**Parties**

This agreement has been reached between Uppsala University (hereinafter referred to as the buyer) and N.N. (hereinafter referred to as the supplier).

Uppsala University N.N.

Department of xxx \_\_\_\_\_\_\_\_\_\_\_\_

Box/street address \_\_\_\_\_\_\_\_\_\_\_\_

xxx xx CITY \_\_\_\_\_\_\_\_\_\_\_\_

Corp. ID. no. 202100-2932 Corp. ID. no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Order**

With reference to the supplier's tender (see appendix, the Department of xxx hereby orders xxx (hereinafter referred to as the service). The supplier undertakes to perform the service in accordance with the buyer's specification, the tender and the conditions of this contract.

**Price**

The total price for performing the service (including possible expenses for travels and travelling time) and all other expenses associated with the fulfilment of this contract is SEK \_\_\_\_\_\_\_\_\_\_\_\_\_ excluding VAT.

*alternative*

The total price for performing the service (including possible expenses for travels and travelling time) and all other expenses associated with the fulfilment of this contract is SEK \_\_\_\_\_\_ (excluding VAT) per hour.

The number of hours needed to complete the service shall not exceed \_\_\_\_\_\_\_\_ hours.

**Schedule for execution**

The service shall be commenced no later than \_\_\_-\_\_\_-20\_\_\_ and be concluded in its entirety no later than \_\_\_-\_\_\_-20\_\_\_. The following elements shall be performed according to the schedule below.

Specification Start date / end date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_-\_\_\_-20\_\_\_/ \_\_\_-\_\_\_-20\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_-\_\_\_-20\_\_\_/ \_\_\_-\_\_\_-20\_\_\_

**Response time for requested service under the Contract**

The longest time for response to service requests from the university is \_\_\_\_\_\_\_\_.

**Liquidated damages**

If a service has not been commenced in the time agreed on in the schedule for execution, and the delay is not caused by the customer, or if the response time has been longer than agreed on, the university has a right to demand liquidated damages from the Supplier.

The size of the liquidated damages shall be 1% per week calculated on not delivered Service, however not less than 1000 SEK.

The liquidated damages shall at most reach 15 % of the value of the order.

When the liquidated damages reaches over \_\_\_\_\_ SEK the university has a right to revoke the Contract or cancel the order.

**Revoking the Contract**

If the delivery of a Service or the response time on ordered services is delayed by \_\_\_\_\_ weeks, the university has a right to revoke the Contract.

**Approval**

The service is concluded when the buyer has approved the performance and result of the service.

If the performance and result of the service does not meet the buyer's specification, or the performance and result stated in the supplier’s tender, the supplier shall as soon as possible and at no cost remedy these deficiencies.

**Invoicing terms and conditions**

Invoicing may take place when the buyer has approved the performance and result of the service.

The Supplier shall send electronic invoices in accordance with one of the standards developed within the framework of SFTI Svehandel, currently PEPPOL BIS Billing 3

If the Supplier cannot produce electronic invoices as above, electronic invoicing can be done via manual registration at an invoice portal.

Contact the University via e-mail at ekonomisupport@uadm.uu.se before sending the first electronic invoice, or if there are any questions related to electronic invoicing.

More about information for suppliers, invoice portal, reference codes, electronic invoicing etc. is available at the University’s website:

<https://mp.uu.se/en/web/info/stod/ekonomi/leverantorsinformation>

No charge shall be made for invoicing, dispatch or payment reminders.

**Payment terms and conditions**

Payment of an invoice received and approved by the University shall be made no later than 30 days after the issue date of the invoice. In the event of overdue payment, the Interest Act (1975:635) *(Räntelag (1975:635)*applies.

If the invoice is incomplete or incorrect, the University may come to cancel the invoice after contact with the issuer of the invoice. A new and corrected invoice is then sent to the University, who pays it under the provisions of this contract.

**Legislation and liability insurance**

It is the supplier's responsibility to at all times be aware of and comply with the legislation that is relevant to this contract. The supplier shall also comply with Uppsala University's guidelines for xxx.

The supplier shall have valid and comprehensive insurance in respect of all activities covered by this contract. If the buyer wishes to verify this, the supplier shall provide a copy of a valid insurance certificate and proof of paid insurance fees without delay.

**Subcontractors**

If subcontractors are engaged, the supplier is responsible for subcontractors' work as for its own performed work in accordance with this agreement.

**Copyright**

The buyer holds the copyright to all results and all materials of the service, and all other work covered by this agreement. The supplier may not publish or otherwise utilise the results without the buyer's written approval.

**Contract documents**

The order of priority among the documents under this contract is:

1. This contract
2. The buyer’s specification
3. Possible standard agreement (appendix 2)
4. The supplier's tender

**Disputes**

Disputes with reference to this agreement shall primarily be resolved through negotiation between the parties. If the negotiation does not lead to an acceptable outcome for the parties, the matter shall be settled by a Swedish general court in Uppsala with the application of Swedish law.

**Signature**

This agreement has been drawn up in two (2) identical copies, of which the parties have received one each.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_-\_\_\_-20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_-\_\_\_-20\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

N.N first name last name

 Head of Department

 Department of xxx

 Uppsala University

**Appendix:**

1. The supplier's tender, dated \_\_\_-\_\_\_-20\_\_\_
2. ALOS 05 [General terms for supply of goods (without erection) to the public sector], AVTAL 90 or other relevant standard agreement.