Annex 4: Contract Template

Call for Proposals

for

"Projects with Swiss Companies in Ukraine"

This document serves as a template for the contractual agreement related to the Call for Proposals. It is intended to provide a foundational framework for projects approved under the Call for Proposals.

Please note that the final agreement may be subject to modifications and will likely be supplemented by a Memorandum of Understanding (MoU). The MoU will be signed between SECO (Swiss State Secretariat for Economic Affairs), the Beneficiary, and the designated Ukrainian counterpart (e.g. Oblast, Hromada), specifying the roles, responsibilities, and terms of collaboration among all parties involved.

This template is for informational purposes only and does not constitute a binding agreement. Final terms and conditions will be established upon mutual agreement and execution of the official documents.

between the Swiss Confederation,
represented by:**State Secretariat for Economic Affairs (SECO),** the **Donor**
Holzikofenweg 36
3003 Bern, Switzerland

and

Company the **Beneficiary**
Street, house no
Postal code, Town, Country

The Donor and the Beneficiary together the **Contracting Parties**

concerning the contribution to: *Project* in Ukraine the Project

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0. Contract references

Contract ID number:	No.
Order number for invoices and credit notes:	947xxxxx
Is related to the contract ID number:	No.
GEVER Dossier No:	No.
SAP number:	No.
Project ID SIMAP:	No.
Bank account of the beneficiary:	No. Bank Place Country

Transfers to accounts between the Donor and the Beneficiary that differ from the contractually agreed bank coordinates above may only be made in exceptional cases and by means of a written amendment to the contract.

1. Introduction

On June 26, 2024, the Federal Council decided how Switzerland intends to stronger include the Swiss private sector into the process of reconstruction in Ukraine. As a first step, in the context of the so-called concrete projects ("*Einzelfallprojekte*"), Switzerland finances products that are urgently needed by Ukraine for reconstruction and are produced by Swiss companies in Ukraine. These measures respond to the need for support in Ukraine. Based on this decision, the Donor has launched a Call for Proposals for the selection of projects. The project covered by this Contract was submitted in the framework of the Call for Proposals and was accepted by the Selection committee.

Need of Ukraine (e.g., support request of Ukraine (Hromada, Oblast)

Klicken oder tippen Sie, um ein Datum einzugeben.This contract sets out the rights and obligations of the Contracting Parties regarding the financial support of project in Ukraine during the period.

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. Contact persons

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

With the Donor:

Last name: Surname, First name
Telephone: Telephone
E-mail: firstname.surname@seco.admin.ch

With the Beneficiary:

Company: Firma
Last name: Surname, First name
Telephone: Telephone
E-mail: E-mail

3. Contribution and budget changes

The total financial contribution amounts to a maximum of CHF amount in accordance with the budget in Annex #. The financial contribution shall be transferred by the Beneficiary to the subsidiary/branch/subcontractor (*please adjust*) in Ukraine. In justified individual cases, a small percentage (maximum xxxx%, *e.g. for management costs*) of the financial contribution may not be transferred to the subsidiary/branch/subcontractor (*please adjust*) in Ukraine. The Beneficiary shall explicitly disclose these not transferred costs within the budget. The Beneficiary also bears full responsibility for any taxes incurred in this context.

Subsidiary/branch/subcontractor in Ukraine:

Firma:
Adresse:
Person of contact:
Telephone:
E-mail:
Bank account:No. Bank Place Country

The financial contribution for the project can only cover effective costs incurred for the project and must not lead to a situation where the Beneficiary reaches an undue profit beyond its costs for the project for which the financial contribution is provided.

Any changes to the budget require the prior written authorization of the Donor.

4. Reporting

4.1 Operational and financial reporting

The Beneficiary shall provide the Donor with all operational and financial reports, as listed

Report	Milestone of report	For the Period from	For the Period until	Receive at the latest:	Copies:
Choose report	Milestone	Date	Date	Date	Amount
Intermediate operational and financial report	Milestone	Date	Date	Date	Amount
Final operational and financial report	Milestone	Date	Date	Date	Amount

The financial reports shall conform to the budget and shall mention expenditures and income, any possible interest income as well as additional information to be specified by the Donor related to please choose.

The interim and final operational and financial reports are subject to approval by the Donor. They must be submitted to the Donor in electronic form within the above-mentioned deadlines for review and approval. The Donor reserves the right to comment on and complement the reports. If the Donor agrees with the reports submitted, it shall approve them and inform the Beneficiary by e-mail.

The reports submitted to the Donor shall be written in English, French or German.

