



Contract

between the Swiss Confederation,
represented by:

State Secretariat for Economic Affairs (SECO), as Contracting Entity
Holzikofenweg 36
3003 Bern, Switzerland

and

Company as Contractor
Street, house no
Postal code, Town, Country

regarding: SAM Coordination in Vietnam, Bolivia, Cameroun, Egypt, Jordan and Myanmar

0 Contract references

eGEVER No: No.

SAP number: No.

Contract identification number: No.

Order number for invoices and credit notes: No.



1 Introduction

During 2020, SECO has approved a number of new urban development projects, among others two in Vietnam to be implemented by UN-Habitat and the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) respectively; one in Bolivia to be implemented by the World Bank; and one with UN-Habitat focusing on Cameroun, Egypt, Jordan and Myanmar. The bulk of activities under these projects will be under the direct responsibility of the respective implementing institutions. However, SECO has reserved specific funds to implement accompanying measures to further strengthen these projects and increase knowledge transfer between Switzerland and the beneficiary country, e.g. by offering access to Swiss expertise. Although under the direct responsibility of SECO, for the accompanying measures (later on referred to as Swiss Accompanying Measures, or SAM) to be successful, close coordination with the implementing institutions will be mandatory. This contract relates to the overall coordination and administrative management of the SAM.

The contribution is based on the Federal Act of 19 March 1976 on International Development Cooperation and Humanitarian Aid (SR 974.0) and the Federal Act of 5 October 1990 on Financial Assistance and Subsidies (Subsidies Act, SR 616.1).

2 Subject/tasks

This contract sets out the rights and obligations of the Parties in regard to implementation of the SAM Coordination mandate in Vietnam, Bolivia, Cameroun, Egypt, Jordan and Myanmar in the period 2021 - 2025.

The Contractor's services include the overall coordination and management of the Swiss accompanying measures in above mentioned countries.

The Contractor shall guarantee the careful, faithful and competent fulfilment of the mandate, and it undertakes to use all financial and technical resources economically, appropriately and with minimum impact on the environment. Further, it undertakes to perform the mandate in complete independence, and to safeguard the public interest. The Contractor shall ensure that it and the third parties it engages comply with the legal provisions and regulations applicable in the partner country.

3 Contractor's services

3.1 Contents

The Contractor shall perform the services intended for project implementation and manage the Project Funds placed at its disposal. It will in particular establish and manage a Swiss Expert Network on Urban Development. The Contracting Entity reserves its right to use the information and contacts generated under this contract in other countries and contexts, too – with or without the assistance of the Contractor. The Contractor may not use the information and contacts generated under this contract for any other purpose without the prior written authorization of the Contracting Entity.

The Contractor's deliverables are described in detail in the Terms of Reference (Annex #).

The Contractor is not permitted to sign documents, such as memorandums of understanding or minutes, which could in any way bind the Contracting Entity or the Swiss Confederation.

3.1 Reporting

3.1.1 Operational and financial reporting

The Contractor shall furnish the Contracting Entity with an inception report describing the proposed approach within three months after this contract is signed. Furthermore, the Contractor will draft an

operations manual describing the implementation structure as well as tasks and responsibilities of the parties involved. The operations manual will also contain detailed information on monitoring and reporting processes, describe procurement processes and present a contract templates for service providers.

The Contractor shall submit a report on the status of the mandate and the next phases planned for the mandate (operational report) with a detailed statement of account corresponding to the budget structure (financial report) annually within 30 days after the end of the reporting period for the attention of the Contracting Entity. The detailed time sheets shall be enclosed with the statement of account.

No later than three months after project completion, the Contractor shall provide the Contracting Entity with a comprehensive final report and a final financial statement of account for the entire project duration, for both the services for project implementation (Coordination Funds) as well as for use of the Project Funds made available.

The agreed templates as provided in the Annex must be used for the reporting.

3.1.2 Audit reports

On an annual basis, the Contractor shall submit the report on the external audit of the organization's consolidated annual financial statements pursuant to ISRE 2400 or a comparable national standard including the project relevant sections of the management letter.

The audit must be performed by an external and officially recognized audit firm independent from the Contractor on the basis of the Terms of Reference in Annex #. The costs for the external audit are included in the Contractor's overhead allowance, and shall not be compensated separately.

