

**Client: Swedish Arts Council**

Date

Reg. No. ADM

**Swedish Arts Council contact person**

Name	E-mail address	Telephone number
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**Contractor**

Name		
Company reg. no./personal ID no.	Telephone number	E-mail address
Address		Town and postcode
Contractor's contact person	Contact person's e-mail address	Contact person's telephone no.
Personnel performing the assignment	(Name)	

**Assignment**

Nature of the assignment
Scope and implementation, including a description, schedule and type of reporting (continued in appendix/appendices <input type="checkbox"/> )
Date of final report

**Remuneration**

Hourly fee	Price cap	Daily fee	Price cap	Monthly fee	Price cap
Fixed price			Other remuneration		
Total remuneration including expenses					

**Agreement period**

From – to	Specific terms and conditions in separate appendix <input type="checkbox"/> . Otherwise, the <i>General Terms and Conditions</i> for this agreement shall apply (see appendix).
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**Signature**

Date	Date
On behalf of the Swedish Arts Council	On behalf of the Contractor (authorised signatory)
Print name	Print name

This agreement has been drawn up in two identical copies, one of which has been retained by each party.

## 1. Performance of the assignment

The Contractor shall perform the assignment with due care and in compliance with applicable legislation and regulations, and otherwise observe ethical standards and good practice.

## 2. Scope of remuneration

Under normal circumstances, the Contractor shall be approved for F-tax<sup>1</sup> and be able to provide a copy of an F-tax certificate on request. In such cases, the Contractor shall be responsible for all taxes and fees related to the remuneration paid by the Swedish Arts Council to the Contractor. If the Swedish Arts Council is subsequently held liable for taxes or fees relating to the remuneration paid to the Contractor, the Contractor shall reimburse the Swedish Arts Council.

Remuneration excludes VAT.

The Swedish Arts Council shall not pay any fees or costs beyond that explicitly stated in the Agreement. Any agreed scale rate payments will be paid at the tax-free amount set by the Swedish Tax Agency.

## 3. Payment and invoicing

Fees and other agreed remuneration shall be paid when the assignment has been completed in full and the work has been approved. If the Contractor wishes to receive a partial payment, this must be agreed separately.

### The Swedish Arts Council only pays against an e-invoice.

The invoice must meet the requirements of the Swedish Accounting Act (SFS 1999:1078). In addition, the invoice must include:

- a) a specification of costs in accordance with the contract; and
- b) reference number

Payment terms are 30 days net. The final invoice must be received by the Swedish Arts Council no later than three months after completion of the assignment. Claims made after this date do not entail a right to remuneration.

Please read more here: [How to invoice to Swedish Arts Council? \(kulturradet.se\)](https://www.kulturradet.se/om-oss/for-ansvariga-i-foretag)

## 4. Verification

If the remuneration is paid based on an hourly, daily or monthly fee, the Contractor must be able to substantiate its invoicing on request by means of timesheets or accounts.

Upon request, the Swedish Arts Council shall be entitled to obtain from the Contractor copies of supporting documents and other accounting documents relating to the costs invoiced by the Contractor.

## 5. Independent Contractor status, subcontractors, and personnel

Nothing in the Agreement between the parties shall be construed as an employer-employee relationship. The Contractor shall not be entitled to represent the Swedish Arts Council in relation to third parties nor to enter into undertakings on behalf of the Swedish Arts Council without the prior written consent of the Swedish Arts Council.

The Contractor may not engage a subcontractor or personnel employed by a third party to carry out all or part of the assignment without the written consent of the Swedish Arts Council.

Where subcontractors or personnel other than the Contractor's own employees are used, the Contractor shall be responsible for ensuring that all of the Contractor's obligations under this Agreement are fulfilled by the subcontractor.

## 6. Use of the name Swedish Arts Council for marketing purposes

The Contractor does not have the right to use the name of the Swedish Arts Council for marketing purposes without the prior written consent of the Swedish Arts Council.

## 7. Defects in the performance of the assignment

The performance of the assignment shall be deemed defective if it:

- (i) does not meet the requirement specifications in the Agreement; or
- (ii) if the results of the assignment deviate from information of relevance to the assessment of the nature or appropriateness of the work provided by the Contractor when entering into the Agreement, or in marketing its services, that can be assumed to have influenced the Agreement; or
- (iii) the Contractor failed to inform the Swedish Arts Council of any circumstances, other than those made known when entering into the Agreement, of relevance to the performance of the work that the Contractor was, or should reasonably have been, aware of and realised, or should reasonably have realised, were of significance to the Swedish Arts Council.

## 8. Delays caused by the Contractor

Delays are deemed to have been caused by the Contractor if, through no fault of the Swedish Arts Council, all or parts of the assignment have not been completed by the agreed deadlines or, if no deadline has been agreed, within what would normally be considered a reasonable period of time for a service of the same nature and scope. Delays are also deemed to have been caused by the Contractor if the Contractor fails to begin work on time or to maintain the agreed schedule.

