

1. FRAMEWORK AGREEMENT HEALTHCARE DATA PLATFORM

This Framework Agreement contains requirements and conditions for the fulfillment of the Framework Agreement regarding the Digital Health Platform with the file number K 2023-6925 and is applicable to the contractual relationship between Karolinska University Hospital (hereinafter referred to as Karolinska) and the Framework Agreement Supplier. The Framework Agreement applies only between Karolinska and the Framework Agreement Supplier. The Framework Agreement Supplier may be awarded Contracts under the Framework Agreement which contains relevant requirements and conditions for Call-off and award of Contracts. However, Karolinska does not guarantee any exclusivity, sales volume, or similar.

2. PARTIES AND AUTHORISED CALL-OFF AUTHORITIES

2.1 Parties

The Framework Agreement with file number K 2023-6925, has been concluded on behalf of the Procured authorities, between Karolinska University Hospital, organization number 232100-0061, Address Karolinska University Hospital, 171 76 Stockholm, hereinafter Karolinska, and [Framework Agreement Supplier], organization number [XXXXXX XXXX], hereinafter Framework Agreement Supplier.

The Framework Agreement Supplier has been awarded a framework agreement in the following areas:

1. OpenEHR based Software
2. Software for openEHR content Creation and Transformation
3. Consultant services

To be completed when establishing the Framework Agreement depending on which area(s) the tenderer is awarded a framework agreement.

2.2 Call-off authorities

The Framework Agreement can be used for Call-off by the below-mentioned procuring authorities. These are referred to as authorized/call-off authorities/Customer.

- Karolinska University Hospital 232100-006
- Södersjukhuset AB (SÖS), org.nr 556595-7403
- Södertälje Hospital AB, org.nr 556775-9922
- Danderyd Hospital AB (DS, org.nr 556575-6169
- Tiohundra AB, org.nr 556595-7395
- St: Erik's Eye Hospital, org.nr 5565 74-3589
- Ambulance Care in Greater Stockholm AB (AISAB), org.nr 556461-6695
- Region Gotland, org.nr 212000-0803
- Health and Medical Care Administration (HSF), org.nr 232100-0016
- Stockholm County Healthcare Area (SLSO, org.nr 232100-0016

If all or parts of the Call-off authority's operations are transferred to another legal entity through reorganization and the need covered by the Framework Agreement is wholly or partially taken over by the other legal entity, this entity is also entitled to call off goods and services from the framework agreement.

2.3 Contact persons

Appendix **x** shows the contact persons for the Framework Agreement. The Framework Agreement Supplier's contact person has the authority to represent the Framework Agreement Supplier in matters concerning the Framework Agreement on behalf of the Framework Agreement Supplier and with binding effect for the latter. Change of contact person must be notified in writing to the other party without delay. Messages from the Party regarding the Framework Agreement must be provided in writing to the other party's contact person. Notice of any change must be sent in writing well in advance of the change taking effect.

The Framework Agreement documents must be in English and English must be used in communication unless the Parties agree otherwise. This means that each contact person must be able to assimilate information and communicate in English in speech and

writing. It is also possible to communicate in Swedish in speech and writing if the parties possess such competence.

3. DEFINITIONS

Concept	Explanation
Call-off	With Call-off is meant the actions Call-off authority takes in order to purchase Procurement Object by awarding Contract according to the Framework Agreement.
Authorized	With Authorized is meant the contract authorities specified in section 2.2 and are authorized to make call-off from the framework agreement.
Call-off Request	With Call-off Request is meant the request that contract authority (Customer) sends to Framework Agreement Suppliers at Call-off.
Call-off Response	With Call-off Response is meant the tender or the confirmation that Framework Agreement Suppliers submit to a Call-off Request. With Call-off Response is also meant response to Call-off Authority that the Framework Agreement Supplier cannot offer requested Procurement Object.
Custom	With Custom is meant a contract authority who carries out a renewed competition (call-off).
Contract	With Contract is meant the written agreement (including agreements such as those concluded electronically via e-mail, e-commerce system or booking system) regarding the purchase of Procurement Object according to the Framework Agreement.
Party	With Party is meant in the Framework Agreement Karolinska or the Framework Agreement Supplier. With Framework Agreement is meant the documents including appendices, which are listed in the section "Framework Agreement documents" and their mutual order.
Framework Agreement Supplier	With Framework Agreement Supplier is meant the tenderer who after completed procurement has entered into a Framework Agreement with Karolinska.
In writing	With in writing is meant in the Framework Agreement message that has been sent by