3.2 Monitoring and results based management

The Contractor monitors the project implementation in accordance with the agreed monitoring system (as proposed by the contractor within the inception report). In doing so, it shall ensure that the agreed project aims are achieved and the outputs are realized. It shall also review the effect at outcome level. If there are none, the Contractor shall identify additional support measures and realize these following their prior agreement with the Contracting Entity.

4 Personnel

4.1 Contact persons

The contacts for all matters concerning performance of this contract are:

For the Contracting Entity:

Last name: Surname, First name

Telephone: Telephone

E-mail: `firstname.surname@seco.admin.ch`

For the Contractor:

Company: Firma

Last name: Surname, First name

Telephone: Telephone

E-mail: E-mail

4.2 Amendments

Changes in staff or in the job descriptions of the staff deployed for the performance of the deliverables require the prior written consent of the Contracting Entity, who must therefore be notified in writing and in due time. The Contracting Entity is entitled to request the replacement of staff if it deems this necessary for the fulfilment of the mandate.

4.3 Project personnel

The Contractor is responsible for recruiting its project personnel. In doing so, it shall adhere to the principles of transparency and fair competition and base its selection on objective criteria. The Contractor shall deploy only carefully selected and suitably trained employees who are in possession of the necessary permits.

Changes in staff or in the job descriptions of the staff deployed for the performance of the services require the prior written consent of the Contracting Entity, who must therefore be notified in writing and in due time. The Contracting Entity is entitled to request the replacement of staff if it deems this necessary for the fulfilment of the mandate.

The Contractor must sign written contracts with the project personnel and adhere to the provisions under the applicable labour law. It shall guarantee equal treatment of men and women; in particular, with regards to remuneration, working conditions and occupational health and safety requirements. The overall terms of employment shall not be more advantageous than those of the Contracting Entity. Appropriate social benefits shall be provided (insurance, holidays, etc.).

5 Financial

5.1 Total budget

The total budget amounts to a maximum total of CHF 1,440,000 in accordance with the budget in Annex 1.

This amount constitutes a maximum ceiling to cover all costs, taxes and duties in relation to this mandate and must not be exceeded. The total budget comprises a budget for the services furnished by the Contractor (Coordination Funds, Budget Parts 1-3) and a budget for Project Funds (Project Funds, Budget Part 4-6).

Budget	[CHF]
Coordination Funds	455,000
1) Fees	360,000
2) Expenses	50,000
3) Reserve	45,000
Project Funds	889'000 ¹
4) Vietnam	...
5) Bolivia	...
6) Cameroun, Egypt, Jordan, Myanmar	...
Total	1'440'000

¹ Depending on the winning offer's financial proposal: If less funds are required for coordination, the project funds are increased accordingly.

Any changes to the budget require the prior written authorisation of the Contracting Entity. An exception is made for changes within the budget for Project Funds, which are permitted provided that all of the following conditions are met:

- The changes are disclosed in the next statement of account;
- The total budget for the Project Funds is not exceeded;
- The Project Fund's budget for each country is not exceeded; and
- The change affects no more than 10% of the individual budgetary items.

The exclusive purpose of the reserve provided for in the budget is to pay for unforeseen expenditure for any additional deliverables that may be required. It may only be used with the prior written authorisation of the Contracting Entity.

There exists an option to increase the budget by up to CHF 1,440,000 (either at once or in various steps). Triggering the option will be at the sole discretion of the Contracting Entity and will require prior approval of additional financial resources.

5.1.1 Fee

The following persons will be paid from the mandate budget according to the daily rates specified and the schedule presented << in the tender>>.

The specified daily rates are understood to include general infrastructure and administration costs (e.g. accounting, general secretarial work, etc.).

Surname/First name	Max. number of days	Daily rate in <<currency>>	Total in <<currency>>

The services rendered by the Contractor total a maximum of <<number>> working days (of eight hours each). It is planned that <<quantity>> of these working days will be performed in Switzerland and <<quantity>> days in <<country>>.

5.1.2 Expenses

Expenses shall be reimbursed up to the expenses set out in the budget and at the rates provided in the Expenses Guidelines (Annex #).

The fixed daily allowance in Switzerland for meals is 69 CHF/day (20% breakfast / 40% lunch / 40% dinner). The fixed daily allowance abroad for meals is CHF 45 (20% breakfast / 40% lunch / 40% dinner). For overnight stays, the actual cost of a mid-range hotel shall be reimbursed upon presentation of the original invoice, up to the following maximum amounts:

Switzerland: Hotel maximum 180 CHF/night

Vietnam: Hotel maximum 210 CHF/night

Bolivia: Hotel maximum 190 CHF/night

In all other respect, the Expenses Guidelines (Annex #) are applicable.

