



# Contract

## 1. Parties

The Swedish Civil Defence and Resilience Agency (Myndigheten för civilt försvar), organisation number 202100-5984 (hereinafter referred to as “the Agency”) and the supplier AB *[to be filled in later]*, organisation number *[to be filled in later]* (hereinafter referred to as “the Supplier”), have entered into the following contract (hereinafter referred to as “the Contract”).

### 1.3 Contract documents

The obligations of the Parties are governed by this contract and its annexes. The Contract is supplemented by the documents listed below and, in the event of contradictory information, they apply in the order listed below.

1. Additions and amendments to the Contract
2. Contract *X* (this contract) including any appendix.
3. Supplements to the tender documents
4. Procurement documents
5. Supplier's tender

### 1.4 Scope

This Contract relates to the assignment of Expert in Civil Protection Volunteerism IPA CARE Programme.

For a detailed description of the assignment, se appendix *X*

The assignment comprises a total of 75 working days. The work load will fluctuate monthly, with an average of approximately 6 working days per month, not exceeding a total of 75 working days.

The Agency does not commit to any specific quantity during the contract period.

### 1.5 Contractual period

12 months from *[to be filled in later]* 2026 – to *[to be filled in later]* 2027.

At the end of the contract period, the contract will be terminated without prior notice.

### 1.6 Price

Daily rate of *[to be filled in later]* EUR. One day is 8 working hours.

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The Agency only pays for accrued time.

### **1.7 Absence**

Any possible absence must be approved by the Agency beforehand.

### **1.8 Travel arrangements**

If any travel is required it must be approved by the Agency and the Agency will:

- Book and pay travels
- Book and pay accommodation
- Compensate for any meals and other costs related to travel if this approved of the Agency before. Receipt must be presented.

### **1.9 Cancellation**

If the contract is cancelled before the agreed date for implementation, the Supplier has the right to charge the cost of time spent until implementation.

### **1.10 Responsibilities of the Supplier**

The Supplier will ensure all material concerned does not contain in whole or in part copyrighted material in written, audio or visual form. If written permission is obtained for the use of this material, citations must be footnoted on handouts, PowerPoint, and overhead transparencies.

The Supplier agrees to perform the services described herein as an Independent Supplier and not as an employee of the Agency. The Supplier shall indemnify and hold the Agency, its officers, agents, and employees harmless from and against all claims and all costs (including attorneys' fees) for loss or damage to property, or injury, or death to any and all persons, or any course of action of whatever nature that may arise out of or during the performance of this contract.

### **1.11 Code of conduct**

The work of the Supplier should be guided by the Code of Conduct, appendix X. Any breach of the Code of Conduct might result in the termination of the Contract. All undertaking by the Agency and its staff will be subject to the Swedish Freedom of Press Act and the Swedish Public Access to Information and Secrecy Act. The Agency is bound these acts and may therefore be obliged to disclose information to third parties. Swedish civil servants also have a constitutional right to disclose information to media. The Agency is prohibited from hindering and/or investigating such disclosure. In the event of such disclosure, neither the Agency nor the Swedish individuals shall be deemed in breach of this Code of Conduct.

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### 1.12 GDPR

The Agency is responsible for processing of personal data according to the EU general data protection regulation 2016/679. The Agency determines the purposes and means of the processing of personal data within this contract and are therefore an independent controller in the meaning of the EU general data protection regulation 2016/6769. By signing "Consent to the processing of personal data" the Supplier gives consent to the Agency.

### 1.13 Payment and invoicing terms

Invoicing may take place on a monthly basis after work has been completed and upon approved monthly time reports by the Agency. If there is no reason to criticise the invoice, payment must be made no later than 30 days after receipt of the invoice.

***The invoice must be labelled with the contract number and  
CDIID:XXXXX***

The Supplier must specify the time spent, date and work on the invoice or on the delivery note/completed time reports attached to the invoice.

The invoice must be issued by the Supplier. Invoicing may take place from another party engaged by the Supplier for this purpose only after an authorised representative of the Supplier has notified the Agency 's contact person in writing and the Agency has approved the same.

Billing, handling or similar charges are not accepted.

In the event of late payment, the Supplier is entitled to penalty interest in accordance with the Interest Act (1975:635). The Supplier is also entitled to charge compensation for late payment in accordance with the Act (1981:739) on Compensation for Collection Costs. The invoice number of the original invoice shall be stated on any interest invoice.

A claim in an invoice that has not been received by the Agency within six (6) months of the completion of the work can thereafter no longer be claimed.

### 1.14 E-invoice

By law, all purchases in the public sector must be invoiced by electronic invoice (e-invoice) according to a new European standard. This means that we must exchange invoices electronically between you as a supplier and us as a buyer. We follow the common standards in this area used in the public sector and recommended by SFTI.

At the Agency, both Peppol and Svefaktura are common formats for e-invoicing with electronic invoices. Invoicing via a [www.fakturaportalen.se](http://www.fakturaportalen.se) supplier portal may also be an option. However, an invoice in the form of a PDF file is not considered an electronic invoice. For further information

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about Peppol and Svefaktura etc. we refer to <http://www.sfti.se>. There you will also find specifications and manuals.