4.2 Audit reports

The Donor will mandate a third-party which will be responsible for monitoring the project implementation. The Donor will inform the Beneficiary of the chosen third-party. The Beneficiary agrees to provide the third-party with all the documents related to the project.

5. Financial

5.1 Taxes and duties, incl. value added tax (VAT)

The Beneficiary is responsible and shall pay all eventual taxes, fees and duties payable within the context of this contract.

In terms of Swiss value added tax (VAT), the financial contribution granted is not liable to Swiss value added tax pursuant to Article 18 para. 2 letter a of the Federal Act on Value Added Tax of 12 June 2009 (VAT Act, SR 641.20).

For the Beneficiary, input tax adjustments/reduction may apply pursuant to Article 33 para. 2 of the VAT Act. These are entirely in the responsibility of the Beneficiary.

It is the responsibility of the Beneficiary to seek any necessary clarifications regarding VAT directly from the Swiss Federal Tax Administration (ESTV).

Similarly, any necessary clarifications regarding other taxes, fees and duties must be obtained by the Beneficiary from the relevant cantonal and federal authorities.

5.2 Payment terms

The contribution shall be paid into a separate interest-bearing bank accountheld by the Beneficiary in the following manner:

- A first instalment of currency amount after the present contract is signed by both Contracting Parties;
- A second instalment of a maximum of currency amount after approval by the Donor of the document listed under clause 4.1.;
- A third/fourth/etc. instalment of a maximum of currency amount after approval by the Donor of the document specified in clause 4.1.;
- A final instalment of a maximum of currency amount after approval by the Donor of the final operational and financial report specified in clause 4.1 and the audit report.

The Beneficiary shall bear full responsibility for any currency exchange risk involved. No claims can be asserted against the Donor.

The Donor reserves the right to set up a fiduciary account as deemed necessary.

All payments by the Donor shall be made in CHF Payments to a bank account registered in Switzerland.

5.3 Balance

The above-mentioned instalments shall be adjusted according to the balance of the preceding period and carried over to the following period (positive or negative carry-over). A positive final balance shall be reimbursed to the Donor within six months after the end of term of the present contract.

5.4 Interest

Any gross interest (interest before deduction of the withholding tax, other taxes and any expenses) shall be listed separately in the statement of accounts and credited to the Donor's next payment. If a positive final balance, any interest shall be listed separately and reimbursed to the Donor (see clause 5.3).

5.5 Surplus

Should the total of all contributions of all donors exceed the total cost of the project, the surplus shall be reimbursed to the Donor in proportion to its contribution.

5.6 Invoicing

The Beneficiary shall invoice the Donor via e-billing. Information about e-billing by the Swiss Confederation (including PDF invoices) is available on the following website: http://www.e-rechnung.admin.ch.

Invoices (e-bills) shall be sent to the following address:

State Secretariat for Economic Affairs (SECO)
c/o Dienstleistungszentrum Finanzen (DLZ FI)
3003 Bern, Switzerland

All invoices must include the order number (see clause 0, Contract references). Settlement is made to the bank account stated on the cover sheet (see section 0, Contract references). Any change in bank details must be communicated through a secure communication channel before an invoice is submitted.

Each payment is subject to prior reception by the Donor of a self-declaration letter in which the Beneficiary assures to comply with the measures regime of the Swiss Government related to the situation in Ukraine (see clause 0).

6. Inspection

The Donor, the Swiss Federal Audit Office (SFAO) or third parties commissioned by said authorities have a right of inspection at any time, and a right to information on all parts of the contract. This also includes the right to visit locations relevant to project implementation. For inspections by the Donor, the SFAO or third parties commissioned by said authorities, the Beneficiary must make all documents of the whole contribution dossier and associated documents available at all times and for a period of 10 years following approval of the final report.

7. General duties

7.1 Duty of care

The Beneficiary guarantees that the project is implemented diligently, faithfully and competently, and undertakes to use all financial and technical means economically, and in a targeted and environmentally friendly manner as possible. The Beneficiary undertakes to implement the project entirely independently and to maintain public interests.

The Beneficiary shall notify the Donor immediately and in writing of any circumstances that may impair or endanger the use of the funds in accordance with the project description in clause 1.

7.2 Purpose of the contribution

The contribution may not be used for purposes other than those envisaged in the context of the project without the prior written consent of the Donor.

7.3 Project implementation

The Beneficiary shall carry out the project in accordance with the description of activities in the Annex (No 2). The responsibility for this lies with the Beneficiary.

