

24 June 2025

## REQUEST FOR PROPOSAL in the procurement of

### Expert Environmental and Social Consultants as Global Advisors under a Framework Agreement (possibility for multiple providers)

### to the Sustainability Impact Accelerator of the International Council of Swedish Industry (NIR)

The International Council of Swedish Industry (Näringslivets Internationella Råd) requests your tender in the procurement of **expert environmental and social consultants as global advisors**, as detailed in this Request for Proposal (RFP).

This procurement process aims to establish Framework Agreement(s) with **one (1) to three (3) qualified service providers** for the provision of **expert environmental and social consultants as global advisors to the Sustainability Impact Accelerator of the International Council of Swedish Industry (NIR)**. The Framework Agreement will set the terms and conditions for how specific assignments may be contracted for through individual call-offs.

This RFP includes:

- RFP instructions for submitting a proposal
- Terms of Reference (Annex A)
- Financial Proposal Template (Annex B)
- Self-Declaration (Annex C)
- NIR's Code of Conduct (Annex D)
- Draft Framework Agreement General Terms and Conditions (Annex E)

## 1. Contract Overview

<b>Project title:</b>	Expert environmental and social consultant as a global advisor
<b>Type of assignment:</b>	Consultant services for expert environment and social global advisor under a Framework Agreement
<b>Geographical area:</b>	Global, in low- and middle-income countries
<b>Executing Organisation:</b>	International Council of Swedish Industry (Näringslivets Internationella Råd)
<b>Relevant Partners:</b>	The Swedish International Development Agency (Sida)
<b>Duration:</b>	The Framework Agreement shall commence upon signing of the agreement and be valid for up to four (4) years from the commencement date. The estimated date for commencement of the Framework Agreement is no later than 1 September 2025.

**Total budget:** The estimated total value of a Framework Agreement is approximately 1 MSEK, excluding VAT, per year. The stated amount is an estimated amount and does not imply a guarantee of any minimum volume of work. Services will be contracted through individual call-offs for assignments based on actual needs.

**Tender deadline:** Monday, 11 August 2025 at 16:00 CEST

NIR is a membership-based non-profit organisation with its Secretariat in Stockholm, Sweden, and represents some of Sweden's largest exporting companies and the financial sector. NIR also designs and runs development cooperation programs funded by the Swedish International Development Cooperation (Sida). This includes the Sustainability Impact Accelerator, which accelerates investments in sustainable infrastructure by providing project-specific training to in-country partners in low- and middle-income countries. For more information about NIR as an organisation and its operations, see our 2024 Annual Report [here](#).

Please refer to the Terms of Reference (see Annex A) for a more detailed description of the objective and scope of this assignment.

## 2. Framework Agreement Period

The Framework Agreement shall commence upon signing of the agreement and be valid for up to four (4) years from the commencement date. The estimated date for commencement of the Framework Agreement is no later than 1 September 2025.

## 3. Framework Agreement Budget

The estimated total value of the Framework Agreement is approximately 1 MSEK, excluding VAT, per year. The stated amount is an estimated amount and does not imply a guarantee of any minimum volume of work. Services will be contracted through call-offs for individual assignments based on actual needs.

Each assignment under the Framework Agreement will include a budget for (1) services (consultancy hours worked), and (2) reimbursable expenses, such as travel costs and any other costs associated with assignment-related activities, which will be reimbursed at cost.

Travel costs will be reimbursed at cost upon receipt of supporting proof of purchase. NIR will only reimburse travel costs associated with air travel (economy class), hotel accommodation (economy/reasonably priced), daily living expense allowance in accordance with the Swedish Tax Agency, in-country transportation and other travel costs such as visas, vaccinations etc. NIR will also reimburse other expenses related to project activities that are pre-approved and supported by proof of purchase.

NIR will not provide or reimburse per diems/daily stipends nor reimburse office costs or other indirect costs. NIR will also not cover costs associated with maintaining the appropriate insurance coverage commensurate with the assignment's nature and extent.

## 4. Number of Awards

NIR intends to establish Framework Agreements with **one (1) to three (3) qualified service providers** as a result of this procurement process. Proposals will be evaluated based on the criteria set out in this RFP.

NIR reserves the right to award a Framework Agreement to the highest-ranked tenderer(s), considering the requirements included in this RFP. The final number of awards will depend on the quality and suitability of the proposals received.

## 5. Procurement Procedures

The contract concerns a service procurement which is based on an agreement between Sida and NIR. The procurement procedure shall thus be in accordance with the 'Procurement provisions for use by Non-Governmental Organisations (NGOs) in the context of Sida-financed Project/Core Activities' (August 2018) (hereinafter referred to as 'Sida's Procurement Provisions').

### a. Costs

The tenderer shall bear all costs associated with the preparation and submission of its tender.

### b. Language

The tender documents are available in English. Should the tenderer wish to obtain the tender documents in another language, they shall themselves arrange for their translation and bear the costs thus incurred.

### c. Full tender required

Partial tenders are not acceptable as the contract requires a coherent approach for service delivery and the division of services into parts would increase the transaction costs.

### d. Consortium, joint ventures, and sub-contracting

In the case of a consortium, each member of the consortium shall be jointly and severally liable to NIR for the performance of the contract.

The formation of joint ventures is allowed, and a proposal shall be signed by all partners of the joint venture, to legally bind all partners, jointly and severally. Any proposal shall be submitted with a copy of the joint venture agreement providing for joint and several liabilities with respect to the contract, including the nomination of the lead firm of the joint venture.

In the case of sub-contracting, the tenderer shall assume full liability towards NIR for the performance of the contract as a whole. The tenderer shall also inform which part of the contract will be performed by a subcontractor(s) and provide detailed information of the named subcontractor(s).

NIR shall select one contractor and conclude a contract with that contractor.

### e. Confidentiality

The procurement procedure is confidential from the time the tenderer receives the RFP to the notification of the award.

## **f. Validity of proposal**

The tender documents shall be valid during sixty (60) days after the submittal deadline. During this period, the tenderer shall maintain its original tender documents without any change, including but not limited to the availability of the proposed team members, the proposed rates, and the total price.

If any of the proposed team members become unavailable for the proposal validity period, the tenderer shall provide a written justification to NIR together with the substitution request. In such a case, a newly proposed team member shall have equal or better qualifications and experience than the initially proposed team member. However, the technical evaluation will be based on evaluating the CV of the originally proposed team member.

If the tenderer fails to provide a replacement team member with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to NIR, the proposal will be rejected.

## **g. Retention of submitted tender documents**

The retention of tender documents will be in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

# **6. Procurement Procedure**

In accordance with section 2.1(i) of Sida's Procurement Provisions, this procurement process is based on an open procedure where all economic operators may submit a tender.

Any natural or legal person wishing to tender may receive the tender documents via NIR's website at [Tenders](#) or TED (Tenders Electronic Daily), the online version of the 'Supplement to the Official Journal' of the EU, dedicated to European public procurement, at [TED - EU Tenders, the Supplement to the Official Journal - TED](#).

# **7. Contents of the Tender**

The tender shall consist of the following two parts: (1) the technical and professional proposal (hereinafter referred to as the 'Technical Proposal') and (2) the financial proposal (hereinafter referred to as the 'Financial Proposal').

The tenderer may not submit any other written material except as specified below.

## **a. Technical Proposal**

The Technical Proposal shall include the contents indicated in the table below and not exceed the total page limit. Note that exceeding the total page limit may result in elimination of a tenderer from consideration. No financial information should be included in the Technical Proposal.

	<b>Technical Proposal Contents</b>	<b>Max # of pages</b>
1.	Table of contents	1

2.	Consultant's organisation	2
3.	Consultant's experience relevant to this assignment, to include reference to recent (within 5 years) specific assignments of relevance, listing dates, team members involved, and client	3
4.	Comments on the TOR and the assignment	1
6.	Description of approach and methodology to be applied	2
8.	Proposed experts to be made available as consultants to NIR, listing their proposed team role and responsibilities. Not more than 5 team members can be proposed in total.	3
9.	CVs of proposed team members in English (no more than 5 CVs; <u>max 2 pages per CV</u> ).	10
<b>Total number of max pages (excluding CVs)</b>		<b>21</b>

## b. Financial Proposal

The Financial Proposal shall be submitted in the form of the Financial Proposal Template (Annex B).

## 8. Additional Information and Clarification

To ensure objectivity regarding the tendering process, tenderers should only contact NIR during the time reserved for asking additional information by e-mail as stated below.

During the competition, tenderers may request additional information or clarification by e-mail to [tenders@nir.se](mailto:tenders@nir.se). The subject of the e-mail must have the reference "Expert E&S Global Advisor". Questions must be presented in English. Only queries made by e-mail to [tenders@nir.se](mailto:tenders@nir.se) will be considered. **Tenderers must submit written questions no later than Friday, 1 August at 9:00 CEST.**

The queries will be answered no less than six (6) calendar days prior to the deadline by publication on NIR's website at: [Tenders](#). Each tenderer is responsible for considering the additional information and/or clarification provided on NIR's website in its tender.

## 9. Submission of Tenders

**Tenders must be submitted no later than Monday, 11 August 2025 at 16:00 CEST.** No submitted tender documents will be opened until after this date and time. *Please note that both the Technical and Financial Proposals must be submitted by the deadline.* If the Technical and/or Financial Proposal is submitted after the deadline, the tender will not be considered and deleted.

**The tender documents shall be submitted via e-mail to: [tenders@nir.se](mailto:tenders@nir.se)**

Both the Technical and Financial Proposals shall be submitted electronically in two separate e-mails and an authorised representative of the tenderer shall sign the Technical and Financial Proposals and initial all pages.

The Technical Proposal document shall be named 'Technical Proposal/Expert E&S Global Advisor'. The subject line of the e-mail containing the Technical Proposal shall be 'Technical Proposal/Expert E&S Global Advisor'. The Financial Proposal document shall be named 'Financial Proposal/Expert E&S

Global Advisor'. The subject line of the e-mail containing the Financial Proposal shall be 'Financial Proposal/Expert E&S Global Advisor'.

## 9. Opening of Tenders

The formal opening of tenders and recording of the received proposals will occur on Tuesday, 12 August at 9:00 CEST.

