



Terms of reference – Invitation procedure

Gender Mainstreaming Support and Strategy Development Consultancy for the period 01.05.2025 to 30.12.2028 in Zimbabwe & Zambia

This procedure is based on the Federal Act of 21 June 2019 on Public Procurement (PPA, SR 172.056.1) and the Ordinance of 12 February 2020 on Public Procurement (PPO, SR 172.056.11).

01 April, 2025

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1 Abbreviations

AC	Award criteria
EC	Eligibility criteria
GTC	General Terms and Conditions of Business
PPA	Federal Act on Public Procurement
PPO	Federal Ordinance on Public Procurement
VAT	Value added tax
...	...

2 Purpose of this document

These specifications describe the objectives that are to be pursued and achieved with this object of procurement. It regulates the procedure and form of the submission of tenders and, together with the General Terms and Conditions of the FDFA, the Federal Act of 21 June 2019 on Public Procurement ([PPA, SR 172.056.1](#)) and the Ordinance of 12 February 2020 on Public Procurement ([PPO, SR 172.056.11](#)) serves as the basis for the present procedure.

In the case of an invitation procedure, at least three bids shall be collected, if possible, and the Terms of Reference must also be placed on the [FDFA mandates platform](#). The contract is awarded to the most advantageous tender.

3 Goal and content of the mandate

3.1 Background

Zimbabwe has made important strides toward gender equality and women's empowerment by establishing a robust legal framework and engaging on its international commitments. Various legal and constitutional Acts proffer a fertile legal ground to advance gender equality and the country has ratified preeminent international frameworks. The Zimbabwe Ministry of Women Affairs, Community, Small and Medium Enterprises Development (MoWA) spearheads efforts to promote Women's empowerment and Gender Equality and to eliminate Gender-Based Violence (GBV).

Despite this favourable regulatory framework environment, progress towards gender equality has stagnated or even regressed in the past years and women and girls remain excluded and marginalised across the political, economic and social spheres. According to the World Bank (2023) at the current pace it would take at least 50 years for Zimbabwe to reach its gender equality targets. An estimated 44% of women over 15 years have experienced sexual or physical violence by an intimate partner. HIV prevalence amongst women aged 15-49 is nearly double that for men. The 2023 General Election saw fewer females (11% at national, 15% at local levels) running for office than in previous elections and Zimbabwe remains far below the average of 25% women in Sub Sahara Africa national parliaments. Economically, women's labour force participation is unchanged since the 1990s, with 34% for women, compared to 54% for men. At the same time, women are over-represented in the informal sector, often involved in unpaid care work, under-represented in economic decision-making positions and have limited access and control over productive resources such as land. Lack of access to credit, sustainable finance and customary practices are the biggest obstacles to women's ownership of property and other productive resources.

For Switzerland, Gender equality is a foreign policy priority to promote sustainable development, economic growth, and poverty reduction. ¹ Guided by [Switzerland's International Cooperation Strategy](#), gender equality has so far been addressed through a gender mainstreaming approach in all cooperation projects in Zimbabwe and Zambia. Achievements in promoting women's empowerment and gender equality vary across the Swiss-funded projects and are dependent to a large degree on implementing partners' capacities and expertise to integrate and operationalize gender-transformative approaches in their projects. At the very minimum all projects include sex-disaggregated data and reporting while other projects are achieving and documenting positive improvements in equal roles and responsibilities sharing between men and women. Only one project realised transformative changes and experiences were published in a peer reviewed journal article.

Guided by the new [Swiss Cooperation Programme 2023-2026 for Zimbabwe and Zambia](#) that recognizes women as a distinct group of beneficiaries, the Swiss Cooperation Team in Zimbabwe started to engage more directly on gender and women's empowerment, spurred on by new opportunities within the macro-environment to constructively engage with key stakeholders. A gender specific project was formulated in 2024 to pursue a holistic approach to ending Gender-Based Violence (GBV) by strengthening public accountability and oversight for gender equality and women's rights, and supporting community-level initiatives to reduce GBV and empower women and girls economically, politically and socially.

As part of Switzerland's new programmatic approach to advancing Gender Equality in Zimbabwe, Switzerland aims to strengthen the effectiveness of *all* Swiss supported projects in promoting gender equality and women's empowerment in their respective areas. A strategic partnership is therefore sought with a (group of) expert(s) in Gender Mainstreaming Support and Strategy development to support the Swiss Cooperation Team and Swiss partners in this endeavour.

3.2 Prior involvement

No potential tenderers were involved in preparing the invitation procedure or drafting the Terms of Reference. All tenderers that meet the criteria set are invited to submit a bid.

3.3 Objectives

The consultancy objective is to strengthen knowledge, skills and implementation capacities of the Swiss Cooperation Team in Zimbabwe and its implementing partners to develop and apply gender transformative approaches in project and programme design, implementation, monitoring and evaluation.

This consultancy will assess gender implementation capacities of all Swiss supported projects (regardless of the thematic focus) in the frame of the Swiss Cooperation Programme 2023-2026 for Zambia and Zimbabwe. The programme's overarching ambition is to provide equal opportunities for women and girls and improve gender equality through all its interventions falling under its three outcomes: 1) The rural and urban poor, in particular youth and women, develop and access opportunities that lead to improved food security and predictable and higher incomes; 2) Quality service delivery and shock-responsive systems contribute to improved health and resilience, especially of women, youth and other marginalized populations and 3) Civil society and state institutions engage in more accountable, participatory and inclusive governance. Implementing partners range from United Nations (UN) entities, the World Bank, international non-governmental organisations (INGOs), private sector enterprises, local civil society organisations (CSOs) and Community Based Organisations (CBOs). The insights gained will inform strategies to enhance the gender transformative impact of these initiatives.

The team of experts will strengthen ongoing and new projects' mainstreaming efforts by: assessing gaps and opportunities in project design, implementation and M&E, providing technical input and offering advice to implementing partners on translating knowledge and

¹ [FDFA Strategy on Gender equality and Women's rights](#), Swiss Federal Department of Foreign Affairs, 2017.

skills into practice. They are also expected to organise a yearly capacity building session for staff at the Embassy as well as selected members of the implementing partners and conduct socio-economic and political analyses of the evolving context on Gender Equality to inform strategic decisions and annual reporting. In view of the establishment of a new Cooperation Programme (2027-2030), the experts are expected to feed into the design process on aspects of Gender Equality and Women's Empowerment.

3.4 Content of the mandate

The consultant(s) is/are expected to bring along the following assignment and thematic **expertise and experience**. Extensive (approx. 15 years) progressive gender mainstreaming backstopping experience across multiple sectors, including Employment, Private Sector Development, Food Systems, Governance, Health, and Social Protection which are the thematic areas of the Swiss Cooperation Programme. The profile should also demonstrate significant experience (approx. ten years) in gender equality programming, research, and consultancy, with a focus on monitoring and evaluation, gender audits, scoping studies, and contextual analyses in Sub-Sahara Africa, ideally including Zambia and Zimbabwe. A proven track record of working with Governmental structures, such as the Ministry of Women Affairs, Community, Small and Medium Enterprises Development of Zimbabwe and the Gender Division under the office of the President in Zambia will be considered an advantage. Demonstrable applied experience with gender transformative approaches in various contexts is crucial for this assignment.

The specific knowledge and skills that are required to carry out the mandate include advanced educational qualifications in gender studies, social sciences, and/or development studies. These should be supported by demonstrable in-depth understanding of gender mainstreaming methodologies and their application in diverse sectors. Evidence of strong analytical skills for conducting gender audits and contextual analyses and expertise in developing and implementing gender-responsive policies and strategies are essential.

The mandate warrants for a profile that has solid, relevant networks and traceable collaboration contacts in gender mainstreaming across relevant sectors and organizations in Southern Africa and notably in Zimbabwe and Zambia. Demonstrable experience in collaborating with local organizations serving and/or led by women, youth, and other marginalized populations is required.

The backstopping mandate warrants previous leadership and management experience in gender-related projects or initiatives. Financial management knowledge, including budget planning and resource allocation for gender mainstreaming activities is also required.

Additionally, proficiency in developing training materials and conducting workshops on gender equality and social inclusion (GESI) mainstreaming is required. Experience in integrating gender perspectives into monitoring and evaluation systems and ability to work effectively with diverse stakeholders, including government agencies, NGOs, and international organizations are added advantages.

The basic services and tasks required for the mandate include a comprehensive assessment of all Swiss-supported projects' gender implementation capacities, the identification of barriers to more effective gender mainstreaming and recommended redress mechanisms. The analyses of existing gender mainstreaming strategies and their effectiveness within each project will inform gender transformative strategies and other proposed adaptations to each project.

The mandate requires for the identification of opportunities to integrate gender-transformative approaches across a diverse range of projects in the areas of Health, Food Security, Income&Employment, Social Protection and Governance.

Technical assistance provision to ongoing and new projects to improve gender integration is required. As a deliverable, tailored gender mainstreaming tools and guidelines specific to each thematic area should be recommended and / or developed.

In order to strengthen the capacity of staff, the mandate foresees the designing and facilitation of annual gender mainstreaming training/inputs sessions for Embassy staff and selected staff of implementing partners on jointly agreed upon areas. Relatedly, training materials that address the specific needs and contexts of Health, Food Security and Governance sectors will also be recommended and / or developed.

The consultants will provide twice a year an updated analysis on gender dynamics in the local context relevant to the Swiss Cooperation based on a socio-economic and political analysis as part of the operational reporting on the overall mandate to the Embassy.

In order to enhance overall gender mainstreaming effectiveness, the mandate will propose a gender mainstreaming strategy for the Swiss Cooperation Programme. This will be complemented by the review of existing monitoring and evaluation mechanism at Cooperation Programme level that allows to track progress at project level to asses overall impact of gender mainstreaming efforts under the Swiss Cooperation Programme.