7.4 Procurements

The Beneficiary is responsible for all decisions concerning the purchase of services and/or goods. In this context, it undertakes to respect the principles of transparency of an effective and fair competition, the equal treatment of and non-discrimination against bidders and the legal provisions of the place of procurement. All purchases or equipment acquired for the project immediately become the property of the Beneficiary and shall be used only for the project. The Beneficiary will maintain an up-to-date inventory.

7.5 Protective rights

The results of the activities performed based on the present contract, as well as any intellectual property rights, including copyrights, are the property of the Beneficiary. The Beneficiary shall grant the Donor a free-of-charge, non-exclusive, geographically and materially unlimited and temporal indefinite right of use of these results. If these intellectual property rights generate any income, the Contracting Parties shall agree on the use of such income.

7.6 Contributions by third parties

The Beneficiary undertakes to inform the Donor of all contributions made or pledged by third parties for the project that are not already included in the budget and shall also furnish transparent information on the purpose of all funds dedicated to the project.

7.7 Personnel

The Beneficiary is responsible for selecting its project personnel with due care to ensure that they have the required expertise and professional experience and possess the required permits. In doing so, it shall adhere to the principles of transparency and fair competition and follow objective criteria when making the selection.

The Beneficiary must conclude written employment contracts with the project personnel and comply with the applicable provisions of employment law. The Beneficiary guarantees the equal treatment of men and women, particularly in terms of equal pay, occupational health and safety regulations as well as employment conditions. Adequate social benefits are to be paid (insurance policies, holidays, etc.).

8. Special provisions

8.1 Visibility

The Beneficiary shall ensure appropriate visibility of the activities funded by SECO whenever reference is made to the project or to individual activities funded as part of the project. By agreement with the Donor, it is authorised and, where applicable, obliged to use the logos of the Swiss Confederation within the scope of this contract pursuant to the guidelines of the Swiss Confederation's corporate design available at www.bk.admin.ch> Themen > CD Bund. Important documents and publication material relating to these activities should bear the Confederation's logo and, if deemed appropriate, the Beneficiary's logo.

8.2 Data protection / data security / principle of publicity / confidentiality

The Beneficiary undertakes to comply with statutory provisions data protection and information security as well as the corresponding directives from the Donor. The following laws apply in particular, including the respective implementing ordinances:

- Federal Act of 25 September 2020 on Data Protection (Data Protection Act, FADP, SR 235.1)

- Federal Act of 18 December 2020 on Information Security in the Confederation (Information Security Act, ISA, SR 128)

Personal data must not be transferred abroad without the written approval of the Donor.

The Beneficiary declares its consent to data being processed by the Donor in accordance with FADP. The Beneficiary has the right to view its data in accordance with the FADP.

In particular, the Beneficiary undertakes to take technical and organisational measures appropriate to the risk to ensure that security-relevant or personal data generated in the course of the Contract and made available for or generated by the correct performance of the Contract are protected effectively against unauthorised access by third parties.

Personal data may only be processed for the purpose and to the extent necessary for the fulfilment and performance of the Contract. To this extent and for this purpose, personal data may also be disclosed to a company in Switzerland or abroad affiliated to either of the Contracting Parties with the written consent of the Donor, provided that the requirements of Swiss data protection legislation are met.

If the Beneficiary is provided with data of the Donor while fulfilling the Contract, on termination of the Contract, the Beneficiary is obliged to return this data and to irrevocably delete or destroy it on both primary and secondary media. 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 Donor in writing on request.

The Contracting Parties undertake to treat as confidential all facts and information which are neither publicly known nor generally accessible and which have come to their knowledge in connection with the fulfilment of the Contract. The disclosure of confidential information by the Donor within its own group (or within the Federal Administration respectively) or to third parties involved does not constitute a breach of the duty of confidentiality. This applies to the Beneficiary insofar as the disclosure is necessary for the fulfilment of the Contract. The Contracting Parties shall impose the duty of confidentiality on their employees, subcontractors, sub-suppliers and other third parties involved.

The Beneficiary declares that it is able (because of its existing legal situation and its existing contractual agreements) to fulfil this obligation and that it is not under any obligation to disclose or otherwise make such information available to third parties. The foregoing does not apply to statutory or regulatory disclosure obligations (e.g. to stock exchange supervisory authorities, regulatory authorities, financial authorities, criminal investigation/prosecution authorities) or to disclosure to third parties who are themselves subject to confidentiality obligations (e.g. auditors, lawyers, experts) or to disclosure obligations in terms of the Federal Act of 17 December 2004 on Freedom of Information in the Administration (Freedom of Information Act, FoIA; SR 152.3).

