

Cooperative agreement regarding adjustment programs financed by the Trygghetsfonden (TSL)

Between the Collective agreement insurance fund Trygghetsfonden TSL, company registration number 802011-4214 (referred to herein as '**TSL**') and XXXXX Company registration number XXXXX (referred to herein as '**the provider** ') have signed this cooperative agreement regarding adjustment programs financed by the Trygghetsfonden TSL.

1. Cooperative agreement

- 1.1 Under the agreement regarding adjustment insurance between the Confederation of Swedish Enterprise and the Swedish Trade Union Confederation (LO), TSL shall finance adjustment programs that an employer (referred to herein as '**(the) company**') and a local union (referred to herein as '**(the) union**') chooses to conduct for employees made redundant due to shortage of work (herein referred to as '**(the) participant**').
- 1.2 TSL is responsible to ensure that the intention of the agreement on adjustment insurance is implemented. All activities financed by TSL shall comply with the purpose section of the TSL articles of association. The provider is one of several providers of adjustment programs financed by TSL.
- 1.3 The purpose of this cooperative agreement is to create the prerequisites for the provider to be able to make adjustment programs available to companies that receive financing from TSL and which comply with terms as established therefore by TSL from time to time.
- 1.4 A legal entity may not engage in outplacement activities of their own using TSL financing.
- 1.5 This cooperative agreement provides the legal framework for providers' activities as specified by TSL.

2. Agreement period

- 2.1 This cooperative agreement shall be valid for the period from 2015-XX-XX to 21 December 2015.
- 2.2 Should this cooperative agreement be terminated for any reason, then all assignments currently in progress shall be completed in full compliance with the provisions contained herein.

3. Content and purpose of the adjustment program

The adjustment program financed by TSL shall help the participant find new employment or start their own business as soon as possible.

4. The provider undertakes

- 4.1 To remain informed at all times of the TSL objectives, intentions, and terms, and current information, and perform all activities as agreed herein, remain available at all times at www.tsl.se and the TSL extranet - and to comply therewith, and that they participate in informational meetings arranged by TSL;
- 4.2 To inform the company, union, and participants regarding the TSL objectives, intentions, and terms, and to report the results obtained in the adjustment program for each participant to the company and local union;
- 4.3 To professionally support each participant based on their needs and prerequisites in order to achieve the stated TSL objectives regarding results and satisfaction;
- 4.4 To ensure that each participant undergoes a competencies inventory, prepares a competencies profile, and that this competencies profile is documented in writing as specified by TSL;
- 4.5 To ensure that all the provider's job coaches, whether internal employees or subcontractors for which the provider takes full responsibility, (a) fully understand the content and effect of this cooperative agreement, (b) have the requisite competency to be able to professionally perform their work as job coach, (c) have the requisite knowledge of outplacement and adjustment activities and the TSL objectives, intentions, and terms, (d) perform their job coaching activities using accepted ethical practice in relation to the participant, the company, and the union, (e) and that they do not act unreasonably in regard to TSL, the company, the union, the participant, or competitors in respect to the TSL objectives, intentions, and terms;
- 4.6 To inform the participant about other social systems that may be helpful to the participant, such as AGB, A-kassan (Unemployment insurance fund), Arbetsförmedlingen (The Swedish Employment Agency), Municipal Lärcenter (Learning Centres), CSN (student financial aid agency), Försäkringskassan (the Swedish Social Insurance Agency), the national wage guarantee fund (for bankruptcies), Web search engines and similar;
- 4.7 To manage the TSL application process according to TSL instructions, as requested by the company or union;
- 4.8 To register the participant's e-mail address if they have one;
- 4.9 To maintain a website at all times that contains adequate information about the TSL adjustment support, TSL's role in outplacement and adjustment, and a link to www.tsl.se. The provider undertakes to refrain from issuing deceptive information;
- 4.10 Providers under valid cooperative agreements are entitled to use the TSL logotype on their websites, in compliance with TSL issued guidelines. Misuse of the TSL logotype may give rise to a claim for damages;
- 4.11 To provide TSL an audited annual accounts report immediately after this is prepared;
- 4.12 To submit, on request, a copy of the company F-tax certificate and registration certificate to TSL;
- 4.13 To submit, on request, confirmation of the relationship as provided in paragraph 4:14 below to TSL and to immediately notify TSL in writing of any changes thereto during the agreement period;
- 4.14 The provider guarantees that neither they nor their subcontractors, or representative
 - 4.14.1 has entered bankruptcy or liquidation proceedings, is subject to compulsory management, or the object of composition, or defaulted on any payments, or been prohibited from conducting business activities, or that they have been subject to a claim for bankruptcy, compulsory liquidation, compulsory management, composition or other similar proceeding;
 - 4.14.2 has been by binding judgement found guilty of a crime related to professional conduct; or
 - 4.14.3 not fully complied with obligations related to social security fees or taxes;
- 4.15 To follow the TSL reporting procedures; if the outcome code is not reported in the TSL extranet within 12 months after the participant's last day of employment, the provider may have a charge imposed corresponding to the approved amount for that participant, unless otherwise agreed in writing with TSL for the specific case. When TSL implements changes to procedures that affect the provider, a reasonable transition period shall apply.