The tender opening is attended by a committee of at least two (2) officials. The tenders received are recorded in a tender opening form signed by both officials.

## 10. Processing of Tenders

The processing of tenders includes the following:

1. Opening of Technical Proposals as soon as possible after the closing of the time for submission and recording of received proposals in a tender opening form, signed by two officials. The Financial Proposals will remain unopened until completion of the technical evaluation.
2. Verifying the Self-Declaration and suitability of the tenderers, including ensuring that a tenderer does not satisfy any grounds for exclusion. The tenderers who do not fulfil the suitability criteria will be excluded and the Financial Proposal will not be opened and deleted.
3. Evaluation of Technical Proposals by the evaluation committee. The tenderers that do not receive the minimum technical points required will be excluded and the Financial Proposal will not be opened and deleted.
4. Evaluation of the Financial Proposal by the evaluation committee.
5. Interviews by the evaluation committee, if deemed necessary.
6. Ranking of proposals by the evaluation committee and preparation of tender evaluation report.
7. Contract award decision and notification.
8. Signing of the contract.

## 11. Selection Criteria and Evaluation of Proposals

The evaluation of the Technical and Financial Proposals will be conducted by an evaluation committee, comprised of three (3) members with all the technical and administrative capacities necessary to give an informed opinion on the proposals.

The selection criterion is the best price-quality ratio.

The weight of the tenders is: **technical proposal = 80%** and **financial proposal = 20%**.

**The total score = technical score × 0.80 + financial score × 0.20**

The one (1) to three (3) tenderers with the highest combined total score shall be awarded a Framework Agreement.

### a. Technical Proposal (weight 80%)

The maximum total points for the Technical Proposal are one hundred (100) points. A tenderer must receive a minimum of seventy (70) technical points for the tenderer's Financial Proposal to be opened and weighed.

The points for the technical proposal are designated as follows:

Criteria	Contribution (%)
<p>Experience of the consultancy with relevance for this assignment, including sector and country experience of working with environmental and social governance and advisory. Experience from the current SIA project countries/sectors is an advantage.</p> <p>Experience in advising and/or training large public sector institutions in non-OECD/DAC countries is a requirement. Experience from advisory assignments and capacity development in SIA's project countries and sectors is an advantage.</p>	20
<p>Expertise of team members with relevance to this assignment, including sector/topic experience, country experience, and experience in training and capacity development. Experience from the current SIA project countries/sectors is an advantage.</p> <p>Experience of advising and training large public sector institutions and leading cross-departmental processes to develop E&amp;S practices according to international standard is an advantage. Experience from advisory assignments and capacity development in SIA's project countries and sectors is an advantage.</p> <p>Presenting a team that consists of both environmental and social experts is a requirement. The team shall be able to cover all sustainability aspects and standards of the IFC Performance Standards.</p> <p>Professional proficiency in English among all team members is a requirement. Additional language skills in French, Spanish, Portuguese, and Arabic are advantageous.</p> <p>The total 50 points for the team roles are weighted as follows:</p> <p>E&amp;S Generalist and Team Leader: 40% (20 points)  Stakeholder Engagement, Resettlement and Land Rights Specialist: 20% (10 points)  Environmental and Climate Generalist: 20% (10 points)  Biodiversity Specialist: 10% (5 points)  Occupational Health and Safety Specialist: 10% (5 points)</p>	50
<p>Methodology and overall approach to the assignment, including how to structure effective E&amp;S advisory services and capacity development programs.</p>	30
<b>TOTAL POINTS</b>	<b>100</b>

## **b. Self-Declaration**

No points are allocated to the Self-Declaration (Annex C), but it will be assessed to ensure that the tenderer is suitable for the assignment. Any discrepancies noted in the Self-Declaration at any time during the tender period are grounds for NIR to disqualify a tenderer from the procurement process.

## **c. Financial Proposal (weight 20%)**

The price comparison will be performed based on the Financial Proposal. The evaluated price is the competitive component as specified in the Financial Proposal, and will be calculated as follows:

1. Identify the lowest rate per each role included in the Financial Proposal across all tenderers.
2. The lowest rate for each role becomes the benchmark.
3. Calculate role-specific financial scores, using the below formula.

$$\text{Role score} = (\text{lowest rate for role} / \text{tenderer's rate for role}) \times 100$$

4. The roles are then weighted as follows:
  - a. E&S Generalist and Team Leader: 40%
  - b. Stakeholder Engagement, Resettlement and Land Rights Specialist: 20%
  - c. Environmental and Climate Generalist: 20%
  - d. Biodiversity Specialist: 10%
  - e. Occupational Health and Safety Specialist: 10%

$$\text{Weighted role score} = \text{role score} \times \text{role weight}$$

5. Calculate financial score, using the formula below.

$$\text{Financial score} = \Sigma (\text{role score} \times \text{role weight})$$

## **d. Interview**

If deemed necessary, NIR may choose to interview tenderers to present their proposal and to answer verifying questions raised by the evaluation committee. The interviews will be held virtually and conducted in English.

# **12. Grounds for Exclusion**

In accordance with Section 3.2 of Sida's Procurement Provisions, the tenderer may be excluded at any time from the procurement process if it meets any of the following:

- 1) It is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- 2) It has been established by a final judgment or a final administrative decision that the candidate/tenderer is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the candidate/tenderer belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:



- i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
  - ii) entering into agreement with other economic operators with the aim of distorting competition;
  - iii) violating intellectual property rights;
  - iv) attempting to influence the decision-making process of the Contracting Party during the procurement procedure; or
  - v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- 3) It has been established by a final judgment or a final administrative decision that the candidate/tenderer is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
  - 4) It has been established by a final judgment that they, or persons having powers of representation, decision making control over them, are guilty of any of the following fraud, corruption, involvement in a criminal organisation, money laundering, terrorist financing, child labor (or any other forms of trafficking in human beings) or any other illegal activity detrimental to Sweden's or Sida's interests;
  - 5) The tenderer has shown significant deficiencies in complying with main obligations in the performance of a contract financed by Sida or the Contracting Party, which has led to the early termination of a legal commitment or to the application of liquidated damages or other contractual penalties or which has been discovered following checks and audits or investigations; or
  - 6) They, their subsidiary, another company belonging to the same group of companies, a consortium partner or other affiliate are found on the list of EU restrictive measures. The lists of persons, groups, or entities subject to the EU restrictive measures are published on the following website: [www.sanctionsmap.eu](http://www.sanctionsmap.eu).

The tenderer should also adhere to NIR's Code of Conduct (Annex D) during the procurement process. NIR reserves the right to exclude a tenderer for any actions taken by the tenderer that are contrary to NIR's Code of Conduct.

## 13. Withdrawal or Cancelling the request for proposals

NIR may only withdraw or cancel the request for proposals or reject all tenders in exceptional circumstances, such as when there is a lack of effective competition, where the budget is extensively exceeded or where there is a lack of suitable tenders. If this were to occur, NIR shall send notice of withdrawal or cancelling of the request for proposal or the rejection of all tenders to all participating tenderers at the same time.

## 14. Notification of Award

Notification of award decisions will be sent out via email by NIR to the email address used to submit the tender.

The reception of a notification regarding the award decision does not mean that a binding framework agreement has been signed between Sida and the winning tenderer. A Framework Agreement only becomes legally binding when it has been signed by both parties.

The contract award notification will be made no later than Monday, 18 August 2025 at 16:00 CEST.

## **15. Framework Agreement**

The Framework Agreement General Terms and Conditions (Annex E) are included in the RFP, and the tenderer shall accept the Framework Agreement General Terms and Conditions.

The full draft contract including the Framework Agreement Specific Conditions will be provided upon contract award notification.

## **16. Assignments under Framework Agreement**

NIR shall issue an Assignment Description when Services are required to the Expert E&S Global Advisor determined by NIR to be best fit to undertake the Assignment. The Expert E&S Global Advisor shall respond with an Assignment Proposal as to how it plans to perform the required Services. NIR and the Expert E&S Global Advisor shall agree upon a final version of the Assignment to define the Services to be provided. The agreed upon Assignment(s) will be annexed to and form part of the Framework Agreement.

## **17. Complaint**

Tenderers may file a complaint with NIR in the instance a tenderer believes there has been an error or irregularity during the procurement process. NIR will immediately inform Sida of such a complaint. NIR will respond to the complaint within a reasonable time period, and also provide Sida with a copy of such response. Complaints may be made via e-mail to Lauren McIntosh, Senior Compliance Officer, at [lauren.mcintosh@nir.se](mailto:lauren.mcintosh@nir.se).

## **ANNEX A - TERMS OF REFERENCE**

## Terms of Reference

### Expert Environmental and Social Consultants as Global Advisors under a Framework Agreement

#### Context

The International Council of Swedish Industry (Näringslivets Internationella Råd, hereinafter referred to as 'NIR') is a membership-based non-profit organisation based in Stockholm, Sweden, and represents some of Sweden's largest exporting companies and the financial sector. NIR operates the Sustainability Impact Accelerator (SIA).

SIA is an innovative capacity development tool for transferring knowledge to our in-country partners, supporting investments in sustainable and bankable infrastructure projects in low- and middle-income countries through project-specific training, upskilling, and aligning stakeholders. The Swedish International Development Cooperation Agency (Sida) fully funds SIA. By strengthening the capacity of partner institutions in OECD/DAC countries to implement infrastructure projects in accordance with international sustainability standards, such as the International Finance Corporation's Performance Standards (IFC PS), SIA contributes to the realisation of sustainable projects that can attract funding in the international capital market and deliver towards the Agenda 2030 and the UN Sustainable Development Goals.

SIA supports projects and project owners across the globe. During the pilot phase (2021-2024), SIA has supported several large-scale infrastructure projects in OECD/DAC countries with the aim of increasing sustainability and improving bankability. SIA provides support to project owners – often being public state-owned utilities or public agencies – on environmental and social issues related to infrastructure projects including renewable energy, public transport, railway, waste and water, digitalisation, and mining.

It is in this context that NIR seeks to contract one or more expert environmental and social (E&S) consultant(s) to serve as global advisors (Expert E&S Global Advisors) to SIA, supporting with project management and providing training and capacity development programs to project owners.