	regular mail, via e-mail or other electronic means.
Subcontractor	With Subcontractor is meant a legal or physical person that the Framework Agreement Supplier hires to fulfill all or parts of the commitment that appears from the Framework Agreement and Contract. Licensors are not seen as Subcontractors.
Procurement Object	With Procurement Object is meant the goods and services that the Framework Agreement Supplier must provide according to the Framework Agreement and Contract. Procurement Object according to Contract may be provided at single or recurring occasions.
Solution	

4. FRAMEWORK AGREEMENT DOCUMENTS AND THEIR MUTUAL ORDER

The Framework Agreement consists of the documents listed below. The documents complement each other, unless the circumstances suggest otherwise. If the documents contain conflicting information, they apply in the following order:

1. Written changes and additions in the documents below;
2. Framework Agreement (this document) with the following appendices
 - 2.1 General conditions
 - 2.2 Authorized procuring authorities
3. Procurement documents with appendices including corrections, additions and clarifications Framework Agreement Supplier's tender with appendices including approved corrections, additions and clarifications by Karolinska.
4. Framework Agreement Supplier's tender with appendices including approved corrections, additions and clarifications by Karolinska.

5. SCOPE OF THE FRAMEWORK AGREEMENT

This procurement includes goods and services in the following areas:

1. OpenEHR based Software

Karolinska University hospital has begun the development of an open and standardized Digital Health Platform to create more and new opportunities for data-driven care and research. To continue developing our new Digital Health Platform with vendors who can offer products and services within

- Software for storing and managing openEHR-based data
- Software for developing and publishing openEHR-based applications
- Software services

2. Software for openEHR content Creation and Transformation

In Tender Area 2 we are looking for openEHR-related tools, SDKs (Software development Kits) and other utilities. We are interested the software and associated professional support different suppliers can provide. Open-Source software can also be offered, provided that professional support for such software is included. Tools in this Tender Area are tools that can be used to perform tasks related to the core components of the ecosystem, i.e., an openEHR-based clinical data repository and relating systems and services. Development tools are needed to manage and further develop content in these core components as well as applications based upon them.

3. Consulting services

In Tender Area 3 we are looking to purchase consulting services. The Consulting Services Providers must be able to deliver expertise regarding openEHR and/or SNOMED CT. The same Consulting Services Providers should also be able to provide competence regarding HL7 FHIR, HL7 v2, DICOM, bioinformatics/omic-standards and related terminologies/ontologies etc. when needed.

Karolinska reserves the right to check that goods, software and services provided by the Framework Agreement Supplier through the Framework Agreement are included in the scope.

Karolinska reserves the right to check that goods, software and services provided by the Framework Agreement Supplier through the Framework Agreement are included in the scope of the Framework Agreement. Karolinska has the right to refuse goods and services, software that according to Karolinska's interpretation are not included in the Framework Agreement. In case of disagreement, Karolinska has the right of interpretation.

6. TURNOVER

Karolinska estimates the turnover of the Framework Agreement within the areas to a total of 160 million SEK excluding VAT. The estimate is based on the estimated need for goods, software and services within the requested framework agreement areas. Karolinska does not guarantee any sales volume or similar.

The requested framework agreement areas may be called off up to a total turnover of 160 million SEK excluding VAT during the term of the Framework Agreement. If the total turnover is reached, Call-off can no longer be made from the Framework Agreement for the remaining part of the Framework Agreement period. Framework Agreement and Contract remain valid even after the total turnover has been reached and the framework agreement conditions must be applied in full.

Karolinska reserves the right to close the Framework Agreement for Call-off prematurely if it is noticed during accounting or reconciliation that 90 percent or more of the total turnover for the Framework Agreement has been reached, and that Karolinska considers it likely that the total turnover will be exceeded during the coming accounting period.

