

**Contract terms for subcontractors and staffing companies when hiring within the scope of the Construction Agreement
- Issued by the Swedish Construction Federation on 30 April 2021**

Parties

Purchaser (the subcontractor's/staffing company's principal)	Subcontractor/staffing company
Corporate identity number	Corporate identity number

General information

1. UE 2021 is divided into two parts. This part, part one (pages 1-2) consists of special contract terms that shall be applied between the purchaser as the principal and the subcontractor or the staffing company as the contractor. Part two (page 3) is a form intended to be used for control and during first-time registration of a subcontractor or staffing company to the Byggnads region concerned.

Background and scope

2. UE 2021 shall be applied in its entirety when a subcontractor uses the services of one of the suppliers below for work which may be performed within the scope of the Construction Agreement:
 - a) Subcontractors or staffing companies, which are bound by the Construction Agreement but which are not members of the Swedish Construction Federation
 - b) subcontractors which are members of the Association of Swedish Earth Moving Contractors
 - c) when hiring a one-man firm as a subcontractor
3. When hiring subcontractors or staffing companies, which are members of the Swedish Construction Federation, these contract terms should be applied between the parties. A first-time registration shall not be submitted to the Byggnads region concerned in connection with hiring members of the Swedish Construction Federation.
4. If the contract terms and the form are used in situations where the Construction Agreement is not applicable, the parties should agree on what parts of the terms and conditions shall apply between the parties. Then, there may also be a duty to negotiate according to Section 38 of the Co-determination in the Workplace

The relationship between UE 2021 and the parties' construction contract

5. The contract terms in UE 2021 are a separate agreement which, after it has been entered into, applies in parallel with the parties' construction contract. Unless otherwise agreed in writing, these contract terms shall thus apply in all agreements concerning performance of work that can be carried out within the scope of the Construction Agreement and that are reached after entering into this agreement. The contract terms in UE 2021 then do not need to be referred to specifically but apply regardless of whether or not it is stated in every individual case and also in connection with oral construction contracts.

The purchaser's control and registration to Byggnads

6. According to Appendix D item 4 of the Construction Agreement, the purchaser has a duty to check subcontractors and staffing companies, which are not members of the Swedish Construction Federation when the purchaser intends to use the subcontractor or the staffing company.
7. The first time a subcontractor and staffing company, which is not a member of the Swedish Construction Federation is used, the purchaser shall ensure that the subcontractor or the staffing company fills in the pertaining form and that a copy of the completed form is sent to the Byggnads region concerned (first-time registration).

The Subcontractor's/the Staffing company's obligations

8. The subcontractor or staffing company shall fulfil the following terms and conditions:
 - a) be approved for Swedish corporate taxation (F-tax) by the Swedish Tax Agency
 - b) hold a Certificate of incorporation
 - c) be bound by collective agreements for the work in question. Staffing companies shall be bound by the Construction Agreement. (The collective agreement requirement does not apply to so-called "one-man firms")
 - d) have no definite (undisputed) overdue claims from workers for wages or other remuneration
 - e) there shall be valid business insurance incorporating liability insurance. The requirement for liability insurance does not apply to Staffing companies.

Subcontractors that are also contractor equipment companies or that are arranged by a machine/hauliers centre or so-called procurement companies, shall fulfil the following additional terms and conditions.

