



Mandate Type B

between

the Swiss Confederation, represented by
the Federal Department of Foreign Affairs,
acting through (*ESPRIT 2*)

and

(*ESPRIT 3*)
(*ESPRIT 4*)
(*ESPRIT 5*)
(*ESPRIT 6*)
(*ESPRIT 7*)

concerning
(*ESPRIT 8*)

Contract number: (*ESPRIT 9*)
Project number: (*ESPRIT 10*)

Country of assignment: (*ESPRIT 11*)

The Swiss Confederation, represented by the Federal Department of Foreign Affairs, acting through (*ESPRIT 2*) (in the following "FDFA") and (*ESPRIT 3*) (in the following "the Contractor") agree the following:

Article 1 Object of the Contract

The FDFA mandates the Contractor with the execution of (*ESPRIT 8*) in accordance with the terms of reference and the budget.

(*ESPRIT 12*) (if the budget provides for a respective position:)

The Contractor shall entrust the execution of the Mandate to his/her/its employees or third parties named in the budget.

Article 2 Remuneration / Budget

2.1 The FDFA remunerates the Contractor for the services provided with an amount not exceeding **(ESPRIT 13) (ESPRIT 14)** in accordance with the budget.

2.2 The budget shall indicate a maximum cost ceiling. It shall contain all fees, charges, taxes, and expenses required for the execution of the Mandate (e.g. incidental expenses or materials purchases). These must be recorded in **(ESPRIT 13)**. Only effectively disbursed expenditures will be paid providing no lump-sum amounts have been agreed and only insofar as they have been budgeted.

2.3 If in the course of execution of the Mandate the Contractor considers that the budget might be exceeded, he or she must immediately inform the FDFA whose written agreement shall be required for any budget modification. Remuneration for supplementary services shall be calculated on the basis of the rates fixed in the budget.

2.4 At the request of the FDFA, the Contractor shall submit an updated annual budget to the FDFA.

Article 3 Payments

3.1 The FDFA shall make the agreed payments to the bank account indicated by the Contractor.

3.2 With the exception of any advance payments, payments shall be made 30 days following approval of the relevant operational and financial reports (statements of account and any audit reports inasmuch as these are to be submitted in advance). The FDFA shall approve the relevant reports in good time.

3.3 Payments shall be made as follows:

(ESPRIT 16)

Option 1:

- *In the form of an advance payment of **(ESPRIT 13) (ESPRIT 15)** within 30 days of signing the Contract.*
- *In the form of installments according to progress made in the services provided and after receipt and approval by the FDFA of the operational and financial reports.*
- *In the form of a final payment following submission of the final operational report and the final statement of account as well as an eventual audit report and after approval of these reports and the statement of account by the FDFA.*

Option 2:

In accordance with the appendix

The FDFA may amend the planned payments and/or payment dates according to progress made with the work and the payments already made.

Article 4 Reporting

4.1 The Contractor submits to the FDFA the following operational and financial reports (statements of account, audit reports):

(ESPRIT 17)

Option 1 (table in the Contract if only a few installments are provided for):

Report	Period covered	To be submitted at the latest by:	Copies	Language
<i>First intermediary report First statement of account</i>	<i>from [date] to [date]</i>	<i>[date]</i>	<i>[number]</i>	<i>[language]</i>
<i>Second intermediary report Second statement of account First annual budget</i>	<i>from [date] to [date]</i>	<i>[date]</i>	<i>[number]</i>	<i>[language]</i>
<i>Third intermediary report Third statement of account</i>	<i>from [date] to [date]</i>	<i>[date]</i>	<i>[number]</i>	<i>[language]</i>
<i>Final report Final statement of account</i>	<i>from [date] to [date]</i>	<i>[date]</i>	<i>[number]</i>	<i>[language]</i>

Option 2 (if many installments are provided for):

In accordance with the annex

4.2 Operational reports

In addition to descriptions of the facts the operational reports shall also contain suggestions for solutions to problems. They must in particular provide details of the

current state of progress of the contractually agreed work and on the stages that have been completed as well as on the planning for the next reporting period, if one is planned. They must be comprehensible, verifiable and empirically assessable.