#### Project countries and sectors

SIA currently supports projects in the below lists of countries and sectors. Experience of E&S advisory and capacity development from the below countries and sectors is a requirement. Assignments in other countries or sectors could be added to the Framework Agreement later. However, the lists below include the countries and sectors that will be evaluated against during the tender evaluation.

##### Country list:

- |                 |                |
|-----------------|----------------|
| - Algeria       | - Philippines  |
| - Angola        | - Senegal      |
| - Colombia      | - South Africa |
| - Côte d'Ivoire | - Tanzania     |
| - Egypt         | - Uganda       |
| - Indonesia     | - Vietnam      |
| - Nigeria       | - Zambia       |
| - Mozambique    |                |

**Sector list:**

- Biogas and sustainable biofuels
- Renewable energy
- Electricity transmission and distribution
- Industrial decarbonization
- Sustainable public transport, including electrification and Bus Rapid Transit
- Railways
- Responsible mining

## Scope of Work/Assignment

**Objective**

NIR seeks to contract one or more Expert E&S Global Advisor(s) with expertise in E&S sustainability management of infrastructure projects according to IFC PS, as well as the implementation of an Environmental and Social Impact Assessment (ESIA), resettlement action plan (RAP), and the application of Environmental and Social Management Systems (ESMS) to manage E&S risks. The overall objective of the advisory assignment is to support SIA's Program Director and Program Managers with designing and providing effective capacity development and supporting partners to comply with international lender standards in the infrastructure projects that SIA supports.

**Scope**

The consultant team will serve as an Expert E&S Global Advisor and support the implementation of capacity development programs for SIA's in-country partners as well as provide general advisory support for the infrastructure projects supported by SIA. The Expert E&S Global Advisor will be requested to support projects where SIA requests expert advice via a call off for assignment.

Assignments may include, but are not limited to, environmental and social sustainability, the ESIA and RAP processes, IFC PS and project development. The Expert E&S Global Advisor will also provide soft support in selected assignments, including stakeholder alignment, working and aligning with Team Sweden and/or any other relevant project stakeholders to align the project owner, lenders and others around sustainability requirements. The Expert E&S Global Advisor may also design and deliver training and/or work packages to in-country partners (project owners and other relevant stakeholders).

Travel is likely to be requested, depending on the circumstances of each assignment and the in-country partner needs.

**Outputs and Deliverables**

- Continuous expert advisory role to SIA and partners on E&S sustainability
- Preparing for, participating in, and following up on meetings, as well as attending meetings as a NIR representative when requested
- Support with project management when requested
- Support with reviewing and producing relevant documentation
- Support with baseline assessments and developing Terms of References for training and capacity development programs
- Designing and implementing training and capacity development, both individual work packages and whole programs depending on the request from NIR
- Support with monitoring and evaluating training and capacity development programs

## Methodology

NIR and the selected consultancy(ies) will establish a Framework Agreement, under which individual assignments with scopes of work and budget are agreed upon between the consultancy and NIR.

The consultant team will follow the work plan and time schedule agreed upon with NIR in undertaking the assignments under the Framework Agreement. An appropriate methodology will be determined by the consultancy in consultations with NIR, and any other partners NIR deems necessary.

NIR is responsible for introducing the consultancy to the project context and relevant partners and other parties. The consultancy is responsible for gathering all necessary information needed to carry out the assignment. The consultancy shall be proactive and inform NIR about any lack of information or access to contacts in time for NIR to adequately respond.

NIR applies a *partnership-oriented methodology*, and the consultancy is expected to apply the same approach. This means working together with the in-country partner and training participants as partners, not clients – building trustful relationships and having an accommodating, proactive and pedagogical working methodology towards the in-country partner's needs. The aim of SIA's training and capacity development programs is not only to deliver training, but to develop the capacity among the participants in the partner organisations to reach their infrastructure project goals and manage sustainable and bankable projects. This can include supporting the partner in aligning other public institutions on how to respond to and manage complex environmental and social risks.

The consultancy is expected to apply a pedagogical approach for capacity development that is appropriate to align several different stakeholders, to train participants with different competence levels, and to support their efforts to develop their own strategies and policies. The consultant shall not do the work for the partner organisations but enable and develop their own capacity to develop, implement, and manage processes. This includes having a supporting and encouraging work style and taking on a proactive and accommodating support role throughout an assignment.

## Requirements specification

The consultant team presented must be able to provide strategic guidance on E&S sustainability related to large infrastructure projects, E&S Due Diligence (E&S DD), ESIA, ESAP and RAP processes, IFC PS as well as training and capacity development needs.

The ideal consultant team is a small team of four (4) to five (5) experienced E&S professionals with complementing expertise: in social sustainability (human rights-based approach, local communities' safety and health, labor conditions); land rights, resettlement and land acquisition issues; environmental sustainability (climate effects, biodiversity, pollution, local environmental impact); and fundamental understanding of environmental and social risk management processes for international lenders financing large and high-risk infrastructure projects.

The consultant team is required to demonstrate the following expertise across the proposed team. Note that more than one of the requirements may be found within the same individual.

Required technical and professional expertise and qualifications:

Expertise	Responsibilities and Requirements
E&S Generalist and Team Leader	<ul style="list-style-type: none"> <li>• A post-graduate or equivalent qualification/degree in law, economics, political science, development studies or any other relevant discipline.</li> <li>• At least 15 years demonstrated professional experience working with infrastructure projects in an international context and with international financial institutions.</li> <li>• Demonstrated professional experience working in developing countries. Experience from SIA's project countries is an advantage.</li> <li>• Demonstrated professional experience working with infrastructure project preparation procedures according to international standard, such as E&amp;S DD, ESAP, ESIA and RAP.</li> <li>• Demonstrated professional experience working with project owners to comply with international lender standards, particularly IFC PS. Experience from advisory assignments in SIA's project countries and sectors is an advantage.</li> <li>• Excellent English communication skills, both spoken and written. Language skills in French, Arabic, Spanish, and Portuguese are advantageous.</li> <li>• Relevant experience of providing capacity development and/or designing and implementing capacity development programs. Experience from capacity development in SIA's project countries and sectors is an advantage.</li> <li>• Advising on and providing capacity development regarding ESMS design and implementation. Specialist in designing and implementing ESMSs in organisations in OECD/DAC countries. In-depth knowledge of and experience applying IFC PS requirements in ESMSs.</li> </ul>
Stakeholder Engagement, Resettlement and Land Rights Specialist	<ul style="list-style-type: none"> <li>• A post-graduate or equivalent qualification/degree in law, political science, development studies or any other relevant discipline.</li> <li>• At least 10 years demonstrated professional experience working with infrastructure projects in an international context and with international financial institutions.</li> <li>• Demonstrated professional experience working in developing countries. Experience from SIA's project countries is an advantage.</li> <li>• Demonstrated professional experience working with infrastructure project preparation procedures, such as E&amp;S DD, ESAP, ESIA and RAP.</li> <li>• Experienced in stakeholder engagement, consultation, and conflict resolution, with good experience of community health and safety issues related to resettlement.</li> <li>• Experienced with encroachment related to infrastructure projects, resettlement planning according to international standards for RAPs.</li> <li>• Knowledgeable of indigenous peoples' rights and the principle of Free, Prior, and Informed Consent (FPIC).</li> <li>• Demonstrated professional experience working with project owners to comply with international lender standards,</li> </ul>

	<p>particularly IFC PS. Experience from advisory assignments in SIA's project countries and sectors is an advantage.</p> <ul style="list-style-type: none"> <li>• Excellent English communication skills, both spoken and written. Language skills in French, Arabic, Spanish, and Portuguese are advantageous.</li> <li>• Relevant experience of providing capacity development and/or designing and implementing capacity development programs. Experience from capacity development in SIA's project countries and sectors is an advantage.</li> </ul>
Environmental and Climate Generalist	<ul style="list-style-type: none"> <li>• A post-graduate or equivalent qualification/degree in environmental and/or climate studies or any other relevant discipline.</li> <li>• At least 10 years demonstrated professional experience working with infrastructure projects in an international context and with international financial institutions.</li> <li>• Demonstrated professional experience working in developing countries. Experience from SIA's project countries is an advantage.</li> <li>• Demonstrated professional experience working with environmental aspects of infrastructure project preparation procedures, such as E&amp;S DD, ESAP and ESIA.</li> <li>• Experienced in assessing environmental risks and impacts on the local environment covering both water, waste, pollution, and biodiversity.</li> <li>• Experienced with assessing and evaluating climate effects on a project level, using standard GHG measuring methods.</li> <li>• Demonstrated professional experience working with project owners to comply with international lender standards, particularly IFC PS. Experience from advisory assignments in SIA's project countries and sectors is an advantage.</li> <li>• Excellent English communication skills, both spoken and written. Language skills in French, Arabic, Spanish, and Portuguese are advantageous.</li> <li>• Relevant experience of providing capacity development and/or designing and implementing capacity development programs. Experience from capacity development in SIA's project countries and sectors is an advantage.</li> </ul>
Biodiversity Specialist	<ul style="list-style-type: none"> <li>• A post-graduate or equivalent qualification/degree in environmental and/or biodiversity studies or any other relevant discipline.</li> <li>• At least 10 years demonstrated professional experience working with infrastructure projects in an international context and with international financial institutions.</li> <li>• Demonstrated professional experience working in developing countries. Experience from SIA's project countries is an advantage.</li> <li>• Demonstrated professional experience working with biodiversity aspects of infrastructure project preparation procedures, such as E&amp;S DD, ESAP and ESIA.</li> <li>• Experienced in identifying biodiversity assessing and evaluating potential impacts on biodiversity and wildlife, providing advisory on how to maintain and protect biotopes and biodiversity through both technical design and other mitigating measures in infrastructure projects.</li> </ul>



