



Reference no: _____

Assignor Karolinska Institutet	Assignee
Department	Address
Unit	
Address	
Organisationsnummer SE202100-297301	Registration number
Handling administrator	Handling administrator
Telephone number	Telephone number
E-mail address	E-mail address

Assignment

Nature, scope and execution	Appendix no.	
Timeplan and form of reporting Date of report	Date of report	Appendix no.

Fees and personnel (mark applicable alternative with an x)

Hourly fee	Daily fee	Fixed price	Exclusive of VAT
Maximum fee payable:			
Personnel	Category/duties	No. of hours	Hourly rates

Other expenses

<p>The fee above includes travel expenses and per diem allowance Separate compensation is payable for travel expenses and per diem allowance for agreed trips (according to KI's travel regulations) The fee above includes costs attributable to the assignment Special compensation is payable for other costs attributable to the assignment</p>

F-, Fa- eller A-tax

The Consultant has an F-tax card	The Consultant does not have an F-tax card KI shall pay LKP
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KI's General Conditions for Procurements of Consultancy Services (Appendix 1) apply to the assignment in other respects

Karolinska Institutet	Assignee
Place, date	Place, date
Signature	Signature
Name in block capitals	Name in block capitals

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF CONSULTING SERVICES

1. Parties' undertakings

1.1 Consultant's undertakings

The Consultant shall place adequately qualified personnel at the Client's disposal for the performance of the assignment and also a supervisory specialist. The Consultant shall perform the assignment in accordance with good professional practice. The Consultant does not have the right to engage a sub-consultant with the Client's written approval. If the Consultant engages a sub-consultant the Consultant will be responsible for the sub-consultant as for its own personnel that the Consultant engages for the performance of the assignment. Replacements or changes to the Consultant's personnel or other personnel that the Consultant engages for the performance of the assignment requires the Client's written approval.

1.2 Client's undertaking

The Client is obligated to ensure that the Consultant gets access to the information it requires for the fulfilment of the assignment.

2. Working hours

The Consultant shall schedule the working hours for the assignment according to the Client's regular working hours and cover 40 hours/week, i.e. 8 hours a day. Lunch breaks and other breaks do not count as chargeable time. Planned leave by the Consultant which leads to changes in work procedure or the schedule should be agreed in consultation with the Client and confirmed in writing. The Consultant shall, at the Client's request, be able to verify the

assignment's performance with the help of time tracking and accounting.

3. Fee

See 'Contract' for price details. See 'Contract' for maximum time allowance that demarcates this agreement.

3.1 The price is fixed. It is exclusive of statutory value-added tax. The price includes costs for overtime, employer's contributions, holiday pay, social security expenses, administrative expenses, etc. which shall be paid by the Consultant. The fee also includes travel within the Stockholm area to the Client's workplaces.
3.2 Travel outside the Client's geographic work area shall be requested by the Client in writing in advance. For such travel, travel expenses and per diem allowance are payable in accordance with Swedish state business travel regulations or the Swedish National Tax Board's regulations. Any hotel rooms shall be booked through the Client. The costs shall be itemised by the Consultant in an invoice where every cost item is corroborated with an attached verification.

4. Payment terms

4.1 Invoicing

Collective invoicing shall be exercised monthly in arrears whereupon the charged work results shall be reported according to the Client's routines. The following information shall at the very least be included: this Agreement's number, Call-off date, Client's reference number, Period for which the Client is charged. Information about whether partial or full

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payment, Number of working hours a day, and fees per person during the charging period, Value-added tax, Consultant's bank giro/postal giro account number, Conditions that are added one-sidedly to the invoice by the Consultant are not binding to the Client.

4.2 Payment period

Payment will be as invoiced, no later than thirty (30) days after receiving the invoice in two (2) copies. Invoicing charges are not acceptable.

4.3 Final payment

Final payment is made when the assignment has been completed and the results of the work are approved by the Client. The final invoice should be received by the Client no later than one month after the assignment has been completed.

4.4 Delayed payment

If payments are delayed the Consultant will be entitled to charge penalty interest according to the Swedish Annual Interest Act.

4.5 Inspections

As the Client is charged in the form of hourly or daily fees, the Consultant shall attest its charging by time tracking or accounting. The Client has the right, through necessary inspections, to be assured that the work specified on the invoice is equivalent to the work performed.

5. Ownership/intellectual**property rights**

Unless otherwise agreed, the Client has the ownership rights to the systems, software, documentation, and investigative material that is delivered within the framework of the assignment. Methods, system modules, software modules and similar that the

Client has ordered specifically and paid for are the Client's property and the copyright belongs to the Client. Methods, system modules, software modules and similar that have been developed by the Consultant without being directly linked to the assignment are the Consultant's property. The Client's right to use them shall be agreed separately. The Consultant may not use produced material without the Client's written approval. All investigative material including developed software, etc. as specified above shall be handed to the Client's contact person when the assignment is completed and no later than upon final payment.