5.1.3 Taxes and duties (incl. value-added tax)

The Contractor shall pay all the taxes and duties payable within the context of the contract.

5.1.3.1 Value added tax for the Contractor's services

[Either 1a)]

In terms of Swiss value added tax, the place of the services rendered in the context of the mandate is outside of Switzerland, since they are services in the area of international development cooperation that are designed for another country. Therefore, the services rendered are not subject to Swiss value added tax (Article 8 (2) lit. g) of the Federal Act on Value Added Tax of 12 June 2009 [VAT Act]; "Bundesgesetz über die Mehrwertsteuer", MWSTG, SR 641.20). The Contractor is entitled to claim the input taxes incurred by it in connection with this activity (Article 28 VAT Act),

[or 1b)]

In terms of Swiss value added tax, the place of performance for the services rendered on the basis of this contract is Switzerland, as the services in question are destined for the Contracting Entity. Therefore, the services rendered are subject to Swiss value added tax (Article 8(1) of the Federal Act on Value Added Tax of 12 June 2009 [VAT Act]; "Bundesgesetz über die Mehrwertsteuer", MWSTG, SR 641.20).

[In case of 1b: either]

Value added tax is not included in the fee rates and must be indicated separately by the taxable service provider/Contractor when invoicing the Contracting Entity.

[or]

According to the Contractor, it is not subject to value added tax as an entity, because it does not generate the required annual turnover.

[or]

According to the Contractor, it is not subject to VAT, because the services are exempt from VAT.

[always include:]

The Contractor is responsible for the correct declaration of VAT. Any subsequent VAT payments invoiced to the Contractor by the Federal Tax Administration (FTA) or other tax authorities cannot be charged to the Contracting Entity, and they constitute no claim to additional funds from the Contracting Entity.

5.1.2.2 Value added tax for third-party services

[Either 1a)]

According to the understanding of the contracting parties, the services rendered by the third party are subject to Swiss value added tax. The total budget specified in clause # includes the taxable services of third parties.

[or 1b)]

According to the understanding of the contracting parties, the services rendered by the third party are not subject to Swiss VAT.

[In both cases]

The Contractor is responsible for the correct declaration of VAT. Any subsequent VAT payments invoiced to the Contractor by the Federal Tax Administration (FTA) or other tax authorities cannot be charged to the Contracting Entity, and they constitute no claim to additional funds from the Contracting Entity.

5.1.3.2 Social insurance/accident insurance/withholding tax [include addendum in the case of stay or travel outside of Switzerland:]/work permits and secondment forms

Social insurance/accident insurance/withholding tax [include addendum in the case of stay or travel outside of Switzerland:]/work permits and secondment forms

[either Variant 1: legal entity, organisation with registered office in Switzerland]

The Contractor undertakes to deduct the appropriate applicable social and accident insurance contributions within the scope of compliance with the statutory provisions from its fees and settle them directly with its insurance company/the respective competent providers.

The Contracting Entity does not owe the Contractor, its employees, its social and accident insurance companies/providers, or any third parties (e.g. suppliers, subcontractors, substitutes) either contributions for social insurance or social benefits (old-age and survivors' insurance OASI, disability insurance DI, income compensation insurance, maternity benefits, IC/MB, UI/unemployment insurance, accident insurance, occupational pensions, health insurance, etc.), any withholding taxes, or other benefits provided for by statute or contractually promised by the Contractor/any third parties (particularly for holiday, illness, accident, disability, or death, as well as any travel insurance, etc.).

[or: Variant 2: Legal entity, organisation with registered office outside of Switzerland]

The Contractor undertakes to deduct the appropriate applicable social, health and accident insurance contributions within the scope of compliance with the statutory provisions from its fees and settle them directly with its insurance company/the respective competent providers.

The Contracting Entity does not owe the Contractor, its employees, its social, health and accident insurance companies, or any third parties (e.g. suppliers, subcontractors, substitutes) either contributions for social insurance or social benefits (old-age and

survivors' insurance, disability insurance, income compensation insurance, maternity benefits, unemployment insurance, accident insurance, occupational pensions, health insurance, etc.) or other benefits provided for by statute or contractually promised by the Contractor/any third parties (particularly for holiday, illness, accident, disability, or death, as well as any travel insurance, etc.).