	<ul style="list-style-type: none"> <li>• Experienced with assessing and evaluating effects and impacts on ecosystem services, and how to manage living natural resources adequately through both technical design and other mitigating measures in infrastructure projects.</li> <li>• Demonstrated professional experience working with project owners to comply with international lender standards, particularly IFC PS. Experience from advisory assignments in SIA's project countries and sectors is an advantage.</li> <li>• Excellent English communication skills, both spoken and written. Language skills in French, Arabic, Spanish, and Portuguese are advantageous.</li> <li>• Relevant experience of providing capacity development and/or designing and implementing capacity development programs. Experience from capacity development in SIA's project countries and sectors is an advantage.</li> </ul>
Occupational Health and Safety Specialist	<ul style="list-style-type: none"> <li>• A post-graduate or equivalent qualification/degree in law, economics, political science, development studies or any other relevant discipline.</li> <li>• At least 10 years demonstrated professional experience working with infrastructure projects in an international context and with international financial institutions.</li> <li>• Demonstrated professional experience working in developing countries. Experience from SIA's project countries is an advantage.</li> <li>• Demonstrated professional experience working with occupational health and safety during infrastructure project preparation procedures, such as E&amp;S DD, ESAP, ESIA and RAP.</li> <li>• Experienced with OHS good practice and organisational OHS processes.</li> <li>• Experience of providing training in health and safety topics to project owners and EPC companies.</li> <li>• Demonstrated professional experience working with project owners to comply with international lender standards, particularly IFC PS. Experience from advisory assignments in SIA's project countries and sectors is an advantage.</li> <li>• Excellent English communication skills, both spoken and written. Language skills in French, Arabic, Spanish, and Portuguese are advantageous.</li> <li>• Relevant experience of providing capacity development and/or designing and implementing capacity development programs. Experience from capacity development in SIA's project countries and sectors is an advantage.</li> </ul>

**Please see the Invitation to Tender for instructions on how to submit documentary proof of the technical and professional expertise and qualifications.**

## **ANNEX B – FINANCIAL PROPOSAL TEMPLATE**

## FINANCIAL PROPOSAL – Schedule of Rates

### Expert Environmental and Social Consultants as Global Advisors under a Framework Agreement

The format below shall be used to prepare the Financial Proposal, which will set the schedule of rates for the Contract. The Consultant will be paid for Services delivered under each Assignment in accordance with the schedule of rates below. The costs shall be quoted in Swedish krona (SEK). Note that the consultant **may** submit a Financial Proposal in another currency if they intend to invoice NIR in another currency, but the costs must also be quoted in SEK.

The costs quoted below should not include VAT. For suppliers outside of Sweden, no VAT or any other taxes should be invoiced for the sale of services. Like all other EU countries Sweden applies reverse VAT liability, which means that the purchaser (NIR in this instance) reports and pays Swedish VAT for taxable services purchased outside of Sweden. If a supplier is located outside of Sweden, NIR may not be charged VAT or any other taxes from the supplier's country of registration unless tax legislation regulates otherwise. VAT or any other taxes should be included in the below proposal if a supplier outside of Sweden believes it is required by its country of registration.

In accordance with the terms of the Contract, no changes to the Core Team listed below will be permitted during the duration of the Contract without the express written consent of NIR.

#### Schedule of Rates for Core Team Members

Name	Position	Hourly rate*, excluding VAT	Daily rate*, excluding VAT
	E&S Generalist and Team Leader		
	Stakeholder Engagement, Resettlement and Land Rights Specialist		
	Environmental and Climate Generalist		
	Biodiversity Specialist		
	Occupational Health and Safety Specialist		

\*Adjustment of rates will be made yearly and according to the Labour Cost Index K21 (*Faktorprisindex för konsulttjänster K21* (formerly K84)) published by the Federation of Swedish Innovation Companies (Innovationsföretagen). The first adjustment may be undertaken twelve (12) months from the date of contract signing, and the base month is the month/year of contract signing. Any adjustments must be made in writing as an amendment to the contract. Retroactive adjustments will not be permitted.

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**Signature of Organisation's Authorised Person**

**Name:**

**Title:**

**Date:**

**City/Country:**

## **ANNEX C – SELF DECLARATION**

## SELF-DECLARATION

The following Self-Declaration shall be completed by the tenderer being considered to act for or on behalf of Näringslivets Internationella Råd (NIR) (The International Council of Swedish Industry, in English) in providing expert advice, executing projects and/or similar services or supplying goods. The completion of this Self-Declaration by the tenderer is required before NIR enters into any contract or agreement. This Self-Declaration will be incorporated into the contract or agreement.

### 1. General Company Information

Name of Entity: \_\_\_\_\_

Type of Entity: \_\_\_\_\_

Address of Registration: \_\_\_\_\_

Address 2: \_\_\_\_\_

City/State/Province: \_\_\_\_\_

Country: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Country of Operation: \_\_\_\_\_

Website: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name/Title of Individual with Authority to Sign for the Organisation:

\_\_\_\_\_

VAT Identification Number: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

### 2. Owners/Principals (ownership percentage must total 100%; if publicly traded, all shareholders holding 10% or more must be listed individually):

Name	Ownership %	Nationality

### 3. Members of the Board of Directors:

Name	Position	Nationality

**4. Members of senior management:**

Name	Title	Nationality

**5. Managers and employees who will or may work on matters pertaining to the services:**

Name	Title	Nationality

**6. Will services be provided through a sub-contractor, joint venture or consortium?**

Yes		No	
-----	--	----	--

**a. If yes, please indicate which type of partnership will be undertaken.**

	<b>Mark with an X</b>
<b>Sub-contract</b>	
<b>Joint venture</b>	
<b>Consortium</b>	

**b. If applicable, please indicate the other consultants/suppliers who will or may be sub-contracted or part of a joint venture or consortium to perform services:**

Name	Company	Title	Nationality

**7. Is any owner, director, officer, manager or key employee listed above, acting in an official capacity of any government body or government-controlled entity related to the services in any way?**

<b>Yes:</b>		<b>No:</b>	
If yes, please explain how:			

**8. Has the entity or any person listed above, to the best of your knowledge, been investigated, charged or convicted of any financial crime by any authority?**

<b>Yes:</b>		<b>No:</b>	
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**9. Has the entity or any person listed above to the best of your knowledge, been subject to national, regional or global sanctions or debarments, such as by the EU, UN, World Bank, EBRD, US authorities, IDB, ADB, AfDB, etc.?**

<b>Yes:</b>		<b>No:</b>	
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**10. Are there any actual, potential or perceived conflicts of interest in relation to this procurement by the entity or any persons listed above?**

<b>Yes:</b>		<b>No:</b>	
If yes, please explain:			

\* A conflict of interest is a situation in which a party has interests that could improperly influence the activities of NIR, as well as that party's performance of duties or responsibilities, contractual obligations or compliance with applicable laws and regulations.

**11. Tenderers will be excluded from the procurement procedure if it is established that the tenderer or any individual listed above:**

- 1) Is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- 2) Has been established by a final judgment or a final administrative decision that a tenderer is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which a tenderer belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:
  - i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
  - ii) entering into agreement with other economic operators with the aim of distorting competition;
  - iii) violating intellectual property rights;
  - iv) attempting to influence the decision-making process of a contracting party during the procurement procedure; or
  - v) attempting to obtain confidential information that may have conferred undue advantages in the procurement procedure;
- 3) Has been established by a final judgment or a final administrative decision that a tenderer is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- 4) Has been established by a final judgment that a tenderer, or persons having powers of representation, decision making control over them, are guilty of any of the following: fraud, corruption, involvement in a criminal organisation, money laundering, terrorist financing, child labour (or any other forms of trafficking in human beings) or any other illegal activity detrimental to Sweden's or Sida's interests;



- 5) Has shown significant deficiencies in complying with main obligations in the performance of a contract financed by Sida or NIR, which has led to the early termination of a legal commitment or to the application of liquidated damages or other contractual penalties or which has been discovered following checks and audits or investigations; or
- 6) Is found on the list of EU restrictive measures. The lists of persons, groups or entities subject to the EU restrictive measures are published on the following website: [www.sanctionsmap.eu](http://www.sanctionsmap.eu). This applies to a tenderer, its subsidiary, another company belonging to the same group of companies, a consortium partner or other affiliate.

**12. In support of this Self-Declaration, the tenderer must submit the following documentary proof to qualify and verify its suitability:**

1. Registration by a national registrars of companies (the Swedish Companies Registration Office (SCRO) or a corresponding national official register for non-Swedish firms).
2. Registration for declaration and payment of value added tax or a similar sales tax in accordance with national legislation.
3. Proof of declaration of preliminary taxes for staff and employee contributions.
4. Financial statements for the last three years, including proof that the tenderer's organisation is free from debts regarding taxes and social security contributions.
5. In the case of sub-contracting or a joint venture or consortium, the following must be attached: (1) a copy of the agreement establishing the partnership and (2) certificates of business registration issued by valid authorities for any sub-contracted party or any party of the of the consortium or joint-venture that may perform the services.

A firm not registered by the SCRO or by a corresponding national official register as well as one not registered for declaration and payment of value added tax in accordance with national legislation shall be excluded from participation in the tender proceedings.

**NIR reserves the right to exclude a tenderer from the procurement process for any other grounds it may deem to warrant such exclusion.**

**The undersigned understands that a false statement or failure to disclose any relevant information which may impact upon NIR's decision to award a contract may result in the disqualification of the undersigned from the bidding exercise and/or the withdrawal of any offer of a contract with NIR. Furthermore, in case a contract has already been awarded, NIR shall be entitled to rescind the award with immediate effect, in addition to any other remedies which NIR may have by contract or by law.**

**I hereby declare to NIR that it has not been established that I, or any entity or person listed above, satisfy any of the stated grounds for exclusion from the procurement process.**

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**Signature**

**Name/Title:**

**Date:**

## **ANNEX D – NIR’S CODE OF CONDUCT**

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## **NIR Code of Conduct**

Adopted by the Board of Directors on 19 March 2025

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Improving business conditions in complex markets.

## **The purpose of this Code**

NIR improves the conditions for conducting economically, socially and environmentally sustainable business in complex markets. As a membership-based non-profit organisation, NIR represents some of Sweden's largest exporting companies and the financial sector. As a nexus between aid and trade, NIR often partners with other Swedish stakeholders such as the Swedish International Development Cooperation Agency (Sida) and the Swedish Ministry for Foreign Affairs. Through these partnerships, NIR manages public funds which requires a heightened duty of care.