7. FRAMEWORK AGREEMENT PERIOD

The Framework Agreement becomes binding from the date the Parties sign it but comes into effect [DATE (day-month-year)]. If the Parties sign the Framework Agreement at a later date, the Framework

Agreement comes into effect from that date. The entry into force of the Framework Agreement means that Call-off can be made. The Framework Agreement runs for a period of 48 months, but no later than [DATE (day-month-year)]. The Framework Agreement then ceases to apply without termination. However, the award of Contracts must take place during the term of the Framework Agreement.

Karolinska has a unilateral right to terminate the Framework Agreement at the earliest 24 months before the Framework Agreement expires with at least three (3) months' notice period. Termination must be in writing. Karolinska is not obliged to provide compensation to the Framework Agreement Supplier in the event of termination under this section.

8. METHOD FOR CALL-OFF AND AWARD OF CONTRACT

The Call-off authority carries out Call-off in order to procure Procurement Object. The Framework Agreement establishes the conditions for Call-off. When the Call-off authority carries out Call-off and awards Contract regarding Procurement Object to be delivered, it is obliged to stay within the frames given by the conditions in the Framework Agreement. Below follows how Call-off and award of Contract takes place.

Call-off and award of Contract must take place through renewed competition. The Call-off authority determines how the Call-off Request is designed.

8.1 Register

The Framework Agreement Supplier must keep a register of all Call-off Requests that have come to the Framework Agreement Supplier. If the Framework Agreement Supplier has not submitted a Call-off Response to the Call-off Request, the reason for this must be noted in the register.

If the Call-off Response has resulted in the Framework Agreement Supplier signing a Contract, the main character of the Contract must be documented in the register. By character is meant one or more of Software, Public cloud service, Private cloud service, Consultant service.

8.2 Contract between Framework Agreement Supplier and Call-off authority

A Contract is established between the Call-off authority (Custom) and the awarded Framework Agreement Supplier regarding the Software and services to be provided. Appendix General conditions always constitute an appendix to the Contract regardless of whether these are invoked or not.

9. FRAMEWORK AGREEMENT SUPPLIER'S COMMITMENT

9.1 Fulfillment of requirements and conditions

The Framework Agreement Supplier must provide the Procurement Object and fulfill all its commitments from the time the Framework Agreement has entered into force until all Contracts have ceased. This means, among other things, that requirements, limiting criteria, award criteria and conditions that the Framework Agreement Supplier fulfilled at the selection, tender evaluation and award in the relevant cases must be fulfilled with the quality and competence that the Framework Agreement Supplier specified in the procurement documents.

The Framework Agreement Supplier must perform all its commitments according to the Framework Agreement with care and in a professional manner. The Framework Agreement Supplier is responsible for the Framework Agreement being fulfilled according to applicable laws, regulations and provisions.

The Framework Agreement Supplier must provide a functional mailbox that is not tied to a single person, to which the Call-off authority should be able to send Call-off Request in cases where Call-off takes place via e-mail. The Framework Agreement Supplier has an obligation to monitor the functional mailbox in order to fulfill its commitments according to the section Call-off Response.

9.3 Call-off Response

The Framework Agreement Supplier must always provide a Call-off Response to a Call-off Request. In cases where the Framework Agreement Supplier does not offer the requested Procurement Object, the Framework Agreement Supplier must inform the Call-off authority about this and state the reason. If the Framework Agreement Supplier systematically does not offer the requested Procurement Object, it may result in penalties according to the section Contract breach and penalties.

9.4 Insurance

The Framework Agreement Supplier must at its own expense take out and maintain customary liability insurances for its operations related to the Framework Agreement and the Procurement Object offered. The insurances must have a reassuring liability amount considering the Framework Agreement Supplier's commitments according to the Framework Agreement. Insurances must be valid during the time the Framework Agreement and Contract are in force. The Framework Agreement Supplier must on request show proof of valid insurance.

9.5 Environmental considerations

The Framework Agreement Supplier must continuously work to improve and take into account environmental aspects in order to prevent and avoid negative environmental impact when fulfilling the Framework Agreement and Contract. It is about measures to reduce consumption and unnecessary use of negatively environmentally impacting resources such as electricity, travel, paper and similar.

9.6 Social considerations

The Framework Agreement Supplier must continuously work to improve and take into account social and ethical aspects when fulfilling the Framework Agreement and Contract. The Framework Agreement Supplier is obliged to follow labor law legislation, employment conditions and where applicable collective agreements when fulfilling the Procurement Object. This means that the Framework Agreement Supplier among other things must ensure that no so-called black labor is hired to fulfill the Framework Agreement and have routines to follow this up through regular checks.