[Addendum to Variants 1 and 2 in the case of stay or travel by employees outside of Switzerland]

The Contractor is responsible for the additional insurance cover that is necessary in the case of any stay or travel by employees outside of Switzerland (e.g. travel/theft insurance, accident, health, invalidity, death, rescue, recovery, return transport, etc.) and for obtaining any required work permits and secondment certificates or other certificates concerning the applicable legal provisions of social security (e.g. A1 form in the EU/EFTA area; Certificate of Coverage [COC] from other contracting states).

[Always include in the case of Variants 1 and 2]

The Contracting Entity reserves the right to request proof of insurance.

5.2 Payment terms

The Contractor shall be paid for its services in accordance with time expended. The Contracting Entity shall reimburse the Contractor only for expenses that it effectively incurred and for which it provided proof, up to the maximum set in the budget. The Contractor undertakes to keep costs to a minimum.

For the Coordination and Project Funds made available by the Contracting Entity, the Contractor shall open a separate bank account in its own name (project account). The account shall have adequate mechanisms in place to ensure that the financial contribution made available by the Contracting Entity is protected at all times against the risk of bankruptcy. The Project Funds will be transferred in tentatively four instalments at the request of the Contractor and based on a yearly expenditure plan (to be included in the annual reports), provided the budget execution is according to plan and existing pipeline. Following indicative payment schedule may be adjusted by SECO based on aforementioned considerations:

- CHF 250'000: upon approval of the inception report;
- CHF 250'000: upon approval of the annual report of 2022;
- CHF 250'000: upon approval of the annual report of 2023;
- Max. of CHF 139'000: upon approval of the annual report of 2024;

After inception of the contract, the Contracting Entity shall pay the Contractor an advance payment of 20% of the Coordination Funds upon presentation of an invoice. The advance payment is deducted pro rata from the interim payments; the entire outstanding amount will be deducted from the final payment.

In its reporting pursuant to clause 3.2, the Contractor accounts for the use of the funds, and identifies the funds it expects to be required in the next project period. The Contracting Entity shall make interim payments on this basis.

The Contractor shall keep a detailed accounting of all financial transactions and operations related to SECO's contribution to the Project. All expenditures shall be subdivided into the categories specified in the budget.

The final payment is due on fulfilment of the mandate and acceptance of the final report (including the financial reporting and any acceptance of external audit reports pursuant to clause 3.2) by the Contracting Entity. Any funds that remain unused upon completion of the mandate shall be transferred back to the Contracting Entity within three months, unless otherwise decided by the Contracting Entity.

Any interest income should be listed separately in the statements of account. The Contracting Entity shall decide on the use thereof when approving the reports.

5.3 Invoicing

The Contractor shall invoice the Contracting Entity via E-Billing. Information about E-Billing within the Swiss Federal administration is available on the following website: <http://www.e-rechnung.admin.ch/>.

All invoices must state the order number (see clause 0, Contract references).

6 Inspection

The Contracting Entity, the Swiss Federal Audit Office or third parties commissioned by said authorities have the right of inspection at any time, and the right to information on all parts of the contract. This also includes the right to visit locations that are relevant to the mandate. For inspections by the Contracting Entity, the Federal Audit Office or third parties commissioned by said authorities, the Contractor must make all documents in the whole mandate dossier and associated documents available at all times and for a period of 10 years following approval of the final report.

7 Involvement of third parties

The Contractor is authorised to involve third parties (e.g. suppliers, subcontractors, substitutes) for the purpose of fulfilling the mandate. The Contractor shall notify the Contracting Entity in advance about the involvement and provide the Contracting Entity upon request with a copy of the signed contracts.

When awarding contracts to third parties, the Contractor must apply the provisions of the Federal Act and Ordinance on Public Procurement (BöB, SR 172.056.1; VöB, SR 172.056.11), as applicable.

The Contractor undertakes to carefully select any third parties. The Contractor may must not involve persons or companies i) who in the last five years were convicted of a criminal offence that is relevant to the performance of the contract, ii) against whom criminal proceedings are currently pending due to a criminal offence that is relevant to the performance of the contract, or iii) who are on a sanctions list of an international financial institution².

The Contractor must ensure that mandates given to third parties are in conformity with this contract. The Contractor shall in particular place on third parties the obligations addressed in this contract with respect to deployment of employees (cf. clause 4.1 in this contract and clause 4 of the Swiss Confederation's General Terms and Conditions for Service Contracts (T&Cs, Annex #), occupational safety and health regulations, working conditions, equal pay of men and women and environmental law (clause 6 of the T&Cs), confidentiality (clause 12 of the T&C), as well as integrity, and anti-corruption (clause 9 of this contracts) and data protection and data security (clause 8.2 of this contract and clause 13 of the T&Cs).

