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GENERAL TERMS AND CONDITIONS
OF INTERNATIONAL COOPERATION, CARITAS SWITZERLAND
FOR CONTRIBUTIONS TO PROJECT RELATED ACTIVITIES

(Edition September 2025)





1. Scope

- 1.1 The following ‘General Terms and Conditions’ form an integral part of each contract (the “Partnership Agreement” as defined in sec. 1.3) governing a contribution (hereinafter “the Contribution”) by the International Cooperation Section of Caritas Switzerland (hereinafter “CACH”) as defined in section 1.2, in conjunction with activities of CACH. The Partnership Agreement is concluded between CACH and an organisation or a natural person (hereinafter “the Partner”).
- 1.2 These ‘General Terms and Conditions’ are applicable to the Contribution which is granted to a partner for carrying out activities (“the Action”) - in particular in the areas of project implementation, provision of services, the dissemination of knowledge on topics within the sphere of the activities of CACH in Switzerland and internationally.
- 1.3 Project-specific Terms and Conditions are specified in the document ‘Specific Terms and Conditions of International Cooperation, Caritas Switzerland for Contributions to Action related Activities / Partnership Agreement’ (hereinafter “the Specific Terms and Conditions”), to which these ‘General Terms and Conditions’ feature as Annex (see also 9.1). The Specific Terms and Conditions and their Annexes together form the Partnership Agreement.

2. Responsibilities – Duties of CACH

- 2.1 CACH shall support its Partner in achieving the Action goals as per the Partnership Agreement (defined in sec. 1.3) by means of management back-up support and monitoring activities.
- 2.2 When informing the public and its back donors, CACH will respect the rights and interests of its Partner.
- 2.3 CACH shall immediately inform the Partner about any event or development endangering the Action or its support by CACH.

Contribution

- 2.4 CACH shall make the Contribution to the Partner for the implementation of the Action and under the condition of the Partner’s adherence to the rules and requirements defined in the Partnership Agreement (defined in sec. 1.3).
- 2.5 CACH will make the Contribution in several instalments along the indicative payment plan included in the Partnership Agreement/Specific Terms and Conditions, which is an integral part of the agreement. The parties may mutually agree in writing on modifying the payment plan, if this is advisable in operational terms (Partnership Agreement Amendment, sec. 9.2).
- 2.6 After payment of the first instalment, CACH shall transfer subsequent contributions only upon reception and approval by CACH of an up-to-date Project report and audit report (if required, as per the Contract/Specific Terms and Conditions) and a statement of accounts indicating a clear need for funds being transferred.
- 2.7 After payment of the first instalment, subsequent funds are transferred only, if at least 70% of the previous instalment has been spent. If this is not the case, the report can be approved without release of the instalment. As soon as the 70% are reached (proven by financial report), the Partner can make a payment request without submission of additional reports. Alternatively, a revised reporting and instalment schedule might be agreed upon by the parties in writing (cf. Partnership Agreement Amendment, sec. 9.2).
- 2.8 Subject to the instalment plan (as specified in the Partnership Agreement/Specific Terms and Conditions), the last instalment will be transferred upon reception and approval by CACH of the final Action report and audit.
- 2.9 The Partner will receive the Contribution to an account in the currency BAM defined in the Partnership Agreement/Specific Terms and Conditions.



