

## Skanska's Standard Terms and Conditions for Consultancy Assignment

19 March 2021

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# **1. INTERPRETATION OF THE TERMS AND CONDITIONS**

The present standard terms and conditions contain additions, amendments, and clarifications to the General terms and conditions for consultancy assignment KSE 2013. These terms and conditions do not restrict the Customer's rights or the Consultant's obligations stipulated by the terms and conditions KSE 2013, unless such restriction is specifically mentioned in the terms and conditions.

## **2. CONSULTANT'S PERFORMANCE OBLIGATION**

### **2.1 Assignment information and competencies**

The Consultant shall be responsible for the competencies of its representative. As regards technical matters, the person representing the Consultant acts as the responsible designer of his or her field of activity.

Skanska's design and modelling instructions shall be made available to the Consultant from the project bank. Instructions to be followed in connection with the assignment shall be documented in the design meeting records or in the decision log. For his or her part, the Consultant shall be responsible for obtaining the source data. With the design, the Customer's instructions shall be followed and Skanska's standard solutions shall be used, if a suitable solution exists. The Consultant shall find out the requirements of the local authorities and legislation and shall adhere to these.

### **2.2 Skanska's Supplier Code of Conduct**

The Customer has defined its unified globally applied ethical business principles. The Consultant assures to be acquainted with Skanska's Supplier Code of Conduct and hereby commits to adhere to the Supplier Code of Conduct principles in its performance. The Consultant is also responsible for ensuring that its employees and other third parties possibly used for performing the assignment adhere to the Code of Conduct principles.

The Customer is entitled to carry out relevant inspections in the Consultant's premises to ensure that the Consultant adheres to the principles of the Code of Conduct. The Consultant shall investigate possible suspected breaches in its own performance and within its own supply chain and immediately correct any omissions discovered, without compromising the fulfilment of its other contractual obligations.

The Customer follows zero gift policy, meaning that the employees of Skanska must neither give nor accept any gifts. For additional information about zero gift policy, please see Skanska webpage.

<https://www.skanska.fi/tietoa-skanskasta/vastuullisuus/eettisyys/code-of-conduct/edustaminen-ja-lahjat/>

The Consultant is not entitled to use the Client as the reference or use in any other way the data protected by the Client's intellectual property right, unless if agreed otherwise. However, by way of derogation from the above, a Consultant's employee who was involved in the project shall have the right of using the name of the project / his or her role as a reference if this is not prevented by the duty of secrecy related to the project or by some other special reason.

## **2.3 Act on Contractor's Obligations and Liability**

The Consultant and possible sub-consultants must have joined the Vastuu Group Reliable partner service and keep their data of the above-mentioned service up to date.

## **2.4 Limitations and requirements related to the use of a sub-consultant**

The Consultant is not entitled to subcontract its work or transfer any other agreed task to a subconsultant without Client's consent. With the exception of the terms and conditions KSE 2013, the same applies to routine and minor tasks. In special circumstances, the Customer may provide consent for using a sub-consultant. The Consultant must present a sub-consultant to the Customer for approval in good time, but not later than five (5) working days before starting work. The Consultant must follow the Act on Contractor's Obligations and Liability as regards its sub-consultant and submit a valid Reliable partner report.

# **3. CONTRACT DOCUMENTATION**

## **3.1 Preparing the offer**

If the offer diverges from the call for tender, it must be mentioned explicitly and relevantly in order to be able to refer to the given exception. A possible optional offer must clearly define how it differs from the solution mentioned in the call for tender. If there are uncertainties in the call for tender documents, they have to be reported to the Customer.

