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| Description: BKK | Construction Contracts Committee | | Form 1/09 drawn up byThe Construction Contracts Committee (BKK) and adapted to ABK 09 | |
|  | | CONSULTANT CONTRACT (ABK 09) | |  |
| This form is intended for use in consultant agreements according to General Conditions of Contract For Consultant Agreements For Architectural and Engineering Assignments – ABK 09.*NOTE! The appropriate box must be checked for its content to be applicable.* | | | | |

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| Client | | Company | | | |  | Corporate identity number |  |
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|  |  | | **Invoicing address other than stated above (see below under Remuneration, payment and cancellation).** | | | | | |
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| Consultant | Company | | |  | Corporate identity number |  |
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|  | Address | | | | |  |
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| Project designation | Project name |  | Employer’s project number |  |
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|  |  | Consultant’s assignment number |  |
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| Intended purpose | The purpose of this assignment is the use of its result with respect to the <reconstruction of Building D on the real estate parcel Kv Molnet 1, Stockholm Municipality>. |  |
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| Scope of the Contract | Assignment type and scope | | |  |
| (ABK 09 ch. 1) |  | | |  |
|  |  | The Assignment is specified in consultation (ABK 09 ch. 1 § 1). | |  |
|  |  | The Assignment is specified in the tender documents (ABK 09 ch. 1 § 2). | |  |
|  | The following contract documents apply to the Assignment:   1. this Contract  1. amendments to ABK 09 that have been set out in a specific protocol either in the administrative guidelines or other comparable document dated <YYYY-MM-DD> 2. ABK 09 – General Conditions of Contract For Consultant Agreements For Architectural and Engineering Assignments | |  |  |
|  |  | | **Date** |  |
|  | 1. Order | | <YYYY-MM-DD> |  |
|  | 1. Assignment confirmation | | <YYYY-MM-DD> |  |
|  | 1. Tender | | <YYYY-MM-DD> |  |
|  | 1. Tender documents | | <YYYY-MM-DD> |  |
|  | 1. Other documents | | <YYYY-MM-DD> |  |
|  | **Presentation of the Assignment Result** | | |  |
|  | The result of the Assignment shall be presented in | | |  |
|  |  | The manner stated in the Contract Appendix | |  |
|  |  | The following manner: | |  |
|  | **Archiving of the Assignment result** | | |  |
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|  |  | The Consultant shall arrange for the archiving of the Assignment Result. | |  |
|  |  | The Consultant shall archive the Assignment Result as follows: | |  |
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| Performance  (ABK 09 ch. 2) | **Documents from the Client (ABK 09 ch. 2 § 2)** | |  |
| Documents provided by the Client: | |  |
|  | **Plan for quality and environmental management (ABK 09 ch. 2 § 3)** | |  |
|  |  | |  |
|  |  | The Consultant is to draft a plan for the Assignment’s quality and environmental management. |  |
|  | **Communication during the Assignment period (ABK 09 ch. 2 § 5)** | |  |
|  | Information, data and documents must be communicated as follows during the assignment period:  <...> | |  |
|  |  | The Consultant’s information, data and documents shall be sent to the following persons <...> |  |
|  |  | The Client shall, at the latest, at the start-up meeting inform the Consultant of the persons they must communicate with. |  |
|  |  | The Client must, at the latest <YYYY-MM-DD> inform the Consultant of the persons he/she must communicate with. |  |
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| Organisation  (ABK 09 ch. 3) | The Parties´ Representatives (ABK 09 ch. 3 § 1)  The Client’s Representative is | | | | | | |
| Name | | | | | |  |
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|  | Telephone | |  | Cellular telephone |  | E-mail address |  |
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|  | The Consultant’s Representative is | | | | | | |
|  | Name | | | | | |  |
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|  | Telephone | |  | Cellular telephone |  | E-mail address |  |
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|  | The Parties’ Project Organisations (ABK 09 ch. 3 § 3) | | | | | | |
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|  |  | The Parties’ project organisations are set out in the Contract Appendix | | | | |  |
|  |  | The Consultant’s sub-consultants are set out in the Contract Appendix | | | | |  |
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|  | The Client´s Project Manager: | | | | | | |
|  | Name | | | | | |  |
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|  | Telephone | |  | Cellular telephone |  | E-mail address |  |
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|  | The Consultant´s Assignment Manager: | | | | | | |
|  | Name | | | | | |  |
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|  | Telephone | |  | Cellular telephone |  | E-mail address |  |
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|  |  | The Client’s Project Manager and the Consultant’s Assignment Manager possess the authority to reach agreements and issue binding instructions concerning the Assignment, however not in issues of major financial significance. Agreements and instructions equivalent to a value exceeding       Swedish statutory price base amount or       % of the fixed fee/agreed budget are deemed to be of major financial significance unless otherwise agreed. | | | | |  |
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|  | Meetings (ABK 09 ch. 3 § 6) | | | | | | |
|  |  | | | | | |  |
|  |  | Start-up meeting shall be held <YYYY-MM-DD> at <HH.MM> on <location> | | | | |  |
|  |  | In addition to this,       meetings are expected to be held. | | | | |  |