9.6.1 Anti-discrimination

The Framework Agreement Supplier must follow the Discrimination Act (2008:567) when fulfilling the Framework Agreement and Contract in Sweden. The Framework Agreement Supplier must conduct ongoing work with active measures and work for equal rights and opportunities regardless of gender, gender identity or expression, ethnic affiliation, religion or other belief, disability, sexual orientation or age.

9.6.2 Basic rights for employees

The Framework Agreement Supplier must work to ensure that the Framework Agreement and Contract are fulfilled under conditions that are compatible with:

1. UN's Universal Declaration of Human Rights (1948),
2. UN's Convention on the Rights of the Child (article 32),
3. ILO's core conventions on forced labor, child labor, discrimination, freedom of association and organizational rights (no. 29, 87, 98, 100, 105, 111, 138 and 182),
4. The labor protection and work environment legislation that applies in the country where the work is performed,
5. The labor law legislation, including legislation on wages and social insurance protection that applies in the country where the work is performed,
6. The environmental protection legislation that applies in the country where the work is performed, and
7. UN's Convention against Corruption.

The Supplier shall follow the principles regarding appendix 5 Code of Conduct.

9.7 Anti-corruption

The Framework Agreement Supplier must actively prevent and prevent corruption in its business in general and specifically linked to its commitments in the Framework Agreement. Corruption here refers to both criminal acts, such as giving and taking bribes, and behaviors that can be perceived as damaging to trust by outsiders. The Framework Agreement Supplier should, for example, have internal routines to prevent and prevent corruption. If the Framework Agreement Supplier discovers corruption or other irregularities attributable to the Framework Agreement, the Framework Agreement Supplier must take action and immediately inform Karolinska about the situation.

9.10 Quality management

The Framework Agreement Supplier must have a structured and documented Quality Management System for its own operations. The quality work must be active throughout the time the Framework Agreement and Contract are in force.

9.11 Management system and information security system

The Framework Agreement Supplier must have a structured and documented management system for information security for its own operations. The information security work must be active throughout the time the Framework Agreement and Contract are in force. The Framework Agreement Supplier must on request from Karolinska or call-off authority report its management system for information security.

As an alternative to reporting a management system for information security in itself, it is accepted that the Framework Agreement Supplier reports current certificate regarding a management system for information security.

9.11.1 Continuity plan and protection against unauthorized

The Framework Agreement Supplier must have a continuity plan for its operations and its IT systems. The continuity plan must be tested regularly. The Framework Agreement Supplier must protect the Customer's information that is handled and stored in the Framework Agreement Supplier's premises from unauthorized persons and have routines for how this information is protected from unauthorized persons.

9.11.2 Confidentiality

The Framework Agreement Supplier is obliged to follow the confidentiality that is customary in the industry as well as applicable parts of the Public Access to Information and Secrecy Act (2009:400) (OSL) and the Act (2020:914) on confidentiality in the outsourcing of technical processing or storage of data. The Parties undertake not to disclose or in any way exploit information that is subject to secrecy by law, which each Party becomes aware of through the conclusion or fulfillment of the Framework Agreement and contract.

The Framework Agreement Supplier can request that information provided by them should be confidential. Karolinska, as a public body, is obliged to follow the provisions on the publicity and secrecy of documents. Karolinska may therefore not always be able to meet the Framework Agreement Supplier's request for secrecy. The Framework Agreement Supplier is responsible for ensuring that all staff who directly contribute to fulfilling the Framework Agreement follow relevant provisions on confidentiality according to the Framework Agreement and what else is stated in applicable law regarding confidentiality. Confidentiality according to this section also applies after the Framework Agreement has expired.

9.12 Prices

9.12.1 Prices tender area 1: OpenEHR

The Framework Agreement Supplier's prices after renewed competition are stated in each Contract and cover compensation for all costs and expenses for the fulfillment of the commitments specified in the Framework Agreement. Price refers to price in SEK excluding VAT unless otherwise specifically stated.

The Framework Agreement Supplier has stated the following ceiling prices per hour in this Framework Agreement. These prices may not be exceeded in renewed competition:

- *Appendix x Price form*

To be completed when signing the framework agreement.