Optional Services include the provision of guidance on integrating gender considerations into project budgets and resource allocation premised on gender-responsive budgeting approaches. The mandate will also facilitate partnerships with local women's organizations and gender equality advocates via explicit stakeholder engagement strategies. The development of knowledge management mechanisms to capture and share best practices and lessons learned in gender mainstreaming across projects are desirable.

3.5 Estimated amount

The tenderer should present total estimated cost over a four-year period that enable the accomplishment of the mandate. As a general guideline for the scope of work, the mandate anticipates a commitment of approximately 12 weeks per annum strategically allocated to deliver on the results and maximise impact.

The overall price is to be submitted in USD (excl. VAT) only together with the budget form as per Annex 4.1 (type A) or 4.2 (type B) of the tender documents and to include the following:

- Outward and return journeys
- Expenses (e.g., accommodation, per diems, personnel costs, taxes and fees, communication, insurance etc).
- Miscellaneous

The following services should also be listed and costed: Project assessments and gap analysis, development of strategic implementation plans, bi-annual context update, capacity building activities, input into cooperation programme development, implementation support, reporting and documentation

All the price details must be indicated in USD excl. VAT. The price excl. VAT includes in particular insurance, allowances, social costs, transport, customs etc.

The tenderer will not be reimbursed for any costs arising from the preparation or submission of the bid.

The contracting authority reserves the right to use the services listed under options in full, partially or not at all.

3.6 Timetable of the invitation procedure

Date / Deadline	Activity
01.04.2025	Invitation of at least 3 bidders and publication of the mandate on the FDFA mandates platform for mandates below CHF 230'000

08.04.2025	Expression of interest in submitting an offer by email: belindanitah.tarugarira@eda.admin.ch with copy to: lawrence.lewis@eda.admin.ch
15.04.2025	Deadline for submitting questions by email: belindanitah.tarugarira@eda.admin.ch with copy to: lawrence.lewis@eda.admin.ch
17.04.2025	Sharing of the questions and answers with all the interested bidders
30.04.2025	Deadline for submission of bids
May 2025	Evaluation of submitted bids
End May 2025	Awarding of the contract and notification of the bidders that were not considered
16.06.2025	Signing of contract
1.7.2025	Contract start date

4 Eligibility criteria

The tenderer must duly fulfil without limitation or modification the eligibility criteria listed in annex EC. The tenderer must also provide, where indicated, the necessary evidence with the submission of the bid. **Confirmation of the fulfilment of the eligibility criteria must be given in ‘Annex EC: Confirmation of Eligibility Criteria and documents to be submitted’.**

Only those tenderers that fulfil all formal requirements and eligibility criteria will be evaluated on the basis of the award criteria. The other tenderers will be excluded from the further procedure.

5 Award criteria

The following table shows the award criteria (AC) and the corresponding weightings, on the basis of which the bids will be evaluated.

AC	Award Criteria	Weighting
AC 1	Experience of the bidding structure and qualifications of the personnel to be deployed (CVs)	40%
AC 1.1	<ul style="list-style-type: none"> • Extensive experience in progressive gender mainstreaming in sectors that include Employment, Private Sector Development, Food Systems, Governance, Health and Social Protection • Experience in gender equality programming, research and/or consultancy experience in gender equality, monitoring and evaluation, gender audits, scoping studies and contextual analyses. • Understanding and experience in working with Ministry of Women Affairs, Community, Small and Medium Enterprises Development of Zimbabwe and the Gender Division within the Office of the President in Zambia is desirable • Demonstrable applied experience with gender transformative approaches 	100%

	<ul style="list-style-type: none"> Leadership and financial management experience Advanced educational qualifications in gender studies, social sciences and/or development studies. Good command of English and local languages 	
AC 2	<p>Understanding of the mandate and general approach,</p> <p>AC 2.1. Understanding of the mandate and proposed approach (incl. strategy to build capacities of partners) (60 %)</p> <p>AC 2.2. Alternative and innovative approaches (30 %)</p> <p>AC 2.3. Description of the risks, constraints and opportunities as well as the means identified for addressing them (10%)</p>	35%
AC 3	<p>Other criteria</p> <p>A.C 3.1 Gender responsive budgeting expertise (50%)</p> <p>A.C 3.2 Stakeholder engagement strategies to establish partnerships (30%)</p> <p>A.C 3.3 Knowledge management expertise (20%)</p>	5%
AC 4	<p>Financial offer – overall price</p> <p>The overall price is to be submitted in USD (excl. VAT) only together with the budget form as per Annex 4.1 (type A) or 4.2 (type B) of the tender documents and to include all as set out in chapter 3.5:</p> <p>Evaluation of the price:</p> <p>The overall amount (excl. VAT) for the awarding of points is evaluated for each offer. This is calculated as follows:</p> $\text{Score} = M \times \left(\frac{P_{\min}}{P} \right)^2$ <p>P = Price of the bid being assessed</p> <p>P min = Price of the cheapest bid</p> <p>M = Max. points (= score 5)</p> <p>Exponent = Exponent in formula (=2)</p>	20%
	Total	100%

Each further award criterion will be evaluated according to the following score table:

Score	Fulfilment and quality of the criteria	
0	Cannot be established	<ul style="list-style-type: none"> Not possible to assess No information
1	Very poor fulfilment	<ul style="list-style-type: none"> Very limited achievement of the criteria Insufficient, incomplete information
2	Poor fulfilment	<ul style="list-style-type: none"> Limited achievement of the criteria Information without sufficient relevance
3	Average fulfilment	<ul style="list-style-type: none"> Normal achievement Average quality, minimum requirement fulfilled
4	Good fulfilment	<ul style="list-style-type: none"> Good achievement Very good quality

5	Very good fulfilment	<ul style="list-style-type: none"> • Very good achievement • Outstanding quality
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6 Structure and content of the bid

The tenderer must adhere to the following structure in the interests of fairness and in order to expedite the evaluation process.

Nr.	Contents	Max. No. Pages	EC/AC
00	Cover letter with signature(s) and documents evidencing organisational capability	1	EC1
01	'Annex EC: Confirmation of Eligibility criteria and documents to be submitted'	1	EC1 – EC9
10	Experience of the bidding structure and Qualifications of the personnel to be deployed	3	AC1
11	<p>The technical proposal should not exceed five pages and should outline the service provider's:</p> <ul style="list-style-type: none"> I. Understanding of the assignment; II. Approach to and methodology for the assignment; III. Experience with similar assignments (2-page CVs as annex); IV. Draft study work plan; <p>Financial proposals</p>	5	AC2
12	<p>Financial offer according to the budget form annex 4.1 (type A) or 4.2 (type B) in USD (excl. VAT)</p> <p>The financial proposal should be no more than one page and should clearly outline the daily rates in USD</p>	1	AC4

7 Administrative Aspects

7.1 Official name and address of the contracting authority

The Embassy of Switzerland to Zimbabwe, Zambia and Malawi is in charge of the awarding procedure and also acts as direct contracting authority towards the tenderer.

7.2 Deadline and address for submitting bids

The complete bid (format pdf) is to be submitted by **30.04.2025** 23:00 (CAT time) at the latest by email to: belindanitah.tarugarira@eda.admin.ch with copy to: lawrence.lewis@eda.admin.ch Bids received late cannot be taken into consideration.

The email must mention “**Gender Mainstreaming Support and Strategy Consultancy**” in the reference line. Tenderers must confirm in the email the binding force of the bid. The receipt of the bids submitted via email will be acknowledged via email at the latest until 02.05.2025. Tenderers must monitor the receipt of the acknowledgement of receipt and to file a complaint within a reasonable period of time. In all cases the tenderer must retain proof of the timely submission of the bid.

The bid can be submitted in the following languages: English

7.3 Expression of interest in submitting an offer and receiving documents

Interested bidders can express their interest by email until 08.04.2025 and will receive the annexes to these terms of reference.

7.4 Answering questions

No individual information is given to the tenderers. Any questions must be submitted by 15.04.2025 to belindanitah.tarugarira@eda.admin.ch with copy to: lawrence.lewis@eda.admin.ch Questions submitted late cannot be answered. The document with all questions received and their answers will be sent to all bidders by 17.04.2025.

7.5 Type of procedure

Procurement is carried out by invitation of tender in accordance with the Federal Act on Public Procurement of 21 June 2019, PPA, SR 172.056.1.

It is **not** possible to appeal the award.

7.6 In accordance with GATT / WTO agreement or treaty (as applicable)

No. This is a public contract under Annex 5 no. 1 let. d PPA. There is no right of appeal.

7.7 Evaluation and adjustment of bids

Tenders are evaluated in accordance with Art. 38 PPA. Tenders may only be adjusted at the contracting authority's specific request. Adjustments must be undertaken in accordance with Art. 39 PPA and subject to the conditions set out therein.

7.8 Bidding consortia

Consortia of tenderers are permitted. If the SDC concludes the contract with several contractors (consortium), all parties must sign, having first designated a person to represent the consortium vis-à-vis the SDC. The representative is expressly authorised to act for and on behalf of the consortium members. The consortium members shall be jointly and severally liable. The tenderer lists all members and their roles.

7.9 Subcontractors

Subcontractors are permitted, subject to the prior approval of the awarding entity. If the tenderer engages subcontractors in order to carry out the work, the tenderer will assume overall responsibility. It must list all the subcontractors involved, together with the roles allocated to them.

Any contractual delegation by the contractor of performance of all or part of the present contract to subcontractors shall be subject to the prior written consent of the contracting authority. Subcontractors and their personnel must satisfy all conditions stipulated in the present contract and the appendices thereto. The contracting authority shall be liable solely to the contractor. In the event that the contractor delegates performance of all or part of the contract, the contractor shall bear sole liability for the acts of any subcontractors. As a general rule the tenderer is required to make the characteristic supply.