As NIR is uniquely positioned to represent its members and Swedish business values and principles in complex markets, we must always uphold the highest ethical and professional standards and act responsibly and sustainably. When representing NIR in partner countries, we contribute to building Sweden's legacy. Therefore, the highest ethical and professional standards must be our hallmark.

The purpose of this Code of Conduct (hereinafter referred to as this 'Code') is to define those standards, clarify responsibilities and guide us in ensuring that we always conduct ourselves ethically and responsibly in carrying out our mission.

## **Who does this Code apply to?**

This Code applies to all persons working on behalf of or representing NIR, including all employees, the Board of Directors when representing NIR<sup>1</sup>, consultants and other implementing partners. Our in-country partners (beneficiaries) should be made aware of this Code and understand how to respond if this Code is violated by persons working on behalf of or representing NIR.

The CEO of NIR is responsible for ensuring that this Code is fully communicated and properly implemented. All persons employed by NIR are individually responsible for understanding and complying with this Code. A lack of understanding of this Code is not an excusable reason for non-compliance.

Any violations of this Code, NIR's policies or the law by a person working for or on behalf of NIR may result in NIR facing criminal and/or financial sanctions. It could also result in the individual facing criminal prosecution and/or disciplinary action, including termination if warranted, in accordance with the applicable regulations and laws. Further, violations of this Code, NIR's policies or the law could result in reputational damage. Upholding this Code therefore protects the reputation of NIR and its members. NIR reserves the right to review and terminate its relationship(s) with any partners who violate this Code and to take legal action, if deemed necessary.

Each person who this Code applies to has a duty to speak up and respond to a suspected or known incident which violates this Code, NIR's policies and guidelines and/or the law. See the section below, 'Speaking Up and Responding,' for how to do so.

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<sup>1</sup> NIR acknowledges that members of the Board of Directors are required to adhere to their respective organisational Code of Conduct. In cases of an inconsistency between this Code and a member's organisational Code, NIR acknowledges that the highest standard applies.

## **Acting ethically and professionally**

We have a duty to engage with others adhering to the highest ethical and professional standards. As NIR's activities are largely based on interacting with partners, stakeholders and other third parties, it is imperative that we manage all professional relationships ethically and responsibly. This includes communicating honestly, openly and clearly, respecting the confidentiality of our members and projects and managing budgets and spending funds with the utmost integrity. This also means creating equal opportunities in our business relations and partnerships and protecting human rights.

### **Communicating and engaging with others to the highest ethical and professional standards means:**

- Representing NIR and its members with the utmost ethical and professional personal behaviour, including treating everyone we encounter equally and with respect. This means being aware of who we interact with, what interests he/she represents and if there are any religious, cultural and political sensitivities that we should take into consideration.
- Meeting with public officials in a transparent way, which includes avoiding meeting with public officials alone in private settings and never offering or accepting gifts to or from public officials.
- Consuming alcohol during work hours should be limited to events where NIR employees and representatives have been invited in their official capacity and done in moderation and responsibly. Any use of illegal substances is prohibited.
- Protecting any confidential, sensitive and non-public information about NIR, its members and partners.
- Managing budgets and spending funds with integrity. Managing and spending public funds brings additional responsibilities and requires us to hold ourselves accountable by ensuring that funds are spent in the public interest and achieve the most value for the money.
- Always following our procurement and due diligence guidelines when choosing suppliers to ensure meeting our requirements for anti-corruption, conflicts of interest, sanctions, human rights, non-discrimination as well as social and environmental sustainability.
- Taking all necessary actions needed to create equal opportunities, such as including equal opportunity and non-discrimination clauses in partnership, consultancy and any other formal agreements.
- Avoiding any form of contact with organised crime.
- Supporting and protecting internationally recognised human rights, being aware of the human rights situation in the contexts where we work, ensuring we are not complicit in human rights abuses and immediately reporting any suspected or known

instances of human rights violations both internally and outside our organisation.

---

### **Definitions:**

**Human rights** are rights inherent to all human beings, regardless of race, sex, nationality, ethnicity, language, religion, or any other status. Human rights include the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more. Everyone is entitled to these rights, without discrimination.

**Organised crime** is a continuing criminal enterprise that rationally works to profit from illicit activities that are often in great public demand. Its continuing existence is maintained through corruption of public officials and the use of intimidation, threats or force to protect its operations. It may include trafficking in people, drugs, illicit goods and weapons, armed robbery, counterfeiting and money laundering.

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## **Zero tolerance for bribery and corruption**

**NIR has zero tolerance for any form of bribery and corruption.**

Corruption undermines NIR's mission as it hinders economic and sustainable development, increases inequality, poverty and social division, weakens democracy, worsens the environmental crisis and erodes trust.

As a representative of Sweden and our members, we hold ourselves to the highest standards of transparency and fighting corruption and we have a duty and responsibility to support our in-country partners (beneficiaries) in combating corruption. This also includes avoiding any conflicts of interest and identifying and resolving any possible conflicts, which is vital to maintain trust.

### **A zero tolerance for bribery and corruption means:**

- Conducting the appropriate level of due diligence during procurement and when assessing and evaluating potential partners.
- Following the applicable laws, rules, regulations and guidelines during procurement and when entering into agreements. As an international organisation, this includes complying with any applicable national and local anti-bribery and anti-corruption laws.
- Never accepting or offering any gifts, entertainment, travel or accommodation from or to any party. Some exceptions exist, such as food and beverages or branded items at conferences, events and meetings and gifts of minimal value. In some instances, it might be considered impolite not to accept a gift offered and/or difficult to assess

value. In such situations, the gift should be reported to and registered by NIR's head of Compliance and held by the Secretariat.

- Preventing any conflicts of interest and immediately reporting any actual, potential or perceived conflict of interest. NIR's CEO, head of Compliance and/or Compliance Committee will determine how to respond to any actual, potential or perceived conflicts of interest with the utmost transparency.
- Preventing engaging in activities where personal benefits may arise from actions and decisions taken in his or her official capacity. Such personal benefits could be financial gains, favors, personal relationships or intimate relations.
- Immediately reporting any suspected or known instances of bribery, conflict of interest or corruption to a manager, NIR's CEO, head of Compliance or through NIR's anonymous Whistleblower function.

---

### **Definitions:**

**Corruption** is an abuse/misuse of trust, power or position for improper gain for a person, organization, private company or other. Corruption can take many forms and includes among others, bribery, kickbacks, illegal gratuities, extortion, sextortion, facilitation payments, embezzlement, fraud, theft, favouritism and nepotism and conflicts of interest.

A **bribe** or **bribery** is an indirect or direct offer to pay, a payment, a promise to pay or the authorisation of any form of payment for an improper purpose. An improper purpose includes the influencing of an act or decision of another or securing any improper advantage over another.

**Nepotism** is a form of favouritism based on acquaintances and familial relationships whereby someone in an official position exploits his or her power and authority to provide a job or favour to a family member or friend.

A **conflict of interest** is any situation where the functions of a person acting on behalf of the organisation is or could be compromised for personal reasons, involving family, personal life, political affiliation, economic interest or any other shared interest with another person.

A **gift of minimal value** is anything under the value of 500 Swedish Krona. Gifts of minimal value may include, but are not limited to, small souvenirs or memorabilia, corporate merchandise such as pens and notepads and coffee or meals at meetings and conferences. This does not include other benefits, even if they are of low or no monetary value.

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For further guidance, see The Swedish Anti-Corruption Institute's **Code to Prevent Corruption in Business** (August 2020).



## Staying safe and being secure

We have a duty to properly assess and mitigate security risks to stay safe and be secure, safeguarding ourselves, NIR as an organisation and our partners. An international presence is at the core of NIR's mission, but this also brings significant security risks as we work and travel in complex environments and with partners from diverse backgrounds. Risks cannot always be avoided but should always be minimised to the greatest extent possible. Staying safe and being secure requires that we understand and mitigate personal safety risks, protect sensitive and confidential information and follow all IT security protocols.

### Staying safe and being secure means:

- Taking responsibility for my personal safety and security by following NIR's travel policies and guidelines and keeping up to date with the security situation in any country we plan to travel to or coordinate activities in on behalf of NIR.
- Always considering the security risks associated with travels, information and activities and how they could affect me, NIR as an organisation and our partners. This means taking into account the security recommendations of the Swedish Ministry for Foreign Affairs and local authorities, as well as partners when applicable.
- Being aware of who we interact with and any religious, cultural and political sensitivities which could compromise safety and security if not respected.
- Being aware of how my actions could put the safety and security of partners, interlocutors and other parties at risk. This includes properly assessing and mitigating any such risks.
- Never sharing sensitive information and protecting the information and data of NIR, our members and partners and other stakeholders with the utmost confidentiality and integrity. This includes being aware when holding telephone conversations in public spaces and leaving our computers open in meetings, public spaces and at the office.
- Never sharing sensitive information on social media that may put me, NIR, our members and partners or any other party at risk.
- Handling data, passwords, information and business agreements confidential in accordance with NIR's policies and guidelines and following IT security regulations, laws and local regulations.
- Immediately reporting any safety or security related incidents to my direct manager and/or NIR's CEO.
- Immediately contacting the appropriate authorities in emergency situations.
- Appropriately responding to any safety and security incidents and handling any reports related to such incidents responsibly and in a transparent way.

---

### **Definitions:**

**Personal safety risks** include crime, health risks, natural disasters, transportation accidents, political instability, cultural misunderstandings and preparedness for emergency situations.

**Information security** refers to preserving the confidentiality, integrity and availability of information. Information security risks are potential events or actions that could negatively impact the confidentiality, integrity, or availability of an organisation's information. These risks can stem from various sources, including human errors, system failures, deliberate attacks or natural events.

**IT security** involves implementing security measures to protect information within information systems. IT security risks include phishing and malicious software, inadequate password management, neglecting software updates, unsecured mobile devices, poor handling of e-identification, lack of regular data backups and inadequate incident reporting.

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## **Promoting environmentally responsible practices**

Promoting environmentally sustainable business practices is a central pillar of NIR's mission which means that making environmentally responsible choices in carrying out our operations is of the utmost importance. As an international organisation promoting Swedish sustainable business practices, we also support our in-country partners (beneficiaries) in making environmentally responsible choices and contributing to achieving the 2030 Agenda for Sustainable Development. We aim to promote the importance of environmental responsibility and sustainable business practices in all our programmes, activities and partnerships.