3. Responsibilities – Duties of the Partner

Project Management & Funding

- 3.1 The reception of a CACH Contribution/Instalment shall immediately be confirmed by the Partner in writing.
- 3.2 In order to receive the CACH Contribution/Instalment, the partner shall maintain an account in the currency defined as partner currency in the Partnership Agreement/Specific Terms and Conditions (see also sec. 2.9, sec. 4.3).
- 3.3 The Partner shall ensure that all contributions are used effectively, economically and ethically (as per sec. 3.20 – 3.24 and in line with CACH's Code of Conduct – Annex to the Partnership Agreement).
- 3.4 In the case of multiple parties on the Partner side, it is necessary to define the Lead Partner and its role.
- 3.5 Role of the Lead Partner:
- coordination between all project stakeholders and implementation of individual Action activities,
 - monitoring all action activities and ensuring their successful realization,
 - regular reporting on action activities and communication with the CACH on action progress,
 - taking responsibility for overall implementation of the Action.
- 3.6 The Partner shall have an appropriate management system including rules on the demarcation of authority, an internal control system, bookkeeping, procurement, human resources, controlling and auditing, enabling it to reliably meet the requirements mentioned in the Partnership Agreement (defined in sec. 1.3). In its accounting system, the Partner shall open a separate bookkeeping account or a cost centre, through which the income and expenditures of the action shall be dealt with exclusively. At any time, the Partner ensures the traceability of all funds transferred. Where deemed required, CACH reserves the right to choose an appropriate accounting system for implementation of the specific project (e.g. Empanda, etc.) The Partner may, in addition to the intended accounting system for the implementation of the action, use its own official system for internal purposes.
- 3.7 The Partner shall have an appropriate monitoring system and plan that allows to follow up on the targets set out in the logframe (Annex to the Partnership Agreement/Specific Terms and Conditions) and to collect all information needed for the reporting. CACH reserves the right to receive information about the accounts at any time (e.g. in order to review account balance, expenditures, etc.).
- 3.8 The Partner shall do all bookkeeping in accordance with legal regulations and professional guidelines applicable, especially the Generally Accepted Accountancy Principles (GAAP).
- 3.9 The Partner shall inform CACH immediately in writing of any event that alters the planned realisation of the activity or has a negative effect on the performance of the Partnership Agreement (defined in sec. 1.3) or could cast doubt on this performance. The Partner may submit suggestions for changes to CACH.
- 3.10 Unless otherwise agreed in the Partnership Agreement (defined in sec. 1.3), changes that affect the description of the activity or its financing must be approved in writing in advance by CACH (cf. Partnership Agreement Amendment; 9.2).
- 3.11 The Partner is obligated to inform CACH 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 Partnership Agreement/Specific Terms and Conditions) as well as of the purpose of all funds intended for the activity.
- 3.12 The Partner shall at any time grant unhindered access for representatives appointed by CACH or by the back donor (staff members, auditors,



etc.) to all action activities, sites, offices, administrative and electronic systems as well as supporting evidence and documentation for examining the implementation and administration of the action or activities and systems connected to that.

Procurement

3.13 The Partner is responsible for all decisions concerning the purchase of services, goods and/or works 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 as well as those of the back donor. This requires the Partner to ensure that there is no detection of suppliers, subcontractors, natural persons (including recipients of training or finances, but not including final beneficiaries of the action), in the sanctions lists of the restrictive measures of the back donor. Sanctions lists are freely available online (e.g. of [EU](#) , [USA](#), [UN](#)). An audit trail of the screenings must be saved as proof of due diligence.

Subject to special provisions regarding the transfer of ownership to third parties (e.g. beneficiaries, another project) during or after the implementation of the activity, all purchases or equipment acquired for the action immediately become the property of the Partner and shall be used only for the activity. The Partner will maintain an up-to-date inventory. The Partner agrees that all the equipment acquired for the project cannot be sold to a third party for a period of 2 (two) years from the completion of the specific action. Any change in purpose of use or the sale of the assets in that period must be approved by CACH (see also sec. 9.2).

3.14 The Partner shall define and enforce a procurement and commissioning procedure considered professional, fair, impartial, transparent and appropriate. The following basic principles shall be respected:

- Fairness: contracts shall be awarded to those bidders who offer the best value for money. The value shall be determined on the basis of criteria (e.g. quality, availability, delivery time, capacity and reliability of bidder, specific risks, etc.) defined in advance by persons independent of all suppliers.
- Transparency: contracts to be awarded shall be put out to tender on the broadest base possible. The evaluation criteria shall be made accessible to all bidders. The entire commissioning process shall be public insofar as no privacy rights are affected.
- Equality of treatment: The procedures shall ensure that all bidders enjoy equal opportunity and equitable treatment (e.g. no bidder is given privileged access to information).
- Anti-corruption: Bidders must commit themselves to a strict anti-corruption policy. Bidders that demonstrably follow / followed corrupt, fraudulent, extortionate or otherwise illegal practices shall be excluded from the commissioning process.
- Traceability: All decisions shall be documented in due form with the relevant documents such as minutes, tender or bid documents kept available for at least ten (10) years (see also sec. 5.5).

