



GENERAL TERMS AND CONDITIONS OF THE FEDERAL DEPARTMENT OF FOREIGN AFFAIRS (FDFA) FOR FEDERAL CONTRIBUTIONS FOR NON-PROJECT RELATED ACTIVITIES

1. Scope

- 1.1. The following General Terms and Conditions form an integral part of each public contract governing the grant of a federal contribution (hereinafter "the Contribution") as defined in section 1.2, in conjunction with activities of the Federal Department of Foreign Affairs (hereinafter "FDFA"). The Contract is concluded between the FDFA and a Swiss organisation or a natural person (hereinafter "the Partner").
- 1.2. These General Terms and Conditions are applicable to contributions which are granted to Swiss partners for carrying out activities in particular in the areas of media, the dissemination of knowledge on topics within the sphere of the activities of the FDFA in Switzerland and internationally, or about Switzerland internationally, and the development and application of new methods in conjunction with these topics or as part of an exchange, e.g. a cultural exchange.
- 1.3. Changes to the Contract, the General Terms and Conditions or any of the other Annexes to the Contract must be made in writing.

2. Responsibility - Duties of the Partner

- 2.1. The activity is to be carried out according to its description (see Annex to the Contract). Responsibility for the activity remains with the Partner.
- 2.2. In every case, the Partner alone is responsible to the FDFA; the FDFA assumes no obligations to anyone other than the Partner.
- 2.3. The Partner shall inform the FDFA immediately in writing of any event that alters the planned realisation of the activity or has a negative effect on the performance of the Contract or could cast doubt on this performance. The Partner may submit suggestions for changes to the FDFA.
- 2.4. Unless otherwise agreed in the Contract in writing, changes that affect the description of the activity or its financing must be approved in writing in advance by the FDFA (see also section 4 below).

- 2.5. The Partner undertakes to mention the FDFA clearly within the context of its activities (project, publication, etc.). If the activity is a film, the Partner undertakes to name the FDFA in the opening credits of the film using the following wording: "With the support of the Federal Department of Foreign Affairs (FDFA)", and to provide the FDFA with a Betacam video copy of the film.
- 2.6. The Partner is responsible for all decisions concerning the purchase of services and/or goods and commits to respect the principles of free and equitable competition, as well as the legal provisions of the country of origin of the purchases. Subject to special provisions regarding the transfer of ownership to third parties (e.g. beneficiaries) during or after the implementation of the activity, all purchases or equipment acquired for the project immediately become the property of the Partner and shall be used only for the activity. The Partner will maintain an up-to-date inventory.
- 2.7. The results of the activities performed with the support of this Contract and the rights to any intellectual property, including copyrights, shall belong to the Partner. The FDFA shall be entitled to unhindered access to these rights, in particular the unrestricted right, free of charge, to copy, use and disseminate the result. Should these intellectual property rights yield profits, the Parties shall reach an agreement on the use of this income.
- 2.8. Any verbal or written exchange of information between the FDFA, other federal authorities and the Partner is considered to be confidential. The Partner shall draw the attention of any employees to the duty of confidentiality arising from this provision.
- 2.9. Subject to section 2.5, all publications and/or announcements regarding the exchange of information or the documents named in section 2.7 must be approved in writing in advance by the FDFA. If the FDFA gives the Partner written permission to furnish information, the Partner is obligated to supply such information truthfully and to mention the FDFA by name. Announcements about the Contract given to mass media or made in any other public form (press, radio, television, cinema, Internet, etc.) require the written permission of the FDFA.
- 2.10 The organization shall comply with the provisions of Swiss data protection and information security legislation and ensure that any data arising in connection with the performance of the contract is effectively protected from unauthorised access by third parties.