- f) Machinery and equipment covered by the contract shall comply with the requirements prescribed in laws and regulations.
 - g) Machinery operators covered by the contract shall have an occupational certificate/training manual for the machinery in question and otherwise have the skills required according to applicable laws and regulations.
9. The subcontractor or staffing company shall conduct their operations in a manner which does not imply disregard for laws or collective agreements or in another way contravene what is generally accepted in the collective agreement area (established industry practice).
10. The subcontractor or staffing company shall fill in the form for control of subcontractors and staffing companies and assure that all the information stated in the form is correct. Completed forms and copies of documents that verify the assurances provided are handed over to the purchaser for retention.
11. The subcontractor or staffing company shall participate in negotiations according to Section 38-40 of the Co-determination in the Workplace Act (MBL) and otherwise also comply with the terms and conditions that the purchaser can impose depending on the request of the relevant trade union.
12. The subcontractor or staffing company shall report in writing to the purchaser what subcontractors and/or staffing companies, they in turn are using and what subcontractors and/or staffing companies these in turn are using and so forth.
13. If the subcontractor or staffing company used by the purchaser (SC1) in turn uses a subcontractor or staffing company (SC2) according to Appendix D items 3 and 4 of the Construction Agreement, SC1 undertakes
- a) to enter into an agreement with SC2 concerning these contract terms
 - b) to ensure that SC2 undertakes to observe the provisions in Appendix D of the Construction Agreement and
 - c) to ensure that SC2 passes on the obligation to observe the provisions in Appendix D and these contract terms to the subcontractor or staffing company (SC3) that SC2 uses and so forth.

Duration of agreement

14. The contract terms according to UE 2021 apply until further notice.
15. In the event of notice of termination, the contract terms according to UE 2021 cease to apply at the earliest when the last of the parties' contracts in progress is approved at final inspection or is otherwise handed over. The subcontractor or staffing company shall be removed from the purchaser's subcontractor list [UE-förteckning] in order for the notice of termination to apply.

Revocation of contract

16. The purchaser has the right to revoke construction contracts reached between the parties or agreements on staffing if the subcontractor or staffing company does not fulfil their obligations according to UE 2021. It is of material importance for the purchaser that the subcontractor or the staffing company fulfils the obligations in their entirety.
17. The purchaser has the right to revoke the construction contract entered into between the parties or a staffing agreement if a revocation obligation arises for the purchaser by virtue of the Co-determination in the Workplace Act (MBL) or if the central trade union concerned, by virtue of collective agreements reached under this Act, requests it and the terms and conditions of the collective agreement according to Appendix D item 4.6 are fulfilled.
18. The revocation according to UE 2021 applies to the remaining part of the contract or the hiring period, which has not yet been performed/completed.
19. The subcontractor or the staffing company is obliged to provide compensation for the loss that the revocation caused to the purchaser.

Place	Date
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Signature purchaser	Signature subcontractor or staffing company
Clarification of signature	Clarification of signature

Form for first-time registration and control of subcontractors and staffing companies when hiring within the scope of the Construction Agreement

Purchaser

Company	Corporate identity number
Contact	
E-mail	Telephone

Subcontractor (SC) or staffing company (SCY)

Company	Corporate identity number	
The company's address	Post code	Place
Contact		
E-mail	Telephone	

Tick the relevant boxes

SC/SCY is bound by the following collective agreements: _____	<input type="checkbox"/> SC is a one-man firm (no requirement for collective agreement)
SC/SCY is a holder of and appends:	
<input type="checkbox"/> Tax clearance certificate from the Swedish Tax Agency	<input type="checkbox"/> SC/SCY has no undisputed overdue claims from workers for wages or remuneration
<input type="checkbox"/> Certificate of incorporation	<input type="checkbox"/> SC has valid business insurance incorporating liability insurance

If SC is a machine company, the following information shall also be provided:

(This also applies to machine companies arranged by a machine/hauliers centre or so-called procurement companies)

- Machinery and equipment complies with what is prescribed in applicable laws and regulations
- Machinery operators have an occupational certificate/training manual for the machinery in question and otherwise have the skills required according to applicable laws and regulations

The Byggnads region concerned is entitled in a right of veto situation under Section 39 MBL to receive copies of the above-mentioned documents.

Other information

<input type="checkbox"/> SC/SCY applies ID06	<input type="checkbox"/> SC/SCY is registered as an employer	<input type="checkbox"/> SC has completed the training programme Safe Construction Training
Other:		

The above-mentioned subcontractor/staffing company hereby guarantees that the above-stated information is correct:

Signature SC/SCY

Clarification of signature

Place	Date
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