3.15 The applicable Procurement Regulations are specified in the Partnership Agreement/Specific Terms and Conditions.

3.16 In general, the Partner shall not outsource any Action-related activity (as per the Partnership Agreement defined in sec. 1.3) to a third party. Any exception to this rule requires prior, written consent of CACH (cf. Partnership Agreement Amendment, 9.2) and in case such consent is given must be awarded following the rules on Procurement (as laid out in the Partnership Agreement/Specific Terms and Conditions). In such cases, the Partner's responsibilities and liabilities towards CACH and its back donors, the beneficiaries and third parties shall remain unchanged (see also 9.4 - 9.6).

3.17 In case of subcontracting, the Partner shall ensure that the rules of this agreement are also made binding for the subcontractors. Upon request of CACH and without limiting his own obligations concerning reporting and audit, the Partner will provide CACH with a list of all subcontractors and with a copy of the contracts and related documents agreed with subcontractors.

Human resources

3.18 The Partner is responsible for employing qualified staff suited for the task of implementing and administering the Action. Before taking on an assignment, the respective staff member is to get an adequate introduction and – if needed – a proper training.





- 3.19 In recruiting staff, the Partner is to respect the Action's budget and the organisational structure or list of positions agreed upon with CACH.
- 3.20 The Partner is to sign working contracts with all staff members involved in the Action. The staff contracts are to include the exact job description, the employee's duties and rights as well as his/her salary and other benefits. In the staff contract, the Partner is to define how many working hours or what percentage of the job are to be devoted to the Action.
- 3.21 The Partner is to ensure that staff working for the Action record and document their working time in due form (e.g. [Template of EU](#)). Working time not accounted and documented for in due form must not be charged to the Action's account.
- 3.22 A list of all staff members working for the Action shall be kept by the Partner, including the following details: staff member's name, address, contact details, ID number, job title, contract details (reference number or starting date, etc.). The Partner will provide the aforementioned data to the CACH for review when asked and solely for the purpose of project implementation and for audit purposes.

Compliance, Conflict of Interest and Code of Conduct

- 3.23 The Partner commits itself to respect the national laws and of its domicile or place(s) of action and all legal rules and requirements as well as the professional standards and regulations applicable (see also the Partnership Agreement/Specific Terms and Conditions). The Partner commits itself to ensure that the rules and regulations are respected by its staff, within the organisation, any third parties involved in the implementation of the project, and the entire realm of the Action.
- 3.24 The Partner undertakes to comply with the Code of Conduct of Caritas Switzerland (signed by the Parties and attached to this Partnership Agreement/ Specific Terms and Conditions) and the Environmental Protection Provisions that state the Partner shall comply with the environmental protection provisions applicable at the place of performance, but at least with the agreements on the environment following Annex 2 of the Public Procurement Ordinance (PPO SR 172.056.11 - Ordinance of 12 February 2020 on Public Procurement (PPO: [SR 172.056.11 - Ordinance of 12 February 2020 on Public Procurement \(PPO\) \(admin.ch\)](#)) that are relevant to the partner's performance.
- 3.25 CACH has a zero-tolerance strategy towards sexual exploitation, abuse, and harassment of beneficiaries or any other stakeholder. Protection from sexual exploitation, abuse and harassment (PSEAH) is everyone's responsibility, and all staff are required to adhere to CACH's Code of Conduct, which includes the principles of PSEAH, at all times (both during work hours and outside work hours). The Partner ensures that familiarization with, and adherence to, CACH's Code of Conduct.
- 3.25 The Partner ensures that situations of conflicts of interests are avoided and - should they arise - are immediately documented. The Partner shall inform CACH without delay of any situation constituting or likely to lead to any such conflict. Considered a conflict of interests are situations in which a person's ability to exercise its function in an impartial and professional manner is undermined by extraneous factors such as social ties, political, ethnical, national affinity, economic interests, etc. (see also CACH's Conflict of Interest Policy on its website).
- 3.26 CACH encourages early discussion should a disagreement arise; escalation of a complaint can range from project level discussions (for minor concerns) to the submission of a formal complaint to the senior leadership of the organisation (for grave concerns, such as e.g. violation of the Code of Conduct). Submission of a concern to CACH's senior management should be executed via CACH's Complaint Mechanism found on its website.

