



**Mandate for Project Implementation  
between**

**The Swiss Confederation,  
represented by the Swiss Federal Department of Foreign Affairs,  
acting through the  
Swiss Agency for Development and Cooperation (SDC)  
**ESPRIT1****

**and**

**ESPRIT2  
ESPRIT3  
ESPRIT4  
ESPRIT5  
ESPRIT6**

Concerning the project:

**ESPRIT7**

Credit Proposal no. **ESPRIT8**  
Contract no. **ESPRIT9**

\* \* \* \*

The Swiss Confederation, represented by the Swiss Federal Department of Foreign Affairs, acting through the Swiss Agency for Development and Cooperation (hereafter referred to as “SDC”) and **ESPRIT2** (hereafter referred to as “the Contractor”) agree to the following:

**Article 1: Object of the contract**

Within the framework of international cooperation **ESPRIT10** *[and based on the Project Agreement concluded between Switzerland and the Partner Country]*, SDC shall entrust the Contractor with the implementation of the **ESPRIT7** Project (hereafter referred to as “the Project”) in accordance with the attached Project Document.

The operational and financial management of the Project is outlined in **ESPRIT10a** *[the Project Agreement between Switzerland and the Partner Country, as well as]* the Annexes to the present Contract.

The Contractor shall be responsible for the implementation of the Project. For this purpose, the Contractor shall provide the associated services and administer the Project funds in trust.

The Contractor shall safeguard the interests of SDC and guarantee accurate, careful, conscientious, comprehensive and results-driven implementation of the Project in accordance with the scientific and technical standards in force.

## Article 2: Budget

2.1. The overall budget (attached) shall amount to a maximum of **ESPRIT11** **ESPRIT12** and cover the budget for services (Budget Parts 1-3) and the budget for administered Project funds (Budget Part 4). The budget establishes a cost limit, which covers all the costs, taxes and expenses required for the purpose of implementing the mandate. The budget must be respected. The terms of the update of the annual budget are regulated in Art. 4.1 below.

2.2. All changes to budget for services (Budget Parts 1-3) require the prior written consent of SDC. Requests for changes must be submitted to SDC immediately, but at the latest with the submission of the annual budget in accordance with Art. 4.1.

2.3. Changes within the budget for Project funds (Budget Part 4) are permissible, provided the following conditions are fulfilled:

- the changes are declared in the following financial account,
- the changes do not cause the total sum of the budget for Project funds of **ESPRIT13** **ESPRIT11** to be exceeded, and
- the changes amount to no more than 10% per budget item (percentage value) or the sum of **ESPRIT11** **ESPRIT15** (absolute value), whichever is lower.

If the envisaged changes fail to respect any of these conditions, the prior written consent of SDC is required in order to amend the budget for administered Project funds.

## Article 3: Payments

3.1. Payments by SDC shall be made into **ESPRIT16** (i.e. 3 possibilities:

- 1) “a specific Project account pursuant to Art. 7.4.1 lit. a) of the General Conditions of Business (GCB).”
- 2) “a Project account in the Contractor’s name with bank guarantee in favour of SDC pursuant to Art. 7.4.1 lit. b) of the General Conditions of Business (GCB).”
- 3) “a bank account in the name of the Contractor pursuant to Art. 7.4.1 c) of the General Conditions of Business (GCB).”

3.2. In principle, payments by SDC are made at average due date (i.e. in the middle of the relevant period). Working capital advances are permitted. The following payments shall be transferred subject to the receipt and approval by SDC of the reports and financial accounts pursuant to Art. 4 and any Annexes.

3.3 The payments are scheduled as follows:

- **ESPRIT17** (“an advance payment of [currency] [amount] upon entry into force of the present agreement;”)
- **ESPRIT18** (“a payment of [currency] [amount] during the month of XY;”)
- **ESPRIT19** (“a payment of maximum of [currency] [amount] in the month of ZZ.”)

3.4. SDC may amend the scheduled payments and/or payment dates depending on the progress of the work and the expenses incurred.

3.5. If payments are not made at average due dates, any gross interest (interest before deduction of withholding tax, other taxes and expenses) must be indicated in the financial accounts and credited to the next SDC payment or, in case of the final account, transferred to SDC.

