholm University.

Stockholm University is entitled to compensation for faults by corresponding deduction of prices and compensations for damages. Stockholm University is also entitled to compensation for administrative and other cost that are due to the fault. Such compensation shall be deducted from any penalties.

If and when the fault is significant to Stockholm University, and the supplier has or should have understood the significance, Stockholm University is entitled to cancellation, or termination, of the Contract.

## **21. Availability**

If and when the equipment and/ or system is not functional in excess of five (5) days during any twelve-month period of warranty and/ or service contract, the warranty and/or service contract period shall be prolonged with the corresponding amount of time, unless this is due to Stockholm University and/ or to that Stockholm University has failed to observe the agreed manner of complaints.

If and when the equipment and/ or system is not functional in excess of twenty (20) days during any twelve-month period of warranty, Stockholm University is entitled to cancel the order and/ or the relevant part of the Contract, unless this is due to Stockholm University and/ or to that Stockholm University has failed to observe the agreed manner of complaints.

If an order and/ or part of/ the Contract is cancelled due to this, all payments shall be returned to Stockholm University and the supplier must promptly arrange to collect the equipment and/ or uninstall the system at it's own cost.

## **22. Cancellation of contract**

Stockholm University is entitled to cancel remaining parts of the Contract immediately, or at the time of Stockholm University's choosing, if and when the supplier;

- has committed an essential breach of contract
- no longer fulfills the requirements for awarding of the Contract
- is subject to bankruptcy, liquidation and/ or other financial circumstances that endanger the fulfillment of the contract
- does not fulfill requirements set by legislation, e.g. payment of taxes, labor law, work environment.
- does not maintain necessary permits and/ or licenses and does not immediately remedy the situation as requested by Stockholm University.
- commits a non-negligible crime, that endangers the fulfillment of the requirements set in this contract for Security and/or Confidentiality and handling of personal data

- does not follow environmental and/ or quality standards as set in this contract.
- repeatedly does not fulfill SLA- levels and this has a non-negligible effect on Stockholm University's functions
- repeatedly submits faulty pricing
- encourages Stockholm University's personnel to submit orders by unauthorized direct procurement
- offer non-contractual personal benefits to Stockholm University's personnel,

Stockholm University is also entitled to cancel remaining parts of the Contract immediately, or at the time of Stockholm University's choosing, if and when a legal representative, or staff, of the supplier fulfills one or more of the requirements for exclusion set in LOU 13:1, and/ or is sentenced for discrimination.

Stockholm University is entitled to conduct any necessary actions to ensure that none of the above is applicable during the contract period. The supplier shall provide Stockholm University with the requested necessary information, documentation and or aid to ensure this. This does not entitle the supplier to any compensation.

If and when any of the circumstances above is applicable, and Stockholm University cancels remaining parts of the Contract due to this, Stockholm University is entitled to deduct the cost for replacing this contract from the supplier's compensation.

The supplier is entitled to cancel remaining parts of the contract if and when Stockholm University has committed an essential breach of contract. If and when this is applicable, and the supplier cancels remaining parts of the contract due to this, the supplier is entitled to compensation for work performed and discounted costs.

The supplier must, notwithstanding a forthcoming cancellation of remaining parts of the Contract, continue deliveries and or services as set in the Contract, and is entitled to compensation for performed deliveries and or services, as long as the Contract is valid. The Contract may however not be valid more than 18 months after that Stockholm University has informed the supplier of a forthcoming cancellation of remaining parts of the Contract.

Any and all work material and/ or information that has been utilized and/ or arisen as a result if the supplier's work, shall be returned to Stockholm University or erased upon Stockholm University's request.

Cancellation of remaining parts of the Contract must be submitted in writing to be valid.

