

# Sida's General Conditions for Framework Agreements and Contracts

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## **1. Applicability**

Unless otherwise agreed by the Parties, these conditions shall be applicable to Sida's framework agreements and contracts.

## **2. Definitions**

“Country” refers to the country in which the Assignment shall primarily be carried out.

“Agreement” refers to the framework agreement or contract that arises through procurement.

“Accompanying family members” refer to accompanying spouse/partner/cohabitating partner and such children under the age of 19 for whom the employee has an obligation of support. “Cohabitating partner” refers to a person who lives with the employee under marriage-like circumstances.

## **3. Supplier's position**

The Supplier is independent with regard to Sida. No employment relationship between the Supplier or its employees and Sida arises through the Agreement.

Through the Agreement, the Supplier under no circumstances receives authorisation to bind Sida to a third party or to otherwise represent Sida in any context whatsoever unless explicitly stated by the Assignment, or otherwise explicitly stated by the Agreement.

## **4. Assignment**

### **4.1 Performance**

The Supplier shall carry out the Assignment in accordance with the Agreement. The Supplier shall carry out the Assignment with skill and care and in a professional manner.

The Supplier may not during the period of the Agreement conduct activities or have financial or other interests that can harm the confidence in the Supplier or its performance of the Assignment.

Unless otherwise agreed by the Parties, the Assignment includes obtaining the statements, approvals and permits required in order for the Assignment to be carried out in accordance with applicable statutes in the country or countries in which the Assignment shall be performed.

If the Supplier deems that the Assignment cannot be carried out within the agreed budget, time period or in another manner according to agreed conditions, the Supplier shall notify Sida of this without delay. The Supplier does not have the right to expanded remuneration without written agreement with Sida.

#### **4.2 Error rectification and price reductions**

Within 30 days of Sida's written request thereof, the Supplier shall rectify errors and deficiencies in the Assignment at its own expense.

If errors or deficiencies are not rectified within the aforementioned period of time, Sida is entitled to a reasonable price reduction. Sida's right to a price reduction does not take away Sida's right to demand compensation for damages or penalty or to cancel the Agreement or take other actions due to errors or deficiencies in the Assignment.

#### **4.3 Personnel**

The Supplier may not without Sida's prior written consent replace the personnel who are to carry out the Assignment according to the Agreement.

If a person that according to the Agreement is to carry out the Assignment or part thereof lacks the possibility of carrying out the Assignment or part thereof, such as due to illness, death or other reasons, the Supplier may replace this person with a new person, which Sida shall approve in writing. The replacement shall take place without delay and at no cost to Sida, with a person who has equivalent competence, suitability and experience.

If hired personnel, both at suppliers and subcontractors, do not have the right competence and/or perform the assignment unsatisfactorily, the Supplier shall, upon Sida's written request, replace them with other personnel that meet the requirements in the procurement and that Sida approves in writing. The Supplier shall work for the replacement to take place quickly. The replacement shall take place without delay and at no expense to Sida.

### **5. Subcontractors**

The Supplier may not engage subcontractors without Sida's prior written consent. If a subcontractor is engaged, the Supplier is responsible for the subcontractor's work as for its own. Unless otherwise agreed between the Parties, the Supplier shall be responsible for the payment to the subcontractor.

The Supplier pledges to agree on reservations for Sida's rights according to 9.3 below upon engaging subcontractors. The Supplier guarantees that the subcontractor possesses insurance pursuant to 7.4 below.

Unless otherwise agreed between the parties, the Supplier does not have the right to compensation for increased administrative expenses for engaging subcontractors.

## **6. Fees and reimbursable costs**

The fee shall be specified as the type of service that is to be performed, information on whether it is the Supplier or subcontractor that is to perform the Assignment or parts thereof, and the number of hours and hourly fee for the Supplier's personnel broken down by person.

Reimbursable expenses shall be specified by expense type. The Supplier only receives remuneration for time actually worked for persons stated in the Agreement and for expenses actually had. Expenses that are not explicitly reimbursable under the Agreement are not reimbursed, but are included in the fee.

The fee shall be calculated per whole hour worked. The Supplier may charge a maximum of eight hours per day and a maximum of 40 hours per week. For work based on weeks or months, one week shall correspond to 40 hours and one month to 160 hours. Insofar as the Parties have not agreed otherwise, the Supplier is not entitled to overtime pay.

The Supplier is not entitled to fees during travel time. Exceptions to this rule are in 13.3.

The Supplier is entitled to compensation for business travel within Sweden in accordance with the conditions that apply for civil servants in general (see Villkorsavtal in its wording applicable at all times). Unless otherwise agreed between the Parties, the Supplier is only entitled to compensation for the least expensive travel alternative and reasonable accommodation expenses.