Communication

- 3.27 Any verbal or written exchange of information between CACH, other entities 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.
- 3.28 If CACH gives the Partner written permission to disclose information, the Partner is obligated to supply such information truthfully and to mention CACH in previously approved form (e.g. logo). Announcements about the Partnership Agreement (defined in sec. 1.3) given to mass



media or made in any other public form (press, radio, television, cinema, Internet, etc.) require the written permission of CACH (to be obtained in advance).

3.29 The Partner shall include beneficiaries in all relevant Action steps, establish open channels of communication for feedback and information sharing, and facilitate participatory processes for decision-making and mutual learning.

Public Relations and Visibility

3.30 When communicating about actions that are co-financed by Caritas Switzerland, Caritas Switzerland must be mentioned alongside other sources of funding and especially when communicating about the results achieved. This applies to all means of communication (reports, films, buildings, cars etc.) as well as to events. The logo is provided by Caritas Switzerland. If there are relevant backdonors, the Partner undertakes to mention also them clearly within the context of its activities. The specific visibility rules of any backdonor have to be respected strictly. Copies of all visibility products shall be transmitted to CACH.

3.31 Project visibility should be ensured with the aim of informing project partners, target groups and the general public about the Action, the reasons and needs for its implementation.

3.32 Project visibility shall be ensured through media promotion (via media conferences, press releases and interviews presenting the Action to the general public), online visibility (via web pages, social network and other online platforms for promoting the Action and its results) and visibility of the support from the Swiss Government.

Intellectual Property, Copyright

3.33 Ownership of, and title and intellectual and industrial property rights to, the Action's results, reports and other documents relating to it will be vested in the party that created it, usually the Partner. For intellectual property rights vested to the Partner, he shall grant CACH the right to freely and without special remuneration use, reproduce, license, store, modify, translate, display, publish or communicate by any medium all documents or other results deriving from the Action whatever their form, provided it does not thereby breach existing industrial and intellectual property rights. CACH will mention the Partner's role in the creation of the intellectual property upon request.

3.34 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. CACH and the back donor shall be entitled to unhindered access to these rights, 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.

Data Protection and Non-Disclosure

Standard Contractual Clauses (SCC)

3.35 Application of the SCC: The parties agree to comply with the Standard Contractual Clauses of the European Commission dated 04-06-2021. These clauses are considered an integral part of this contract. The SCCs ensure that an adequate level of protection within the meaning of data protection laws, in particular the GDPR, is guaranteed when personal data is transferred to third countries.

3.36 Accessibility of the SCC: The full texts of the standard contractual clauses can be viewed at the following URL: [Standard contractual clauses for international transfers - European Commission \(europa.eu\)](https://eugdpr.europa.eu/en/standard-contractual-clauses-for-international-transfers-european-commission-europa.eu). The parties undertake to review the SCCs regularly and to ensure that all current versions are complied with. Should the link to the SCC be changed, the partner is obliged to find the current location of the SCC independently and to comply with the latest provisions.

3.37 Priority of the SCC: In the event of a conflict between the provisions of this contract and the standard contractual clauses, the provisions of



the standard contractual clauses shall take precedence. This applies in particular to provisions relating to the protection of personal data. The precedence of the SCC ensures that in the event of any discrepancies, the data protection requirements of the SCC prevail and the appropriate safeguards are applied.

Obligations of the parties

3.38 Compliance with the SCC: The parties undertake to comply with the standard contractual clauses and recognize their legally binding nature. Both parties are responsible for ensuring that all requirements of the SCC are fully and correctly implemented.