9.12.2 Prices tender area 2: Software for openEHR content Creation and Transformation

The Framework Agreement Supplier's prices after renewed competition are stated in each Contract and cover compensation for all costs and expenses for the fulfillment of the commitments specified in the Framework Agreement. Price refers to price in SEK excluding VAT unless otherwise specifically stated.

The Framework Agreement Supplier has stated the following ceiling prices for each product in the framework agreement. These ceiling prices may not be exceeded in renewed competition:

Appendix x Price form with ceiling prices

To be completed at the signing of the contract.

9.12.3 Prices tender area 3: Consulting services

The Framework Agreement Supplier has stated the following ceiling prices per hour in this Framework Agreement. These prices may not be exceeded in renewed competition:

Price form with ceiling prices

To be completed at the signing of the framework agreement.

9.12.3.4 Option Prices tender area 3: Consulting services

Karolinska has as an option chosen to request consulting services as an option in the event that Region Stockholm due to review or due to other circumstances lacks a framework agreement regarding IT consulting services. This option is only applicable during the time the Region lacks a framework agreement in the area. The possibility of using the option ceases when Region Stockholm signs a new procured framework agreement for the requested services.

The Framework Agreement Supplier has stated the following ceiling prices per hour in this Framework Agreement. These prices may not be exceeded in renewed competition:

Price form with ceiling prices

To be completed at the signing of the framework agreement.

9.13 Collaboration

9.13.1 Loyalty and information obligation

Each Party must loyally exercise its rights and fulfill its obligations according to the Framework Agreement. This means, among other things, that each Party continuously informs each other about events or other circumstances that may affect the other party or contracting authorities. The Framework Agreement Supplier must immediately notify Karolinska in case of suspicion that an event risks discrediting or reducing public confidence in Karolinska. The Framework Agreement Supplier must promptly provide correct information and documents regarding the event and actively participate in follow-up and communication. In the event of an event that risks causing damage to Karolinska, the Framework Agreement Supplier must take necessary measures to minimize such damage.

If the Framework Agreement Supplier does not fulfill the above requirements and conditions, it may result in a fine and other penalties according to the section *Contract breach and penalties*.

9.13.2 Meetings

In connection with the entry into force of the Framework Agreement, a start-up meeting is held. Thereafter, the Parties shall meet for follow-up of the Framework Agreement at least once (1) a year, unless Karolinska notifies otherwise. Karolinska calls for these meetings. Each Party bears its own costs in connection with the relevant meetings. Karolinska may request that the Framework Agreement Supplier instead participate in the meetings remotely using digital technology.

9.13.3 Information and marketing of the framework agreement

The Framework Agreement Supplier must on its public website provide a separate webpage for the Framework Agreement. The Framework Agreement must be directly accessible via a link from Karolinska's website to the Framework Agreement Supplier's webpage for Framework Agreements. The Framework Agreement, together with an overview of Software and services covered by the Framework Agreement, must be available via the Framework Agreement Supplier's public website no later than 30 calendar days from the entry into force of the Framework Agreement. The Framework Agreement Supplier's webpage for the Framework Agreement must be removed no later than 30 calendar days after the Framework Agreement has expired. The Framework Agreement Supplier must in its information about the Framework Agreement observe special accuracy and clarity regarding questions about the scope of the Framework Agreement, the Framework Agreement Supplier's commitment, Call-off authorities and how Call-off should be done.

The Framework Agreement Supplier must in its marketing and sales to Call-off authority be clear about what is included in the Procurement Object.

The Framework Agreement Supplier does not have the right to refer to Karolinska in marketing without Karolinska's approval in advance. Karolinska's logo, or similar may only be used in accordance with instructions from Karolinska. If the Framework Agreement Supplier does not fulfill the above requirements and conditions, it may result in a fine and other penalties according to the section Contract breach and penalties.

9.14 Subcontractor

The Framework Agreement Supplier must ensure that the hired Subcontractor fulfills the requirements and conditions in the Framework Agreement and the Contract regarding the parts of the Procurement Object that the Subcontractor will perform, in all stages. The Framework Agreement Supplier must on request provide information about the Subcontractor. Examples of information are name, which parts, to what extent and during which time period the Subcontractor contributes to fulfilling the Contract.