The Beneficiary expressly agrees that the Donor may on request and in accordance with the Federal Act of 17 December 2004 on Freedom of Information in the Administration (FoIA, 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 name and address of the Beneficiary, as well as on reports, appraisals, expert opinions or other results that the Beneficiary provides or provided to the Donor as part of contract performance.

Furthermore, the Beneficiary expressly agrees that the Donor may also publish any evaluation reports on projects in the context of this mandate (Article 8(5) FoIA).

The Beneficiary shall ensure that the persons deployed are also informed of this confidentiality clause and sign a corresponding agreement. The obligation to maintain absolute confidentiality shall continue after the end of the cooperation if either Party has an interest in confidentiality or corresponding legal obligations exist.

8.3 Electronic communication between the contracting parties

The transmission of information by electronic means (e.g. by e-mail, fax or via internet applications) is generally associated with risks, in particular the risk of unauthorised third parties gaining knowledge of the information and manipulating it, or of errors in delivery. These risks can be reduced through encrypted transmission, e.g. by encrypting e-mail attachments or by using an electronic delivery platform.

The Donor authorises the Beneficiary to use unencrypted electronic communication until further notice, despite being aware of the related risks. These instructions may be changed by the Donor at any time. To avoid any ambiguity, they must be communicated to the Consultant in writing.

8.4 Archiving obligation

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

9. Integrity and anti-corruption clause

The Beneficiary undertakes to take all measures necessary to ensure that it and any third parties that it has involved will comply with the legal provisions and rules in effect in Switzerland and in Ukraine.[1]

The Beneficiary undertakes to take all measures necessary to avoid corruption, particularly so as to ensure that no payments, gifts, donations or other advantages will be directly or indirectly offered or accepted.

The Beneficiary 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, material or social position, as well as from any form of sexual exploitation.

The Beneficiary shall refrain from any incitement of violence or hatred as well as from discriminating against a person or group of persons on the grounds of their race, ethnicity or religion. This obligation applies to all of the Beneficiary's activities, including those that do not fall within the scope of this contract.

In the event of a breach of this integrity and/or anti-corruption clause, the Beneficiary shall pay the Donor a contractual penalty. This amounts to 10% of the contract value, or at least CHF 3,000.00 for each breach.

The Beneficiary acknowledges that in the event of a breach of this integrity and/or anti-corruption clause, the Donor is entitled to terminate the contract with immediate effect for good cause. In addition, the Donor may exclude the Beneficiary from future tenders or contracts or revoke an award that has already been made. The Donor also has the right, having reviewed the circumstances, to inform the public about the breach of the integrity and/or anti-corruption clause.

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1 Criminal offences considered relevant to the performance of the contract are, in particular: offences against property (Article 137–172 of the Swiss Criminal Code (SCC*, CC* 311.0)), offences against sexual integrity (Article 187–212 SCC), criminal organisation (Article 260^{ter} SCC), financing terrorism (Article $260^{\text{quinquies}}$ SCC), racial discrimination (Article 261^{bis} SCC), money laundering (Article 305^{bis} of the SCC), bribery (Article 322^{ter}–322^{decies} SCC), and unfair and unlawful conduct pursuant to the Federal Act on Unfair Competition (***Bundesgesetz gegen den unlauteren Wettbewerb***, CC 241). With respect to acts in countries other than Switzerland, these provisions also apply analogously. Similar criminal offences under other legal systems are, in particular, also considered to be criminal offences relevant to the performance of the contract.

The Beneficiary shall notify the Donor immediately of any suspicion of an infringement of this integrity and/or anti-corruption clause and about any other relevant suspicion or matter that may damage the reputation of the Donor or a project.

In the event of a breach of this integrity and/or anti-corruption clause, the Beneficiary as well as its employees and any third parties (i.e. suppliers, subcontractors, substitutes) deployed for performance of the services may report the matter to the Compliance Office of the Donor.

- Any breach (of the integrity and/or anti-corruption clause) shall be reported to: WE-integrity@seco.admin.ch

The Contracting Entity undertakes to protect the anonymity of whistleblowers vis-à-vis the exterior.

10. Switzerland's sanction measures

The Beneficiary acknowledges that Switzerland's sanction measures apply to this contract.

Related to the situation in Ukraine, the following applies: The Beneficiary will make sure that, at all times, it does not use the Donor's funds in any way that would be in contravention to the applicable Ordinances[2]. This obligation of compliance also applies to all his subcontractors and suppliers.

The Beneficiary is aware that Switzerland's sanction measures evolve regularly. The Beneficiary shall immediately inform the Donor if, after conclusion of the contract, a sanction measure becomes newly applicable to him and/or one of his subcontractors and/or suppliers. In case the Beneficiary and/or one of his subcontractors and/or suppliers is/are in breach of one of Switzerland's sanction measures, it shall immediately inform the Donor.