3.39 Measures for compliance with the SCC: The Partner undertakes to take all necessary technical and organizational measures to ensure compliance with the Standard Contractual Clauses. This includes, but is not limited to:

- Implementing and maintaining appropriate security measures to protect the confidentiality, integrity and availability of the personal data processed.
- Conducting regular security reviews and audits to ensure that the data protection measures are effective and meet the requirements of the SCC.
- Training employees on data protection regulations and compliance with the SCC to ensure that all employees who work with personal data have the necessary knowledge and skills.

3.40 Duty to inform: The Partner undertakes to inform CACH immediately if it believes that an instruction from CACH violates the SCC or applicable data protection laws. In such a case, the Partner shall suspend the processing of the data concerned until clarification has been obtained from CACH.

3.41 Sub-contractor: The Partner may only use sub-contractors with the prior written consent of CACH. The Partner shall ensure that all sub-contractors are contractually obliged to comply with the same data protection obligations as the Partner itself. The Partner shall remain fully responsible for the acts and omissions of its sub-contractors.

3.42 Data export: The Partner shall not export any personal data of CACH without the express written consent of CACH and only in accordance with applicable data protection laws and the SCC. The Partner shall ensure that all transfers of personal data to third countries are made on a valid legal basis and that all necessary measures are taken to protect the data.

3.43 Support in complying with data protection laws: The Partner shall support CACH in complying with data protection laws, in particular in exercising the rights of data subjects, carrying out data protection impact assessments and cooperating with supervisory authorities. The Partner shall ensure that all requests from data subjects or supervisory authorities are immediately forwarded to CACH and answered in close coordination with CACH.

3.44 All information disclosed relating to the Partnership Agreement (defined in sec. 1.3), information and data resulting from the Partnership Agreement and its implementation shall be confidential, notwithstanding its form. The Partner shall draw the attention of her/his staff to the confidentiality. It shall not be used for other purposes than stated in the Partnership Agreement, unless it becomes publicly known or CACH has explicitly authorized the disclosure or a party is required by law to disclose information and the party has immediately notified the other party upon becoming aware of this requirement. This provision remains valid after the termination of the Partnership Agreement.

3.45 Processing of Data: The partner shall process personal data exclusively for the contractually agreed purposes and only on the documented instructions of CACH, such as in the case of service configurations of CACH. If the partner is of the opinion that an instruction from CACH is inadmissible, it must inform CACH immediately. The Partner shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of this Partnership Agreement.

3.46 Data Security: The partner undertakes to ensure appropriate data security at all times in accordance with the applicable data protection laws.



This includes at least compliance with the agreed technical and organizational measures. The partner shall notify CACH immediately of any breach of data security and provide all relevant information.

3.47 Data Return and Deletion: After termination of the contractual relationship, the partner shall return all personal data to CACH and delete it, provided that there are no statutory retention obligations to the contrary or CACH does not issue any other instructions.

3.48 Proof and Verification: The partner shall provide evidence of compliance with this Partnership Agreement on a regular basis. CACH shall have the right to comprehensively review this evidence in order to ensure compliance with the data protection provisions.

3.49 Access to CACH Internal IT Systems: In exceptional circumstances, the partner may be granted access to Caritas Switzerland's internal IT systems, including Cara, the Intranet, or the creation of an email account with the Caritas Switzerland domain. When an email address is created, it must be used exclusively for executing tasks defined in the contract. The following considerations apply in addition to the above:

- a) Professional Confidentiality: All information accessed within Caritas Switzerland's internal IT systems is confidential unless explicitly stated otherwise. Such information must not be disclosed to third parties without prior written consent from Caritas Switzerland
- b) Information Security: The partner is required to maintain secure access to Caritas Switzerland's internal IT systems. This includes safeguarding their technical equipment with robust anti-virus software, firewalls, and strong passwords inter alia. Additionally, the partner must adhere to behavioural measures, such as locking screens when not in use and refraining from using unauthorized external storage devices to enhance information security.
- c) Training and Compliance: The partner must participate in required training programs and adhere to internal IT security and data protection policies.
- d) Access Rights and Restrictions: Access to Caritas Switzerland's internal IT systems is limited to the specific systems and data necessary to fulfil the contract requirements. Unauthorized access to other systems or data is strictly prohibited.