5. Participation, Start date and billing

- 5.1 At the first individual meeting, the provider shall describe to the participant what participation in TSL financed adjustment programs involves.
- 5.2 If the participant, after reasonable time for consideration after the first meeting, decides to enter the adjustment program, then the second individual meeting shall be the start date.
- 5.3 The provider undertakes to help the participant for not less than 12 months after the participant's last day of employment from when they were made redundant, or 12 months from the starting date when the application was made after their last day of employment.
- 5.4 The provider is entitled to bill for 50% of the remuneration amount for each participant when the start date is entered in the TSL extranet. The remaining 50% shall be billed when final reporting is made to the TSL extranet, or when more than half of the assignment is completed, though not before three months after the start date. If the company requests to receive only one invoice per participant, the provider may bill the entire amount when final reporting is made to the TSL extranet, or when more than half of the assignment is completed, though not before three months after the start date.
- 5.5 The provider may not, under any circumstances, add any charges to the company. Billing fees, reminder fees, and penalty interest are not permitted.
- 5.6 The provider may not sell their receivable, or transfer it to any third party in such a way that the provider cannot guarantee compliance with TSL billing and payment regulations.
- 5.7 The provider is not entitled to bill the company later than three months after the closing date for the last participant in the case is stated in the TSL extranet.
- 5.8 All payments made before the adjustment program is closed shall be considered advance payments.
- 5.9 When the provider encounters difficulty obtaining payment from the customer company, the provider shall follow a specific TSL procedure, and facilitate for the company by enabling partial payment. If the provider, despite completing procedures as instructed by TSL, does not receive payment from the company, then the provider may request payment from TSL. The provider may, in such cases, not pursue the matter to collection or seek court ordered injunction for payment.
- 5.10 In cases where the provider has been paid directly by TSL, the provider guarantees that no claims in the same case shall be made against the company, and that any invoices issued to the company therefore shall be credited.

6. Follow up and quality controls

The provider shall report on every completed adjustment program using the TSL extranet or otherwise in accordance with established TSL reporting procedures. The provider undertakes to facilitate and cooperate in quality controls performed on request by TSL.

7. The provider's relationship with the company and union:

- 7.1 The provider undertakes in their contacts with the company and union to fully comply with accepted marketing practice, refrain from acting to restrict competition, and refrain from attempting to influence the company or union in such a way as to compromise their free and independent choice. The provider undertakes for this purpose to have specific understanding of the Swedish Marketing Practices Act (accepted marketing practice) and the Swedish Criminal Code (giving and receiving bribes).
- 7.2 The outsourcing agreement, whether written or verbal, between the company and the provider may not include terms that conflict with the stated TSL objectives, intentions, and terms.

- 7.3 The delivered services also may not include parts that conflict with the stated TSL objectives, intentions, and terms.
- 7.4 The provider should not offer gifts, except for smaller give-a-ways, and never gifts whose value exceeds the deductible amount as specified from time to time by the Swedish Tax regulations (as of 2 February 2014 this amount is SEK 180).
- 7.5 When conducting representation, the provider should be very moderate, especially in regard to alcohol consumption.
- 7.6 Providers who experience that the company or union have placed demands that conflict with the TSL system terms, or with societal regulatory frameworks, should notify TSL at all times.

8. Insurance

The provider shall obtain, and maintain during the agreement period, business insurance coverage for possible financial damages in connection with professional counselling operations in an adequate amount in relation to the scope and type of operations the provider maintains.