### **Promoting environmentally responsible practices means:**

- Promoting and increasing the number of NIR's environmentally sustainable programmes and activities.
- Holding meetings virtually unless physical travel is necessary. When physical travel is deemed necessary, we choose to travel by the most environmentally friendly and cost-effective option.
- Minimising waste, including printing only when necessary.

## Contributing to diversity, equity and inclusion

### **NIR has zero tolerance for any form of discrimination.**

All individuals in our workplace and operations shall be treated equally, fairly and with respect, regardless of age, sex, race, ethnicity, national or social origin, disability, medical conditions, pregnancy, marital status, sexual orientation, gender or gender expression and/or religion, belief or religious background.

We run operations across the globe in many different countries with varying cultures, norms and legislations. We therefore each play an important role in contributing to an organisation that upholds the values of diversity, equity and inclusion, which are key for us in delivering on NIR's mission.

### **Contributing to a diversity, equity and inclusion means:**

- Never participating in or tolerating any form of discrimination.
- Always upholding fair working terms and conditions and being an equal opportunity employer.
- Always making decisions related to recruitment and hiring based on merit.
- Treating my colleagues equally and with respect.
- Actively seeking and valuing the perspective of others.
- Being aware of and fighting unconscious bias.
- Collaborating with my colleagues, contributing to their professional development, giving constructive feedback and engaging in a positive way.
- Immediately reporting any suspected or known acts of discrimination.

---

### **Definitions:**

**Discrimination** is the mistreatment of any person based on age, sex, race, ethnicity, national or social origin, disability, medical conditions, pregnancy, marital status, sexual orientation, gender or gender expression and/or religion, belief or religious background.

An **equal opportunity** in our business relations and partnerships means never discriminating based on age, sex, race, ethnicity, national or social origin, disability, pregnancy, marital status, sexual orientation, gender or gender expression and/or religion, belief or religious background.

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## **Zero tolerance for harassment, including sexual exploitation, abuse and harassment**

**NIR has zero tolerance for any form of harassment, including sexual exploitation, abuse and harassment.**

We are committed to ensuring that our workplace and operations are free of any form of harassment, including sexual exploitation, abuse and harassment, or abuse of authority. Sexual exploitation, abuse and harassment are manifestations of power imbalances and abuse of power, and commonly associated with gender inequality. These types of manifestations of power imbalances go directly against our values and can result in supporting criminal activities, such as human trafficking. We prioritise the early detection of harassment, and prevention of harassment is all our shared responsibility.

### **A zero tolerance for harassment means:**

- Never using any kind of harassing or violent behaviour towards any other person.
- Never using a position of power to solicit sexual favors, gifts, payments or any other form of personal advantages.
- Never making purposely false or misleading allegations to harm someone.
- Never exchanging money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior.
- Never exploiting the vulnerability of any target group in any context of our operations. When working in a situation where children are involved, never acting in a way that may place a child at risk of abuse, sexually or otherwise.
- Striving to run our operations in a way that proactively protects children and minimises the risk of children being exposed to abuse, exploitation, injury or other violations of their rights. This includes avoiding talking to or touching children in ways that may be perceived as inappropriate or offensive, or making suggestions that may be perceived in such a way.
- Never initiating and engaging in any sexual activity with children (persons under the age of 18), regardless of consent or the age of majority. Being mistaken about a child's age is never a defense.
- Keeping the workplace free from any kind of pornographic materials and never using NIR's technical equipment to consume, purchase, sell, possess and/or distribute any form of pornography.
- Immediately reporting any suspected or known instances of harassment, including sexual exploitation, abuse and harassment, injury and/or physical or psychological violence.

---

### **Definitions:**

**Harassment** is unwanted behaviour which you find offensive, or which makes you feel intimidated or humiliated. It can happen on its own or alongside other forms of discrimination. Unwanted behaviour includes spoken or written words or abuse, offensive emails or comments on social media, images, physical gestures and jokes.

**Sexual abuse** is the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. All sexual activity with children (as defined under the UN Convention on the Rights of the Child as any person under the age of 18) is sexual abuse, regardless of the age of majority or consent locally.

**Sexual exploitation** is any actual or attempted abuse by personnel (of a position of vulnerability, differential power or trust for sexual purposes, including profiting monetarily, socially or politically from the sexual exploitation of another). It is a broad term, but it includes transactional sex, solicitation of transactional sex and exploitative relationships.

**Sexual harassment** is any unwelcome conduct of a sexual nature that might reasonably be expected, or be perceived to cause offence or humiliation, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. Sexual harassment may occur in the workplace or in connection with work. While typically involving a pattern of conduct, sexual harassment may take the form of a single incident. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is the target of the conduct shall be considered. Sexual harassment can take a variety of forms and may involve any conduct of a verbal, nonverbal or physical nature, including written and electronic communications.

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## **Speaking up and responding**

NIR's mission, activities and partnerships are built on trust and accountability between all parties and responding and speaking up is vital to maintaining those core values. This means that any person who this Code applies to has a duty and responsibility to immediately respond and speak up in any instance where it is suspected or known that this Code or NIR's policies have been breached and/or the law has been broken.

### **Reporting an incident**

If as an employee you are aware of a suspected or known incident that violates this Code and/or NIR's policies or breaks the law, you must immediately and formally report the incident in writing to your manager or any other manager you are more comfortable with, the head of Compliance or CEO. All managers have a duty to then immediately report the incident in

writing to the head of Compliance or CEO. Alternatively, you may use the Whistleblower function. If you are unsure as to whether an incident constitutes a breach of this Code or NIR's policies and/or is illegal, you may speak to your manager or the head of Compliance.

Any other person that this Code applies to must immediately report any such incident either in writing to the head of Compliance and/or CEO, or may use the Whistleblower function. The Whistleblower function may be used to report anonymously and is available for NIR employees, any person this Code applies to as well as any other person that would like to make a report in good faith. The Whistleblower function is available on NIR's website at [www.nir.se](http://www.nir.se).

NIR has zero tolerance for hindering reporting and retaliation if the reporting person has done so in good faith with reasonable grounds to believe that the information reported was true at the time of reporting, or if they had serious suspicions that they observed an illegal activity.

The failure to report a suspected or known incident may result in disciplinary action for employees, including termination if warranted, and response measures of equal proportion for any other person that this Code applies to but has failed to report.

## **Managerial responsibilities**

NIR employees in a managerial position play a vital in leading by example to ensure that this Code is implemented and followed. Management should encourage employees to speak up and report suspected or known violations and ensure that a trusting environment and the opportunity for speaking up and reporting exists. Ensuring that there are adequate resources and expertise to prevent corruption, and any violations of this Code is also the responsibility of management.

Management must clearly specify NIR's position on ethical and professional behaviour, anti-corruption and harassment in employee trainings and in its internal and external communications. NIR's CEO is responsible for keeping the Board of Directors regularly informed of NIR's anti-corruption work and any other work in relation to this Code.

## **ANNEX E – DRAFT CONSULTANCY CONTRACT**

**NÄRINGSLIVETS  
INTERNATIONELLA RÅD  
International Council of Swedish Industry**

**FRAMEWORK AGREEMENT  
GENERAL TERMS  
AND CONDITIONS**

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**1. PARTIES**

**1.01** This Framework Agreement (hereinafter referred to as the 'Contract') for consulting services is by and between **NÄRINGSLIVETS INTERNATIONELLA RÅD or THE INTERNATIONAL COUNCIL OF SWEDISH INDUSTRY** ('NIR') and the consultancy to perform the services described herein (the 'Consultant'). NIR and the Consultant will hereinafter be jointly referred to as the 'Parties' and individually as a 'Party'.

**2. CONTRACT DOCUMENTS AND SCOPE OF WORK**

**2.01** The Consultant shall provide NIR with consulting services (the 'Services'). Hereinafter, the Services means all services specified in the 'Contract Documents', as defined in the Contract's Specific Conditions ('SC'), or any other work specified by NIR under the Contract.

**2.02** In the event of a conflict between the terms of the Contract and any of the other Contract Documents, these General Terms and Conditions and the SC shall govern and take precedence.

**2.03** The Contract Documents shall include all modifications, amendments and changes agreed upon in writing between the Parties and issued during the term of the Contract. Any such modifications, amendments or changes shall supersede the original Contract Documents where modified, amended and/or changed.

**2.04** The Consultant agrees to furnish to NIR and NIR agrees to accept, on the terms and conditions set forth in the Contract, the Services described in the Contract Documents.

The Consultant agrees to provide the Services required hereunder: (a) with reasonable due, care and diligence expected from the Consultant given its size, experience and global record; (b) in accordance with the requirements set forth in the Contract Documents; (b) following the applicable industry standards; (c) with the necessary and qualified personnel throughout all stages of the Contract; and (d) as an independent contractor under the general guidance of NIR.

**2.06** The Consultant, subject to the Contract, has full and exclusive responsibility for and is completely in charge of all personnel and subcontractors performing the Services. The Consultant is also fully responsible for the Services performed by its personnel and subcontractors on NIR's behalf.

**3. INDEPENDENT CONTRACTOR**

**3.01** The Consultant shall act at all times hereunder as an independent contractor with respect to NIR, and not as an employee, partner, agent or co-venturer of or with NIR. Except as set forth herein, NIR shall neither have nor exercise control or direction whatsoever over the operations of the Consultant, and the Consultant shall neither have nor exercise any control or direction whatsoever over the employees, agents or subcontractors hired by NIR.



#### **4. NO AGENCY CREATED**

**4.01** No agency, employment, partnership or joint venture shall be created by the Contract, as the Consultant is an independent contractor. The Consultant shall have no authority as an agent of NIR to otherwise bind NIR to any agreement, commitment, obligation, contract, instrument, undertaking, arrangement, certificate or other matter. Each Party hereto shall refrain from making any representation intended to create an apparent agency, employment, partnership or joint venture relationship between the Parties.

