



Contract

between

The Swiss Confederation, represented by the Federal Department of Foreign Affairs,
acting through the

ESPRIT1
ESPRIT2

and

ESPRIT3
ESPRIT4

concerning
ESPRIT5

Credit proposal no. ESPRIT6
Contract No. ESPRIT7

Article 1 Object of the contract

- 1.1. ESPRIT8 [*Based on the Project Agreement concluded with the Partner Country, t* or *T*] the Swiss Confederation, represented by the Federal Department of Foreign Affairs, acting through ESPRIT1 (hereinafter “the FDFA”) entrusts to ESPRIT3 (hereinafter the contractor) the execution of ESPRIT5 (hereinafter the assignment) according to the terms of reference.

Article 2 Budget

- 2.1. The budget amounts to a maximum of ESPRIT9 ESPRIT10 (hereinafter the budget).

The budget fixes a cost limit. It shall include all fees, taxes and expenditures necessary for the execution of the assignment and must be respected.

ESPRIT11 [*The contractor shall entrust the execution of the assignment to the persons named in the budget.*]

2.2. Remuneration for services

The remuneration for the contractor’s services amounts to a maximum of ESPRIT9 ESPRIT12 (hereinafter remuneration).

As an exceptional case, the budget of the remuneration may be increased if the FDFA requires additional, cost-increasing services for which there was initially no provision in the contract, or in case of unplanned, external changes requiring it. In both cases, s/he shall immediately require from the FDFA a prior written approval for a modification of the budget (constituting an amendment to the contract). No supplementary claims shall be accepted with respect to lump sums.

Additional services shall be calculated in accordance with the rates fixed in the budget.

Article 3 Reporting

3.1 **ESPRIT13** *(type of report, time period, number of copies, language and deadline)*

3.2 Presentation of accounts

The contractor shall submit to FDFA an intermediate account, at the latest six-monthly and within **ESPRIT14** *[no more than 90]* days following the end of the period in question. If the mandate lasts less than one year, the annual financial account shall be replaced by a final account.

Statements of accounts have to be structured the same way as the approved budget.

Only effectively disbursed expenditures provided for in the budget shall be entered in the books. The statements shall provide a detailed list of expenditures and furnish information on the exact nature of such expenditures, as well as the nature of the work accomplished.

3.3 **ESPRIT15**
(2 options, whether the budget's below or above CHF 100'000.-.

Above CHF 100'000.-

OPTION A: "Furthermore, an externally reviewed consolidated statement of accounts for the previous year shall be submitted annually, together with the auditor's report, within 90 days following the end of each assignment year. If the Assignment lasts less than one year, the annual externally reviewed account shall be replaced by an externally reviewed final statement of accounts. The accounts shall be externally reviewed according to the FDFA standard ToR (see art. 11 of the general conditions of business). "

Below CHF 100'000.-

OPTION B: "Original vouchers shall be attached, unless the items correspond to lump sums or unless they have been externally reviewed. After being checked, they shall be returned on request to the contractor."

Article 4 Payments

4.1. The contractor shall communicate the bank details which will allow the FDFA to make the payments.

4.2. The payments shall be made within 30 days after receipt and acceptance by the FDFA of the operational reports and statements of accounts according to Article 3 of the present contract (except the first payment).

4.3. With the foregoing conditions, the payment(s) shall be made as follows:

- **ESPRIT16** *(advance payment)*
- **ESPRIT17** *(series of instalments made as services are rendered)*
- **ESPRIT18** *(the balance)*

- 4.4. The FDFA may amend the payments and/or payment schedules mentioned above in accordance with the progress of the work and after consultation with the contractor.
- 4.5. Only effectively disbursed expenditures provided for in the budget shall be reimbursed.

Article 5 Integrity clause

The Contractor and SDC undertake to institute any such measures as are required to avoid corruption, ensuring in particular that no payments or other considerations are offered or accepted. If the Contractor disregards the integrity clause, he will be required to pay a contractual penalty to SDC. This amounts to 10 % of the Contract sum, but no less than 3,000 Swiss francs per violation. The Contractor acknowledges that a violation of the integrity clause shall, as a rule, result in revocation of the mandate award and early termination of the Contract by the mandator on important grounds.

The Parties shall promptly inform each other in case of any relating well-founded suspicion.

Article 6 Anti-Discrimination Clause

The Contractor must generally refrain from incitement to violence or hatred, and from discrimination on the grounds of race, ethnic origin or religion. Such obligation applies to all activities undertaken by the Contractor, including those falling outside the framework of the present contract. Any breach of the above-mentioned obligation justifies the immediate termination of the present contract by FDFA, and entitles the FDFA to demand the full reimbursement of its effective contribution.

The above-mentioned obligation shall be contractually imposed on any subcontractor working towards the execution of the present contract.

Article 7 Right of Examination

The FDFA, any third party appointed by it as well as the Federal Audit Office may at any time and without prior notice visit the sites of the assignment and examine the implementation of the assignment as well as all respective documents. The exercise of this right shall in no way affect the contractor's duty to carry out the assignment in accordance with the contract.

Article 8 Annexes

8.1. The following annexes form an integral part of the present contract :

- Terms of reference;
- Budget;
- Code of Conduct for Contractual Partners of the FDFA;
- **ESPRIT19** (*other annexes*)

8.2. **ESPRIT19a** (*2 options:*

*OPTION A: "In signing this contract, the contractor confirms receipt of a copy of all the above-mentioned annexes, except for the ones designated with *. These are available on the website www.deza.admin.ch/legal and can be sent to the contractor on request."*

OPTION B: "With the signature of this contract, the contractor confirms the receipt of an exemplary of all the above-mentioned annexes. "

8.3. The present contract and the possible special provisions shall take precedence over the annexes regarding this assignment.

8.4. With the signature of the present contract, the contractor confirms having taken notice of and accepted the annexes, including the general conditions of business.

Article 9 Amendments

Any amendment to the present contract and its annexes requires the consent of both Parties and shall be in written form.

Article 10 Duration

The present contract concerns the period from **ESPRIT20** to **ESPRIT21**. It shall come into force upon its signature and shall end when each party has fulfilled all its contractual obligations, including those due beyond the aforementioned period, such as submitting final financial and operational reports, last payment, etc.

Article 11 Termination

- 11.1. Each party has the right to terminate the present contract with a formal written notice. The notice period is **ESPRIT22 [1, 2 or 3 months]**
- 11.2. In the event of non-compliance or breach by one of the parties of the contractual obligations, the other party may terminate the present contract with immediate effect. If local law does not permit a termination with immediate effect, the contract may be terminated as prescribed by local law.
- 11.3. If the performance of the present contract is prevented due to force majeure or unforeseeable events such as natural disaster, political unrest, outbreak of armed conflict, significant deterioration of the security situation or cutback of the credit assigned to the FDFA by Swiss Parliament, each party has the right to terminate the present contract with a formal notice with effect from the moment when it becomes impossible to perform contractual duties.

Article 12 Final Provisions

The law applicable to the present contract shall be the local law.

The place of jurisdiction shall be **ESPRIT2**.

Done at **ESPRIT2** on

Done at **ESPRIT4** on

Federal Department of Foreign Affairs FDFA

ESPRIT3

ESPRIT24

ESPRIT25

ESPRIT26

ESPRIT27