9. Processing personal data

- 9.1 Under the provisions of the cooperative agreement, the provider will be processing personal data of the participants on TSL's account. These personal data include name, address, phone number and personal identity number, and other personal data contained in the personal attachment that the participant and provider's job coach prepare jointly. Such processing is performed when administering applications for adjustment support and in evaluating TSL operations.
- 9.2 In regard to the personal data that the provider processes for TSL, then TSL shall be the controller of personal data and the provider the personal data assistant under the Swedish Personal Data Act (1998:204).
- 9.3 The provider shall process participants' personal data only in compliance with TSL procedures and instructions and in compliance with the provisions of this cooperative agreement and applicable laws. The provider is liable, as provided in section 31 of the Swedish Personal Data Act, to take appropriate organisational and technical measures to protect personal data maintained for TSL.
- 9.4 The provider is liable to provide, on request of TSL, information regarding the security measures taken. TSL is entitled, during the agreement period, to ensure that processing of personal data is performed correctly by way of audits performed by internal TSL auditors or as otherwise appropriate.
- 9.5 The provider is liable to inform participants about their and TSL processing of personal data. Such information shall comply with the requirements stated in section 25 of the Swedish Personal Data Act, related to information on the identity of the controller of personal data (TSL), information on the purpose of the processing, and all other information necessary to enable the participant to exercise their rights in relation to such processing, such as information on the receipt of such data, liability to provide such data, and the right to request review of and correct such data. TSL shall approve in advance the information thereby provided to the participant, on the application form, or otherwise, regarding TSL processing of personal data.
- 9.6 The provider is liable to assist TSL in cases where the participant requests review of the data registered in their name or requests to correct such information. Should the participant request review or correction of such personal data by the provider, then the provider shall immediately contact TSL while not responding to the request until receiving instructions from TSL.

- 9.7 The provider shall, on termination of this cooperative agreement, transfer to TSL all personal data related to the participant(s), or on instruction from TSL delete all such personal data.
- 9.8 The provider shall compensate TSL for all direct and indirect damages caused to TSL due to the provider's processing of personal data that contravenes any provision in this cooperative agreement.

10. Information on the TSL website

TSL publishes on their website the names of providers having valid cooperative agreements with TSL, including links to each provider's own website. On finding of quality faults, the provider may be listed as under observation list on the TSL website and be restricted from signing new participants. When such restriction is imposed, the provider is removed from the TSL website.

TSL also publishes information on its website about the provider in terms of their results in regard to the percentage of participants who obtain new employment, and the level of satisfaction as reported by the various stakeholders, and the usefulness of job coaching activities, when such information can be quality assured.

11. Confidentiality

The provider and TSL agree to not disclose confidential company information, other information of a sensitive nature, or information that may cause damage to the other party and which the other party has obtained through this cooperative agreement, and which is not generally available otherwise. The provider undertakes to not disclose sensitive information regarding third parties in relation to this outsourcing agreement as this relates to the employer, the union organisation, or the participant.

The requirements for confidentiality above shall apply for the period after termination of this cooperative agreement until such information is otherwise publicly disclosed in compliance with these provisions.

12. Observation list and other penalties

- 12.1 If the provider does not fulfil their undertakings as provided in this cooperative agreement, then the provider may be placed on an observation for a period as TSL deems necessary to investigate the problem and discuss remedial measures with the provider. Providers placed on this observation list are restricted from signing new participants, so that the provider may not obtain new assignments financed by TSL for the duration of the period they are placed on the observation list. If the provider remedies faults to the satisfaction of TSL, the provider may, after determination by TSL, be removed from this observation list, thereby ending the restriction from signing new participants. To the extent that satisfactory remediation of faults is not obtained, then TSL may terminate this cooperative agreement.
- 12.2 If the provider has billed and received payment without being entitled to payment, then they shall be liable to repay any amount received.

13. Termination

- 13.1 Both parties are entitled to terminate this cooperative agreement with immediate effect if
- a) the other party neglects their obligations as provided in this cooperative agreement (and/or, in relation to the provider, the rules and terms specified at www.tsl.se and the TSL extranet by TSL from time to time) and fails to take remedial measures, where such are possible, within 15 day of receiving written notice thereof from the other party; or
 - b) the other party is entered into bankruptcy or liquidation, defaults on their payments, initiates proceedings for financial reconstruction, enters into composition, or may otherwise be considered insolvent.
- 13.2 TSL is further entitled to terminate this cooperative agreement if the provider fails to achieve at least a 70% rate of outcomes where the participant is placed in new employment, or started their own business, for the a period of latest twelve months, or if the level of satisfaction as reported by participants, companies, and unions falls below the average for all providers, or if TSL has reasonable grounds to believe that the provider cannot otherwise meet the quality requirements on which the TSL system is founded.
- 13.3 Where the cooperative agreement is terminated, the provider may not enter a new cooperative agreement with TSL without special review.
- 13.4 Should this cooperative agreement be terminated for any reason, then all assignments currently in progress shall be completed in full compliance with the provisions contained herein.

14. Disputes

Disputes related to the interpretation or application of this cooperative agreement and other issues associated therewith shall first be resolved through negotiation between the employer and the provider. Should such negotiation fail to resolve such dispute, then it shall be determined in accordance with the Swedish Arbitration Act (1999:116).

This cooperative agreement has been prepared in two (2) original copies, of which each party has received one copy.

Cite and date:

Stockholm 2015-XX-XX

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