#### **5. COMPLIANCE WITH APPLICABLE LAW**

**5.01** The Consultant represents that it, and its Services, are in compliance with all applicable laws.

#### **6. CONSULTANT'S PERSONNEL AND SUBCONTRACTORS**

**6.01** The Consultant's approved personnel and subcontractors who will perform the Services shall be listed by name and title in the Contract Documents.

**6.02** No changes to the approved personnel and subcontractors shall be made without the express written consent of NIR. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the approved personnel or subcontractors, the Consultant shall replace him/her with a person of at least equivalent qualifications. Such necessary replacement will be subject to NIR's review and approval. The Consultant shall submit a copy of the replacement personnel or subcontractor's CV and/or qualifications for NIR's review and approval prior to the assignment of such personnel to the Services.

**6.03** If NIR: (a) finds that any of the personnel or subcontractors have committed misconduct or have been charged with having committed a criminal action; or (b) has reasonable cause to be dissatisfied with the conduct or behavior of any of the personnel or subcontractors, then the Consultant shall, at NIR's written request, provide as a replacement a person with at least equivalent qualifications, subject to NIR's review and written approval. The Consultant shall have no

claim for additional costs arising out of or incidental to any removal and/or replacement of key personnel or subcontractors.

#### **7. CONTRACT TERM**

**7.01** The performance of the Contract shall commence and terminate on the dates stated in the SC.

#### **8. FEES FOR SERVICES**

**8.01** The Consultant's fees for Services shall be defined in the Contract Documents.

#### **9. INVOICING**

**9.01 Services Delivered.** The Consultant shall submit an invoice for Services delivered in accordance with the terms of the SC.

The invoice shall include a description of the Services delivered, the total invoiced and currency, as well as a detailed time sheet to support the amount invoiced. Each invoice shall also be accompanied by any other information NIR may require to substantiate the Consultant's right to payment, such as time sheets for personnel and subcontractors, copies of invoices and other requisitions from personnel and subcontractors.

**9.02 Reimbursable Expenses.** The Consultant shall submit an invoice documenting reimbursable expenses in accordance with the terms of the SC. The invoice shall include a description of the expenses and be supported by copies of receipts. NIR may require that the Consultant submit original receipts upon written request.

**9.03** Invoices along with the required supporting documentation shall be sent electronically to:

invoice@nir.se  
Attn: Irene Ryyänen, Programme  
Controller  
Näringslivets Internationella Råd  
World Trade Center  
Klarabergsviadukten 70  
111 64 Stockholm

## **10. PAYMENTS**

**10.01** NIR shall make payment on undisputed amounts within thirty (30) days of receipt of a correct invoice approved by NIR.

**10.02** If NIR fails to timely pay in accordance with the Contract, the Consultant shall only be entitled to interest from the due date at the rate specified by the law on late payments in the Consultant's country of incorporation as specified in the SC.

## **11. MODIFICATIONS, AMENDMENTS AND CHANGES**

**11.01** Modifications, amendments and changes to the terms and conditions of the Contract may only be made by written modification of the Contract as agreed to between the Parties, and shall not be effective until the written consent of NIR has been obtained.

## **12. FORCE MAJEURE**

**12.01** 'Force Majeure' means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other exceptionally adverse weather conditions, strikes, lockouts or other industrial action/sanctions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent) and public health related events, such as a pandemic officially declared by the World Health Organization.

A Force Majeure event shall not be deemed to include: (i) any event which is caused by the negligence or intentional action of a Party or such Party's personnel or agents; (ii) any event which a diligent Party could reasonably have been expected to both: (a) take into account at the time the Contract was entered into; and (b) avoid or overcome in the carrying out of its obligations hereunder; or (iii) the insufficiency of funds, inability to make any payment required under the

Contract, or any economic conditions, including but not limited to inflation, price escalations or labour availability.

**12.02** The failure of a Party to fulfill any of its performance obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such failure arises from a Force Majeure event, and provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures with the objective of carrying out the Services in accordance with the terms and conditions of the Contract.

**12.03** A Party affected by a Force Majeure event shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

**12.04** A Party affected by a Force Majeure event shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event. The Party affected by a Force Majeure event shall also provide (i) evidence of the nature and cause of such event, (ii) its expected duration and (iii) the impact it will have on the performance of the Contract. The Party affected by a Force Majeure event shall give notice to the other party of the restoration of normal conditions as soon as possible.

**12.05** The Parties shall take all reasonable measures to minimise the consequence of any Force Majeure event.

**12.06** Any period within which a Party is required by the Contract to complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of a Force Majeure event, provided that such Party has provided notice as required.

## **13. INSURANCE**

**13.01** The Consultant understands and agrees that as an independent contractor, the Consultant is responsible for maintaining adequate and customary insurance coverage at its own cost, and commensurate with the nature and extent of the Services, including professional liability insurance, indemnity insurance and

travel insurance, for the Consultant and for all of the Consultant's employees, representatives, agents, and subcontractors, including the personnel and subcontractors listed in the Contract Documents, who shall perform Services under the Contract. Such coverage shall also at a minimum comply with the requirements of the applicable laws of the country in which the Consultant is incorporated.

**13.02** If the Consultant shall undertake travel to perform the Services under the Contract, the Consultant shall possess customary travel insurance. NIR will not in any case pay compensation in the event of death or disability, compensation for lost personal travel property, compensation for costs upon travel interruption or provide assault protection or legal protection in connection with travel or otherwise pay compensation or provide such protection that is covered by customary travel insurance.

**13.03** Upon request, the Consultant shall provide NIR with certificates of insurance for coverages referencing the Contract.

#### **14. INDEMNIFICATION**

**14.01** NIR hereby agrees to indemnify and hold harmless the Consultant and each person and affiliate associated with the Consultant against any and all direct losses, claims, damages, liabilities and expenses (including reasonable costs of investigation and legal counsel fees), arising out of, related to or based upon (i) any breach by NIR of any representation, warranty or covenant contained in or made pursuant to the Contract; or (2) any violation of law, rule or regulation by NIR or NIR's agents, employees, representatives or affiliates.

**14.02** The Consultant hereby agrees to indemnify and hold harmless NIR and each person associated with NIR against any and all direct losses, claims, damages, liabilities and expenses (including reasonable costs of investigation and legal counsel fees), arising out of, related to or based upon (i) any breach by the Consultant of any representation, warranty or covenant contained in or made pursuant to the Contract; or (2) any violation of law, rule or regulation by the Consultant or the Consultant's agents, employees, representatives or affiliates.

**14.03** If any Party or employee of a Party, subcontractors, anyone employed directly by any of them, or anyone for whose acts any of them is found liable in accordance with the Contract, the maximum amount of indemnifiable losses which may be recovered arising out of causes set forth in this Article shall be limited to the total sum of fees for Services and reimbursable expenses incurred at the time the act resulting in liability occurred.

**14.04** Notwithstanding anything herein to the contrary, no indemnifying Party will be responsible for any indemnification obligation for the gross negligence or willful misconduct of the Party seeking indemnification. For the purposes of the Contract, 'gross negligence' shall mean any act or failure to act (whether sole, joint, or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or indifferent to foreseeable harmful consequences.

**14.05** The provisions of this Article shall survive the expiration or sooner termination of the Contract with respect to matters arising out of facts or circumstances occurring during the period prior to such expiration or termination.

#### **15. LIMITATION ON LIABILITY**

**15.01** The total aggregate liability of either Party for claims asserted under or in connection with the Contract, regardless of the form of the action or the theory of recovery, shall be limited to the total sum of fees for Services and reimbursable expenses incurred at the time the act resulting in liability occurred.

Each Party acknowledges and agrees that this limitation of liability shall apply whether or not the remedies allowed under the Contract are deemed adequate and whether or not such remedies fail their essential purpose.

**15.02** No Party shall be liable for any special or consequential damages, or damages for loss of profits, revenue, data or data use, business reputation, goodwill or anticipated savings incurred by the other Party or the other Party's personnel and subcontractors, or any third party, whether in an action in agreement or tort.

**15.03** The limitations of liability set forth in this Article shall not apply to the extent the liability arises from the fraud, intentional misconduct or gross negligence of either Party or anyone for whom they may be responsible.

**15.04** The provisions of this Article shall survive the expiration or sooner termination of the Contract with respect to matters arising out of facts or circumstances occurring during the period prior to such expiration or termination.

## **16. SUSPENSION OF WORK**

**16.01** NIR may order the Consultant, by written notice, to suspend, delay or interrupt all or any part of the Services for the period of time that NIR determines appropriate or convenient for NIR.

**16.02** If the suspension, delay or interruption under this Article is unreasonable in duration, the Parties may agree to modify the Contract accordingly. Under no circumstances will the Consultant be entitled to claim loss of profit in connection with or as a result of a suspension. No adjustment will be made for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Consultant, or suspensions arising from the Consultant's failure to abide by its safety obligations hereunder.

## **17. TERMINATION**

**17.01 Termination for Convenience.** Either Party may terminate the Contract, in whole or in part, if it determines, in its sole and absolute discretion, that a termination is in its best interests. In order to terminate the Contract, the terminating Party shall send the counter Party a written termination notice at least thirty (30) working days prior to the intended date of termination. Notice of such termination shall state that termination is for the Party's convenience. The notice shall also state the extent to which performance of the Services under the Contract is terminated, and the termination date. In the case of termination by either Party, unless otherwise instructed by NIR, the Consultant shall stop work immediately on receipt of or submitting

the termination notice and follow the instructions and directions of NIR.

In the event of a termination by NIR, the Consultant shall be entitled to be paid for the Services properly performed and reimbursable expenses incurred by the Consultant prior to the effective date of termination. The Consultant will also be paid for unavoidable direct costs, actually incurred by the Consultant, and directly related to the termination. The Consultant shall not be allowed, and expressly waives, payment for profit on Services that were not performed as of the termination date.

**17.02 Termination for Force Majeure.** NIR or the Consultant may terminate the Contract, by not less than ten (10) working days written notice sent to the other Party if: (i) as the result of a Force Majeure event, the Consultant is unable to perform a material portion of the Services for a period of more than thirty (30) days; or (ii) in the event the Consultant reasonably determines it is unable to continue to perform the Services due to a change in applicable law prohibiting it from providing such Services; or (iii) the Consultant is required to do so to comply with applicable laws, regulations or professional standards.

