

(version 210305)

Diakonia

and

[Name of Company/Institution/Organisation]

Consultancy Agreement

Fixed amount

[Date]

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[Do not forget to update the content list]

CONSULTANCY AGREEMENT

This consultancy agreement (the “Agreement”) has this day been entered into

All text in red shall be checked especially and relevant information for the country and service shall be entered.

BETWEEN

1. **Diakonia**, Reg. No. [the office registration, or HO registration 802017-3517], a company duly incorporated and organised under the laws of Sweden or the country office to sign this contract, having its registered address at Gustavslundsvägen 18, Box 14038, 167 14 Bromma, Sweden [or insert Office Address]; and
2. **Party 2**, Reg. No. XXXXXX-XXXX, a company duly incorporated and organised under the laws of XXXXXX, having its registered address at Address, Postcode, City, Country, (the “Consultant”). VAT registration.

3. **Regarding VAT and Diakonia**

In Sweden:

Diakonia is registered in Sweden as a non-profit association and is not considered a taxable person in Sweden. Diakonia Sweden shall always pay VAT on invoices for goods and services. All prices shall include VAT in the tendering processes. In Sweden then supplier shall pay VAT according to Swedish tax legislation. Should Diakonia Sweden contract a foreign supplier VAT must be reported by the foreign supplier according to local rules.

In the Regions:

Usually Diakonia shall pay VAT in the countries of registration, which means that all prices in the tender processes shall include VAT. It is important that the office procuring goods or services make sure that suppliers have VAT registration, and that invoices

The payment of VAT in the country depends on Local Legislation in the country where the Diakonia office is registered, and particularly Tax legislation. An investigation regarding the status concerning Diakonia’s obligation to pay VAT may need to take place in the local country, to find out Diakonia’s taxable status.

Diakonia and the Consultant are hereinafter collectively referred to as the “Parties”, or individually as a “Party”.

Name of the Service: XXXXXX

The Service: XXXXXX

Grant number and name: XXXXXX

Diakonia Office and Agreement Name: XXXXXX and YYYYYYY

Date of Agreement: XX Month 20XX

1. Nature and scope of the Assignment

- a. Diakonia hereby grants the Consultant the assignment to perform, as consultant # (hereinafter referred to as the "Assignment").
- b. This Agreement shall enter into force on XX Month 20XX and apply up to and including XX Month 20XX. The agreement may be terminated in accordance with XX.X [Termination clause further down].
- c. The content and scope of the Assignment are indicated in the Assignment description, Appendix 1. The purpose of the Assignment is to #. The Consultant agrees to carry out the Assignment according to the specific provisions of this agreement. Any inconsistency between the different parts of the Agreement shall be resolved by giving precedence in the following order: (a) the Agreement; (b) Diakonia's Terms and Conditions; (c) the Budget; (d) the Assignment Description or Quotation.
- d. Appendices:
Appendix 1 Service Description or Quotation
Appendix 2 Financial proposal/Budget
Appendix 3 Diakonia's Code of Conduct for suppliers (TBW)

2. Performance of the Assignment

- a. The consultant shall perform all parts of the Assignment in accordance with the provisions of this Agreement and with the skill and care which Diakonia has reason to expect of a reputable consultancy firm in the Consultant's field of business.

3. Modifications of the Assignment

- a. Diakonia is entitled to modify the Assignment while it is being performed; however, any material change requires the consultant's prior consent. Such consent may not be unreasonably withheld. Any modifications in the Assignment shall be agreed upon by both parties in writing before the changes are to be carried out.
- b. In the event of a modification of the Assignment, compensation to the Consultant shall either be increased or decreased in proportion of the modification.

- c. The Consultant is not entitled to compensation for possible increase in costs (beyond any extra remuneration which may be payable pursuant to the preceding paragraph) which may arise as a result of modifications of the Assignment.

4. Cancellation of the assignment

- a. Diakonia is entitled at any time to cancel unperformed parts of the Assignment. In the event of such a cancellation, Diakonia shall pay compensation to the Consultant for work performed and for reimbursable costs.

5. Management, responsibility and personnel

- a. The Parties shall, in consultation with each other, plan the details of and manage the Assignment. If the Parties are unable to agree in a certain matter, the position held by Diakonia shall prevail.
- b. The Consultant's representative is # and Diakonia's is #. The representatives are authorized to represent the Consultant and Diakonia respectively in all matters concerning the content of the Assignment. A party may at any time replace its representative. The other Party shall without delay and in writing be informed of any such replacement.
- c. Replacement of personnel may only occur with the permission of Diakonia.