The Framework Agreement Supplier must have routines and work to ensure that Subcontractors undertake that they are not covered by any of the exclusion grounds in Chapter 13, Sections 1–3 LOU and that Subcontractors in relevant parts and when fulfilling the Framework Agreement and Contract, follow:

- The Framework Agreement Supplier's management system for environment and quality,
- The Framework Agreement Supplier's requirements for information security,
- The requirements and conditions in the section Environmental considerations, and
- The requirements and conditions in the section Social considerations.

The Framework Agreement Supplier must if necessary prove that the Subcontractor fulfills relevant requirements and conditions. The Framework Agreement Supplier must also ensure that the

Subcontractor participates in follow-up according to the section Follow-up. The Framework Agreement Supplier does not have the right to delegate to the Subcontractor the right to receive Call-off Request, submit Call-off Response, sign Contract or invoice call-off authority.

In connection with the signing of the Framework Agreement, Karolinska has approved the Subcontractors (invoked companies) that the Framework Agreement Supplier in the relevant cases has invoked in the procurement. In addition to this, invoked companies can be added, replaced or removed during the term of the Framework Agreement and Contract. A notification must then be made to Karolinska. To this notification, the Framework Agreement Supplier must attach a written cooperation agreement or similar with a commitment from the company that the Framework Agreement Supplier will have access to the necessary resources and which resources the company is invoked for.

If the invoked company is invoked for its economic and financial position, the invoked company must assume a joint and several liability for the Framework Agreement Supplier's fulfillment of the Framework Agreement and Contract. Contract may not be awarded until Karolinska has approved the new invoked company in writing.

If the Subcontractor breaches any requirement or condition specified in the Framework Agreement or Contract, Karolinska has the right to immediately decide that the Subcontractor may no longer be used to fulfill the Framework Agreement or Contract. The Framework Agreement Supplier is responsible for the Subcontractor as for its own part. If the Framework Agreement Supplier does not fulfill the above requirements and conditions, it may result in a fine and other penalties according to the section Contract breach and penalties.

9.15 Accounting of statistics

The Framework Agreement Supplier must in addition to the section Accounting of sales, on request from Karolinska, report statistics that form the basis for follow-up of the Framework Agreement. Karolinska has the right to make such a request at two occasions during the term of the Framework Agreement. Total turnover per tender area(s) excluding VAT.

The Framework Agreement Supplier must deliver the requested statistics in the format instructed by Karolinska. The Framework Agreement Supplier must on request, at cost price, provide additional statistics regarding the Framework Agreement.

If there is ten (10) percent or less left until the total turnover is reached, the Framework Agreement Supplier must continuously, according to agreement with Karolinska, submit statistics regarding its own total turnover according to the Framework Agreement, in order to ensure that the total turnover is not exceeded. If the Framework Agreement Supplier does not fulfill the above requirements and conditions, it may result in a fine and other penalties according to the section Contract breach and penalties.

9.16 Accounting of sales

The Framework Agreement Supplier must provide Karolinska with an account of sold Procurement Objects included in the Framework Agreement. Also, sales through Contracts that run after the Framework Agreement has expired must be reported until all Contracts have ceased. The report should only concern sales to Call-off authorities and cover the previous period's invoiced amount excluding VAT, which is sent to the purchasing functional mailbox. The instructions can change during the term of the Framework Agreement. The Framework Agreement Supplier must keep updated on current

instructions for accounting. Accounting must be submitted no later than the 15th in the second month after the quarter to which the accounting refers, according to the following accounting periods:

- Quarter 1: January 1 – March 31 (May 15)
- Quarter 2: April 1 – June 30 (August 15)
- Quarter 3: July 1 – September 30 (November 15)
- Quarter 4: October 1 – December 31 (February 15)

If the Framework Agreement Supplier does not fulfill the above requirements and conditions, it may result in a fine and other penalties according to the section Contract breach and penalties.

9.17 Follow-up

Karolinska has the right to check that the Framework Agreement Supplier fulfills all its commitments from the time the Framework Agreement has entered into force until all Contracts have ceased. This means, among other things, that Karolinska has the right to check that the Framework Agreement Supplier fulfills requirements, limiting criteria, award criteria and conditions that the Framework Agreement Supplier fulfilled at the selection, tender evaluation and award, and that the Framework Agreement Supplier fulfills its commitments.