## **7. Liability and Insurance**

### **7.1. Supplier's liability**

The Supplier is liable for damages caused to Sida by the Supplier or anyone the Supplier has engaged. The Supplier's liability is limited to direct damages insofar as the Supplier has not caused the damage through intent or gross negligence.

In relation to Sida, the Supplier is responsible for Sida's liability for damages towards a third party as a result of the Assignment. However, the Supplier is free from liability for damages if the Supplier can show that the Supplier could not prevent or limit the damage.

Insofar as the Supplier did not cause the damage through intent or gross negligence, the liability for damages is limited to the sum of the ceiling amount

for fees and the ceiling amount for reimbursable expenses for the Assignment. The limitation of the liability for damages shall be calculated without taking into account the Supplier's obligation to pay a delay penalty.

The limitations of liability do not apply if damage claims pertain to personal data processing according to 9.2 or infringement of another party's rights according to 9.3.

## **7.2. Sida's liability**

Sida is not liable for damages insofar as there is no intent or gross negligence. Sida is not liable for indirect losses, such as, but not limited to, unrealised profit.

## **7.3 Damages**

Claims for damages shall be presented in writing to the counter-party within six months after the damage is discovered, although no later than three years after the Agreement has ceased to apply. However, these time limits shall not apply in the event of intent or gross negligence.

## **7.4 Insurance**

The Supplier shall hold consultant liability insurance, which during the Agreement period shall be an amount that as a minimum corresponds to the agreed liability for damages (see 7.1). Upon Sida's request, the supplier shall provide proof that such liability insurance exists.

## **8. Penalty upon delay**

If the Assignment in its entirety or parts thereof are delayed, the Supplier shall, insofar as the delay is not due to something beyond the Supplier's control, pay a penalty of 1% of the sum of the ceiling amount for fees and the ceiling amount for reimbursable expenses for each commenced week that the Assignment is delayed. Penalty can amount to a maximum of 15% of the sum of the ceiling amounts.

Demand for penalty shall be presented in writing to the Supplier within six months of the delay occurring.

The Supplier's obligation to pay penalty does not take away Sida's right to demand compensation for damages or take other actions due to the delay.

## **9. General provisions**

### **9.1 Duty to inform**

The Parties shall immediately inform each other in writing of events or situations that can give rise to changes or delays in the performance of the commitments agreed between the Parties.

### **9.2 Confidentiality, information security and personal data**

The Supplier undertakes to comply with the Swedish Public Access to Information and Secrecy Act (2009:400) in applicable parts.

The Supplier also undertakes to comply with other rules for information processing pronounced by Sida.

Sida is the personal data controller for the processing of personal data within the authority. If the Supplier's provision of the services includes the processing of personal data, the Supplier shall comply with the General Data Protection Regulation (EU) 2016/679 and other statutory provisions regarding personal data processing applicable at all times. If processing is done on behalf of Sida, the Supplier is Sida's personal data processor. A written personal data processor agreement between Sida and the Supplier shall in such a case be prepared before processing with instructions on how the processing may be done and what information security requirements apply.

### **9.3 Intellectual property, etc.**

Unless otherwise agreed between the Parties,, Sida has ownership of all work and results that the Supplier has developed in connection with the performance of the Assignment (hereafter called the Results). Ownership does not cover development tools or methods used in performing the Assignment and owned by the Supplier or a third party. All copyrights, patent rights and other intellectual property rights attributable to the Results go to Sida. Sida has the right to freely make changes to, adapt and transfer the Results.

The Supplier does not have the right to use the Results without prior written agreement with Sida.

The Supplier is responsible for the Results not violating another party's rights (e.g. copyrights, patent rights, trademarks, etc.). The Supplier shall compensate Sida for damages and other costs incurred by Sida through claims due to infringement of another party's rights. This provision also applies after the Agreement otherwise has ceased to apply.

If a third party lodges a claim against Sida due to infringement of its rights, Sida shall immediately notify the Supplier of the claim.

Technical documentation that belongs to Sida or to a third party, which has been handed over to the Supplier by Sida, remains the property of Sida or the third party, respectively.

#### **9.4 Documentation**

The Supplier shall store and document materials and other relevant information regarding the Assignment in an adequate manner.

#### **9.5 Evaluation**

Sida has a right to conduct evaluations, audits or other follow-ups of the Assignment. The Supplier undertakes to cooperate in such evaluations or follow-ups during and after the Assignment has been fulfilled.

#### **9.6 Assignment of rights and obligations**

The Supplier may not assign its rights or obligations under the Agreement without Sida's written consent.

#### **9.7 Communications**

All communications between the Parties shall be considered to have reached the recipient

- a) if it has been delivered personally or by courier, the same day that it was handed over to the recipient,
- b) if it is sent by e-mail, after the recipient has confirmed in writing the receipt by e-mail or in another manner,
- c) if it is sent by letter, the day after dispatch.