7.10 Multiple tenders by single tenderers, consortia and subcontractors

Consortia members are allowed to participate exclusively in one bid. The tenderer lists all members and their roles.

Single tenderers are allowed to participate exclusively in one bid.

Subcontractors are allowed to participate in different bids.

7.11 Validity of bids

180 days after the deadline for receipt of bids.

7.12 Languages of invitation document

The invitation document is available only in: English.

7.13 Language of the procedure

The present procurement procedure is conducted in English. This means that all statements on the part of the awarding authority are made at least in this language.

7.14 General Terms and Conditions of Business (GTC)

The General Conditions of Business (GTC) of the FDFA for mandates (type A and type B) – version November 2024 and/or General Conditions of the FDFA for local mandates - version November 2024 shall be deemed to have been accepted by the contractor on submission of the bid.

7.15 Conclusion of contract

The contract is concluded subject to the prior approval of credits by the FDFA.

8 Further information

8.1 Confidentiality

The parties shall keep confidential any facts and information that are not generally known or in the public domain. In case of doubt, all facts and information shall be treated as strictly confidential. The parties shall take all measures, to the extent that they are commercially reasonable and practicable in technical and organisational terms, to ensure that confidential facts and information are properly protected against access by, or disclosure to, unauthorised third parties.

Any transfer of confidential information by the contracting authority within its own organisation (or within the Federal Administration), or to any third parties appointed, is not deemed to constitute a breach of the obligation of confidentiality. The foregoing also applies to tenderers to the extent that the disclosure of confidential information is required for the performance of the contract, or provisions of the contract are disclosed within the organisation.

The tenderer may not, without the contracting authority's written consent, publicise the fact that a cooperation arrangement with the contracting authority is or was in effect or cite the contracting authority as a reference.

The parties shall ensure that their employees, subcontractors, suppliers and any other third parties appointed comply with the foregoing obligations of confidentiality.

8.2 Integrity clause

Tenderers undertake to take all necessary measures to avoid corruption and, in particular, agree not to offer or accept payments or other advantages.

Tenderers who breach this integrity clause are required to pay a contractual penalty to the contracting authority amounting to 10% of the value of the contract or at least CHF 3,000 for each instance of breach.

The tenderer notes that any breach of the integrity clause will generally result in cancellation of the award or early termination of the contract for good cause by the contracting authority.

The parties shall inform each other of any well-founded suspicions of corruption.

8.3 Property rights

All industrial property rights which arise in the course of the performance of the mandate shall pass to the contracting authority.

9 Annexes

No.	Annex
Annex EC	Annex EC: Confirmation of Eligibility criteria and documents to be submitted
1a	Self-declaration form 'Proof of Compliance with the conditions of participation' of the Federal Procurement Conference FPC
1b	Self-declaration form 'pursuant to Article 29c of the Ordinance on measures in connection with the situation in Ukraine' of the State Secretariat for Economic Affairs (SECO)
2	'Tenderer Information' form
3a	General Terms and Conditions (GTC) of the Federal Department of Foreign Affairs (FDFA) for mandates (type A and B) – version November 2024 OR General Terms and Conditions of the FDFA for local mandates – version November 2024
3b	Code of conduct for contractual partners of the FDFA
4	Budget forms 4.1 Budget form type A – for employed persons 4.2 Budget form type B – for legal entities, organisations and self-employed persons 4.3 Budget template for local mandates



Proof of compliance with the participation conditions

SELF-DECLARATION regarding compliance with workplace health and safety provisions, employment conditions, notification and authorisation duties in accordance with the IEA, equal pay for men and women, environmental law and anti-corruption rules

Project number/project title/project name:

Name of the contracting authority:

I/we, as authorised representative(s), hereby **confirm** that the tenderer¹

Name and legal form:	
Business identification number (UID/for Swiss tenderers):	
Business address:	
Contact person (name, function):	
Telephone number:	Email:
Number of employees (excluding apprentices):	

and the subcontractors called upon by us will comply with the rules set out below during the award procedure, as well as during the execution of the order issued

1. For goods/services to be provided in Switzerland

- The workplace health and safety provisions and employment conditions applicable at the place of performance
- The notification and authorisation duties in connection with combating illegal employment
- The provisions on the protection of the environment and the conservation of natural resources applicable at the place of performance
- The anti-corruption provisions (especially in accordance with the Swiss Criminal Code, the Federal Act on Unfair Competition and the Federal Act on Cartels and Other Restraints of Competition)
- The provisions on the equal treatment of men and women in terms of equal pay

Proof of compliance by tenderers with 100 employees or more

Tenderers with 100 employees or more (excluding apprentices) must additionally provide evidence of how the wage practice was checked.
Compliance with equal pay for men and women was checked as follows:
<input type="checkbox"/> By means of an equal pay analysis using the Confederation's standard analysis tool (Logib) ² (enclose Logib proof)
<input type="checkbox"/> By means of a government verification of compliance with equal pay for men and women by the <input type="checkbox"/> Confederation <input type="checkbox"/> Canton <input type="checkbox"/> City/town/commune ³ (enclose confirmation of verification)

¹ Name and address of the lowest independent legal entity. An independent legal entity is an operating unit with an independent legal corporate form (e.g. AG, GmbH, Ltd, LLC, as well as subsidiaries). Permanent establishments, branch offices, business establishments, branches, business units, etc. are not included, unless they have an independent legal corporate form.

² In the case of verification of compliance with equal pay for men and women using the Confederation's standard analysis tool (Logib), the Logib result sheet "Proof of compliance with the participation condition concerning equal pay for men and women" (www.logib.ch) can be enclosed as evidence.

³ In the case of verification of compliance with equal pay for men and women by means of a government check, the corresponding confirmation of verification can be enclosed as evidence.

<input type="checkbox"/> By an independent body in accordance with the Gender Equality Act (GEA) ⁴ (enclose report in accordance with the Gender Equality Act)
The equal pay analysis is based on the following reference month: __. __. __ (MM/YYYY)
Note: Checks of compliance with equal pay for men and women are expressly reserved, irrespective of the number of employees. ⁵

2. For goods/services to be provided abroad

- As a minimum, the Core Conventions of the International Labour Organization (Annex 6 to the PPA); if the law at the place of performance is stricter, this must be observed
- Any other important international labour standards required by the contracting authority, i.e. principles from other ILO conventions, e.g. in connection with occupational safety and health protection, insofar as Switzerland has ratified them
- The environmental law applicable at the place of performance, as well as the international conventions on the protection of the environment and the conservation of natural resources listed in Annex 2 of the Ordinance on Public Procurement (PPO; SR 172.056.11)

3. For goods/services to be provided in Switzerland and/or abroad

Furthermore, I/we declare that the tenderer and the subcontractors called upon:

- have not and will not reach any unlawful agreements affecting competition during the award procedure, as well as during the execution of the order issued;
- have not been legally excluded from future public contracts for a period of up to five years⁶;
- have not received a legally binding conviction for serious or repeated failure to comply with the notification and authorisation duties under social security or foreign nationals law⁷;
- are not on any sanctions list of a multilateral financial institution⁸ due to allegations of corruption.

I/we have taken note of the following **information for tenderers**.

Legal notice: Deliberately providing false or misleading information on this form may result in administrative sanctions, as well as consequences under procurement law.

Place and date

Full name

Signature(s)

*This document and the evidence requested must be submitted to the **contracting authority**.*

⁴ In the case of verification of compliance with equal pay for men and women by an independent body in accordance with Article 13d paragraph 1 of the Gender Equality Act (GEA), its report may be enclosed as evidence.
⁵ See the directive of the Federal Office for Gender Equality (FOGE) on controls in federal public procurement (French and German).
⁶ See Article 44 paragraph 1 letters c, e and j, Article 44 paragraph 2 letters b, f and g, as well as Article 45 of the PPA (SR 172.056.1) and Article 25 paragraph 4 of the PPO (SR 172.056.11).
⁷ Article 13 paragraph 1 of the IEA.
⁸ These include the following international financial institutions: African Development Group; Asian Development Bank; European Bank for Reconstruction and Development; Inter-American Development Bank; World Bank Group.

Compliance with workplace health and safety provisions, employment conditions, notification and authorisation duties in accordance with the IEA, equal pay for men and women, environmental law and anti-corruption rules

Information for tenderers

1. Legal basis

Compliance with the statutory provisions mentioned in the self-declaration is part of the mandatory general conditions for participation in the award procedure (Art. 12 of the PPA). The legal basis for this self-declaration can be found in Article 26, in conjunction with Article 12, of the Federal Act on Public Procurement (PPA; SR 172.056.1), as well as in Article 4 paragraph 2 of the Ordinance on Public Procurement (PPO; SR 172.056.11).