<sup>1</sup> For contractors who are unable to certify that they are approved for F-tax and have a duty to report VAT, the Swedish Arts Council shall make preliminary tax

deductions and pay social security contributions. For these contractors, the remuneration shall include holiday pay, unless otherwise agreed.

### 9. Sanctions for delays and defects

In the event of delays or defects that are the fault of the Contractor, the Swedish Arts Council may withhold payment that has not yet been made. The Swedish Arts Council may also choose whether to allow the Contractor to continue to perform the assignment (in case of delay), rectify the defect (in case of a defect in performance) or cancel the implementation of the service.

### 10. Compensation for defects

If the Swedish Arts Council requests the Contractor to rectify a defect or cease work pursuant to Section 9, the Contractor shall compensate the Swedish Arts Council for direct damage caused to the Swedish Arts Council by the rectification of the defect or cancelling of the assignment.

### 11. Ownership and right of use

Ownership and copyright of the results of the assignment belong to the Swedish Arts Council without restriction, regardless of the medium. The Swedish Arts Council shall be entitled to use the results or material produced in connection with the assignment, in whole or in part and in other contexts, and to freely modify and dispose of the results of the assignment and the material produced in connection with it.

The Contractor may not use the results of the assignment or the material produced in connection with the assignment in its future activities without the prior written consent of the Swedish Arts Council.

The Contractor shall ensure that any subcontractor or equivalent party retained by the Contractor enters into a binding undertaking regarding the rights of the Swedish Arts Council as described above.

The Contractor shall ensure that the Swedish Arts Council can use the results of the assignment and the material produced in connection with the assignment freely and without restriction or limitation. To this end, the Contractor shall ensure that the results and/or material supplied do not infringe the rights of any third party.

The agreement between the parties regarding the rights referred to above shall remain valid even after the assignment has been completed.

### 12. Confidentiality and information management

The Contractor undertakes not to disclose to third parties any confidential information received from the Swedish Arts Council, or that comes to light during the performance of the assignment. Confidentiality shall continue to apply after the end of the assignment.<sup>2</sup>

### 13. Transfer of the Agreement

Neither party shall have the right to transfer this Agreement nor any rights or obligations under the

Agreement, or any subsequent agreement, to any third party without the written consent of the other party. This also applies to the transfer of invoices.

### 14. Termination of the Agreement or limitation of the assignment

The Swedish Arts Council may terminate the Agreement or limit the scope of the assignment before the end of the agreement period.

Notice of such action shall be given in writing in good time so as to cause the minimum possible inconvenience to the Contractor. In the event of the termination of the Agreement, the Contractor shall be remunerated for the work performed, expenses and any costs incurred for winding-up the assignment.

If the Contractor fails to comply with applicable legislation or regulation, is in arrears with taxes or fees to the State or fails to fulfil any requirements of the Agreement of material importance to the Swedish Arts Council, the Swedish Arts Council retains the right to terminate the Agreement immediately without any further obligation to remunerate the Contractor for work performed but not invoiced. Debts to the State in respect of taxes or fees may be deducted from the payment of any invoices.

Furthermore, the Swedish Arts Council has the right to terminate the Agreement with immediate effect if the Contractor is declared bankrupt, enters into composition negotiations, goes into liquidation or can otherwise be assumed to be insolvent.

### 15. Amendments to the Agreement

Amendments and additions to this Agreement must be in writing and signed by both parties in order to be binding.

### 16. Force majeure

A Party shall not be considered to be in default or breach of this Agreement if it is prevented from meeting its undertakings due to events beyond its control. Such events include industrial disputes, fire, war, mobilisation, unforeseen large-scale military conscription, confiscation, riots and civil unrest, whether these affect the Party directly or its subcontractors. If a Party wishes to invoke force majeure due to events affecting a subcontractor, wherever possible the Party shall resolve the issue by using a different subcontractor. Force majeure may not be invoked due to industrial disputes resulting from the Party's failure to comply with rules and principles that generally apply to the market.

The Parties undertake to inform the other Party in writing of any events of the aforementioned nature that prevent or unreasonably hinder the Party from fulfilling its undertakings under the Agreement. The Swedish Arts

<sup>2</sup> Chapter 2, Section 1 of the Swedish Public Access to Information and Secrecy Act (SFS 2009:400)

Council retains the right to use another contractor while the grounds for force majeure persist. The Party shall meet its undertakings under the Agreement immediately that the invoked grounds for force majeure cease to apply.

If the Party has invoked force majeure and the grounds for doing so persist for more than two months, a Party may submit a written request to terminate the Agreement.

#### **17. Insurance**

The Contractor shall arrange insurance to cover liability for all types of damage that may be sustained by the Swedish Arts Council due to defects in the performance of the assignment, if this is necessary in view of the nature and scope of the assignment.

#### **18. Disputes**

Disputes arising from the application or interpretation of this Agreement and any associated legal matters shall be heard and finally adjudicated by a Swedish general court under Swedish law.

#### **19. Anti-discrimination and sustainability**

The Contractor shall apply applicable Swedish discrimination and sustainability legislation in addition to any other additional requirements that the Swedish Arts Council may specify in tender documentation. The latter may be clarified in separate terms and conditions relating to this agreement.