6. Copyright infringement

The Consultant is responsible for ensuring that proposals, software, measures, remediation and work results produced do not infringe upon or in any other way conflict with registered patents, trademarks, protected designs or copyrights. If the claims are made by a third party, the Consultant is obligated to represent the Client's interests. The Consultant shall also undertake to hold the Client harmless against compensation and damages that are awarded in such legal proceedings. The Client shall notify the Consultant in writing without delay of any claims or legal action that is taken. If a copyright infringement is established or if the Consultant, according to its own assessment, deems an infringement to have taken place, the Consultant shall, at its own expense, assure that the Client has the right to use the product or replace it with another equivalent product whose use does not entail any infringement, or otherwise reimburse the Client for any costs that the

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infringement entails. If the infringement leads to delays, the penalty procedure described in item 9.4.2 applies.

7. Amendments and additions

Amendments and additions to this agreement must be agreed by the parties in writing. Verbal agreements are only valid when they are confirmed in writing by the parties.

8. Implementation rule

Failure by the parties to strictly follow the conditions of this agreement does not mean that the parties can renounce their obligation to strictly follow the conditions of this agreement thereafter.

9. Consultant's liability*9.1 Consultant's liability for losses*

The Consultant is liable for losses that the Consultant causes the Client through errors or neglect in the fulfilment of this assignment. The Consultant's liability for losses only covers compensation for direct costs from errors or neglect.

9.2 Liability insurance

During the agreement period the Consultant is obligated to take out and hold liability insurance which is customary in the industry to cover damages.

9.3 Exceptions

The limitations to the Consultant's liability does not apply to injuries, in which case the liability shall be assessed according to the law, or in the event of injury resulting from gross negligence or fraudulent proceedings on the part of the Consultant.

9.4 Consultant's liability for delays

9.4.1 Delays arise if the results cannot be accepted by the agreed date. The Consultant and the Client shall inform

each other as soon as possible in the event of possible delays, whereupon a discussion shall be immediately by conducted to reduce the inconvenience.

9.4.2 For delays on the part of the Consultant, the Client is entitled to a penalty fine. Penalty interest of one percent (0.1%) is payable every new week for the delayed part of the assignment and a maximum of ten (10%) percent of the agreed total price or estimated final price if the assignment is charged according to a running account.

10. Termination*10.1 Termination by the Client*

10.1.1 The Client has the right to terminate the agreement in writing or limit the scope of the agreement before the end of the agreed period. If the agreement is terminated, the Consultant will be paid for completed work, paid expenses and any development costs, all to be duly verified in writing.

10.1.2 The Client has the right to terminate the agreement in writing with immediate effect if the Consultant fails to fulfil its undertakings stipulated in the agreement to a significant degree, becomes insolvent or has failed to pay taxes and other fees for the assignment to the required extent. This includes when the maximum penalty has been levied.

10.2 Termination by the Consultant

The Consultant has the right to terminate the agreement in writing or limit the scope of the agreement before the end of the agreed period. If the agreement is terminated, the Consultant is paid for completed work, expenses paid, and any development costs, all to be duly verified in writing.

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11. Transfer of agreement

11.1 Parties may not transfer the rights and obligations of this agreement to a third party without written approval.

11.2 The Client may transfer the rights and obligations according to this agreement to a company or other form of business to which the Client's operations are partly or wholly transferred.

12. Confidentiality

12.1 The supplier shall treat all information and material about the Client's operation, products and services received within the assignment confidential both during the performance of the assignment and thereafter.

12.2 This does not apply to information or material that is publicly known or whose confidentiality lacks any significance for the Client. The Consultant is responsible for such information and material being held confidential by the Consultant's own personnel and any personnel that the Consultant has engaged for the performance of the assignment.

12.3 This agreement may not be used by the Consultant for advertising purposes without approval of the Client's contact person.

13. Force majeure

The parties have the right, without the obligation to pay damages to the other party, to fully or partially cancel their undertakings according to this agreement if the undertakings have fully or partially been made impossible due to circumstances outside the parties' control, such as military emergencies, general mobilisation, strikes, public unrest, authority intervention, and other similar circumstances. The party which intends to invoke the above-described circumstances shall immediately and in writing inform the other party thereof. As soon as the invoked circumstances have ceased the parties shall inform the other party thereof and immediately resume their undertakings to the agreed extent. Irrespective of the above-specified reasons for exemption from the agreed undertakings, the other party has the right to terminate the agreement if it has led to delays in the agreed performance by more than three months

14. Disputes

Disputes regarding the interpretation of this agreement and legal issues related thereto shall be settled by a public court of law in Stockholm with the implementation of Swedish law.