The address for electronic invoices is:  
Myndigheten för civilt försvar,  
651 81 Karlstad.  
Sweden.

The Agency can receive invoices via the PEPPOL network. The Agency 's PEPPOL ID is 0007:2021005984. Another option is to use our VAN service for e-invoicing. Our party ID is GLN/Orgnr 2021005984.

If you have any questions about connection, please contact The Swedish Civil Defence and Resilience Agency, Ekonomistöd, e-mail:  
[ekonomistod@mcf.se](mailto:ekonomistod@mcf.se)

### **1.15 Assignment**

The Supplier may not assign or pledge its rights or obligations under this contract, in whole or in part, without the written consent of an authorised representative of the Agency.

### **1.16 Applicable provisions**

The supplier is responsible for ensuring that applicable laws, regulations, ordinances, and requirements set by authorities, which in any way affect the performance of obligations under this agreement, are followed. The supplier is required to continuously keep themselves informed about such applicable provisions and any changes thereto.

### **1.17 Insurance**

The Supplier is responsible for relevant insurance throughout the contract period.

### **1.18 Changes and additions**

In order to be valid, any changes and additions to this contract must be in writing and be signed by authorised representatives of the respective parties.

### **1.19 Ownership rights**

The Agency receives full and unrestricted ownership rights to the supplier's (including employees' and subcontractors') work results in connection with the assignment, such as summaries, reports, notes, etc., without any special compensation being paid. This means, among other things, that the Agency is free to use the work results, modify and adapt them, as well as transfer rights to the work results further. Ownership of the work results does not apply to the supplier's tools or methods.

The supplier may not publish or otherwise use the work results without the Agency 's written consent. The supplier has the right to be acknowledged as the author in the usual manner.

#### **Swedish Civil Defence and Resilience Agency**

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The Agency owns all materials that have formed the basis for conclusions and improvement suggestions submitted to the Agency, as well as other materials produced in connection with the assignment. All of this must be handed over to the Agency after the completion of each assignment.

In the event of early termination of the agreement, the same rules regarding rights to the delivered results apply as if the assignment had been completed.

### **1.20 Copyright and patent infringement**

The Supplier guarantees that all or parts of the assignment's results do not constitute any form of infringement of third-party intellectual property rights.

The Supplier undertakes, if the Agency requests, at its own expense, to defend the Agency if a claim is made or action is brought against the Agency for infringement of third-party intellectual property rights due to the results of the assignment. This provision also applies after the expiration of the contract period.

### **1.21 Measures for marketing purposes**

The supplier may not use the Agency's name or logo or refer to this contract in press releases, marketing materials or any other context for marketing purposes, without written consent from the Agency. Nor may the supplier refer to material or information produced or received by the supplier in the course of activities covered by this contract for marketing purposes, without written consent from the Agency. Written consent can only be given for each specific purpose on a case-by-case basis. This provision continues to apply after the contractual period has come to an end.

### **1.22 Termination of Contract**

The Supplier is entitled to terminate the contract with immediate effect if the Agency:

- has materially breached the Contract
- has assigned the contract to someone else, without the Supplier consent, and this is of significant importance to the Supplier; or
- due to force majeure, the performance is delayed by more than six (6) months.

the Agency is entitled to terminate the contract with immediate effect, if:

- after the contract has been signed, it turns out that the supplier does not fulfil the requirements,
- the supplier is in material breach of the contract (repeated breaches

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- of the contract and several minor errors may constitute a material breach of the contract),
- the supplier has entered into liquidation, been declared bankrupt, suspended its payments, initiated composition proceedings, been subject to corporate reorganisation or can otherwise be assumed to be insolvent and does not provide adequate security for its commitment without delay after the Agency 's request,
  - the supplier has assigned the contract to another party without the consent of the Agency,
  - the supplier has failed, before or after the conclusion of the contract, to supply information which is essential for the conclusion or continued validity of the contract,
  - the supplier or a representative of the supplier has been found guilty of any ground for exclusion under Chapter 13, Sections 1-3 of Swedish Public Procurement Act (LOU),
  - the supplier is delayed in performance by more than six (6) months due to force majeure; or
  - significant changes have been or will be made to the Agency's organisation, and this has a bearing on the Agency's performance of the contract,
  - if the maximum volume of the contract is reached.

Termination of the contract shall be in writing and shall state the grounds for termination.

### **1.23 Force majeure**

Parties are exempt from their obligations in accordance with this contract if fulfilment is prevented by circumstances which could not have been foreseen at the time the contract was signed and whose consequences could not reasonably be avoided or overcome. Such circumstances may for example be industrial action, changes in law and regulations, acts of government, natural events, fire, war and acts of war.

In order for a party to have the right to claim force majeure, they must notify the other party in writing that such circumstances have occurred. Notification must be provided without unreasonable delay once the concerned party is aware - or should be aware - of such circumstances arising.

If performance as per the contract is delayed due to force majeure by more than six (6) months, each party has the right to terminate the contract with immediate effect.

### **1.24 Disputes**

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Any dispute or claim arising out of or in connection with this contract which cannot be resolved between their parties shall be finally settled by a Swedish court and with the application of Swedish law.

#### **1.25 Electronic signature**

Signing will take place electronically via the procurement system.