
GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC) FOR INDEPENDENT CONSULTANCY (B)

HELLETAS Swiss Intercooperation

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The term "client" always refers to HELLETAS Swiss Intercooperation, whereas the term "consultant" refers to any individual, or legal entity, or representative thereof, pursuant to Art. 101 of the Swiss Code of Obligations)

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1. GENERAL CONDITIONS

- 1.1 A consultant can be one or several natural or legal entities under Swiss or foreign law.
- 1.2 Both contractual parties will be bound by the terms set down in writing in the agreement. Until the contract is subscribed, withdrawal from negotiations remains possible without any financial consequences. Each party will meet its own incurred expenses.
- 1.3 Should a consortium be contracted, all members of that consortium will sign the agreement and be jointly liable. The consortium will designate a representative authorized to negotiate in a binding way and to accept payment on its behalf.
- 1.4. The client alone is competent to issue or modify instructions and set any conditions to the consultant, especially with regard to the budget, the length and the results of the mandate.
- 1.5. The client will be solely committed to the consultant. Unless otherwise stipulated, the consultant is to perform the assignment personally and may not engage the client vis-à-vis third parties.
- 1.6. Within the framework of the specific provisions of the contract and the regulations laid down in the present General Terms & Conditions of Business (GTC/HELLETAS Swiss Intercooperation), the consultant, e.g. organization/firm will be liable for the professional execution of the assignment entrusted to him/her. He/she declares to be experienced in the field described in the contract. As an expert, he/she vows a careful, professional and thorough execution of the work with optimum use of the financial and technical means made available. He/she declares to be aware of the provisions of public law, as well as the cultural characteristics of the country where the assignment is to be performed and will abide by them.

- 1.7. The consultant commits herself/himself to act in a loyal way towards HELVETAS Swiss Intercooperation and his/her work colleagues and to refrain from anything which does not comply to the business and objectives of HELVETAS Swiss Intercooperation.
- 1.8. The consultant should not accept any kind of presents or other favors.

Excepted from this rule are adequate invitations for meals and small symbolic presents. Official presents belong to HELVETAS Swiss Intercooperation. Special attention is to be given to presents from (potential) clients or employers. Services upon effective or awaited return-services are forbidden. Even the mere appearance of such behavior is to be avoided by all means.
- 1.9. The consultant commits himself/herself to completely protect the interests of the client and to foster the good relationship between Switzerland and the country of assignment. He/she vows to refrain from any kind of involvement in internal affairs of the country of assignment and to endeavor to work constructively with the local administration.
- 1.10. It is forbidden that the consultant pursues any additional occupation, even on a voluntary basis, which would inhibit the execution of the assignment.
- 1.11. The client is entitled at all times to examine and seek information on all points regarding the assignment. He/she has the right to transfer this right to third parties. This client's right should in no way influence the consultant's obligation to perform the assignment in accordance with the contract.
- 1.12. In the country of assignment, the consultant is responsible for his/her safety and security. He/she ensures that he/she is physically and mentally fit to travel to and work in the safety and security context of the country of assignment. During the assignment the consultant will abide by the instructions given by the client. In case of a safety or security incident, or a serious degradation of the safety or security context the client will provide the consultant assistance.
- 1.13. In case of war, local unrest, natural disasters, etc. the client will provide the consultant assistance and arrange for his/her repatriation.
- 1.14. A cost frame/budget is to be established by contract for all remuneration owed by the client to the consultant. In principle, the total costs must not exceed this budget. Exceeding expenses will only be reimbursed by the client if deemed justified.

2. ACQUISITION OF SUPPLIES /EQUIPMENT

- 2.1. On principle, any supplies or equipment required for the execution of the assignment, beyond the consultant's common professional paraphernalia, will be acquired by the client. Unless otherwise stipulated by contract, such items will remain the property of the client.
- 2.2. The consultant is to handle such equipment in a professional and careful manner.
- 2.3. The client will determine the future use of the equipment after the completion of the assignment.

3. REPORTING

- 3.1. Apart from the exchange of information and of views made verbally, the consultant has to report as agreed upon in the Terms of Reference (annex 1).
- 3.2. When circumstances require it, special reports should be addressed to the client in the form judged most appropriate (e-mail, telephone or letter), depending on the urgency.
- 3.3. Whenever the consultant considers that some incident(s) could jeopardize the fulfillment of the mandate as agreed in the terms of the contract (e.g. significant changes affecting set deadlines, the financial and/or technical means, political unrest), he/she should inform the client immediately.
- 1.4. If no special agreements have been made in the Terms of Reference, reporting is due by the end of the contract.

4. COPYRIGHT

The results of the consultant's work and the intellectual property rights derived thereof belong to the client. It is the client's prerogative to determine its use, keeping in mind the scientific interests of Switzerland.

5. CONFIDENTIALITY

- 5.1. Project documents or any other documents, information or data entrusted to or produced by the consultant in connection with the assignment, are to be treated as confidential and may neither be used by the consultant for private purposes nor made accessible to third parties foreign to the assignment.
- 5.2. The consultant is pledged to secrecy on all matters connected with the assignment.
- 5.3. Should the consultant want to make part to third parties about the assignment as a form of credential or for the purpose of promotion, he/she is required to have written authorization by the client and vow to describe the task accurately and make reference to the client.
- 5.4. The consultant is bound by the written authorization of the client before any disclosure concerning the assignment is made to the media (press, radio, television, internet, social media, etc).
- 5.5. These provisions will remain in force after completion of the assignment.