4.3 Financial reports

The statements of account must correspond with the structure of the budget and be submitted in accordance with Account form Mandate B (annex). The detailed hourly reports are to be enclosed with the financial account. Any interest earned shall be itemised and entered as revenue.

(ESPRIT 18) (if no external audit is performed:)

For the purpose of the audit the Contractor shall submit records in copy together with the statements of account. At the request of FDFA, the Contractor shall submit the original records.

(ESPRIT 19) (if an external audit is performed:)

Option 1:

The Contractor shall submit an audit report of the statement of account every year. For the audit the Contractor engages an external auditing company that is independent of the Contractor and approved by the FDFA. The auditing company must verify whether the statement of account is complete and in compliance with the provisions of the Contract. It also ascertains whether expenditure is lawful and in compliance with project objectives and whether it is appropriate and cost-effective. The corresponding payment is made following approval of the statement of account and of the auditing report by the FDFA.

Option 2:

In accordance with a separate agreement with the FDFA, the Contractor shall submit a group audit report every year. The modalities of the audit shall be determined in said agreement. The corresponding payment can be made before approval of the audit report. Any additional or lower costs are balanced out after approval of the audit report in mutual agreement with the FDFA.

Article 5 Integrity Clause

The Contractor and the FDFA undertake to take all necessary measures to avoid corruption, in particular that no payments, gifts or other advantage will be offered or accepted. Should this integrity clause be disregarded by the Contractor, the Contractor must pay a contract penalty. This will amount to 10% of the contract value, a minimum of 3,000 Swiss francs per contravention. The Contractor should take note that a contravention of the integrity clause generally results in the annulment of the award of the Contract and the premature termination of the Contract by the FDFA based on justified reasons.

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 and of information

The FDFA or any other person designated by it as well as the Swiss Federal Audit Office shall have the right to examine at any time the implementation of the Mandate and all relevant documents, and to ask for information to this end.

Article 8 Special provisions

(ESPRIT 20)

Option 1:

None

Option 2:

Special provisions of the Contract in accordance with the annex.

Article 9 Annexes

The constituent parts of the Contract shall appear in the following primacy order:

1. The Contract document *(ESPRIT 21)*, *special provisions of the Contract (ESPRIT 22)*, *agreement on inspection of the documents (ESPRIT 23)*, *payment schedule (ESPRIT 24)*, *reporting schedule*;
2. Terms of Reference, budget;

3. General Conditions of the Federal Department of Foreign Affairs for Mandates (GC/FDFA) (*ESPRIT 25*) *version May 2013*, Fact sheet on compensation for fees and expenses (*ESPRIT 26*), *Code of Conduct for Contractual Partners of the FDFA* (*ESPRIT 27*), *Statement of Account Form Mandate B*.

Article 10 Amendments

Amendments and additions to the Contract and its annexes as well as termination of it shall be made in writing.

Article 11 Termination of the Contract

The Contract may be terminated in writing by either party at any time. The services provided shall be compensated until the date of termination of the Contract. Right is reserved for claims for damage arising out of inopportune termination of the Contract. Compensation for missed profits is excluded.

Article 12 Duration of the Contract

This Contract covers the period from (*ESPRIT 28*) until (*ESPRIT 29*). The Contract shall come into effect with the signatures of both parties and terminate as soon as all their contractual obligations have been fulfilled, including those which extend beyond the agreed duration of the Mandate, such as delivery of final statements of account, operational reports, etc.

Article 13 Applicable law and place of jurisdiction

The Contract is subject to Swiss private law. Bern is the place of jurisdiction.

(ESPRIT 30), the

(ESPRIT 32), the

Federal Department of
Foreign Affairs

The Contractor

(ESPRIT 34)

(ESPRIT 38)

(ESPRIT 35)

(ESPRIT 39)

(ESPRIT 36)

(ESPRIT 37)