## **3.2 Hierarchy of contract documentation**

If any inconsistencies are discovered between the contents of contract documentation, the provisions of such documents shall apply according to the following hierarchy:

- a) consultancy contract;
- b) Skanska's Standard Terms and Conditions for Consultancy Assignment;
- c) Supplier Code of Conduct;

- d) Skanska's Occupational Safety, Environment and Product Requirements for Consultancy Assignment;
- e) instalments table;
- f) project plan;
- g) design schedule;
- h) task list of the design area;
- i) content information and instructions of the design area model;
- j) general terms and conditions for consultancy assignment KSE 2013;
- k) offer;
- l) valid invoicing instructions available at the Skanska Internet home page.  
<https://www.skanska.fi/tietoa-skanskasta/yhteistyokumppaneille/for-our-international-suppliers/>

## **4. DESIGN SCHEDULE AND RESPONSIBILITY FOR THE ASSIGNMENT**

### **4.1 Following the schedule**

The Consultant must comply with the design schedule prepared by the Client or the schedule agreed for any other task. The Consultant must divide its resources so that its work performance complies with the mentioned schedules.

With the exception of what has been mentioned in section 7.9 of the terms and conditions KSE 2013, the following shall be applied:

If during the work, the Customer and the Consultant agree on a shorter schedule than the original schedule, the Customer is not obligated to provide any compensation to the Consultant for any additional costs incurred by the Consultant in connection with shortening the schedule.

### **4.2 Fine for delay**

The Consultant shall have to pay fine for delay in accordance with section 7.4 of the terms and conditions KSE 2013. In addition to that, interim targets subject to fine may be specified in the contract, in addition to the penalty set by the terms and conditions KSE 2013. The fine for the interim targets is 0.2% of the total assignment amount with possible additional and modification works for each full working day, if completing the interim targets is delayed considering the agreed completion time. The fine for delay in case of contractual delays and delays of interim targets shall be charged for fifty (50) working days as maximum.

The Customer is not obliged to pay the fine for delay specified in sections 7.2 and 7.3 of the terms and conditions KSE 2013. Neither shall the Customer's compensation obligation specified in section 7.5 of the terms and conditions KSE 2013 be applied.

### **4.3 The Consultant's responsibility for the assignment**

The Consultant's responsibility is defined in the terms and conditions KSE 2013. However, the upper limit of the compensation for damages referred to in section 3.2.3 of the terms and conditions is twice the amount of the remuneration of each assignment. In case the Consultant has the project-specific liability insurance, upper limit of the compensation for damages is at least the sum insured.

Termination of the Consultant's liability has been specified in section 3.2.6 of the terms and conditions. The first sentence of the section shall be applied as follows: "The Consultant's liability shall terminate two years and three months after the delivery of the site to be designed on the basis of its assignment."

### **4.4 Consultant's liability insurance**

The Consultant must have consultancy liability insurance as specified in the terms and conditions KSE 2013 with the coverage of twice the remuneration amount, however at least €100.000. Proof of the insurance must be delivered to the Customer.

The Consultant shall be responsible for any costs in connection with the insurance.

## **5. COST ITEMS AND INSTALMENTS OF THE ASSIGNMENT**

### **5.1 Cost items and instalments of the assignment**

The content specified in section 5 of the terms and conditions KSE 2013 shall not be applied. The principles for paying the remuneration shall be specified in the contract.

The amounts of instalments are specified in the instalments table. If no instalments table is prepared for the task or included in the contract related to any other task, the remuneration shall be defined in the design contract. The first instalment or invoice shall not be payable until the following measures have been taken:

- the contract has been signed;
- the tasks mentioned in sections 0 and 1 of the task list of respective design area have been completed and approved by the project manager.
- the necessary development / amendment proposals of designs have been made and these have been approved as the basis for further designs and

- possible other instalment / invoice measures detailed separately in the task list have been completed.

The last instalment or invoice is not payable until the delivered design material complies with the implementation or any other agreed content of the task, the delivery inspection has been performed and the final examination of the design has been arranged. The Consultants must verify the changes in the design made during the construction work at the site and add these to the designs.

The Consultant is not entitled to assign its contractual rights to a third party without Customer's prior written consent. Transfer of the Consultant's receivables requires the Customer's consent and a separate contract to be drawn up between the Customer, the Consultant and the financial institution.

The Consultant must follow the Customer's invoicing instructions. The Consultant shall be liable for the delay in payment caused by incorrectness of the invoice.

The Consultant agrees that payments from the Customer are just payments, not proof of performing tasks in compliance with the consultancy assignment as specified in the contract.