In the event of a termination for Force Majeure, the Consultant shall be entitled to be paid for the Services properly performed and reimbursable expenses properly incurred by the Consultant prior to the effective date of termination. The Consultant shall not be allowed, and expressly waives, payment for profit on Services that were not performed as of the termination date.

**17.03 Termination for Default.** If the Consultant materially fails to provide the Services in accordance with the period specified or in the manner required under the Contract; or if the Services do not conform to the requirements under the Contract; or if the Consultant becomes insolvent or unable to meet its payment obligations when due, or breaches any material obligation under the Contract, NIR shall give the Consultant a written notice describing the instances of default and giving the Consultant a reasonable opportunity to cure.

If the Consultant does not cure the default within the period specified in the written

notice, NIR may, without prejudice to any other rights available to it by law, terminate the Contract for default by written notice, specifying the reason for the default, the portion(s) of the Contract defaulted and the effective date of default.

If the Consultant is in breach of the Contract or is identified on any sanctions list recognised by NIR, including, but not limited to, any current Resolutions of the United Nations Security Council, the World Bank Listing of Ineligible Firms & Individuals or any other list NIR deems applicable, the Contract shall be subject to immediate termination for default upon written notice to the Consultant.

In the event of a termination for default, the Consultant shall be entitled to be paid for Services properly performed prior to the effective date of termination, provided, however, that such payment shall not exceed the total sum of fees for Services and reimbursable expenses incurred at the time of notice of termination was provided in writing. The Consultant shall not be allowed, and expressly waives, payment for profit on Services which were not performed as of the termination date.

## **18. CLAIMS & DISPUTES**

**18.01** Notwithstanding any term or condition to the contrary in the Contract or any legal requirement from the jurisdiction of Sweden, neither NIR nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on one Party by the other Party within one (1) year from the completion of the Services or termination of the Contract, whichever is earlier. Each Party agrees to waive all claims against the other in so far as such claims are not formally made in accordance with this Section.

**18.02** Any dispute, controversy, claim or difference arising out of or in connection with the Contract, or the breach thereof, that cannot be amicably settled between the Parties shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the SCC Arbitration Institute.

**18.03** The seat of arbitration shall be Stockholm, Sweden.

**18.04** The language of the arbitration shall be English.

**18.05** The contract shall be governed by the substantive law of Sweden.

**18.06** Pending final resolution of any claim, dispute or action arising under or related to the Contract, the Consultant shall, if requested in writing by NIR, proceed diligently with the performance of the Contract.

## **19. COPYRIGHT**

**19.01** The deliverable report(s) and other creative work developed by the Consultant specifically and exclusively for NIR as provided under the Contract, including all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein whether on paper, disk, tape, digital file or any other media, (the 'Deliverable Services') are considered work made for hire in accordance with the copyright laws of Sweden. NIR is the sole proprietor of the Deliverable Services from the time of their creation and owns all rights, titles and interests therein throughout the world including, without limitation, the copyright and all related rights.

**19.02** Under no circumstances shall the Consultant use, disclose, reproduce, publish, distribute or display copies to the public, modify, or prepare deliverables produced as a result of or in connection with, the Deliverable Services including derivative works, in whole or in part, without NIR's prior written consent.

## **20. NIR's PROPERTY**

**20.01** Equipment purchased for the Services and paid for out of funds disbursed by NIR to the Consultant pursuant to the provisions of the Contract shall be deemed to be the property of NIR. Upon completion of the Services, the Consultant shall transfer such equipment to NIR in accordance with the instructions of NIR. Upon the completion, termination or suspension of the Services, the Consultant shall furnish to NIR information in the form of inventories certified by the Consultant, in respect of the equipment referred to in this Article.

**20.02** All NIR property, including but not limited to equipment, drawings, research, writings, data in any format (including electronic), or other information furnished to Consultant by NIR for use in the performance of the Contract, shall at all times be the property of NIR. Upon completion, termination or expiration of the Contract, or at such other times as NIR may direct, the Consultant will return to NIR all such property, at the Consultant's expense.

## **21. NON-DISCLOSURE AND CONFIDENTIALITY**

**21.01** For the purposes of the Contract, 'Confidential Information' may include research, development, products, methods of manufacture, business plans, software code, routines, data, know-how, designs, inventions, customers, finances and personnel data related to the business or affairs of NIR and the Consultant and other tangible and intangible items. Confidential Information shall be marked as such. Information verbally disclosed as confidential shall be considered Confidential Information if it is confirmed in writing as such within ten (10) business days after the disclosure.

The foregoing notwithstanding, Confidential Information does not include any information that (i) is in the public domain through no fault of the receiving Party; (ii) was independently developed as shown by documentation; (iii) is disclosed to others without confidentiality restrictions; (iv) was already known by the receiving Party; (v) which a Party is required to disclose: (a) by law, (b) according to a decision rendered by government or public body, or (c) to claim its rights during a dispute between the Parties being resolved in accordance with the dispute resolution set out in the Contract; or (vi) the disclosing Party permits the receiving Party to disclose.

**21.02** The Consultant shall not disclose and keep all Confidential Information entirely confidential, and not use, publish or make known to any persons other than its personnel and subcontractors any information, whether developed by the Consultant under the Contract or provided by NIR, without NIR's prior written authorisation. For the avoidance of doubt, NIR shall have the right, in its sole discretion, to withhold the authorisations

and/or consents referred to in the preceding sentences. The foregoing obligations shall not apply to any information that was in the Consultant's possession prior to commencement of Services under the Contract, or which is or shall become available to the general public in a printed publication through no fault of the Consultant.

**21.03** When consulted by the news media, or others, about the Contract or the Services carried out under the Contract, the Consultant shall refer the request for information to NIR for its response. NIR shall be the only party making public representations regarding itself, the Contract, and/or the Services performed under the Contract.

**21.04** NIR shall treat information that the Consultant has marked as proprietary or confidential in the same manner as NIR treats its own proprietary or confidential information.

**21.05** Notwithstanding the provisions of this Article, NIR reserves the right to publicly disclose contract award information, including the name of the Consultant receiving the contract, the Consultant's country of incorporation, a brief description of the Services and the contract award amount. NIR reserves the right to provide any donor with the Consultant's proposal and contract documents.

**21.06** The obligations established in this Article shall in no way limit the Consultant's internal use of the work created as part of the Services.

**21.07** The Consultant shall not disclose and maintain in strict confidence indefinitely, even beyond termination of the Contract, any material related to the Contract and defined in this Article, unless written authorisation by NIR is provided in advance of any such confidential material being disclosed.

## **22. NIR'S NAME AND LOGO**

**22.01** The Consultant may, without prior approval of NIR, use NIR's name among its references in its customer lists or resumes. Any other use of NIR's name, including use of NIR's logo or discussion of the Services performed by the Consultant for NIR, is not

authorised without first obtaining written permission from NIR.

### **23. DATA PROTECTION**

**23.01** Where applicable, the Consultant will process personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation /GDPR).

### **24. STANDARD OF CONDUCT**

**24.01** Having due regard to the nature and purposes of NIR, the Consultant agrees to adhere to the highest standards of ethical competence and integrity in the performance of the Contract and to comply with NIR's Code of Conduct, which is included in the Contract Documents. The Consultant agrees to require that all persons assigned to work under the Contract conduct themselves in a manner consistent with NIR's Code of Conduct.

**24.02** The Consultant represents that, in providing the Services, it is and will be in compliance with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities of any jurisdiction in which work shall be performed under the Contract.

**24.03** The Consultant and the Consultant's personnel, subcontractors and subcontractor's employees shall, during the term of the Contract, strictly avoid any activities that may create actual, potential or perceived conflicts of interest with their duties to NIR under the Contract.

**24.04** The Consultant agrees that if it has reasonable grounds to believe that in the performance of the Contract that the Consultant, the Consultant's employees, subcontractors or subcontractors' employees have: (a) violated any applicable laws, ordinances, rules, regulations and lawful orders of public authorities in performing the Contract; (b) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility; or (c) an actual, potential or perceived conflict of interest, the Consultant will immediately disclose it in writing to NIR.

In the case of an actual, potential or perceived conflict of interest, the Consultant shall include a description of the actions which the Consultant has taken or proposes to take to avoid, eliminate or mitigate the conflict.

**24.05** The Consultant agrees that it will not discharge, demote, suspend, threaten, harass, retaliate against or otherwise discriminate against any of the Consultant's employees, subcontractors or subcontractors' employees in the terms and conditions of such employee's employment as a reprisal for such employee's disclosure to NIR or other proper authority information relating to a violation of NIR's Code of Conduct or any substantial violation of the law relating to the award or performance of the Contract.

**24.06** The Consultant can freely compete or otherwise provide services for a subsequent assignment, unless the Consultant has an unfair advantage to compete in the relevant bidding process as a result of providing the Services which are the subject of the Contract.

**24.07** The Consultant shall be required to complete NIR's Self-Declaration prior to the execution of the Contract and which shall form part of the Contract Documents.

### **25. SEVERABILITY**

**25.01** If any term or provision of the Contract shall to any extent be judicially declared invalid and unenforceable, the remainder of the Contract shall remain valid and enforceable to the extent possible.

**25.02** Any provision of the Contract prohibited by the laws of any jurisdiction where the Services are provided or performed shall be ineffective within said jurisdiction, without invalidating the remaining provisions of the Contract.

### **26. AUDIT AND INVESTIGATION**

**26.01** Each invoice paid by NIR may be subject to a post-payment audit, whether internal or external, by NIR or by other authorised and qualified agents of NIR at any time during the term of the Contract and for the duration of the Sustainability Impact Accelerator Programme, including following the expiration of the Contract.

**27. ENTIRE CONTRACT**

**27.01** The Contract, including the Contract Documents attached hereto and referenced herein, constitutes the entire, integrated understanding and agreement between the Parties and supersedes any oral or prior written agreements with respect to the subject matter of the Contract.

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.....  
Christine Bäckström, NIR  
Chief Executive Officer

Stockholm, Sweden

Date: .....

.....  
Name:  
Title:

Place:

Date: .....