If a change of address occurs, the Parties shall immediately and in writing inform each other thereof.

A request according to 4.2 (error rectification and price reduction), claim according to 7.3 (damages), claim according to 8 (penalty upon delay), notice of termination according to 10.1 and cancellation according to 10.2 shall always be sent by letter.

#### **9.8 Corruption and other irregularities**

The Supplier shall actively work to prevent corruption and other irregularities within and in connection with the Assignment.

Corruption and other irregularities refer to all kinds of:

- a) corruption, including bribes, nepotism, illegal gifts and other forms of abuse of trust, power and position in order to obtain undue advantages,
- b) misappropriation of cash, equipment or other kinds of assets,

- c) forged documents (financial or non-financial),
- d) and all other kinds of use of project or core business funds that does not occur in accordance with the working plan and budget.

The Supplier shall:

- a) Take into account the risk of corruption or irregularities in the implementation of the Assignment and identify central risks and counteractive measures. If a significant risk of corruption or irregularities is identified, counteractive measures shall be introduced to reduce the identified risk.
- b) Organise its activities and control systems in such a way that corruption and other irregularities are prevented, managed and discovered.
- c) Do its best to forestall and prevent corruption and other irregularities within and in relation to the Assignment.
- d) Require all involved personnel, including consultants and subcontractors, that they shall refrain from corruption and other irregularities.

The Supplier shall immediately inform Sida of any indications of corruption and other irregularities in or related to the Assignment or the Supplier.

The Supplier is obliged to investigate if corruption or other irregularities occur and take steps, including legal action, against persons when there is reason to suspect them of corruption or other irregularities. The Supplier shall thereafter continuously consult Sida regarding how the matter shall be handled. When the matter has been concluded, the Supplier shall submit a final report to Sida regarding the suspected corruption or other irregularities.

## **10. Cancellation and termination**

### **10.1 Cancellation**

Sida has the right to cancel in writing the parts of the Assignment not yet carried out.

If Sida cancels the Assignment, the Supplier shall immediately take steps to discontinue the Assignment, or where applicable, the cancelled part of the Assignment, at the lowest possible cost.

Upon cancellation, the Supplier has a right to remuneration for work done, expenses incurred and reasonable costs for discontinuing the Assignment. Remuneration for reasonable costs for discontinuing can only cover time actually worked and costs actually had and limited to a maximum of an amount corresponding to compensation for ten working days for one consultant and necessary costs for discontinuing the Assignment.

Claims for compensation due to the above shall be presented in writing to Sida within two months after the cancellation notice was received by the Supplier. Otherwise, the right to such compensation expires.

## **10.2 Termination**

Sida has the right to terminate the Agreement effective immediately if one or more of the situations below exists:

- a) The assignment in its entirety or certain parts are delayed, and the delay is of material significance to Sida,
- b) The Supplier is declared bankrupt, enters composition, cancels its payments, enters liquidation, or becomes subject to company reorganisation and due to this cannot fulfil the Assignment nor provide adequate security for its fulfilment.
- c) If such a circumstance is discovered that according to the Procurement Document would have formed a basis for disqualifying the Supplier at the time of procurement,
- d) The Supplier has not fulfilled its obligations regarding social insurance contributions or taxes according to an enforceable judgement, authority decision or the equivalent,
- e) The Supplier before or after signing failed to provide information about the company that is objectively of material significance to the Agreement's inception and/or its continued validity. The same applies if the Supplier failed to provide information that the Supplier according to the Agreement is obliged to provide to Sida or if such information is incorrect,
- f) Intellectual property errors are not resolved within a reasonable amount of time from when the Supplier received notification from Sida about an alleged infringement from a third party,
- g) The counter-party has committed a substantial breach of contract and does not undertake rectification within 30 days of written notification thereof or
- h) The Agreement was subject to a change that is not permitted according to Chapter 17, Sections 9-14 of the Public Procurement Act (2016:1145).

Upon a termination of the Agreement, Sida is entitled to damages.

Upon cancellation or termination, the Supplier shall immediately turn over the Results (see 9.3) to Sida. Sida is entitled to use the Results in the same way as if the Assignment had been fulfilled.

## **11. Force majeure**

A breach of contract is excusable if contractual performance was obstructed by a circumstance that was beyond the Party's control and that the Party could not reasonably have been expected to count on or take into account at the time the Agreement was entered into and the consequences of which could also not

reasonably have been avoided or overcome, such as, but not limited to, the outbreak of hostilities, riots, civil unrest, terrorist acts, fire, explosion, flood, changes to the Country's laws or ordinances, court, government or authority decisions in the Country.

