

Outsourcing agreement between the employer and the employer and the outplacement firm regarding adjustment financed by TSL

The outsourcing agreement, whether written or verbal, between the company making redundancies (the employer) and the outplacement firm may not include terms that conflict with the stated objectives and terms set by TSL.

Relevant information is available at www.tsl.se.

The scope and validity period of outsourcing agreement

The adjustment program financed by TSL is indented to help the participant find new employment or start their own business as soon as possible. The outplacement firm undertakes to collaborate with the employer to design and implement customised adjustment programs for each participant in accordance with the application, including schedule of participants, as approved by TSL.

The adjustment program shall be initiated as soon as possible for each participant after TSL has approved their application and be concluded when an appropriate resolution is achieved for each participant.

The outplacement firm is liable to support 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, unless an appropriate resolution is achieved earlier.

The outplacement firm's undertaking in this agreement shall apply regardless whether the assignment is performed by employed personnel or by use of subcontracting personnel.

Remuneration and billing

The outplacement firm is entitled to bill the employer in the amount TSL has determined. The remuneration amount is SEK 22,000 as of 1 April 2014. The outplacement firm may bill 50% of the remuneration amount for the adjustment program not before when the starting date is entered in the TSL system and the remaining 50% of the amount when the adjustment program is completed, or when it is more than half completed. If the employer requests, the outplacement firm shall divide the invoicing of the remuneration amount into four invoices. All payments made by the employer to the outplacement firm prior to when a program is completed shall be considered advance payment.

Feedback to the employer

The outplacement firm shall provide continual information regarding the performance and results of the adjustment program.

Processing personal data

The outplacement firm will be processing personal data of the participants for 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 outplacement firm job coach jointly prepare. In regard to the personal data that the outplacement firm processes for TSL, then TSL shall be the controller of personal data and the outplacement firm the personal data assistant as provided in the Swedish Personal Data Act (1998:204). The outplacement firm undertaking in the cooperative agreement with TSL.

Confidentiality and processing information

The parties agree to not disclose confidential company information, other information of a sensitive nature, or information that may cause damage to the other party. The outplacement firm undertakes to not disclose sensitive information regarding third parties in relation to this outsourcing agreement as relates to the employer, the union organisation, or the participant. The requirements for confidentiality above shall apply for the period after termination of this outsourcing agreement until such information is otherwise publicly disclosed in compliance with these provisions. The employer and the outplacement firm agree to act to fully comply with accepted marketing practice and with all laws regarding bribery or other illegal payments. The parties have a mutual responsibility to refrain from offering or demanding other support than as prescribed in the TSL terms for adjustment support (see, www.tsl.se.)

Damages

The outplacement firm is liable for direct damages they may cause to the employer through fault or negligence. The employer shall first provide the outplacement firm the opportunity to remedy any such damages.

Termination

Both parties are entitled to terminate this outsourcing agreement with immediate effect if:

- the other party neglects their undertakings as provided in this outsourcing agreement and fails to take corrective action, when possible, within fifteen (15) days after receiving written notice thereof from the other party.
- 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.

Disputes

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

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

City and date

City and date

Employer (Company name)

Outplacement firm name

Company registration number

Company registration number

Authorised company signatory

Authorised company signatory

Name (printed):

Name (printed)

The relationship between TSL and the outplacement firm shall be fully regulated by a cooperative agreement between both parties ("the cooperative agreement").

See www.tsl.se. The cooperative agreement defines the full undertaking of the outplacement firm.

The relationship between TSL and the company (employer) and the union shall be fully regulated in the terms of the application jointly signed by both the company and union, and which is submitted to TSL. See www.tsl.se.