1.1 For goods/services to be provided in Switzerland

For goods/services to be provided in Switzerland, the following provisions applicable at the place of performance must be complied with:

- The health and safety provisions and employment conditions. Accordingly, the mandatory provisions of the Swiss Code of Obligations (CO; SR 220), the provisions of the Employment Act (EmpA; SR 822.11) and its implementing ordinances, the provisions on accident prevention (AIA; SR 832.20; including the implementing ordinances) and the order-related provisions on the prevention of occupational accidents and diseases (see SR 822.5) must be complied with;
- The notification and authorisation duties under social security, foreign nationals and withholding tax law in accordance with the Federal Act of 17 June 2005 on Measures to Combat Illegal Employment (IEA; SR 822.41), as well as the provisions on the equal treatment of men and women in terms of equal pay (Gender Equality Act of 24 March 1995 [GEA]; SR 151.1);
- The wage and other employment law provisions of collective and standard employment contracts and, in the absence of such instruments, the salary and employment conditions customary for the location, occupation and sector;
- The provisions on the protection of the environment and the conservation of natural resources (Art. 12 para. 3 of the PPA). Accordingly, Swiss environmental law may not be violated. This consists of various acts and ordinances, most notably the Federal Act on the Protection of the Environment (EPA; SR 814.01), the Federal Act on the Protection of Waters (WPA; SR 814.20), the Federal Act on the Protection of Nature and Cultural Heritage (NCHA; SR 451), the Forest Act (ForA; SR 921.0), the Chemicals Act (ChemA; SR 813.1), as well as the ordinances based thereon;
- The anti-corruption provisions (in particular, the provisions of the Swiss Criminal Code (SCC; SR 311.0), the provisions of the Federal Act on Unfair Competition (UCA; SR 241), as well as the provisions of the Federal Act on Cartels and Other Restraints of Competition (CartA; SR 251).

1.2 For goods/services to be provided abroad

The contracting authority may award the contract for goods/services provided abroad only to tenderers that comply as a minimum with the following ILO Core Conventions (Art. 12 para. 2 of the PPA, Annex 6 of the PPA):

- Convention No. 29 of 28 June 1930 concerning Forced or Compulsory Labour (SR 0.822.713.9);
- Convention No. 87 of 9 July 1948 concerning

Freedom of Association and Protection of the Right to Organise (SR 0.822.719.7);

- Right to Organise and Collective Bargaining Convention No. 98 of 1 July 1949 (SR 0.822.719.9);
- Convention No. 100 of 29 June 1951 concerning Equal Remuneration for Men and Women Workers for Work of Equal Value (SR 0.822.720.0);
- Convention No. 105 of 25 June 1957 concerning the Abolition of Forced Labour (SR 0.822.720.5);
- Convention No. 111 of 25 June 1958 concerning Discrimination in Respect of Employment and Occupation (SR 0.822.721.1);
- Convention No. 138 of 26 June 1973 concerning the Minimum Age for Admission to Employment (SR 0.822.723.8);
- Convention No. 182 of 17 June 1999 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour (SR 0.822.728.2).

In addition, the contracting authority may require compliance with other important international labour standards. These are understood to be principles from other ILO conventions, insofar as Switzerland has ratified them (based on Art. 12 para. 2 of the PPA, in conjunction with Art. 4 para. 2 of the PPO); these include the following possible obligations:

- Grant employees a weekly rest period of at least 24 hours (in accordance with ILO Convention No. 14), as well as a paid holiday of at least three weeks per year (in accordance with ILO Convention No. 132);
- Comply with the rest periods applicable in international road transport in accordance with ILO Convention No. 153;
- Implement and comply with the appropriate sector-specific measures to prevent, insofar as possible, occupational accidents, diseases and health hazards concerning their employees; this includes accident prevention regulations for building construction work (in accordance with ILO Convention No. 62), protection against ionising radiation (in accordance with ILO Convention No. 115), guarding of machinery (in accordance with ILO Convention No. 119), protection against benzene (in accordance with ILO Convention No. 136), protection against carcinogenic substances (in accordance with Convention No. 139), safety in the use of asbestos (in accordance with ILO Convention No. 162), health protection in commerce and offices (in accordance with ILO Convention No. 120);
- Not to deploy young people under 18 years of age and pregnant and breastfeeding women for work exposing them to benzene or products containing benzene (in accordance with ILO Convention No. 136);
- Provide appropriate maternity protection (in accordance with ILO Convention No. 183);
- Comply with the ban on night work for young people (in accordance with ILO Convention No. 6).

In the case of goods/services provided abroad, the following conventions must be complied with in addition to the environmental law applicable at the place of

performance (Art. 12 para. 3 of the PPA, in conjunction with Art. 4 para. 3 of the PPO; Annex 2 of the PPO):

- Vienna Convention of 22 March 1985 for the Protection of the Ozone Layer (SR 0.814.02) and the Montreal Protocol of 16 September 1987 on Substances That Deplete the Ozone Layer concluded within the framework of the Vienna Convention (SR 0.814.021);
- Basel Convention of 22 March 1989 on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal (SR 0.814.05);
- Stockholm Convention of 22 May 2001 on Persistent Organic Pollutants (SR 0.814.03);
- Rotterdam Convention of 10 September 1998 on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (SR 0.916.21);
- Convention on Biological Diversity of 5 June 1992 (SR 0.451.43);
- United Nations Framework Convention on Climate Change of 9 May 1992 (SR 0.814.01);
- Convention of 3 March 1973 on International Trade in Endangered Species of Wild Fauna and Flora (SR 0.453);
- Convention of 13 November 1979 on Long-Range Transboundary Air Pollution (SR 0.814.32) and the eight specific protocols to the Convention ratified by Switzerland.

2. Subcontractors

Tenderers shall contractually oblige subcontractors to comply with the requirements mentioned in section 1 regarding employment conditions, workplace health and safety provisions, notification and authorisation duties in accordance with the IEA, equal pay for men and women, environmental law and anti-corruption rules (Art. 12 para. 4 of the PPA).

For this purpose, tenderers may, for example, request the signature of a self-declaration that must be submitted to the supervisory authority in the event of a check.

3. Checks

The contracting authority reserves the right at any time to itself check compliance with workplace health and safety provisions and employment conditions (including ILO Core Conventions), other important international labour standards, notification and authorisation duties in accordance with the IEA and equal pay for men and women, as well as compliance with environmental law and anti-corruption provisions, or to have it checked by suitable third parties, provided this task was not delegated to an authority governed by special legislation or another suitable body (Art. 12 para. 5 of the PPA).

The contracting authority may provide the authority or supervisory body with the necessary information and documents for carrying out these checks. Tenderers and subcontractors have to provide the evidence required upon request.

By signing the self-declaration, tenderers and subcontractors acknowledge that the contracting authorities or third parties commissioned by them may carry out checks within the meaning of Article 12 paragraph 5 of the PPA.

Important: In the case of verification of the employment conditions and workplace health and safety provisions, compliance with each individual

provision of the employment contract is checked separately. Failure to comply with an individual provision cannot be offset by exceeding the minimum standard in another area.

4. Evidence of equal pay

The Federal Office for Gender Equality (FOGE) is responsible for verifying equal pay for men and women. The FOGE issues a directive for this purpose. The contracting authority may forward the self-declaration and the tenderers' proof of compliance with equal pay to the FOGE (Art. 4 para. 1 of the PPO). Tenderers with 100 employees or more (excluding apprentices) must additionally provide evidence of equal pay for men and women. The check must be carried out with wage data dating back no more than 48 months from the time of signing of this self-declaration (reference month). The Confederation's standard analysis tool (Logib, see www.logib.ch) can be used for this.

The Confederation provides a free helpline for the Logib standard analysis tool (0800 55 99 00).

5. Duty to cooperate, sanctions

Tenderers and their subcontractors are obliged to supply the data and documentation required for the check free of charge.

If a tenderer, its governing bodies, third parties called upon or their governing bodies fail to comply with the workplace health and safety provisions, the employment conditions, notification and authorisation duties in accordance with the IEA, the provisions on the equal treatment of men and women in terms of equal pay, the provisions of Swiss environmental law or the anti-corruption provisions (especially in accordance with the Swiss Criminal Code, the Federal Act on Unfair Competition and the Federal Act on Cartels and Other Restraints of Competition), the contracting authority may exclude the tenderer from the award procedure, delete it from a list or revoke the contract already awarded to it (Art. 44 para. 2 lit. f and g, in conjunction with Art. 44 para. 1, of the PPA). In the event of a serious violation of the participation conditions, a tenderer may be excluded from future public contracts for a period of up to five years (Art. 45 para. 1 of the PPA).

6. No obligation to join the collective employment contract

Public procurement offices do not require tenderers to join collective employment contracts that have not been declared generally binding. They merely require compliance with the contractual employment provisions (incl. wages) of the collective employment contract in order to prevent competitive distortions among tenderers.

Amendments to the collective employment contract

If the social partners enter into a new collective employment contract, the new contractual employment provisions are included in checks.

If you have any **questions**, please contact the Federal Procurement Conference (FPC), Fellerstrasse 21, 3003 Bern; email: bkb@bbl.admin.ch. If you would like more information about federal procurement, please visit: www.beschaffung.admin.ch.



Proof of compliance with the participation conditions

Self-declaration (to be completed by tenderers) concerning the prohibition regarding the awarding of public contracts pursuant to Article 29c of the Ordinance on measures in connection with the situation in Ukraine (SR 946.231.176.72, «Ordinance»)

Project number/project title/project name:

Name of the contracting authority:

1. **I/we**, as authorised representative(s), hereby **confirm** that the tenderer

Name and legal form	
Business address	
Contact person	
Telephone number	E-mail

and the subcontractors or providers called upon by us / me that account for more than 10% of the contract value,

do not fall under **the persons or companies referred to in Art. 29c of the Ordinance, which have a connection with the Russian Federation** in terms of said Ordinance article,

- a) through the Russian nationality¹, residence or establishment of the tenderer in Russia,
- b) through the participation in the tenderer, via the direct or indirect holding of more than 50% of shares of a natural person or a company to which one of the criteria under letter a applies,²
- c) through the tenderer acting on behalf of or at the instruction of persons or companies to which the criteria under letters a and/or b apply.

2. **I/we** confirm and ensure that also during the contract period no **subcontractors or providers falling under the above-mentioned group of persons** and accounting for more than 10% of the contract value will be called upon.

Legal notice: Deliberately false or misleading information on this form may result in administrative sanctions as well as consequences under procurement law.