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| Times | Time schedule (ABK 09 ch. 4 § 1) | | | |
| (ABK 09 ch. 4) |  | | **Date** |  |
|  |  | The Assignment starts and ends according to the following |  |  |
|  | The Assignment starts | | <YYYY-MM-DD> |  |
|  | The Assignment ends | | <YYYY-MM-DD> |  |
|  |  | The Assignment is to be performed according to the enclosed time schedule, contract appendix |  |  |
|  |  | The Assignment is to be performed according to a time schedule, which is to be drawn up at a later date. |  |  |
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|  | Delays (ABK 09 ch. 4 § 6) | | | |
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|  | **Damages**  If liquidated damages have not been agreed, the Consultant may be liable for damages for the delay. Such damages are limited to the size of the fee, however, at the most ten times the Swedish statutory price base amount. If liquidated damages have been agreed, the Consultant is not obliged to pay other damages for the delay. | | |  |
|  |  | **Liquidated damages** | |  |
|  | If the Consultant exceeds the agreed time for the delivery of the entire Assignment or for specifically defined sub-deliveries in the Assignment subject to liquidated damages, the Consultant shall pay the liquidated damages for the delay with | | |  |
|  |  | SEK       for each commenced week | |  |
|  |  | per cent of the fixed fee/budget for each commenced week | |  |
|  | The liquidated damages are limited to a total amount in the assignment of | | |  |
|  |  | SEK | |  |
|  |  | per cent of the fixed fee/budget | |  |
|  | *Remarks: Liquidated damages should only be agreed for critical delivery times.* | | |  |
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| Liability | Insurance (ABK 09 ch. 5 § 10) | |  |
| (ABK 09 ch. 5) |  | The Consultant must at the latest <YYYY-MM-DD> provide the Client with proof that agreed insurances have been taken out. |  |
|  |  | The Consultant certifies that he/she holds the agreed insurances. |  |
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| Remuneration, payment and cancellation |  | |  |
| (ABK 09 ch. 6) | **Remuneration (ABK 09 ch. 6 § 1)**  Remuneration is paid according to the checked option. All amounts are exclusive value added tax, unless otherwise stated.  **Indexation (ABK 09 ch. 6 § 1)** | |  |
|  |  | Indexation with respect to the <fixed fee/hourly rates> is to occur according to the Factor price index for Consultant services K84 with base month       20   Indexation occurs once per       with the start      . |  |
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|  |  | **Variable fee (ABK 09 ch. 6 § 2)** |  |
|  | The variable fee is paid as set out below: | |  |
|  |  | Variable fee for the time spent according to contract appendix no      . |  |
|  | Budget for the Assignment is       SEK | |  |
|  |  | Variable fee for the time spent as set out below: |  |
|  | <X> SEK per hour for <state person or category>  <X> SEK per hour for <state person or category>  <X> SEK per hour for <state person or category>  Budget for the Assignment is       SEK | |  |
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|  |  | **Fixed fee (ABK 09 ch. 6 § 2)** |  |
|  | A fixed fee is to be paid in the amount of SEK      . | |  |
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|  |  | **Specific Reimbursements for costs (ABK 09 ch. 6 § 5)** |  |
|  | The Consultant is entitled to special specific reimbursements for costs according to the checked boxes below /ABK 09 ch. 6 § 5): | |  |
|  |  | Sub-consultants |  |
|  |  | Instruments, field equipment or laboratory investigations |  |
|  |  | Computers and/or software for calculations, drawing work and the like. |  |
|  |  | Copying |  |
|  |  | Production of models |  |
|  |  | Travel and per diem expenses |  |
|  |  | Following other expenses |  |
|  |  | Reimbursements shall be paid in the amount of an additional surcharge of <...> per cent with respect to the Consultant´s verified prime costs. |  |
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|  |  | **Other/additional forms for the calculation of the fee (ABK 09 ch. 6 § 2)** |  |
|  | Remuneration comprising incentives, bonus or that are payable according to another calculation basis is paid in accordance with the contract appendix      . | |  |
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|  | Invoicing (ABK 09 ch. 6 § 9) | |  |
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|  |  | Separate invoicing address |  |
|  | Invoices shall always be sent to the address:      . | |  |
|  |  | Separate invoice designation |  |
|  | Invoices must be designated with:      . | |  |
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| Disputes | Dispute resolution according to ABK 09 ch. 9 |  |
| (ABK 09 ch. 9 and 10) | State whether disputes arising from the Contract are to be resolved in a manner other than that stated in ch. 9 § 1. |  |
|  |  | |
|  | Simplified alternative dispute resolution according to ABK 09 ch. 10 | |
|  | State whether the parties agree to resolve the dispute through a simplified alternative dispute resolution according to ABK 09 ch. 10. State the name of the arbitrator according to ABK 09 ch. 10 if such is to be appointed in advance. |  |
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| Miscellaneous | Other agreements |  |
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| Signature | Two identical copies of the Contract have been drawn up and exchanged. | | | |
|  | Location and date |  |  |  |
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|  | For the Client |  |  |  |
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|  | Name in print |  |  |  |
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|  | Location and date |  |  |  |
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|  | For the Consultant |  |  |  |
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|  | Name in print |  |  |  |
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