

Sanctions clause

The Supplier undertakes to ensure that neither the Supplier, any person acting on behalf of the Supplier nor its Owner is or become:

- (i) listed on any Sanctions List;
- (ii) located or organized in any country or territory subject to country or territory-wide Sanctions;
- (iii) a person with whom Skanska is prohibited from engaging with by reason of any Sanctions; or
- (iv) otherwise a subject of Sanctions.

For the purpose of this clause:

“Supplier” means Skanska’s contracting party that in the contract for example can be defined as Contractor, Supplier, Seller or Consultant.

“Sanctions” means any economic or financial sanctions laws, regulations or trade embargoes or similar restrictive measures imposed, administered or enforced from time to time by any Sanctioning Authority.

“Sanctions List” means any list of persons or entities being the subject of any Sanctions published by any Sanctioning Authority from time to time.

"Sanctioning Authority" means the US government or any US agency (including the Office of Foreign Assets Control of the United States Department of the Treasury (or any successor thereto) "OFAC", the US State Department, the US Department of Commerce or the US Department of the Treasury), the Security Council of the United Nations, the European Union or any of its member states, the United Kingdom or any member state of the European Economic Area.

“Skanska” means Skanska AB or the companies in its group (for example Skanska Sverige AB).

“Owner” means a person or entity owning or controlling 50 percent or more, either individually or in the aggregate, directly or indirectly, or owning or controlling as such terms are defined by the relevant Sanctioning Authority.