During follow-up, Karolinska has the right to hire an external party for the implementation. The Framework Agreement Supplier must on request provide, for its own part and for Subcontractors, information and documents that Karolinska reasonably needs to carry out follow-up to the extent required and that does not conflict with applicable law or applicable stock exchange rules.

During follow-up, each Party bears its own costs provided that the follow-up does not show that the Framework Agreement Supplier has committed a breach of contract that incurs a fine. In that case, the Framework Agreement Supplier bears Karolinska's costs for the follow-up. If the Framework Agreement Supplier does not fulfill the above requirements and conditions, it may result in a fine and other penalties according to the section Contract breach and penalties.

9.18 Contract breach and penalties

9.18.1 Correction in case of contract breach

Contract breach exists if a Party fails to fulfill its obligations according to the Framework Agreement. A Party must within a reasonable time give written notice to the other party if a contract breach exists. The deficiency must be corrected promptly unless the Parties agree otherwise.

A Party's failure to strictly apply any condition in the Framework Agreement according to the wording does not constitute any waiver of any right under the Framework Agreement and the failure does not also result in the Party losing the right to later invoke a strict application according to the wording of the current condition or other condition in the Framework Agreement.

9.18.2 Framework Agreement Supplier's contract breach that incurs a fine

A fine may be either a running fine or a one-time fine. Which fine applies is stated below.

If not otherwise stated, Karolinska can decide that a running fine should be paid if the Framework Agreement Supplier breaches a requirement or condition according to below if the Framework Agreement Supplier does not correct the deficiency within five (5) working days from written request for correction. The size of the fine is stated below and is paid per started week that the deficiency remains. If the deficiency cannot be corrected, the fine amounts to an amount corresponding to four (4) weeks. If the deficiency can be corrected and remains after four (4) weeks, it is considered to constitute a significant contract breach that may result in penalties according to the section Karolinska's right of termination.

1. Section Basic rights for employees 25 000 SEK,
2. Section Loyalty and information obligation 10 000 SEK,
3. Section Information about and marketing of the Framework Agreement 5 000 SEK,
4. Section Subcontractors 10 000 SEK,
5. Section Accounting of sales 25 000 SEK,
6. Section Accounting and statistics 15 000 SEK,
7. Section Follow-up 15 000 SEK

Karolinska can also decide that a one-time fine should be paid if the Framework Agreement Supplier:

1. at least three (3) occasions during a period of twelve (12) months has to pay a fine according to the section Framework Agreement Supplier's contract breach that incurs a fine,
2. repeatedly on a systematic basis has breached Contract, or
3. systematically does not offer the requested Procurement Object at Call-off.

The one-time fine amounts to 0.25 percent of the Framework Agreement Supplier's sales through the Framework Agreement the last four (4) quarters. If four (4) quarters have not passed, the Framework Agreement Supplier's sales are counted up to the equivalent of four (4) quarters.

Regardless of the method of calculation, however, a fine must not be paid with less than 50 000 SEK and must not exceed 500 000 SEK.

9.18.1 Karolinska's right of termination

Karolinska has the right to terminate the entire Framework Agreement if:

1. The Framework Agreement Supplier commits a significant contract breach according to the Framework Agreement or Contract,
2. The Framework Agreement Supplier at least three (3) occasions during a period of twelve (12) months must pay a fine according to the section Framework Agreement Supplier's contract breach that incurs a fine,
3. It appears that the Framework Agreement Supplier has provided incorrect information in the tender or otherwise in connection with the procurement and this information has been of significant importance in the assessment of the award of the Framework Agreement,
4. The Framework Agreement Supplier does not fulfill the requirements and conditions that were set in the procurement or the award criteria that the Framework Agreement Supplier fulfilled at the tender evaluation and this deficiency is significant,
5. The Framework Agreement Supplier is in any of the situations stated in Chapter 13, Sections 1–3 LOU,

6. The Framework Agreement has been subject to a change that is not permitted according to Chapter 17, Sections 9–14 LOU, or
7. The Court of Justice of the European Union in a procedure finds that Sweden has seriously neglected its obligations under the Treaty of the European Union, the EU Treaty or the LOU Directive according to Chapter 17, Section 17, point 3 LOU.