The Contractor remains responsible for involved third parties rendering the service in conformity with the contract.

The Contractor shall not enter into any commitments for or on behalf of the Contracting Entity vis-à-vis third parties.

8 Special provisions

8.1 Visibility

By way of derogation from clause 12.3 T&Cs (Annex #), the Contractor shall make it clear that it is acting on behalf of the Swiss Confederation. It is authorised, and may be under obligation, to utilise the logos of the Swiss Confederation within the scope of this contract pursuant to the guidelines of the

² This includes the following international financial institutions:

- African Development Bank Group
- Asian Development Bank (ADB)
- European Bank for Reconstruction and Development (EBRD)
- Inter-American Development Bank (IDB)
- World Bank Group

Swiss Confederation's corporate design. These are available at www.bk.admin.ch > Themen > CD Bund>>.

8.2 Data protection and principle of public access

The Contractor undertakes to comply with statutory provisions on information protection, information security, data security, data protection and the corresponding directives of the Contracting Entity.

Personal data must not be transferred outside of Switzerland without the written approval of the Contracting Entity.

The Contractor acknowledges that the Contracting Entity assesses the quality of the services based on Article 13a of the Federal Act on International Development Cooperation and Humanitarian Aid (SR 974.0) and Article 17 of the Federal Act on Cooperation with the Countries of Eastern Europe (SR 974.1). It declares its consent to this data being processed by the Contracting Entity in accordance with the provisions of the Federal Act on Data Protection (DSG; SR 235.1). The Contractor has the right to view this assessment in accordance with the DSG.

The Contractor expressly agrees that the Contracting Entity may within the meaning of the Freedom of Information Act (BGÖ; SR 152.3) provide information on the contents of this contract and the results obtained from contract performance, namely on the specific mandate, financing and compensation, and the names and addresses of the Contractor, as well as on reports, appraisals, expert opinions or other results that the Contractor provides or provided to the Contracting Entity as part of contract fulfilment.

Furthermore, the Contractor expressly agrees that the Contracting Entity may also publish any evaluation reports on projects in the context of this mandate (Article 8(5) BGÖ).

The Contractor acknowledges that pursuant to Article 27 VöB (SR 172.056.11), the Federal Administration publishes its public mandates subject to the BöB that exceed CHF 50,000, including VAT, at least once a year in electronic form. Made public are the name and address of the Contractor, the subject of the mandate, the mandate value, the type of procedure applied and the date of contract start or the period of contract fulfilment.

8.3 Archiving obligation

The Contractor undertakes to retain all documents for 10 (ten) years.

9 Integrity and anti-corruption clause

The Contractor undertakes to take all measures necessary so as to ensure it and third parties it has involved will comply with the legal provisions and rules in effect <<in Switzerland>> <<and>> <<in the country>>.

In particular, the Contractor undertakes to take all measures necessary to avoid corruption; in particular, so as to ensure that no payments, gifts or other advantages will be directly or indirectly offered or accepted.

The Contractor shall refrain from any activity that could be interpreted as disparaging, degrading or a threat, and it shall refrain in word and deed from any misuse of its hierarchical, substantive or social position, as well as from any form of sexual exploitation.

In the event of a breach of the integrity and anti-corruption clause, the Contracting Entity is entitled to terminate the contract with immediate effect. The Contractor must pay the Contracting Entity a contractual penalty. This will amount to 10% of the contract value; however, a minimum of CHF 3,000 per

contravention. In addition, the Contracting Entity may exclude the Contractor from future tenders or contracts or revoke an award that has already been granted. The Contracting Entity also has the right to inform the public actively and transparently about the circumstances of the breach of the integrity and anti-corruption clause and the name of the Contractor.

The Contractor notifies the Contracting Entity of any reasonable grounds for suspicion of corruption, as well as about any suspicion of an infringement of this integrity and anti-corruption clause.

In addition, the Contractor must inform employees and any third parties (e.g. suppliers, subcontractors, substitutes) deployed for performance of the service about the possibility of notifications to the Compliance Office of the Contracting Entity (anti-corruption.cooperation@seco.admin.ch). The Contractor undertakes to protect the anonymity of whistleblowers as far as possible.