## **5.2 Additional and modification works in connection with the assignment**

The Consultant shall have to perform any additional and modification work requested by the customer.

Additional and modification work must be agreed with the Customer in writing before commencement of work. If additional or amendment works have not been agreed upon in writing prior to commencement of works, the Consultant shall not be entitled to additional compensation for the work or prolongation of the performance period.

If due to the urgency or other pressing reason it is not possible to agree on additional work prior to commencing work, additional work must be agreed as soon as possible.

The Consultant is obliged to notify the customer immediately, if the Consultant detects any contradictions in the designs that may cause additional and modification work.

## **5.3 Approving of the completed works**

The Consultant must obtain approval from the Customer for the amount of hourly charges based on unit prices and requested additional and modification work prior to issuing the invoice. No bonus shall be paid for overwork, unless if earlier mutually agreed with the customer.

## **6. RIGHT OF OWNERSHIP AND USUFRUCT IN CONNECTION WITH THE ASSIGNMENTS**

With the exception of what has been mentioned in the first chapter of section 6.2.1 of the terms and conditions KSE 2013, the following shall be applied:

The designs, building information models, and other documents prepared by the Consultant for this assignment shall be transferred to the ownership of the Customer with all intellectual property rights, after the payment obligations of the mentioned designs and documents have been completed. The Consultant shall retain the documents and rights that were in its possession prior to the assignment and have not been acquired from the Customer. The Customer or possible later owner or holder of the property shall have full access to the designs, building information models (both native and IFC model), and other documents for the chosen intended use of the site in question. The Customer shall be entitled to change the data, to bring it to another form of publication and to transfer it to a third party.

The Customer may, without any compensation, use the design, building information model (IFC model, not native model) or part of the building information model transferred to its ownership as source information or reference in other locations and freely for further design at the site to which the design task applies to. However, the project-specific Consultant shall always be responsible for the designs it has used. The assignor of the building information model shall not be responsible for incorrect use of the model (e.g. own prints, conversion to another file format). The assignor is not responsible for possible loss caused by the program update.

## **7. PERSONAL DETAILS AND CONFIDENTIAL INFORMATION**

The Consultant shall not have the right of using personal details or Skanska's confidential information disclosed to it for any other purpose than fulfilling its contractual obligations. The secrecy obligation with respect to confidential information or personal details shall be preserved also after termination of the contract.

### Processing of personal details, privacy

Skanska collects, processes, and stores personal details of the representatives and employees of its contractual partners and stakeholders in the register of contractual partners and stakeholders of Skanska Oy and its subsidiaries. The Consultant confirms that proceeding from data protection legislation, it is legally entitled to submit personal details of its representatives and employees to Skanska for the purposes of co-operation and execution of contracts. Skanska processes personal details of the representatives of its contractual partners and stakeholders in



accordance with the Privacy Policy of the register of contractual partners and stakeholders of Skanska Oy and its subsidiaries.

The Privacy Policy is available on Skanska's website. <https://www.skanska.fi/tietoa-skanskasta/yhteistyokumppaneille/Tietosuojaseloste/>

To the extent that the Consultant receives and processes personal details of Skanska's personnel or customers, the processing must comply with the data protection legislation in force and Skanska's Data Processing Agreement, which forms a part of this contract, complete with the terms and conditions. The Data Processing Agreement is available on Skanska's website.

<https://www.skanska.fi/tietoa-skanskasta/yhteistyokumppaneille/sopimusasiakirjat-ja-ohjeistukset/>

In the event of conflicts between the master contract and the Data Processing Agreement, the terms and conditions of the Data Processing Agreement shall primarily apply.

### Confidential information

Within the framework of Contract execution, Skanska's confidential information may be disclosed to the Consultant. Confidential information refers to all non-public information related to Skanska's business that concerns the following of Skanska, its co-operation partners or customers:

- customer or personnel information;
- business, operation, and production practices;
- information that is not or has not been publicly available;
- information disclosed to the Consultant in connection with the assignment;
- company-specific design guidelines, accommodation concepts, site-specific information designated as confidential, any data related to pricing or financial circumstances, and such data or materials disclosed to the Consultant by the Customer that are clearly confidential;
- information of such nature that the Consultant had or should have had identified it as confidential.