6. DEADLINES

Deadlines set by contractual agreement are understood as binding. A non-authorized delay may have as consequence a reduction of the fees.

7. INSURANCE & TAXES (VAT)

- 7.1. For the assignment in Switzerland or abroad the consultant is responsible for his own

insurances (medical, accident, life, etc.) and taxes (VAT) and to pay the respective premiums.

- 7.2. It is in the responsibility of the contractor to clarify if the accomplished services are subject to the VAT. Contractors subject to VAT should mention their VAT no in their invoice.

8. FEES AND EXPENSES

- 8.1. HELVETAS Swiss Intercooperation pays fees, travel expenses and other costs mentioned in the cost frame/budget and which are documented with receipts by the consultant. Within the cost frame/budget only the effective costs are considered.

8.2. **Fees during travel within Switzerland**

Rates for services provided in Switzerland are applied on the basis of effective work-time.

For travelling on duty within Switzerland, a maximum of 3 hours of travel may be counted as worktime.

8.3. **Fees during travel abroad**

Remuneration of travel days on assignments abroad are the following:

Departure from place of residence between 12:00 and 24:00 or arrival at place of residence between 00:00 and 12:00 50% of the daily fee.

Departure from place of residence between 00:00 and 12:00 or Arrival at place of residence between 12:00 and 24:00 100% of the daily fee.

Remuneration for assignments abroad is done on the basis of daily rates equivalent to 8 hours per workday.

In cases where assignments abroad last up to 10 days, a maximum of 7 workdays per week may be invoiced if the contractor has effectively worked the 7 days.

For assignments exceeding 10 days abroad, a maximum of 6 workdays per week may be invoiced. Travelling on duty to and within a foreign country will count as worktime (maximum 8 hours per workday).

8.2 Travel expenses and other costs

For travel directly linked to the execution of the mandate - in Switzerland, the country of assignment or a third country -, the consultant is entitled to reimbursement of the following expenses:		
	Within Switzerland	Abroad
Train ticket	Reimbursement for second-class tickets.	
	Holders of the general annual season ticket [Generalabonnement GA] are currently compensated with half the cost (50%) of a second-class train ticket.	
Use of private vehicle	Reimbursement equivalent to the second-class rail ticket. In exceptional cases, compensation may be paid on a per-kilometer basis if agreed in writing beforehand (CHF 0.70 per kilometer).	
Accommodation	Reimbursement on presentation of the corresponding receipts.	
	While carrying out activities in the framework of development cooperation, the consultant will forego, whenever possible, of luxury hotels and expensive restaurants. If the invoices submitted for expenses are notably higher than average, the client will be entitled to reduce reimbursement.	
Meals	Lumps sum reimbursement.	
Flight		In economy class in principle.
	Excess baggage costs, i.e. for baggage exceeding the weight allowance for accompanied freight, are covered by the employer only exceptionally and on special authorization.	
Other costs	Other costs can be reimbursed if they are provided for in the budgetary framework (annex 2) and on presentation of relevant receipts.	

8.3 The consultant must handle all expenses directly with HELVETAS Swiss Intercooperation headquarters.

8.4. Fees disbursed by the client are subject to pay taxes. In some particular cases, the client may be constrained to withhold this tax from the fees before payment to a non-resident alien national.

9. ACCOUNTS

9.1. Only those expenses will be reimbursed which are determined by the contract and which the consultant is able to substantiate.

9.2. The consultant will submit his/her accounts to the client no later than four weeks after the completion of the assignment, as stipulated in the contract, in the following way:

- Invoice with the total amount according to the items detailed in the cost frame/budget

- (annex 2);
- Filled in template “annex to invoice, fees and expenses” (annex 4 of the contract);
- Original receipts (hotel bills, foreign exchange slips, etc.) will be enclosed.

9.3 The last reimbursement by the client will fall due once the final report has been submitted, following the conditions established in the contract, and the fulfillment of the task has been approved.

9.4 Once the assignment has been completed, as foreseen in the contract, and last reimbursement has taken place, the mandate will be considered as fulfilled.

10. REVOCATION/TERMINATION

Ordinary termination

This contract may be terminated by either party with two weeks' notice.

Instant dismissal

The client reserves the right to terminate this contract with immediate effect by informing the consultant in writing if the latter is guilty of serious violation of the terms of contract. In such a case, any outstanding payment to which the consultant is entitled may be used to offset any claims on the part of the client on a pro rata basis.

- 10.1. **Ordinary termination:** the present contract may be rescinded by either one of the two parties allowing a delay of two weeks for its revocation.
- 10.2. **Instant dismissal:** The client reserves the right to terminate this contract with immediate effect by informing the consultant in writing if the latter is guilty of serious violation of the terms of contract. In such a case, any outstanding payment to which the consultant is entitled may be used to offset any claims on the part of the client on a pro rata basis.
- 10.3. In cases where the client revokes the contract without the consultant being at cause, e.g. an unforeseen interruption of a project/mandate, the remuneration fixed by the contract will be respected on a pro rata basis, taking into account point 10.1. Loss of gain will not be contemplated.

11. MISCELLANEOUS

- 11.1 Any amendments to the present GTC/HELVETAS Swiss Intercooperation provisions are to be signed by both contracting parties.
- 11.2. The contractual agreements have priority to these General Terms and Conditions of Business for consultants.
- 11.3. The present contract is governed by Swiss law. Special provisions of the contract take precedence over those of the GTCB/HELVETAS Swiss Intercooperation.
- 11.4. The legal jurisdiction is Zurich, Switzerland.