Place and date

Full name

Signature(s)

*This document must be submitted to the **contracting authority**.*

¹ With the exception of Russian nationals residing in Switzerland.

² With the exception of tenderers that were established in Switzerland before 31 August 2022 and were already more than 50% directly or indirectly owned by persons to which one of the criteria in letter a applies before 31 August 2022.



GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC) OF THE SWISS FEDERAL DEPARTMENT OF FOREIGN AFFAIRS (FDFA) FOR MANDATES (TYPE A AND B)

1 Scope of application

1.1 The General Terms and Conditions of Business (GTC) govern the conclusion, content and performance of mandates (type A and B) between the Swiss Confederation, acting through the Swiss Federal Department of Foreign Affairs (FDFA, hereinafter referred to as the Ordering Party) and the Contractor.

1.2 By submitting its offer, the Contractor accepts these GTC.

2 Contractor

2.1 Contractors may be one or several natural persons or legal entities as well as one or several trading companies under Swiss or foreign law.

2.2 If the Ordering Party concludes the contract with several persons, these collectively constitute a consortium. In written form, the consortium shall designate the person who represents the consortium vis-à-vis the Ordering Party. The representative is solely authorised to act in the name of and for the account of the members of the consortium.

The contract must be signed by all members of the consortium. The consortium members shall be jointly and severally liable.

3 Phase prior to contract conclusion

3.1 Until the contract is concluded, a withdrawal from negotiations shall have no financial consequences. Each party shall bear its own expenses.

3.2 Unless otherwise indicated in the request for offer, the offer is to be drawn up free of charge.

3.3 The offer is binding during the period indicated in the request for offer. Unless otherwise indicated, a deadline of six months from receipt of the offer shall apply.

4 Service provision

4.1 The Contractor undertakes to perform the contract professionally and with due care, while safeguarding the interests of the Ordering Party. The Contractor undertakes to follow the instructions issued by the Ordering Party.

4.2 The Contractor undertakes to comply with the applicable legal requirements and to use the financial and technical resources available in the best possible manner.

4.3 The services to be provided under the contract shall be delivered by the Contractor in person or the Contractor's employees. Unless otherwise agreed, the Contractor must not transfer responsibility for

performing the contract to third parties (suppliers, subcontractors or substitutes).

4.4 If the contract (budget) designates specific employees (key personnel) to fulfil the contract, they must perform the service personally. Such persons may be exchanged only with the prior written consent of the Ordering Party.

4.5 The Contractor shall deploy only carefully selected and suitably qualified personnel. At the Ordering Party's request, the Contractor shall, within a reasonable period, replace employees who do not have the required expertise or will otherwise obstruct the fulfilment of the contract. If the Contractor is obliged to hire employees in order to fulfil the contract, it must do so by applying a transparent and fair recruitment process based on objective criteria.

4.6 If the Contractor is authorised to transfer fulfilment of the contract to third parties (suppliers, subcontractors or substitutes), it shall conclude subcontracting agreements with them. These must accord with the contract and be within the defined budget parameters. The conditions granted to third parties must be no more advantageous than those granted by the Ordering Party to the Contractor.

4.7 The Contractor shall inform the Ordering Party at regular intervals on the progress of work. It shall immediately advise the Ordering Party in writing of any circumstances likely to affect or jeopardise performance under the contract.

4.8 The Ordering Party or a third party designated by the Ordering Party, as well as the Swiss Federal Audit Office, have the right to verify fulfilment of the contract and to examine all relevant documents at any time, and to request any information about it.

4.9 The Contractor shall submit to the Ordering Party the requested operational and financial reports (statements of expenses, audits, etc.) in the contractually agreed form and on the contractually agreed dates.

4.10 The Contractor shall abide by the principles of orderly book-keeping. It shall observe the applicable national regulations and accounting standards of the country in which it has its domicile/head office, for instance the International Financial Reporting Standards.

4.11 The following conditions apply to the purchase and handling of materials:

a. If materials which are required to fulfil the contract and are listed in the budget are procured by the Contractor, this shall be done in the name of the Contractor and for the account of the Ordering Party. In this case the purchase contracts shall be negotiated by the Contractor and submitted to the

Ordering Party for approval before signing. The related invoices shall be sent to the Contractor, which is responsible for complying with the contractual obligations. Discounts and refunds which are granted to the Contractor when purchasing the materials shall constitute a reduction in costs.

b. The Contractor is the owner of the material provided there are no other contractual provisions (e.g. rental of material). If there is a breach of contract, in particular a breach of letter c below or any other risk to the material, the Contractor agrees to transfer upon written request from the Ordering Party any ownership. The Contractor is obliged to make this transfer immediately and to draw up a handover protocol for the material.

c. The Contractor shall handle the materials with care and keep an inventory of such materials. If the materials are returned or passed on, the Contractor must submit a record of the handover.

d. Before the contract expiry date, the Ordering Party shall decide on the further use of the material and the allocation of any profits. The Contractor shall record any income in the final statement.

4.12 In fulfilling the contract, the Contractor must always clearly state that it is acting on behalf of the Swiss Confederation. In all public statements it shall mention that it is carrying out a 'Swiss Confederation project'. The Contractor must also comply with the Swiss federal government's corporate design ('CD-Bund') guidelines.

5 Remuneration and Billing

5.1 Remuneration shall be made in accordance with Article 2 of the contract. The Contractor shall charge for the services on the basis of time spent, subject to a cost ceiling. In charging for its services, the Contractor may not exceed the cost ceiling. The Remuneration stipulated in the contract shall cover all services required to perform the contract. It shall cover, in particular, all ancillary services, all costs stipulated in the contract in connection with materials, packaging, transport, insurance, the assignment or use of rights and documentation, secretarial and infrastructure costs (overheads), social security payments, expenses, fees and public charges. Any value added tax or import tax due shall be payable together with the payment, but itemised separately in the offer, contract and invoices. Inflation is not taken into account, unless otherwise agreed.

5.2 The Contractor is obliged to submit an electronic bill to the Ordering Party if the contract value exceeds CHF 5,000 (excl. VAT), except for local contractors of the FDFA's representations abroad.

Information on the electronic billing system is available at www.e-rechnung.admin.ch.

5.3 With the exception of any advance payment, payments shall be made in accordance with Article 3 of the contract (payment plan) within 30 days of the Ordering Party's approval of the respective operational and financial reports.

5.4 Expenses for accommodation and meals are according to the Fact sheet on compensation for fees and expenses of December 2015, which is part of the

contract (available at: <https://www.eda.admin.ch/eda/en/fdfa/fdfa/auftraege/informationen-downloads/contract-documents-fdfa.html>). The rates are offered by the Contractor.

6 Taxes and charges (incl. value added tax, VAT)

6.1 The Contractor shall pay all legally required taxes and levies arising from the contract, including value added tax (VAT).

6.2 If the contractually agreed services are subject to VAT, the Contractor must inform the Ordering Party immediately. For services subject to VAT which are provided by third parties, the Contractor must make a pre-tax deduction i.e. it shall deduct the VAT charged by third parties on their invoices.

6.3 The Contractor is the only responsible to refund the VAT according to the laws of the respective partner country.

7 Property rights

7.1 Unless otherwise contractually agreed, all property rights (intellectual property and related rights as well as prospective entitlement to such rights) to the work produced in the fulfilment of the contract belong to the Ordering Party, subject to any non-assignable personality rights under intellectual property law.

7.2 The Ordering Party has the unlimited right to dispose of all the results of the work whenever, wherever and however it wishes. The right of disposal covers all possible current and future rights of use, e.g. exploitation, publication, sale and modification. The Ordering Party may contractually agree to grant the Contractor rights of use to the results of the work.

7.3 Pre-existing rights of the parties remain unaffected. If pre-existing intellectual property rights of the Contractor are exercised in fulfilment of the contract, the Ordering Party shall be granted a non-exclusive, transferable right of use for an unlimited time, irrespective of location and content, which enables it to exercise the rights of use and disposal as set out in clause 7.2.

7.4 The Contractor undertakes to regulate collaboration with third parties so that any third-party proprietary rights, or rights of exploitation and use are transferred to the Ordering Party in the predefined scope.

7.5 The Contractor warrants that it and any third parties appointed by it hold all rights required in order to provide the services. The Contractor undertakes to defend any third-party claims related to infringement of proprietary rights at its own cost and risk. If a third party initiates proceedings against the Contractor, the Contractor must immediately inform the Ordering Party in writing to this effect. If the third party lodges claims directly with the Ordering Party, the Contractor shall at the request of the Ordering Party get involved in the dispute. The Contractor shall bear all costs (incl. payments of damages) arising for the Ordering Party from the proceedings and any out-of-court settlement.

8 Workplace health and safety provisions and employment conditions, equal salary treatment for men and women, and environmental law

8.1 For services provided in Switzerland within the framework of contract performance, the Contractor shall comply with the workplace health and safety provisions and employment conditions applicable at the place of performance, the notification and authorisation duties in accordance with the Federal Act of 17 June 2005 on Measures to Combat Illegal Employment (IEA)¹, the provisions on the equal treatment of men and women in terms of equal pay and the environmental law. The employment conditions shall be deemed to encompass collective and standard employment contracts or, where no such contracts exist, the actual employment conditions customary for the location and occupation.

8.2 For services provided abroad within the framework of contract performance, the Contractor shall comply with the provisions applicable at the place of performance, but as a minimum with the Core Conventions of the International Labour Organization (ILO), as set out in Annex 6 of the PPA.²

8.3 If the Contractor second workers from a foreign country to Switzerland to provide the services, compliance with the provisions of the Posted Workers Act³ of 8 October 1999 must be ensured.