4. Use of Funds

4.1 Action funds not used immediately shall be deposited in an account in the action currency generating interest. Income so accruing is to be accounted for in the statements of accounts and used for the Action.

4.2 Any surplus funds, i.e. any contributions pledged and transferred by CACH but not used in the Action as planned, shall be used according to the directives given by CACH.

4.3 The exchange of funds into currencies other than the project currency or the partner currency (as per the Partnership Agreement/Specific Terms and Conditions) must be documented with valid bank vouchers.

4.4 Unless otherwise agreed in the Partnership Agreement (defined in sec. 1.3), the Partner shall use the CACH 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).

4.5 Without the prior written consent of CACH, the Contribution may not be used for purposes other than those intended within the scope of the activity (see also sec. 9.2).

4.6 Eligible costs: The costs that are considered justified are only those costs that occurred during the implementation of the project in order to carry out the permitted activities, namely:

- costs incurred during the action implementation period, i.e. costs incurred between the signing of the Partnership Agreement and the deadline for action implementation,



- cost necessary for realization of action activities, i.e. cost that are directly related with action activities and that are necessary for its realization,
- costs listed in the budget documentation, i.e. costs that are estimated in the budget documentation and are part of the Partnership Agreement,
- costs that are in accordance with applicable law of Bosnia and Herzegovina,
- costs that are documented in financial documentation,
- costs that are justified and economical.

4.7 Eligible costs are divided into direct and indirect costs.

4.8 Direct costs are those that are directly related to the implementation of the Action activities and include: costs of services, costs of works and procurement of goods.

4.9 Subject to the fulfilment of the conditions set out in Article 4.6. of the General Conditions, examples of eligible costs are the costs of technical/professional staff directly engaged in the implementation of the project, in the amount of the gross salary earned (up to 30% of the action value), including the costs of contributions and other compensation. The amount of salaries and costs cannot be higher than the regular amount of salaries and costs, unless justified by evidence that it is necessary for the implementation of the project.

4.10 Indirect costs refer to the general operating costs of the Partner and are limited to 10% of the total budget. The grant may co-finance a maximum of 1% of the total value of indirect costs. The partner is obliged to provide the remaining amount.

4.11 Ineligible costs are: salaries of the public servants, purchase of vehicles, costs of studies and professional training of individuals (except for capacity building), interest on loans, purchase and rental of land and buildings (except when necessary for the direct implementation of the project), leasing costs, financial penalties and court costs, costs of guarantees and similar expenses, losses due to exchange rate differences, costs of repair and maintenance of existing machinery and equipment, costs of projects implemented exclusively in the interest of individuals, as well as projects supporting political parties or religious communities, utility costs, establishment of private companies, travel costs abroad, debts, debt servicing costs and provisions for losses or debts, double financing, purchase of second-hand machinery and equipment, depreciation, customs or import duties fees, freight forwarding services, third-party lending, preparation of technical documentation (unless the project provides for direct construction of infrastructure), salaries and office expenses of public administration staff, public revenues.

4.12 If the Action's funding needs are covered without CACH contributing the full amount mentioned above, CACH reserves the right to reduce its contribution accordingly.

4.13 Without prejudice to the articles on Termination (Art. 7), CACH reserves the right to suspend payments:

- in the event that the conditions as set out in the budget are not met.
- the amount indicated in its request of payments is not due, or;
- proper supporting documents have not been supplied, or;
- clarifications, modifications or additional information to the narrative or financial reports are needed, or;
- there are doubts on the eligibility of expenditure and it is necessary to carry out additional checks, including on-the-spot checks to make sure that the expenditure is eligible, or;
- it is necessary to verify whether presumed substantial errors, irregularities or fraud have occurred when concluding this Partnership Agreement or in the implementation of the Action, or;
- it is necessary to verify whether the Partner has breached any substantial obligations under this Partnership Agreement; or
- it is necessary as a precautionary measure without prior notice, prior to, or instead of, terminating this Partnership Agreement as provided for in articles on Termination (Art. 7).