The Contractor and the Contracting Entity undertake to take all necessary measures to avoid corruption; in particular, to ensure that no payments, gifts or other advantages will be offered or accepted. If the Contractor fails to observe the integrity clause, the Contractor must pay a contractual penalty. This will amount to 10% of the contract value; however, a minimum of CHF 3,000 per contravention. The Contractor acknowledges that a contravention of the integrity clause generally results in annulment of the contract award, and premature termination of the contract by the Contracting Entity for good cause.

The parties shall promptly inform each other of any reasonable suspicion of corruption.

10 Components

The integral components of this contract are, in the order of their listing:

1. This contract;
2. The Swiss Confederation's [General Terms and Conditions \(T&Cs\)](#) for Service Contracts (Swiss Federal Procurement Conference, SFPC; edition: September 2016, status date: January 2021), unless stipulated otherwise in this contract;
3. Expenses Guidelines Contracts WE 2020;
4. The Project Document (incl. budget, log frame/results framework, planning evaluation, monitoring system);
5. Reporting specifications (incl. the agreed templates);
6. Terms of Reference for commissioning an audit firm;
7. [Agreement on the right to inspect](#);
8. The Contractor's tender;
9. Other Annexes.

In the event of any conflict between the individual components of the contract, they shall apply in the above order of precedence.

The Contractor's General Terms and Conditions are waived.

11 Inception and term of contract

This contract shall become legally effective when signed by both contracting parties, and, subject to the right of termination pursuant to clause <<12>> of this contract, remain valid until full completion of the mandate and approval of the final report and submission of the invoice, but not later than until <<DD.MM.YY>>.

12 Termination

12.1 Ordinary termination

Either contracting party may terminate the contract at the end of any month subject to three months' prior notice. The services rendered up to the time of termination will be compensated accordingly.

12.2 Extraordinary termination

Each contracting party is entitled to terminate this contract at any time in writing for good cause.

In particular, the following shall constitute good cause:

- in the case of a serious or repeated breach of a contractual provision in this contract;
- if bankruptcy proceedings are instituted against the Contractor, or if the Contractor submits an application for moratorium on debt collection or goes into liquidation;
- if the Contractor voluntarily declares liquidation or faces seizure of its assets;
- in the case of corruption or an integrity infringement (see clause <<9>> of this contract).

Prior to a termination for serious breach of contract, the contracting party wishing to terminate must notify the other contracting party of the breach of contract in writing and set a suitable deadline, giving notice that the contract will be terminated without further notice if the breach is not corrected by the deadline specified.

In all other cases, there is no need to set a deadline in advance, and the extraordinary termination becomes immediately effective.

If provision of the contractually agreed services of the Contractor and/or the Contracting Entity is prevented by force majeure (e.g. epidemic/pandemic, emergency law, outbreak of armed conflict, substantial deterioration of the security situation, war, political unrest, death, serious obstacles to transport, natural disasters, serious official measures, or other extraordinary, unforeseen and unexpected events), the contract may be terminated by either contracting party with immediate effect and without compensation. The services of the Contractor that were correctly rendered up to the time of notice of termination are compensated by the Contracting Entity. Any advance payments made by the Contracting Entity must be refunded by the Contractor.

If the Contracting Entity terminates its cooperation with the partner country (e.g. due to a violation of political conditionality) or if the Swiss Parliament reduces the budget credits for development cooperation such that the Contracting Entity cannot fulfil its contractual obligations, in whole or in part, the Contracting Entity is entitled to terminate the contract with immediate effect or to amend it accordingly. The Contractor must be informed thereof immediately.

The contracting parties undertake to take all the necessary and possible measures to keep the costs of termination of the contract to a minimum, and waive the right to claim damages in excess of the costs actually incurred. All services rendered up to the date of termination (including documents) are the property of the Contracting Entity.

13 Applicable law and place of jurisdiction

The exclusive place of jurisdiction shall be Bern. Swiss law is applicable, under exclusion of conflict-of-laws principles.

14 Copies and amendments

This contract is issued in two original copies. The Contractor and the Contracting Entity have one copy each. Any amendments to the contract must be made in writing and signed by both contracting parties.

	Date	Signature
The Contracting Entity:		
For the Swiss Confederation		
State Secretariat for Economic Affairs (SECO)		
Section		
First Name Surname		
Function
State Secretariat for Economic Affairs (SECO)		
Section		
First Name Surname		
Function
The Contractor		
Company name		
First Name Surname		
Function