8.4 For services provided in Switzerland within the framework of contract performance, the Contractor shall comply with the provisions of Swiss environmental law applicable at the place of performance, namely the Environmental Protection Act (EPA)⁴, the Waters Protection Act (WPA)⁵, the Nature and Cultural Heritage Act (NCHA)⁶, the Forest Act (ForA)⁷ and the Chemicals Act (ChemA)⁸, as well as the ordinances based thereon.

8.5 For services provided abroad within the framework of contract performance, the Contractor shall comply with the environmental protection provisions applicable at the place of performance, but at least with the agreements on the environment in accordance with Annex 2 of the PPO⁹ that are relevant for the Contractor's performance.

8.6 If the contractor itself or a third party engaged by it violates obligations arising from this section 8, it shall be liable to pay a contract penalty unless it proves that it is not at fault. The penalty shall amount to 10% of the agreed maximum total remuneration including optional goods/services, or 10% of the remuneration agreed for the subsequent 12 months in the case of permanent contracts, or 10% of the remuneration for the preceding 12 months in the case of a shorter remaining contract term, but at least CHF 3,000 per violation and no more than a total of CHF 100,000 per contract; in the case of a framework contract, this upper limit shall apply once for the entire contractual relationship.

¹ SR 822.41

² SR 172.056.1

³ SR 823.20

⁴ SR 814.01

⁵ SR 814.20

Payment of the contract penalty shall not release the contractor from compliance with contractual obligations and shall be offset against any claims for damages.

9 Social security and other insurance

9.1 With regard to social security, the following applies to self-employed natural persons, partnerships and legal entities (Mandate Type B):

a. The Ordering Party is under no obligation to make social security contributions (for Switzerland: Old Age and Survivors' Insurance/AHV, invalidity insurance/IV, loss-of-earnings insurance/EO, obligatory accident insurance/UVG, obligatory occupational pension plan/BVG) or any other compensatory benefits for illness, accident, invalidity and death. The Contractor must insure itself and its employees against the economic consequences of such risks in the country in which it customarily operates and in the country of assignment, including relocation to the country in which it customarily operates. The cost of insurance premiums shall be borne by the Contractor.

b. Self-employed natural persons shall provide the Ordering Party with an official confirmation that proves their self-employed status. If the activity governed by this contract is subsequently classified by the responsible compensation fund as non-self-employed, the Contractor undertakes to refund to the Ordering Party the employer contributions payable by the latter to the social insurance authorities.

9.2 The relevant social security provisions apply to non-self-employed natural persons (Mandate Type A): the Ordering Party shall pay the employer's contributions and deduct the employee's contributions to statutory social security schemes directly (for Switzerland: AHV/IV/EO/ALV/UVG/BVG), insofar as they are legally payable. The Ordering Party shall pay the relevant contributions once the Contractor has reported its AHV number.

9.3 The Contractor shall, at its own expense, take out appropriate and reasonable liability and theft insurance (in particular, covering the use of, damage to and loss of the materials in accordance with clause 4.11). At the Ordering Party's request, the Contractor shall produce an insurance certificate to this effect.

10 Confidentiality

10.1 The parties shall treat as confidential all facts and information which are not widely known or in the public domain and which, due to their nature, the parties have an interest, in good faith, in keeping confidential. If in doubt, facts and information must be handled as confidential.

10.2 The confidentiality obligation will not apply to the Ordering Party if it is obliged to publish the following

⁶ SR 451

⁷ SR 921.0

⁸ SR 813.1

⁹ SR 172.056.11

facts and information: name and address of the Contractor, object of the procurement and value of the contract, tender procedure carried out, date of contract conclusion and commencement, and timeframe of contract performance. This shall be without prejudice to the mandatory duties of disclosure under Swiss law (e.g. under the Freedom of Information Act,¹⁰ the Public Procurement Act¹¹ and the Public Procurement Ordinance¹²).

10.3 The confidentiality obligation shall apply prior to conclusion of the contract and remain in force after the contract expires.

10.4 Unless written consent is given by the Ordering Party, the Contractor must not advertise the fact that a cooperative relationship exists with the Ordering Party nor give the Ordering Party as a reference.

10.5 If one of the parties violates the confidentiality obligations above, it shall be liable to pay a contract penalty to the other party unless it proves that it is not at fault. Per violation, the penalty shall amount to 10% of the maximum total agreed remuneration including optional goods/services, or 10% of the remuneration agreed for the subsequent 12 months in the case of permanent contracts, or 10% of the remuneration for the preceding 12 months in the case of a shorter remaining contract term, but no more than CHF 50,000 in total per case. Payment of the contract penalty shall not imply release from compliance with contractual obligations and shall be offset against any claims for damages.

10.6 Irrespective of these confidentiality agreements, the contractor and persons acting on its behalf may be deemed auxiliaries of an authority and thus be subject to official secrecy. A breach of official secrecy is punishable under Article 320 of the SCC¹³.

11 Data protection and data security

11.1 The parties undertake to observe the provisions of the Swiss Data Protection legislation and to ensure that any data arising in connection with the performance of the contract is effectively protected from access, inspection or processing by unauthorised third parties.

11.2 If the contractor is provided with data of the client within the scope of contract performance, the contractor shall be obliged to return such data after termination of the contract and to irrevocably delete or destroy it on both primary and secondary media (test or backup media, etc.). The deletion or destruction of the data shall be carried out in accordance with the currently recognised state of the art and shall be confirmed to the client in writing upon request. The return, deletion or destruction of the data must take place within 30 days after contract termination. If the data on backup media cannot be deleted, the backups must be protected in accordance with the recognised state of the art and must be deleted or destroyed within one year at the latest. If the contractor is subject to a legal obligation to retain data, the return, deletion or destruction of

the data subject to this retention obligation must take place within 30 days after the end of the retention period.

11.3 Any right of the client to audit the contractor's security measures with regard to data protection and data security shall be the subject of a separate contractual agreement between the parties.

11.4 Personal data may only be processed for the purposes of, and to the extent required for, the performance and implementation of the contract. The Contractor acknowledges that the Ordering Party shall evaluate the quality of the services provided.

12 Default

12.1 If the contractor fails to meet firmly agreed deadlines (expiry date transactions), it shall immediately be deemed to be in default, and in all other cases upon receiving a reminder.

12.2 If the contractor is in default, it shall be liable to pay a contract penalty unless it proves that it is not at fault. The penalty shall amount to 0,1% per commenced calendar day of delay, but no more than a total of 10% of the maximum total remuneration including optional goods/services per contract and case of default, or 10% of the remuneration agreed for the subsequent 12 months in the case of permanent contracts, or 10% of the remuneration for the preceding 12 months in the case of a shorter remaining contract term at the beginning of the default. It shall be owed even if the goods/services are accepted subject to a corresponding reservation. Payment of the contract penalty shall not imply release from compliance with contractual obligations and shall be offset against any claims for damages.

13 Liability

13.1 The parties shall be liable for all damages they cause the other party unless they prove they are not at fault. Liability for personal injury shall be unlimited. In every case, liability shall be limited to the actual and substantiated extent of the damage. Liability for loss of profit is excluded.

13.2 The parties shall be liable for the conduct of their employees and any third parties called upon (e.g. suppliers, subcontractors and substitutes) in the same way as for their own conduct.

13.3 The contractor shall impose the obligations set out in sections 4 (deployment of employees), 8 (workplace health and safety rules, working conditions, equal pay and environmental law), 10 (confidentiality) and 11 (data protection and data security).

14 Contract amendment, termination and partial invalidity

14.1 Amendments and supplements to the contract and its Annexes, as well as its termination, must be made in writing.

¹⁰ SR 152.3

¹¹ SR 172.056.1

¹² SR 172.056.11

¹³ SR 311.0

14.2 The contract may be terminated in writing by either party at any time. The services provided until the date of termination of the contract shall be compensated. The right is reserved to claim damages in connection with termination of the contract at an inopportune juncture. Compensation for loss of profit is excluded.

14.3 If individual provisions of the contract prove to be invalid or unlawful, this shall not affect the validity of the contract. In such cases, the provision in question shall be replaced by an effective provision that is as equivalent as possible in economic terms. The same shall apply in the event of a gap in the contract.

15 Assignment and pledging

The rights due to the Contractor from this contract may not be assigned or pledged without the written consent of the Ordering Party.

16 Final provisions

16.1 The sole applicable law is substantive Swiss law.

16.2 The exclusive place of jurisdiction shall be **Bern**, Switzerland.



GENERAL CONDITIONS OF THE FEDERAL DEPARTMENT OF FOREIGN AFFAIRS FOR LOCAL MANDATES

1. Phase Prior to Contract Conclusion

- 1.1 Up to the conclusion of the contract, withdrawal from the negotiations by either of the parties shall entail no financial obligation, each of the parties being responsible for its own expenses.
- 1.2. In case of tenders, the tender, including presentations, shall not be subject to payment, unless the call for tenders provides otherwise. The tender shall bind the contractor for the six months following the submittal.

2. General Provisions

- 2.1. The contractor may neither cede nor bond any claim arising from this contract to a third party.
- 2.2. Should the Federal Department of Foreign Affairs (hereinafter "the FDFA") conclude the contract with several mandatories (consortium), the contract must be signed by all parties.

Before signing the contract, the consortium shall designate in writing a person to represent the consortium vis-à-vis the FDFA. The representative is expressly authorised to conduct legal acts on behalf of the consortium.

The consortium members shall be jointly and severally liable.

- 2.3. The contractor must at all times clearly state that he or she is acting within the framework of Swiss international cooperation and humanitarian aid. All publications must refer to any such activities as "FDFA activities performed by the contractor" and comply with the FDFA's Corporate Design guidelines.