The Consultant undertakes to process and store confidential information received from Skanska with special care, ensuring that confidentiality of the information is not endangered at any stage, and apply at least the same means and care upon protection of confidential information as applied by the Consultant upon protection of its own confidential information. The Consultant shall not transfer, disclose or submit Skanska's confidential information to third parties, including such employees of the Consultant who do not need the confidential information for the performance of their contractual tasks, without Skanska's prior written consent. If disclosure of information to third parties is inevitable for the performance of the contract, the Consultant shall make sure that the third party undertakes to maintain the confidentiality of the information.



The Consultant undertakes to maintain the secrecy of confidential information also after termination of the contract between the Customer and the Consultant, for at least seven (7) years, unless otherwise agreed in the contract.

## **8. THE CUSTOMER'S RIGHT TO ASSIGN, TERMINATE AND CANCEL THE CONTRACT**

### **8.1 The Customer's right to assign the contract**

The customer shall have the right of assigning the consultancy contract with all the rights and obligations to another company belonging to the Skanska group.

### **8.2 Termination of the contract**

If the procurement is terminated or the contract is cancelled for any other reason than because of the Consultant, the Customer shall specify, together with the Consultant, the termination point of the assignment and pay to the Consultant a sum equal to the estimated instalments considering the completed work. No other compensation for termination or cancelling shall be paid.

### **8.3 Cancelling of the contract**

The Customer is entitled to cancel the contract without the prior notification presented in sections 8.1.1 and 8.1.2 of the terms and conditions KSE 2013 should the conditions of cancellation be met.

In case the Customer cancels the contract in the above-mentioned cases, the Consultant is obliged to compensate all costs exceeding the agreed remuneration as well as any other damage caused to the Customer because of Consultant's procedures or cancelling the contract.

Sections 8.1.3 – 8.1.6 of the terms and conditions KSE 2013 shall not be applied.

The Customer is entitled to cancel the contract, if the Consultant:

1. acts in contradiction with the guidelines of Skanska's Code of Conduct principles;
2. violates severely Skanska's occupational safety, environment, and product requirements for consultancy assignment;
3. violates the requirements in connection with the approval of the sub-consultant;
4. fails to deliver statements pursuant to the Act on Contractor's Obligations and Liability;
5. neglects severely in any other way the contractual obligations.

The Customer is entitled to cancel the contract on the basis of infringement of the principles of Code of Conduct or in case of serious occupational safety related negligence without any prior warning regarding the threat to cancel the contract.

### Sanctions

The Consultant represents, assures and shall be responsible for ensuring that the Consultant and its owners, up to and including its beneficial owner(s) are not subject to sanctions or export restrictions imposed by the UN, the EU, the UK or the US, either directly or through ownership or control, or subject to similar measures imposed by other actors.

The Consultant undertakes to inform immediately, if this representation is no longer accurate.

In case the representation is no longer accurate or if the Consultant otherwise violates any of its obligations under this term, Skanska has the right to terminate the agreement or, in its sole discretion, suspend its performance for the duration of the relevant sanctions. The Consultant is aware that in that situation, payments to the Consultant may be prevented or delayed and Skanska may be otherwise prevented from performing its obligation under this Agreement. In such a situation, the Consultant is not entitled to receive any penalty interests or any other compensation or damages from Skanska.

## **9. DISPUTES AND RESOLUTION THEREOF**

### **9.1 Applicable law**

Finnish law shall be applied with the contract with the exception of the conflict of laws.

### **9.2 Resolution of disputes**

The following shall be applied, with the exception of sections 10.2, 10.3, 10.4, and 10.5 of the terms and conditions KSE 2013:

Any disputes resulting from, or related to, the Consultancy contract that the parties fail to resolve by way of negotiations shall be resolved by a single-member court of arbitration in accordance with the valid law of arbitration.

Language of the arbitration is Finnish, but the official documents, evidence, and hearing of witnesses may be either in Finnish, Swedish or English.

The confidentiality concerns the arbitration process as well as the arbitration award.

The arbitration shall take place in the city of Helsinki.