3. Use of the Funds

- 3.1. The FDFA shall transfer the contractually agreed amount only if financing for the entire activity has been secured by the Partner.
- 3.2. The Partner is obligated to inform the FDFA in a transparent fashion of all contributions received or promised for the activities of third parties which are not already listed in the budget (Annex to the Contract) as well as of the purpose of all funds intended for the activity.
- 3.3. Unless otherwise agreed in the Contract in writing, the Partner shall use the FDFA Contribution and the other funds intended or received for the activity in a successive fashion in line with its needs, in the same payment rhythm and in proportion to the financing formula (the percentage of the Contribution relative to the total budget).
- 3.4. Without the prior written consent of the FDFA, the Contribution may not be used for purposes other than those intended within the scope of the activity.

4. Budget

- 4.1. The budget must be adhered to. The Partner may make changes to the budget provided these have no effect on the Contribution of the FDFA. The Partner must account for every change to the budget at the latest when the interim and final statements of account are presented.
- 4.2. An increase in the Contribution or an alteration in the financing formula requires a well-reasoned request and the advance written approval of the FDFA.

5. Reports on and Records of the Use of the Funds

- 5.1. The Partner shall provide the FDFA with operational reports and the associated statements of account on the dates and using the procedures set out in the Contract. All documentation must be stored for ten years.
- 5.2. At the end of the activity, the Partner shall provide the FDFA with a final report for its approval as well as an unrevised final statement of account whose documentation is available to the FDFA, or, if the Contract so provides, a revised final statement of account confirming the financial correctness and the contract compliance of the statement of account.
- 5.3. The FDFA and the Federal Audit Office as well as any third party named by the FDFA shall have the right to inspect the activity.

In the event of any inspections of the activity by the FDFA, its representatives or the Federal Audit Office, the Partner shall make all required documents available and provide all necessary information.

6. Withdrawal from the Contract

- 6.1. If the Partner's performance of the activity continues to be deficient or faulty despite a written warning from the FDFA, the FDFA can reduce the Contribution or request partial repayment including 5% interest as defined in the Subsidies Act (SR 616.1).
- 6.2. Should one of the Parties not adhere to its obligations, not meet them or breach them, the other Party can, after providing notice of default, cancel the Contract with immediate effect.
- 6.3. If the performance of the Contract is impeded owing to force majeure (natural catastrophes etc.), war or political unrest, each Party has the right to cancel the Contract with effect from the beginning of the force majeure or political event. The Partner shall then produce a final report as well as a final statement of account on the expenses of the activity.
- 6.4. If the Swiss Parliament or the Federal Council reduces the credits allocated to international cooperation to such an extent that the Swiss Confederation can no longer, or only partially, meet its contractual obligations, the SDC has the right, after examining its overall portfolio and at its sole discretion, to terminate or amend the contract accordingly and to reduce its contribution, with immediate effect. It must immediately inform the organization accordingly.
- 6.5. If the Contract is cancelled prematurely, the Partner shall produce an operational final report as well as a final statement of account. The FDFA will participate proportionately according to the original financing formula in settling any costs that may have arisen as well as in bearing the financial consequences of the premature cancellation of the Contract, provided a deficiency or fault on the part of the Partner is not the reason for the premature cancellation.

All advance payments from the FDFA and all material produced using FDFA funds which have not been used up in the course of the activity must be turned over to the FDFA within three months of a premature cancellation of the Contract.

7. Duration of the Contract

The Contract shall end when the Parties have fulfilled all their contractual obligations, but at the latest when the FDFA makes its final payment. This can only take place after receipt of the final report as well as, depending on the Contract, receipt of the revised or unrevised final statement of account, and the approval by the FDFA of these documents. If there is no final payment, the Contract ends six months after the FDFA accepts the final report and the final statement of account, unless the FDFA objects in writing before this period of time elapses.

8. Miscellaneous

- 8.1. The provisions of the Contract take precedence over the General Terms and Conditions and all other Annexes with the exception of derogating special provisions.
- 8.2. In the event of legal disputes, the provisions of the Federal Administrative Procedure Act (SR 172.02) shall apply.