3. Subcontracting

- 3.1. The contractor shall inform the FDFA in advance regarding the conclusion of any subcontracting agreement that relates to the execution of the assignment as a whole or of significant parts of it. Every subcontracting agreement must comply with this contract, particularly with respect to the Budget and the rates.
- 3.2. On demand, the contractor shall provide the FDFA with a copy of the contracts and terms of reference agreed with the third parties (e.g. subcontractor(s)).
- 3.3. The FDFA is obligated only to the contractor. Agreements concluded by the contractor with third parties entail no obligations on the part of the FDFA.

4. Duties of the Contractor

- 4.1. The contractor shall undertake to carry out the present contract with due care and diligence and to fully safeguard the interests of the FDFA. (S)he observes the applicable law, rules and regulations.
- 4.2 The contractor shall comply with the environmental protection provisions applicable at



the place of performance, but at least with the agreements on the environment in accordance with Annex 2 to the PPO¹ that are relevant for the contractor's performance.

The contractor is obliged to contractually impose this requirement on third parties involved.

If the contractor itself or a third party engaged by it violates obligations arising from art. 4, it shall be liable to pay a contract penalty unless it proves that it is not at fault. The penalty shall amount to 10% of the agreed maximum total remuneration including optional goods/services, but at least CHF 3,000 per violation and no more than a total of CHF 100,000. Payment of the contract penalty shall not release the contractor from compliance with contractual obligations and shall be offset against any claims for damages.

- 4.3. The contractor works in favour of continuing good relations between Switzerland and the Partner Country.
- 4.4. The contractor and her/his personnel shall not engage, even without payment, in any accessory activities, which might be detrimental to the execution of the contract.

5. Collaboration between the FDFA and the Contractor

- 5.1. The FDFA alone shall be competent to issue directives to the contractor.
- 5.2. The contractor shall inform the FDFA immediately and in writing of any exceptional situation arising during the execution of the contract, which may endanger its realization and/or require substantial modification of its aims.

6. Personnel

- 6.1. The contractor shall be responsible for the recruitment of the personnel for this assignment.

Hereby, s/he shall apply the principles of transparency and fair competition, use objective criteria in decision making and engage only employees with appropriate qualifications.

- 6.2. The contractor shall comply with the working conditions and safety regulations applicable at the place of performance, but as a minimum with the core conventions of the International Labour Organisation in accordance with Annex 6 to the PPA².
- 6.3. The contractor shall conclude written contracts of employment with the personnel required to execute the contract, compliant with the applicable provisions of labour law. It shall guarantee gender equality, in particular with regard to equal wages, terms and conditions of employment, and workplace security conditions. The employment conditions must not be more favourable than those applying to the FDFA, and must provide for adequate social benefits (insurance, vacation, etc.).
- 6.4. The contractor shall contractually impose the obligations in art. 6.2 and 6.3 on the third parties involved.
- 6.5. **If the contractor itself or a third party engaged by it violates obligations in art. 6.2., 6.3. or 6.4, it shall be liable to pay a contract penalty unless it proves that it is not at fault. The penalty shall amount to 10% of the agreed maximum total remuneration including optional goods/services, but at least CHF 3,000 per**

¹ SR 172.056.11

² SR 172.056.1



violation and no more than a total of CHF 100,000. Payment of the contract penalty shall not release the contractor from compliance with contractual obligations and shall be offset against any claims for damages.

- 6.6. The contractor is solely responsible for the safety of his staff involved in this assignment and for setting up an appropriate security management system.
- 6.7. Any change to the scientific and managerial personnel listed in the Budget shall be approved by the FDFA in advance.

7. Insurance, Social Security, VAT and other Taxes

- 7.1. The contractor shall insure her/himself as well as her/his staff against any risks arising from illness or accident. The respective insurance premiums shall be covered by the contractor.
- 7.2. The contractor shall be bound to deduct social security contributions, as stipulated by law in respect of her/himself and her/his associates or employees, as are due to the social insurance institutions according to applicable law and to pay such contributions to the respective institutions.
- 7.3. Generally, FDFA's assignments are tax exempted if there is a Framework and/or Project Agreements between Switzerland and the Partner Country which foresee this exemption.

Should competent authorities declare the present assignment as not tax exempted, the contractor immediately informs the FDFA. Any changes to the budget are subject to examination and approval by the FDFA.

The remuneration of the contractor is only subject to VAT under the conditions of the Swiss law on VAT.

- 7.4. If the present assignment is subject to taxes, the contractor shall be solely responsible for the payment of all taxes and fees provided for by applicable law, including VAT.
- 7.5. If the budget amounts to CHF 50,000 or more, the contractor shall, at his own cost, take out appropriate and adequate commercial liability insurance.

8. Procurement

In case of procurement of services or/and goods, the contractor shall apply the principles of transparency and fair competition, based on price and quality, as well as all respective legal provisions.

9. Material

- 9.1. The contractor shall be responsible for purchasing the material necessary to perform the mandate and defined in the budget in his/her name and for the account of the FDFA or the Partner Country, pursuant to the provisions of the present contract. Invoices must be addressed to the contractor.
- 9.2. The contractor is the owner of the material provided there are no other contractual provisions (e.g. rental of material). If there is a breach of contract, in particular an infringement of Art. 9.3 below or any other risk to the material, the contractor agrees to transfer upon written request from the FDFA any ownership. The contractor is obliged to make this transfer immediately and to draw up a handover protocol for the material.



- 9.3. The contractor shall treat the material in an appropriate and careful manner. (S)he shall keep an up-to-date inventory thereof.
- 9.4. Discounts and rebates on the procurement of material are considered as cost reductions. The utilization of revenues from the sale of material shall be decided in consultation with the FDFA. Such income has to be stated in the final statement of accounts.

10. Payments, Interests

In Principle, payments by the FDFA shall be made at average due date. If they are not made at average due date, any gross interest arising on the bank account shall be deemed income and accounted for in the same way as other payments made by the FDFA, and shall be deducted at the time of the final payment.

11. Statements of Accounts, External Financial Review

- 11.1. On the dates stipulated and in accordance with the terms of the Contract, the contractor shall present statements of accounts to FDFA.
- 11.2. The statements of accounts shall give a detailed list of expenditure. They shall provide information on the following points:
- a) the function of the payee in the assignment framework together with the classification in the appropriate category of remuneration;
 - b) an exact description of the time utilized and of the nature of the work done. The establishment's time-control sheets or cards should be attached;
 - c) in the case of subcontracting, the subcontractor's detailed invoice, including related vouchers.
- 11.3. According to the FDFA instructions, the contractor shall provide the receipts and vouchers (original or copy).
- 11.4. If the contract provides for an external financial audit / review (art. 3 of the contract), such an audit shall be carried out by an independent auditing firm and approved by the FDFA according to the standard terms of reference. The cost of the audit / review report is contained in the supplement paid for common costs. The final payment takes place after the final accounts and the audit / review report have been approved.

12. Assignment Evaluation

The contractor takes note that the FDFA may evaluate the quality of the services provided and agrees that this data will be treated within the FDFA in accordance with the Federal Law on Data Protection of 20 September 2020³.

13. Operational Reports

- 13.1. The operational reports must contain information on assignment progress, the extent to which the aims of the assignment have been achieved, the impact of the assignment, activity reports, and an account of the facts and proposals for the solution of unresolved problems.
- 13.2. The reports shall be drafted in terms understandable to non-scientific experts. They should be empirically verifiable and usable. Issues not suitable for a report to the Government of the Country of assignment should be dealt with in a separate report to

³ SR 235.1



the FDFA.

14. Property rights

- 14.1. Within the framework of the contract, the result of the work of the contractor, including rights of use and of exploitation as well as all intellectual property rights, including copyright and their dissemination, are the property of the FDFA. At the explicit request of the contractor, the latter's participation may be mentioned by the FDFA. In addition, the FDFA may, pursuant to a separate agreement, authorize the contractor to use and/or exploit such intellectual property rights either free of charge or against remuneration.
- 14.2. The contractor shall undertake to meet all demands by third parties concerning any breach of intellectual property rights and to pay any expenses arising from such violation, including any indemnification.
- 14.3. The FDFA shall undertake to inform the contractor immediately of any claim for indemnification, as well as to provide him/her with all necessary documents for her/his defense, unless otherwise stipulated in the law.

15. Confidentiality

- 15.1. All verbal and written communication, and any excerpt from it, between the FDFA, other administrative bodies of Switzerland, and the contractor shall be confidential. All documents relating to the contract, information, and data resulting from the contract which are supplied to the contractor in connection with the contract or which the contractor may have elaborated, are confidential and must not, either in whole or in part, be made accessible to third parties unrelated to the contract or used for purposes other than those for which they were supplied or elaborated. The contractor shall draw the attention of her/his staff to the confidentiality.
- 15.2. The confidentiality obligation will not apply for the FDFA if it is obliged to publish any information relating to the contract, as well as the following facts and information: name and address of the contractor, item(s) procured and mandate value, award procedure carried out, date of contract conclusion and commencement, and timeframe of contract execution. This shall be without prejudice to the mandatory duties of disclosure under Swiss law (e.g. as per the FoIA⁴, PPA⁵, PPO⁶).
- 15.3. Any publication and/or communication relating to the mandate must be object of prior authorization in writing by the FDFA. If the FDFA authorizes the contractor to supply information on the contract, the contractor must provide such information accurately.
- 15.4. The provisions described above shall remain valid after the termination of the assignment.
- 15.5. The contractor shall impose the obligations regarding confidentiality contractually on third parties.
- 15.6. **If one of the parties violates the confidentiality obligations above, it shall be liable to pay a contract penalty to the other party unless it proves that it is not at fault. Per violation, the penalty shall amount to 10% of the maximum total agreed remuneration including optional goods/services, but no more than CHF 50,000 in total per case. Payment of the contract penalty shall not imply release from**

⁴ SR 152.3

⁵ SR 172.056.1

⁶ SR 172.056.11



compliance with contractual obligations and shall be offset against any claims for damages.

