**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.

**Invoicing address**

Paper invoices from Swedish suppliers who invoice in SEK are sent to:

Uppsala University

PG 1254

737 84 Fagersta

Foreign suppliers and suppliers who send e-invoices issue their invoices to the department's address.

Order confirmation and possible reminders are sent to the buyer (the Department).

**Invoice content**

The invoice shall contain the following information:

* Invoicing address
* The buyer's name and reference code (xxxxxx)[[1]](#footnote-1)
* The supplier's complete name and address together with corporate identification number/VAT (Value Added Tax) number
* Invoice number
* Invoice date
* Due date and payment terms and conditions
* Currency code (if other currency than SEK)
* Total invoice amount
* Total amount of VAT and VAT rate
* The product's article number and price (where applicable, a specification of different parts and their prices)

For Swedish suppliers, the invoice shall also include information about:

* Plusgiro, bankgiro and/or bank account number for Swedish suppliers
* F-tax card

For foreign suppliers, the invoice shall also include information about:

* Bank account number/IBAN and SWIFT Code (BIC) together with any clearing code

**Payment terms and conditions**

Payment shall be made within thirty (30) days from the approved commission. Invoicing, order and handling charges are not approved. Interest on overdue payment is to be charged under the Interest Act (SFS 1975:635).

An invoice containing incomplete or inaccurate information will be returned for correction. A new due date will be reckoned thirty (30) days from the date a correct invoice is received. Interest on overdue payment and charges for invoices that are returned will not be accepted.

**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.
1. **Information to the supplier**. The supplier shall state the buyer's reference code on the invoice. Only the reference code is to be entered under “Your reference”, no other information. If the invoice does not have the field “Your reference”, the reference code may be given in the address field. [↑](#footnote-ref-1)