

(version 210305)

Diakonia

and

xxx

Consultancy Agreement

Fixed amount

Date

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CONSULTANCY AGREEMENT

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

BETWEEN

1. **Diakonia**, Reg. No. 802017-3517, a company duly incorporated and organised under the laws of Sweden, having its registered address at Alsnögatan 7SE-116 44, Stockholm, Sweden.

And

2. **Party 2**, Reg. No. XXXXXX-XXXX, a company duly incorporated and organised under the laws of XXXXX, 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.

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

Name of the Service: XXXXXXX

The Service: XXXXXXX

Grant number and name: XXXXXXX

Diakonia Office and Agreement Name: XXXXXXX

Date of Agreement: XXXXXXX

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 **XXX** and apply up to and including **XXX**. The agreement may be terminated in accordance with Clause 15.a.i This Agreement shall enter into force on **XXX** and remain in effect until **XXX**, unless earlier terminated in accordance with Article 4.
- c. The content and scope of the Assignment are indicated in the Terms of Reference (ToR), attached in Appendix 1. The purpose of the Assignment is to **XXX**. 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 including the annexed ToR; (b) Diakonia's Terms and Conditions; (c) the Budget.
- d. Appendices:
 - Appendix 1 Terms of Reference (ToR) and timeline of delivery
 - 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.
- b. Either party, Diakonia and Consultant, may terminate the agreement by providing 7-days notice without cause.

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 **XXX** and Diakonia's is **XXX**. 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 entitled to retain sub-consultants, provided however that the work to be performed by the sub-consultant does not cover the whole or the major part of the Assignment and that Diakonia has given its prior written consent, such consent not to be unreasonably withheld.
- 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

- a. Compensation for the Assignment shall be paid in the form of a fixed lumpsum amount. The total compensation amount under this Consultancy Agreement period will therefore **XXX/-** (**XXXX** only).
- b. Diakonia will not be responsible for any exchange rate fluctuations and shall not compensate for any exchange deviations.

- c. The Consultant is responsible for paying all applicable taxes and other fees as required by local legislation.

8. Payment

Fee amounts, and specific reimbursement of costs shall be invoiced monthly and payment shall be made no later than 30 days after receipt of the relevant invoice. Final payment will be made after reporting requirements have been fulfilled. The final invoice must be delivered to Diakonia no later than X Month XXXX.

The Payment will be made based on the **official invoice** submitted by the consultant. The final invoice must be delivered by XXX and in accordance with satisfactory final report submission to Diakonia.

- a. The invoices shall be made out to **Diakonia – IHL Centre** and sent to [XXXX](#)
- b. 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 (if applicable)
- c. Verifications requested by Diakonia shall be attached to the invoice.

9. Reporting, documentation etc.

The Consultant shall on a continuous basis and at the times stipulated by Diakonia present detailed reports of the results achieved. Throughout the contract period, the Consultant will report to XXX, on matters related to content and modalities of delivery of their services. The final reports must be delivered to Diakonia by XXXX.

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 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 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.
- 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.

Accept this Agreement by countersigning electronically within 10 days.

AUTHORIZED BY:

ACCEPTED BY:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____