In the event of a breach of Switzerland's sanction measures or of the aforementioned obligation to inform, the Donor has the right to suspend payment(s) or cancel in part or in full the grant allocated to the Beneficiary's contract, to terminate the contract with immediate effect and to demand reimbursement of any payment(s) already made to the Beneficiary. Moreover, the Donor has the right to declare the Beneficiary ineligible indefinitely or for a stated period of time to participate in projects financed by the Donor.

11. Components

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

1. This contract;
2. The application form;
3. The reporting template (including the agreed templates);
4. Self-Declaration letter with respect to sanction measures;
5. Self-Declaration letter on financial and economic capacity to implement the proposed project outlining the own financial contribution of the applicant;
6. Support Request by Ukrainian authority;
7. *Memorandum of Understanding (MoU)*

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[2] Ordinance on Measures in relation with the Situation in Ukraine of 4 March 2022 (SR 946.231.176.72); Ordinance on Measures against Belarus of 16 March 2022 (SR 946.231.116.9). The search engine under searching for subjects of sanctions (admin.ch) contains an updated database of sanctioned subjects. Some sanction measures of the sanction regime may however target subjects not listed in this database.

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

By signing this contract, the Contracting Parties confirm that they are in possession of the before mentioned contract components and acknowledge them to have the specified order of precedence.

The Beneficiary's general terms and conditions are waived.

12. Entry into force and term of contract

This contract covers the period from date to date.

It enters into force when signed by both Contracting Parties and, unless terminated in accordance with clause 13 of this contract, ends upon complete fulfilment of all mutual obligations.

13. Termination

13.1 Ordinary termination

Either Contracting Party may terminate the contract at any time subject to a 3 months' prior written notice, at the end of any month.

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.

13.2 Extraordinary termination

Either 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 any clause in this contract;
- if bankruptcy proceedings are instituted against the Beneficiary, or if the Beneficiary submits an application for debt-restructuring moratorium or goes into liquidation;
- if the Beneficiary voluntarily declares liquidation or faces seizure of its assets;
- in the event of any breach of the integrity and/or anti-corruption clause (see clause 8.2 of this contract);
- in case of a violation of Switzerland's sanction measures (see clause 0 of this contract);
- In case of a violation of clause 3.

Extraordinary termination becomes effective immediately.

Claims for damages and repayments remain reserved.

In case of a violation of clause 3 of this contract, the undue payment shall be refunded within 30 days after extraordinary termination to the Donor.

If provision of the contractually agreed services of the Beneficiary and/or the Donor is prevented by *force majeure* (e.g. epidemic/pandemic, emergency law, extension or escalation of the existing armed conflict/war in Ukraine or outbreak of a new armed conflict/war, substantial deterioration of the security situation, destruction of infrastructure necessary for the execution of the contract, 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 effect from the time when performance of the contract became impossible. The Donor shall pay for the activities duly carried out by the Beneficiary up to the time that the event of *force majeure* occurred. Any advance payments made by the Donor must be refunded by the Beneficiary.

If the Donor terminates its cooperation with the partner country (e.g. due to a violation of political conditionality) or if the Swiss Parliament reduces the disbursement credits for development cooperation such that the Donor cannot fulfil its contractual obligations, in whole or in part, the Donor is entitled to terminate the contract by giving written notice with immediate effect or to amend it accordingly. The Beneficiary 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.

13.3 Consequences of termination

In the event of premature termination of the contract, the Beneficiary shall establish a final operational report and financial report. The Donor shall participate in possible expenses incurred from the premature termination of the contract according to the initial funding key, except in case of misconduct on the part of the Beneficiary. All instalments paid by the Donor and all materials purchased with its funds which have not been committed to the project shall be refunded to the Donor within three months following the moment of premature termination.

13.4 Unjustified financial aid

In the event of erroneously awarded financial aid, the Donor reserves the right to withdraw from the contract in accordance with Art. 31 of the Subsidies Act (SR 616.1).

14. Applicable law and place of jurisdiction

In the event of any differences or disputes arising out of or in connection with the implementation of this contract, the Contracting Parties shall seek to reach an amicable settlement before resorting to legal action.

The exclusive place of jurisdiction shall be St. Gallen, Switzerland. Swiss law is applicable.

15. Copies and amendments

This contract is issued in two original copies. The Beneficiary and the Donor each have one copy.

Any amendments to the contract must be made in writing and signed by both Contracting Parties.

	Date	Signature
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 ....

For the Beneficiary:

Company name
First Name Surname
Function ....