3.6. Upon approval of the final financial account, SDC shall decide on the appropriation of any balance.

## Article 4: Reports and financial accounts

4.1 The Contractor undertakes to submit to SDC the following documents annually in **ESPRIT20**:

- No later than 30 days before the start of each new Project year, the Contractor must submit to SDC an updated annual budget and an annual operational plan.
- Annual progress reports compliant with the structure stipulated for the "Table of contents for the annual progress report" in the Annex within a maximum of 180 days of the end of the respective year, containing the following reports and subject to the requirements specified below:
  - ESPRIT21 (2 possibilities)**
    - **VARIANT A:** "a signed and dated consolidated and externally reviewed account for the previous year corresponding to the budget structure; the review of the last consolidated account must also cover the consolidated final account for the entire Project phase (see next bullet point);
    - a consolidated final account for the entire Project phase containing an overview of the entire Project costs and substantiations of any deviations from the budget, to be submitted within 180 days of the end of the Project phase;
    - The financial accounts shall include only the effective costs and expenditure;
    - Furthermore, the Contractor shall submit to SDC a copy of the local review report.
  - **VARIANT B:** "at least once a year, a signed and dated consolidated account for the previous year corresponding to the budget structure, to be submitted within 180 days of the end of the Project year;
  - a consolidated final account for the entire Project phase, to be submitted within 180 days of the end of the Project phase;
  - The financial accounts shall include only the effective costs and expenditure. Except in the case of fixed amounts or reviewed accounts, copies of the supporting documents must be annexed to the financial accounts. At the request of SDC, the Contractor shall submit the original supporting documents."
- Brief semi-annual report on the on the first half of each Project year within a maximum of 90 days of the end of the respective half-year, with the following content:
  - Comprehensive overview of the progress made, based on the monitoring of the key indicators;
  - Comments on any difficulties encountered and the corresponding solutions proposed;
  - Details of any organisational changes made;
  - A non-externally reviewed financial account detailing the status of the funds utilised and any outstanding advances.
- Additional reports requested by SDC (e.g. on specific aspects of the Project implementation or topics, hourly reports).

4.2 The Contractor undertakes to assist in drafting an End of Phase report.

4.3 In any case, the Contractor must immediately inform SDC in writing of any exceptional circumstance arising from the implementation of the Project which might jeopardize its completion and/or result in a significant change in its objectives.

## Article 5: Transmission of reports, detailed accounts and other information

Documents (Art. 4.1 above) and all other requisite information, must be addressed

**ESPRIT22 (i.e. 3 possibilities:**

- 1) "to the Field Office. If the Office cannot be reached and the transmission shall not be delayed, contact must be made with the SDC Unit in Bern."
- 2) "to the Field Office. At the same time, a copy shall be sent to the SDC Unit in Bern."

3) "to the SDC Unit in Bern.")

## Article 6: 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 will inform each other in case of any well-founded suspicions of corruption.

## Article 7: 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 8: Right of examination

SDC, any third party appointed by it, and the Swiss Federal Audit Office reserve the right at all times to visit the sites associated with the Project, check on its implementation, obtain information and consult all the related documentation.

## Article 9: Annexes, order of precedence

9.1 The following Annexes constitute an integral part of this Contract:

- Project Document;
- Budget, including the presentation of financial accounts;
- Code of Conduct for Contractual Partners of the FDFA;
- **ESPRIT23 (i.e. other Annexes such as the General conditions of business, Special Provisions, etc.)**

9.2 With the signature of this Contract, the Contractor confirms receipt of a copy of all the above-mentioned annexes **ESPRIT23a (2 possibilities:**

- 1) **"."**
- 2) **"except for the ones designated with \*. These are available on the website [www.deza.admin.ch/legal](http://www.deza.admin.ch/legal) and can be sent to the contractor on request."**

9.3 The present Contract and any special provisions shall take precedence over any Annex.

9.4 By signing this Contract, the Contractor affirms that he has taken note of and agrees to the Annexes, including the General Conditions of Business.

## Article 10: Amendments

Amendments to this Contract and its Annexes must be made in writing.

## Article 11: Duration

The present Contract covers the Project period from **ESPRIT24** to **ESPRIT25**. It shall come into force upon its signature and shall be terminated as soon as both Parties have fulfilled their contractual obligations, including the obligations remaining pending after the completion of the Project period.

## Article 12: Final provisions

The present Contract is subject to the private law in force at the place of the court of jurisdiction. The court of jurisdiction is **ESPRIT26**.

**ESPRIT27**, on

For the Swiss Confederation,  
Swiss Agency for Development  
and Cooperation  
**ESPRIT1**

**ESPRIT30**

**ESPRIT32**

**ESPRIT29**, on .....

For **ESPRIT2**

**ESPRIT31**

**ESPRIT33**