



Key:

Text in blue = variable

Text in black = set text

Small mandate type B

between

the Swiss Confederation, represented by
the Swiss Federal Department of Foreign Affairs (FDFA), acting through
.....(name of the organizational unit).....,

and

.....(name of the partner).....

regarding

(name of the mandate)

project n°

contract n°

The Swiss Confederation, represented by the Swiss Federal Department of Foreign Affairs, acting through (name of the organizational unit) (hereinafter “the Principal”) and (name of the partner) (hereinafter “the Agent”) have agreed upon the following:

Article 1 Object of the Mandate

The Principal confers upon the Agent the execution of the Mandate in accordance with the Terms of Reference (TORs) and the budget hereto in annex, both of which form an integral part of this contract.

The project is implemented personally by the Agent.

or

The Agent entrusts the implementation of the contract to the persons designated in the Terms of Reference.

Article 2 Budget

The Principal shall remunerate the Agent for the services rendered up to a maximum sum of (inclusive of VAT) in accordance with the budget hereto in annex.

The budget includes all of the fees and expenses, at cost price, necessary for the execution of the Mandate.

Fees and expenses are based on the fact sheet on compensation for fees and expenses which forms integral part of this contract.

The budget is fixed and must be respected. If, in the course of execution of the Mandate, the Agent considers that there is a risk that the budget may be exceeded, he must immediately inform the Principal, whose written agreement is required for any budget modification. It shall be possible to increase the budget only if the Principal requires of the Agent additional services for which there was initially no provision in the contract, and if these give rise to an increase in costs.

Except for cases of lump-sum payment, only the effective expenditures shall be taken into consideration.

Article 3 Payments, operational report, financial accounts

The requirements that must be fulfilled by the Agent, as well as the payment modalities, are set down in the annex (reports and payment modalities).

Except for the case of lump-sum payment, any positive balance remaining must be spontaneously transferred to the Principal upon the termination of contract.

All payments effectuated by the Principal are made to a bank account, the banking requisites of which shall have been provided by the Agent.

Article 4 Intellectual property

Should the execution of the Mandate necessitate the use of intellectual property rights, the Agent shall immediately inform the Principal so that the necessary arrangements can be made.

(To be included only if it is a contract with an artist):

As a waiver to Article 11.1 of the General Conditions, the agent is the holder of all the intellectual property rights resulting from the execution of the Mandate. Nonetheless, the Principal retains the right to freely access these rights, including the unlimited and free right of copy, utilization, or diffusion. If these intellectual property rights should generate any revenue, the Parties shall agree as to their utilization. This stipulation is valid for the duration of this contract and for a period of two years following its conclusion.

Article 5 Social Security and other insurances

5.1 Social Security

From the point of view of Swiss legislation on social security and other insurances, the activities/services to be provided according to this contract are considered as being provided in a self-employed capacity. Hence the Agent himself bears the responsibility of paying in any social security deductions and obligatory contributions to the corresponding institutions. The Principal is not liable for the payment of any social-insurance contributions (for Switzerland: AHV/IV/EO/ALV/UVG/BVG) or any other compensatory benefits for illness, accident, invalidity and death. The Agent must insure himself and his employees against the economic consequences of such risks. If the activities/services provided take place in a

country other than that in which the Agent customarily operates, the insurance coverage must be extended to include this country (country of deployment) as well.

If the Agent is a self-employed natural person, he shall provide the Principal with an official confirmation that verifies his self-employed status. If the activity governed by this contract is subsequently classified by the responsible compensation fund as non-self-employed, the Agent undertakes to refund to the Principal the employee contributions paid in by the Principal to the social insurance institutions.

5.2 Other insurances

The Agent shall, at his own cost, take out an appropriate and reasonable liability and theft insurance (in particular, covering the use, damage to and loss of the Principal's material assets).

Upon the Principal's request, the Agent shall produce an insurance certificate to this effect.

Article 6 Anti-corruption clause

Within the framework of this contract, the Parties shall neither directly nor indirectly propose benefits of any nature whatsoever. They shall not accept any such proposals. Any corrupt or illegal behaviour signifies a violation to the present contract and justifies its termination as well as/or the recourse to supplementary measures in accordance with applicable legislation.

The Parties shall inform one another reciprocally about any proven case of corruption.

Article 7 Anti-discrimination clause

The Agent 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 agent, 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 the principal, and entitles the Principal 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 and of information

The Principal, as well as any third parties designated by him and the Federal Audit Office, enjoy the right to examine all documentary items relating to the execution modalities of this Mandate, and they are entitled to request that the Agent states his position.

Article 9 Annexes

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

- Terms of Reference (TORs)

- Budget
- Fact sheet on compensation for fees and expenses
- General Conditions of the Swiss Confederation regarding the purchase of services (version dated September 2016)
- Special provisions, reports and payment modalities
- Code of Conduct for Contractual Partners of the FDFA

Article 10 Amendments to the contract

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

Article 11 Responsibility

- 11.1 In any and all circumstances, the Principal shall exclusively be responsible towards the Agent. If the Agent enters into a contractual relationship with sub-contractors for the execution of this contract, he shall assume full responsibility for any damages that they may cause.
- 11.2 The Agent shall immediately inform the Principal about any exceptional situation (force majeure) that may arise during the execution of the contract and that may risk jeopardizing its implementation and/or may oblige him to considerably modify its objectives.

Article 12 Duration of the contract

The present contract covers the period from *(date)* to *(date)*. It enters into force upon signature by the Parties concerned and shall end when each of the Parties has fulfilled all of its contractual obligations.

Article 13 Applicable law and jurisdiction

The law applicable to the present contract is the Swiss private law. The place of jurisdiction is Bern.

This contract is drawn up in two original copies, one of which is for the Principal; the other, for the Agent.

Signed in *(Place)*, the *(date of signature)* in *(Place)*, the *(date of signature)*

Federal Department of Foreign Affairs
(name of the organizational unit)

The Agent

(name of the signatory)
(position)

(name of the signatory)
(position)

(name of the signatory)
(position)