If the obstacle is only temporary, the breach of contract is excusable during as much time as is reasonable considering the obstacle's consequences to the Party's possibilities of contractual performance.

The Party that does not perform contractually and is excused according to the paragraph above shall immediately notify the counter-party in writing of the obstacle and how it affects the possibility of performing according to the Agreement. If such notification is not provided within a reasonable amount of time after the Party becomes aware of or should have become aware of the obstacle, he is obliged to pay compensation for the damage that the counter-party could have avoided if the notification was provided in due time.

If there is an excusable breach of contract, the Parties shall consider whether or not steps shall be taken and if so which ones. If excusable obstacles exist longer than 45 days, both Parties shall have the right to cancel the Agreement effective immediately.

## **12. Settlement of disputes**

Swedish law shall be applicable to the Agreement except for its conflict of laws rules. Disputes due to this Agreement shall be ultimately decided by a Swedish court.

## **13. Special conditions**

If the Supplier is to carry out the Assignment outside Sweden, the following special conditions apply in addition to that stated in the Agreement otherwise.

### **13.1 Cooperation**

#### **Cooperation with the Embassy of Sweden**

The Supplier, its personnel, and where appropriate subcontractors' personnel shall comply with the instructions provided by the embassy of Sweden in the Country regarding personal security, diplomatic ties between Sweden and the Country and other issues where the embassy provides instructions. The Supplier shall include equivalent obligations in agreements with its personnel and subcontractors' personnel.

The Supplier shall continuously keep the embassy informed of how the Assignment is progressing.

**Cooperation with the cooperative party stated in the Assignment Specification**

The Supplier undertakes to cooperate with the cooperative party stated in the Assignment Specification.

The Supplier, its personnel, where applicable subcontractors' personnel and their Accompanying family members shall comply with the Country's laws and generally accepted practices and respect its culture and traditions, and in their behaviour and way of living, take into consideration that they are a part of the development cooperation between Sweden and the Country.

Sida undertakes to reach agreement with the cooperative party stated in the Assignment Specification that it shall cooperate with the Supplier and at no cost assist the Supplier with such information and assistance that is necessary for the Supplier to be able to perform the Assignment. If such information and assistance does not come about or is delayed, the Supplier shall nonetheless strive to carry out the Assignment. The Supplier shall without delay inform Sida thereof and the Parties shall discuss whether or not steps shall be taken and if so what steps.

**13.2 Business travel insurance**

If the Supplier shall undertake business travel to perform the Assignment, the Supplier shall possess customary travel insurance. Upon Sida's request, the Supplier shall provide proof that such travel insurance exists. Sida will not in any case pay compensation in the event of death or disability, compensation for lost personal travel property, compensation for costs upon travel interruption or provide assault protection or legal protection in connection with travel or otherwise pay compensation or provide such protection that is covered by customary travel insurance.

If the Supplier is covered by the State's business travel insurance according to Ordinance (1993:674) on Insurance Coverage, etc. for government business travel, Sida shall issue an insurance certificate to the Supplier.

**13.3 Fees and expenses****Fees during travel time**

For intercontinental travel, the Supplier is entitled to payment for at most eight hours of work for outbound travel and at most eight hours work for return travel. Time that the Supplier spends in travel within the Country or within Sweden or otherwise between countries on the same continent does not entitle to payment.

**Per diem and accommodation**

For business travel outside Sweden, the Supplier is entitled to compensation for expenses for accommodation and per diem during the time the Supplier's personnel spends in a different country than the one in which the Supplier has its

registered office or domicile, in accordance with an Agreement on compensation, etc. for business travel and proceedings abroad, in its wording at all times, a reduction of the per diem shall take place by 30% after nine days. The Supplier is only entitled to compensation for reasonable costs for accommodation.

**Travel**

The Supplier is entitled to compensation for costs for business travel to and from the Country. Travel shall be carried out with suitable means of transport and the closest route shall be chosen. If the travel takes place by air, the Supplier is only entitled to compensation for economy class flights. The Supplier is entitled to compensation for airport tax and minor excess weight charges for equipment and materiel that are necessary for performance of the Assignment. Other expenses, such as expenses for passports, visas and vaccinations are not reimbursable.

**Communications and postage**

The Supplier is entitled to compensation for international communications and postage for performance of the Assignment. The Parties can agree on a fixed amount for such compensation. Compensation for international data and telecommunication is, however, only provided for the least expensive communication method possible.

**13.4 Currency**

When it is necessary to determine the value of another currency in SEK, the value shall be calculated based on the market selling rate at a bank engaged by Sida on the transaction date, or if any such rate cannot be established, at such a rate that Sida reasonably determines after having consulted with the Supplier.

Payments carried out during the Agreement shall be made in SEK.