15.7. Irrespective of these confidentiality agreements, the contractor and persons acting on its behalf may be deemed auxiliaries of an authority and thus be subject to official secrecy. A breach of official secrecy is punishable under Article 320 of the SCC⁷.

16. Data protection and data security

16.1. The parties undertake to comply with the provisions of Swiss data protection legislation and to effectively protect data arising in the framework of contract performance against unauthorised access by third parties.

16.2. If the contractor is provided with data of the FDFA within the scope of contract performance, the contractor shall be obliged to return such data after termination of the contract and to irrevocably delete or destroy it on both primary and secondary media (test or backup media, etc.). The deletion or destruction of the data shall be carried out in accordance with the currently recognised state of the art and shall be confirmed to FDFA in writing upon request. The return, deletion or destruction of the data must take place within 30 days after contract termination. If the data on backup media cannot be deleted, the backups must be protected in accordance with the recognised state of the art and must be deleted or destroyed within one year at the latest. If the contractor is subject to a legal obligation to retain data, the return, deletion or destruction of the data subject to this retention obligation must take place within 30 days after the end of the retention period.

16.3. Any right of FDFA to audit the contractor's security measures with regard to data protection and data security shall be the subject of a separate contractual agreement between the parties.

16.4. The contractor shall impose the obligations regarding data protection and data security on third parties.

17. Default

17.1. If the contractor fails to meet firmly agreed deadlines (expiry date transactions), it shall immediately be deemed to be in default, and in all other cases upon receiving a reminder.

17.2 If the contractor is in default, it shall be liable to pay a contract penalty unless it proves that it is not at fault. The penalty shall amount to 0,1% per commenced calendar day of delay, but no more than a total of 10% of the maximum total remuneration including optional goods/services per contract and case of default. It shall be owed even if the goods/services are accepted subject to a corresponding reservation. Payment of the contract penalty shall not imply release from compliance with contractual obligations and shall be offset against any claims for damages.

18. Premature Termination of the Contract

18.1. In the event of premature termination, the Parties shall take all possible measures to reduce the costs of the termination of the contract. The contractor must draw up a final report and final statement of accounts detailing the project costs including the costs related to the premature termination of the project. If a lump sum is payable, it shall be calculated on the basis of the effective duration (including the costs of interruption).

⁷ SR 331.0



18.2. In case of premature termination, the FDFA shall not be liable for any loss of profit of the contractor.

19. Final Provisions

19.1. All relevant operational and financial documentation shall be kept by the contractor for a period of at least 10 years after the termination of the assignment, even if local legislation requires a shorter period.

19.2. Operational documentation includes the operational reports, the contract and its amendment(s), field visit reports and any other document established in connection with the execution and monitoring of the assignment.

19.3. Financial documentation consists of the books of accounts (general ledger, sub-ledger, journals, Project accounts, etc.), all accounting vouchers, audit reports, and any other document, including correspondence related to the assignment.



Code of Conduct for Contractual Partners of the FDFA

The Federal Department of Foreign Affairs (FDFA) and its foreign policy are guided by the general objective of defending the independence, security and prosperity of Switzerland. In pursuing these interests, the FDFA promotes in particular the following values:

- ◆ combating hardship and poverty
- ◆ respecting human rights
- ◆ democracy
- ◆ peaceful coexistence
- ◆ the preservation of natural resources
- ◆ gender equality.

All individuals, companies or other entities that work together with the FDFA are obligated to contribute to the promotion of these values and to act in accordance with them, as well as with the legal order. This applies both to professional contexts and to private matters that have an influence on the professional domain.

The Code of Conduct outlines the attitude and the behaviour that the FDFA expects from its contractual partners (providers of goods and services, consultants, contractors, organisations responsible for implementing projects and/or recipients of contributions, etc.) in Switzerland as well as abroad.

It is binding, and an integral part of all contractual agreements made between the FDFA and its partners. In signing their contract, partners take on the commitment to observe the Code of Conduct, to ensure observance by their personnel and their subcontractors, and to behave accordingly. Any action violating the Code of Conduct may entail an enquiry and the imposition of measures relating to non-compliance with contractual obligations, or of other measures.

The FDFA does not tolerate any behaviour that is punishable by law or an infringement of the rules, in particular those of good governance, whether on the part of its employees, or of third parties with which it has a contractual agreement.¹

¹ Cf. Art. 6 of the [Code of Conduct of the Federal Administration](#)



The Components of the Code of Conduct

Values and interests of the FDFA

The contractual partners of the FDFA always provide their full support for the success of the activities of the FDFA, and for the effective implementation of the policies and strategies adopted by it.

They regularly reflect upon their actions and behaviour, and on those of their employees, colleagues and subcontractors. They ensure that they act in conformity with the values of the FDFA.

Exercising power

The contractual partners of the FDFA are fully aware of the power inherent in their role. They make decisions in a responsible manner, giving due consideration to their cooperation with the FDFA and to its interests.

Their decisions are transparent and entirely unprejudiced.

Conduct abroad

The contractual partners of the FDFA respect foreign laws.

They adapt their behaviour, appearance and verbal expression to the function that they exercise and to the customs of the host country.

Conduct towards the population and colleagues

The contractual partners of the FDFA demonstrate respect in their relations with others. They reject any form of disrespectful social contact and abstain from any activity that could be interpreted as disparaging, degrading, threatening, such as sexual harassment.

They respect the privacy of their partners, acquaintances and colleagues, and pay attention to local norms and conventions.

In both word and deed, the contractual partners of the FDFA refrain from abusing their hierarchical, material or social position in any way, and decisively strive to counter all forms of discrimination, particularly those relating to ethnic or religious background, gender, age, language, illness or physical or mental disability, as well as all forms of sexual exploitation, particularly of children and adolescents. In addition, the contractual partners of the FDFA abstain from any incitement to violence or hatred.



Public appearances

The contractual partners of the FDFA are aware that, even as private individuals, they are subject to public interest and that their statements may elicit undesired consequences.

They refrain from making accusations, provocative statements or spreading rumours. They give due consideration to their cooperation with the FDFA and to its interests in their communications, particularly via the internet or social media.

Transparency

The contractual partners of the FDFA ensure that their professional actions and their motivations are comprehensible and transparent.

Means, assets and confidentiality

The contractual partners of the FDFA make use of the means and assets of the FDFA and its partners according to the contractual agreements and legal stipulations, and ensure that the financial means entrusted to them are employed in a legal, economic and efficient manner in the pursuit of the agreed objectives. Within the field of cooperation and development, they are particularly attentive to achieving the expected impact on the population, institutions and systems at local level, within the agreed budgetary framework.

They use the materials entrusted to them and the official logo of the Swiss Confederation solely for professional purposes, any private use being subject to a formal agreement. In all cases, they treat them with care and diligence.

The contractual partners of the FDFA share their knowledge, while paying attention to confidentiality in matters of data protection and sensitive information brought to their attention within the context of their cooperation with the FDFA.

Conflicts of interest and duty of disclosure

The contractual partners of the FDFA are able to fulfil their professional obligations without being influenced by their personal interests.

They avoid any conflict between their personal interests and those of the FDFA. They forego their own interests and contribute to the resolution of potential conflicts of interest, giving due consideration to their cooperation with the FDFA and to its interests.

If a conflict or an apparent conflict of interests is unavoidable, they immediately inform the FDFA.



Use of non-public information

The contractual partners of the FDFA do not use non-public information that they have acquired within the context of their cooperation with the FDFA to their own direct or indirect personal advantage, nor do they use it to give such an advantage to third parties.

They do not give recommendations or hints based on such information to anyone. This rule is particularly applicable when it can be expected that divulging non-public information will influence the prices of securities or currency exchange rates.

Corruption and accepting gifts or other benefits

The contractual partners of the FDFA do not misuse their position to obtain personal benefit, nor to give advantages to third parties.

They avoid passive or active corruption in any form.

They do not accept gifts, invitations or other favours that may afford them or third parties an unfair material or immaterial advantage, or that may compromise their integrity, freedom of action, or impartial judgement.

Security

The contractual partners of the FDFA abstain from any actions that may place them and/or others in a dangerous situation, or that may compromise their relationship with the FDFA and its interests.

Health

Within the context of executing their contractual obligations to the FDFA, the contractual partners strive to maintain a healthy balance between their professional and private life.



Reporting a violation of the Code of Conduct

The Compliance Office of the FDFA is the centralised body that is responsible for dealing with cases of offenses and irregularities reported by employees, contractual partners or third parties.

Any contractual partner of the FDFA who feels forced to take action running contrary to this Code of Conduct or who is aware of a violation of it must immediately report the matter to the operational unit concerned within the FDFA. That unit will then pass the report on to the Compliance Office of the FDFA.

Any person in possession of information concerning unlawful acts, irregularities or abuses relating to the FDFA's activities can report it, anonymously or not, on the whistleblowing platform (<https://eda.integrityline.org/>). The system uses encryption protocols and other security measures to guarantee the person anonymity. In addition, an inbox allows them to exchange messages directly with the Compliance Office while retaining their anonymity.

Every report made in good faith is treated in confidence, and the identity of the whistleblower is protected. Acts of a criminal nature will be passed on to the competent authorities, in accordance with the obligation to report under Article 22a of the Federal Act on the Personnel of the Swiss Confederation.

The FDFA encourages its contractual partners to create an internal reporting procedure that enables their employees and subcontractors, as well as third parties, to report instances of wrongdoing to the management or to an independent body, whilst guaranteeing them confidential treatment and protection against retaliatory measures.

The Compliance Office of the FDFA is available for consultation in cases of doubt or questions relating to the Code of Conduct.