### **23. Termination of agreement**

Stockholm University is the right to terminate the Contract if and when the supplier;

- has committed an essential breach of contract and does not remedy the breach within 30 days from Stockholm University's written request.
- repeatedly commits breaches of contract
- any essential shortcomings are still present after three such subsequent probationary periods, although no earlier than 90 days from the start of the first probationary period,
- the equipment and/ or system is not functional in excess of twenty days during any twelve-month period of warranty,
- no longer fulfills the requirements for awarding of the contract
- is subject to bankruptcy, liquidation and/ or other financial circumstances that endanger the fulfillment of the contract
- does not fulfill requirements set by legislation, e.g. payment of taxes, labor law, work environment. does not maintain necessary permits and/ or licenses and does not immediately remedy the situation as requested by Stockholm University
- commits a non-negligible crime, that endangers the fulfillment of the requirements set in this contract for Security, Confidentiality and/ or Processing of personal data
- repeatedly does not fulfill SLA- levels and this has a non-negligible effect on SU's functions.

- repeatedly submits faulty pricing
- encourages Stockholm University's personnel to submit orders by unauthorized direct procurement
- the Contract has not been awarded in compliance with the legislation by verdict of the European Court of Justice.

Stockholm University also has the right to terminate the Contract immediately, or at the time of Stockholm University's choosing, if and when a legal representative, or staff, of the supplier fulfills one or more of the requirements for exclusion set in LOU 13:1, and/ or is sentenced for discrimination.

Stockholm University is entitled to conduct any necessary actions to ensure that none of the above is applicable during the contract period. The supplier shall provide Stockholm University with the requested necessary information, documentation and or aid to ensure this. This does not entitle the supplier to any compensation.

If and when the Contract is terminated, all rights and responsibilities, deliveries, work and compensation as stated in this contract shall be returned and the Contract deemed as invalid.

If and when this is applicable, and Stockholm University terminates the agreement due to this, Stockholm University is entitled to direct damages.

The supplier is entitled to terminate the contract if and when Stockholm University has committed an essential breach of contract and this is not remedied within 30 days from the supplier's written request. If and when this is applicable, and the supplier terminates the contract due to this, the supplier is entitled to direct damages.

Termination of contract must be submitted in writing to be valid.

#### **24. Force majeure**

If a party is prevented from fulfilling his commitments by circumstance that a party could not reasonably have control of, such as war, fire, labor disputes, natural disaster, public service disruption, changed government regulation, change of constitution, government intervention, terrorism or other similar circumstance, as well as failure or delay in the delivery of subcontracting services due to these circumstances, shall constitute grounds for advancement of the date of performance and annulment of damages and other possible penalties.

A party who wishes to invoke an exemption under this paragraph is obliged to notify the other party without delay of the appearance thereof, as well as the expiry of the circumstance. A request for Force majeure must be submitted in writing to be valid. The request for Force majeure must also be submitted within reasonable time to be valid.

During the time when Force majeure delays and/ or prevents the fulfillment of contract, Stockholm University is entitled to arrange delivery from another supplier.

If the Contract cannot be fulfilled within two (2) months due to the above circumstance, the parties are entitled to withdraw from the agreement without incurring any liability.

#### **25. Transference**

The Contract cannot be transferred to another natural or legal person, in whole or in part, without the written consent of the other party.

The supplier cannot transfer any claims (including, for example damage claims) due to the Contract to any third party without Stockholm University's prior written permission.

#### **26. Public confidence**

The supplier must not conduct business and/ or activities that damages the public confidence in regard to the performance of the obligations in the Contract.

**27. Publication and marketing**

The supplier may not publish reports or other material or information that the supplier has obtained or taken part of through the Contract without the express written permission of Stockholm University. All publications and other information about the Contract to the media, etc., require the prior written approval of Stockholm University.

The supplier may not use Stockholm University's brand for marketing purposes without the express written permission of Stockholm University.

When publishing research results, Stockholm University has the right to include relevant information about the delivered products/ services.

**28. Applicable laws and disputes**

The Contract shall be interpreted and regulated in accordance with Swedish law.

Any disputes concerning the interpretation or application of the Contract and related matters shall be solved by mediation between the parties. If mediation is unsuccessful the dispute shall be tried by a Swedish court of law in Stockholm.

The supplier may not cancel or postpone the fulfillment of the agreed obligations with reference to a dispute procedure being initiated or underway.

The parties retain however the right to seek payment of undisputed claims.