Termination must be in writing. Karolinska decides if termination takes place with immediate effect or at a later date. If termination takes place at a later date, the time must be reasonable considering Karolinska's need for winding-up and establishment measures.

The right of termination according to this section applies regardless of whether the deficiency is corrected or not. Karolinska is not obliged to pay damages or other compensation in the event of termination according to this section. The Framework Agreement Supplier is obliged to compensate the direct damages that Karolinska suffers as a result of termination according to points 1-6 in this section. The damages can be moderated if contributory negligence on Karolinska's side has contributed to the damage.

As an alternative to termination, Karolinska has the right to decide that the Framework Agreement Supplier may not submit Call-off Response for a period. When determining the time period, consideration should be given to how serious the deficiency is and the Framework Agreement Supplier's estimated sales on the Framework Agreement. A suspension must not exceed six (6) months.

9.18.2 Framework Agreement Supplier's right of termination

The Framework Agreement Supplier has the right to terminate the entire Framework Agreement if Karolinska commits a significant contract breach if Karolinska within 30 calendar days after written request has not made a correction. Significant contract breach by Karolinska is considered to include that Karolinska at least three (3) occasions during a period of twelve (12) months in a significant extent breaches its commitments according to the Framework Agreement, regardless of whether the deficiency is corrected or not. Termination must be in writing. The Framework Agreement Supplier is not obliged to pay damages or other compensation in the event of termination according to this section. Karolinska is obliged to compensate the direct damages that the Framework Agreement Supplier suffers as a result of termination according to this section.

9.18.3 Early Termination of the Framework Agreement for Other Reasons

The Framework Agreement terminates immediately if the Framework Agreement has been declared invalid by a final judgment. The Framework Supplier is not entitled to damages due to such termination unless otherwise provided by mandatory law. The Parties may also agree that the Framework Agreement should terminate prematurely in other cases.

9.18.4 Damages

A Party is entitled to damages as a result of the other Party's breach of contract. Any penalties shall be deducted from the damages. The liability for damages is limited to direct damage and therefore does not include lost profits, lost savings, or other indirect damage. The limitations of liability do not apply in the event of the Party's intent or gross negligence. The limitations of liability also do not apply to the Framework Supplier's liability for breach of contract according to the Confidentiality section.

9.18.5 Force Majeure

If a Party is prevented from fulfilling its obligations under the Framework Agreement due to circumstances beyond the Party's control that it could not reasonably have anticipated or taken into account at the time of entering into the Framework Agreement and whose consequences the Party could not reasonably have avoided or overcome, the breach of contract is excusable (so-called force majeure).

Excusable breach of contract includes, but is not limited to, war, natural disasters, pandemic, epidemic, seizure, rebellion, riots, and fire. The breach of contract is excusable for as long as is reasonable considering the consequences of the obstacle for the Party's ability to fulfill its commitment under the Framework Agreement. If the performance of the Framework Agreement is substantially prevented for more than 90 days due to such a circumstance, the other Party has the right to terminate the Framework Agreement without liability for compensation.

In order for a Party to be entitled to claim an excusable breach of contract, the Party, when it becomes aware or should have become aware of such a circumstance, must immediately notify the other Party in writing of the obstacle and how it affects the ability to fulfill the commitment under the Framework Agreement.

9.20 Consequences of the Termination of the Framework Agreement

Upon termination of the Framework Agreement, regardless of the cause, the Framework Supplier shall without delay provide a final report regarding information as set out in the Sales Reporting section and the Reporting and Statistics section. The Framework Supplier shall also provide relevant information during the time Contracts are in force after the termination of the Framework Agreement.

Despite the termination of the Framework Agreement, relevant requirements and conditions in the Framework Agreement shall continue to apply until all Contracts have terminated. Confidentiality according to the Confidentiality section also applies after all Contracts have terminated.

The termination of the Framework Agreement does not affect already signed Contracts. However, in the General Terms and Conditions, there is a right for the Customer to terminate Contracts as a result of the termination of the Framework Agreement.

9.21 Applicable Law and Dispute Resolution

Rights and obligations under the Framework Agreement are governed by Swedish law, excluding its choice of law rules. Disputes regarding the interpretation or application of the Framework Agreement and related legal relationships that cannot be resolved by the Parties jointly shall be settled by a Swedish general court where Karolinska has its seat.