6. Sub-consultants

- a. The Consultant is not entitled to retain sub-consultants without the prior written consent of Diakonia.
- b. If a sub-consultant is appointed with the approval of Diakonia, the Consultant shall be responsible for work performed by the sub-consultant and compensation for such work shall be paid on the basis approved by Diakonia and according to the invoice presented by the sub-consultant; however, the amount payable shall not in any case exceed the amount that would have been paid pursuant to this agreement if the Consultant had performed the work.

7. Compensation

Currency may be changed according to context.

- a. Compensation for the Assignment shall be paid in the form of a fixed amount of SEK X, including VAT, for services rendered under this Agreement. **The total amount is based on the exchange rate of 1 SEK = X XXX (X Month XXXX, Source: Oanda).** Diakonia will not be responsible for any exchange rate fluctuations and shall not compensate for any exchange deviations.

- b. [Travel expenses to a maximum of SEK X including VAT]. [Insert i].

[Additional expenses, such as travel expenses, to a maximum of SEK X including VAT, must be specified by the Consultant and be approved by Diakonia in writing, prior to occurring. [Insert a]. Additional expenses are invoiced on the basis of attached receipts for travel and accommodation and on the base of Diakonia's allowance list (attachment X)], taken from the Swedish Tax Authorities allowance list.

- i. All travel shall be avoided as much as possible. If travel is necessary, train travel or other public transport are preferable instead of air travel or car, whenever practical. Travel shall be in economy class, using the lowest available fare.

8. Payment

- a. The payment shall be carried out by invoice in two instalments. An amount corresponding to **X % (maximum 50%)** of the total Payment, **SEK X**, will be paid by invoice after the Agreement has been duly signed and one original has been received by Diakonia. The first invoice must be delivered to Diakonia no later than **X Month XXXX**. The remaining amount corresponding to **SEK X** will be paid after the report has been delivered and approved by Diakonia/**after the reporting requirements have been fulfilled**. The final invoice shall be delivered to Diakonia no later than **X Month XXXX (within a reasonable time, e.g. 6 months after the end of the agreement, if it does not affect the budget)**.
- b. The invoices shall be made out to **Diakonia [Office]** and sent to [address] **or for HO** [\[finance@diakonia.se\]](mailto:finance@diakonia.se)
- c. The Consultant's invoices shall contain the following information:
- i. the extent and nature of work performed
 - ii. an accounting of time for any segment of the Assignment which may have been increased
 - iii. description of special costs with a separate specification of each cost item
 - iv. costs for sub-consultants with specifications
 - v. agreement name and date of signing
 - vi. reference person/Diakonia's contact person
 - vii. the latest date of payment
 - viii. the invoiced sum
 - ix. VAT amount
- d. Verifications requested by Diakonia shall be attached to the invoice.

9. Reporting, documentation etc.

- a. [The Consultant shall on a continuous basis and at the times stipulated by Diakonia present detailed reports of the results achieved. Reporting shall be made according to Diakonia's instructions. At the end of the Assignment, the Consultant shall present a final report containing x].
- b. A [final] written report on the Assignment must be delivered to Diakonia X Month XXXX. [Or other reporting requirements].

10. Ownership and use of the results

- a. Diakonia shall be the sole owner of all materials and intellectual and industrial property rights which accrue through the performance of the Assignment (jointly referred to below as the "Results"). All copyright and any patent rights or other intellectual property rights connected with the Results constitute Diakonia's property.
- b. The Consultant is not entitled to use the Results in the Consultant's future business.
- c. The Consultant covenants that any sub-consultant retained by the Consultant shall sign and execute a binding undertaking not to challenge Diakonia's ownership of the Results.
- d. Diakonia shall also have a right to amend and alter any results and to assign and license any and all rights thereto to third parties.

