

Contract Local Coordinator IPA CARE – Serbia

x. Parties

The Swedish Civil Contingencies Agency (Myndigheten för Samhällsskydd och Beredskap), organisation number 202100-5984 (hereinafter referred to as “MSB”) 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 framework agreement (hereinafter referred to as “the Agreement”).

x. Contract documents

The obligations of the parties are governed by this agreement and its annexes. The Agreement 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 Agreement
2. Agreement **X** (this agreement) including any annexes.
3. Supplements to the tender documents
4. Procurement documents
5. Supplier's tender

x. Scope

This Contract relates to Local Coordinator IPA CARE – Serbia.

The work load will fluctuate monthly, corresponding to between 25 and 50% of a full-time position on a monthly basis not exceeding a total of 120 working days over 12 months

For a detailed description of the assignment, see annex **X**

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

x. Contractual period

xx months from *[to be filled in later]* 202x – to *[to be filled in later]* 202x.

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

x. Price

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

MSB only pays for accrued time.

x. Extension of the contract

MSB has the unilateral right to request any extension of the agreement and the agreement shall apply with unchanged terms. One or several extensions of the agreement validity of a maximum of **24** months.

The extension only concerns time extension, no adjustment of the price in the agreement. Any extension must be set out in writing.

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

X. Absence

Any possible absence must be approved by MSB beforehand.

x.Travel arrangements

If any travel is required it must be approved by MSB before and MSB will:

- Book and pay travels
- Book and pay accommodation
- Compensate for any meals and other costs related to travel.

Receipt must be presented.

x.Cancellation

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

x. Responsibilities of the Consultant

The Consultant 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 Consultant agrees to perform the services described herein as an Independent Consultant and not as an employee of MSB. The Consultant shall indemnify and hold MSB, 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 agreement.

x. Insurance

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

x. 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 MSB and its staff will be subject to the Swedish Freedom of Press Act and the Swedish Public Access to Information and Secrecy Act. MSB 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. MSB is prohibited from hindering and/or investigating such disclosure. In the event of such disclosure, neither MSB nor the Swedish individuals shall be deemed in breach of this Code of Conduct.

x. GDPR

MSB are responsible for processing of personal data according to the EU general data protection regulation 2016/679. MSB 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 contractor gives her consent to MSB.

x. Payment and invoicing terms

Invoicing may take place on a monthly basis after work has been carried out and approved. 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 agreement number/contract number and CDIID:XXXXX

The supplier must specify the time spent per consultant, date and work on the invoice or on the delivery note 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 MSB's contact person in writing and MSB 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 MSB within six (6) months of the completion of the work can thereafter no longer be claimed.

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 MSB, both Peppol and Svefaktura are common formats for e-invoicing with electronic invoices. Invoicing via a www.fakturaportal.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 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 samhällsskydd och beredskap, 651 81 Karlstad, Sweden.

MSB can receive invoices via the PEPPOL network. MSB'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 MSB Ekonomistöd, e-mail: ekonomistod@msb.se.

x. 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 MSB.

x. 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.

x. Measures for marketing purposes

The supplier may not use MSB'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 MSB. 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 MSB. 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.

x. Termination of contract

The supplier is entitled to terminate the contract with immediate effect if MSB:

- has materially breached the contract
- has assigned the contract to someone else, without the supplier's 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.

MSB is entitled to terminate the agreement 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 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 MSB's request,
- the supplier has assigned the contract to another party without the consent of MSB,
- 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 MSB's organisation and this has a bearing on MSB's performance of the contract,
- if the maximum volume of the agreement is reached.

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

x. 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.

x. Disputes

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.