11. Infringements of rights of third parties

- a. The consultant hereby warrants that the Assignment's results (the Results) can be freely used by Diakonia and that they are not encumbered by and do not infringe upon the right held by any third party.
- b. The Consultant undertakes to compensate Diakonia for any compensation or damages which Diakonia through settlement or judgment is obliged to pay for infringement of an intellectual property right (including acts violative of the **Trade Secrets Act (Swedish Law, please state applicable law)**) arising from Diakonia's use of the Results.
- c. In the event of a claim of infringement, the Consultant shall at the Consultant's own expense take over the dispute and pursue legal proceedings on behalf of Diakonia, and at Diakonia's own expense either ensure Diakonia the right to continued use of the Results or substitute a disputed portion of the Results with results which may be considered acceptable. If continued use of the Results can take place during a pending dispute, the Consultant shall furnish security for the loss which Diakonia may incur as a result of a claimed infringement.

- d. Diakonia shall be entitled to rescind this Agreement if the Consultant does not remedy an intellectual property law defect within a reasonable time from the point in time when the Consultant has received notice from Diakonia of a claimed infringement from a third party.
- e. In addition to sums which Diakonia is obligated to pay to a third party, Diakonia is entitled to compensation for any other loss arising from the intellectual property law defect.

12. Other assignments etc.

- a. In the situation that the Consultant undertakes any other assignments or runs or participates in any business project on their own account or on behalf of another party which would either a) have a negative effect on the Consultants ability to complete the agreed deliverables as well as on the required time allocation for the Assignment from Diakonia, or b) would in other ways materially and directly damage the reputation or activities of Diakonia, the Consultant will alert Diakonia before taking on such an assignment or project and will undertake such work only with specific dispensation from Diakonia. Additional assignments or projects that do not affect project delivery or Diakonia's reputation or activities would not require such dispensation.
- b. While carrying out the Assignment, the Consultant commits to always protect the interests of Diakonia and not to disclose any information regarding the activities of the organization to any third party. This commitment remains in force after termination of the Agreement.
- c. The Consultant shall immediately inform Diakonia of any circumstance which may be in conflict with the provisions of the preceding paragraph.

13. Confidentiality

- a. The Consultant undertakes not to disclose Party confidential information regarding this Agreement or Diakonia to any third party. For the purposes of this section, confidential information means all information of a technical, commercial, or other nature and irrespective of whether the information is documented, or not which Diakonia wishes to keep confidential. Information which is or may be placed in the public domain otherwise than as a result of a breach of this provision shall be excluded. The duty of confidentiality shall apply both during and after the term of the Agreement.

14. GDPR

- a. If the Consultant will handle personal data on behalf of Diakonia, a separate mutual agreement shall be written regarding the Consultant undertaking to act in accordance with the General Data Protection Regulation (EU) 2016/679.

15. Termination of the Agreement

- a. Each Party shall be entitled to terminate the Agreement forthwith if the other Party:
 - i. has committed a material breach of the Agreement;
 - ii. is declared bankrupt, submits an application for a company reorganisation order, enters into liquidation, suspends its payments or is otherwise deemed insolvent.

16. Miscellaneous

- a. Neither Party may not in wholly or partly assign or pledge its rights and/or obligations under this Agreement to any third party without the prior written approval of the other Party.
- b. Only those amendments and additions to this contract that are made in writing and signed by the Parties are valid.
- c. No consent or waiver, express or implied, by either Party of any breach or default of the other Party in performing its obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by the other Party of the same or any other obligation hereunder. Any failure by one Party to complain of any act or failure to act of the other Party or to declare that other Party in default shall not constitute a waiver by the first Party of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing and signed by the Party purporting to give the same.
- d. The Agreement and its Appendices constitute the entire Agreement between the Parties on all matters to which the Agreement relates.
- e. The contents of this Agreement and its Appendices shall supersede all previous written or oral commitments and undertakings.

17. Governing law and Disputes

- a. This Agreement shall be construed in accordance with and be governed by the laws of Sweden. [Choose 17.b or 17.c] (The laws of governance are different depending on where the Diakonia office is registered. Which laws that apply has to be found out before signing the contract.)
- b. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in Stockholm, Sweden, accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.
- c. Any dispute arising out or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled exclusively by the Swedish courts, and the Stockholm

District Court (Sw. Stockholms tingsrätt) shall be the court of first instance. [Use 17.c if the consultant is a smaller one-person firm]

Accept this Agreement by countersigning electronically within 10 days.

AUTHORIZED BY:

Diakonia
[Office]

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

Name of consultant

Name: _____

Title: _____

Date: _____