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

Records of Use of Funds

- 5.1 All expenses need to be documented by sound supporting evidence verifiably related to the Action. The Partner is obliged to file all documents digitally in Empanda, according to the Project Supporting Documentation Standards (Annex to the Partnership Agreement/Specific Terms and Conditions).
- 5.2 The Partner cannot use grant funds received from the CACH as grant funds to third parties within its own projects that it is implementing outside the scope of its cooperation with CACH.
- 5.3 VAT on the purchased goods, works and provided services within the Action implementation that are responsibilities of the Partner, Partner cannot show CACH as an expense.
- 5.4 Receipts must adequately document the transaction of funds in exchange for a received service, good or work. Receipts submitted must include at least the following information: recipient/contractor's name and address, element of evidentiary value (logo, signature etc.), receipt number, Project reference number and budget line (account code), billing date, reason for expense, amount, and – in case of currency exchanges – exchange rate applied.
- 5.5 Expense vouchers for remuneration of personnel within the Action must contain at least the following information: Project reference number, employee's task within the Action (including terms of reference or job description), place of work, period of work, working hours or percentage, amount paid, employee's signature or proof of payment by bank voucher.
- 5.6 If relief goods were purchased and distributed, the distribution must be recorded by adequate means. At least the following information must be available: date and place of distribution, name and signature of recipient, recipient's location, amount and type of relief goods received by recipient, name and signature of officer responsible for distribution.

Reports on Use of Funds

- 5.7 The Partner shall provide CACH with operational reports (narrative and financial) and the associated statements of account on the dates and using the procedures set out in the Partnership Agreement (defined in sec. 1.3). All documentation - incl. supporting docs such as e.g. bank vouchers, invoices, recipes, etc. - must be stored for ten (10) years. The Partner is responsible for the storage.
- 5.8 The reports shall consist of:
- Narrative section: achievement of Action objective, comparison of planned / achieved results, activities and applied methods, challenges and opportunities encountered, Action modifications and lessons learned.
 - Financial section: balance, financial statement (expenditures and income) compared to approved budget.
- 5.9 After submission of a report, CACH will inform the Partner in writing as to whether the report has been accepted or if more information is needed.
- 5.10 At the end of the activity, the Partner shall provide CACH with a final report for its approval as well as an unrevised final statement of account whose documentation is available to CACH, or, if the Partnership Agreement (defined in sec. 1.3) so provides, a revised final statement of account confirming the financial correctness and the contract compliance of the statement of account.



5.11 CACH and representatives of the back donor as well as any third party named by CACH shall have the right to inspect the activity. In the event of any inspections of the activity by CACH, its representatives or representatives of the back donor, the Partner shall make all required documents available and provide all necessary information.

Financial reporting and audits

5.12. The Partner shall commission an external, independent, professional auditing company to carry out audits of the Partners accounting and general management system, in accordance with the generally accepted international auditing standards (mentioned below) and according to the auditing timetable defined in the Partnership Agreement.

5.13 The Partner shall ensure that every three (3) to five (5) years the contract is given to a different auditing company.

5.14 The contract shall be awarded solely to auditing companies which:

- are member of the profession's relevant associations and expert bodies.
- meet all legal requirements and hold all necessary permissions.
- are recognised as qualified companies and can provide relevant references (in the NGO sector, if possible)
- are independent from the Partner and are not in a situation of conflict of interests.

5.15 The Partner shall answer the audit reports in a management response in which the audit's crucial points are commented and concrete steps are defined by means of which possible shortcomings are be tackled.

5.16 The Partner shall ensure the implementation of the defined measures and record the implementation's progress in a progress report.

5.17 The Partner shall forward the signed auditor's report and management letter as well as its signed management response and progress reports to CACH as stated in the Partnership Agreement (defined in sec. 1.3).

5.18 CACH reserves the right to commission an external auditing company in its own right to carry out an audit of the Action or the Partner's organisation.

5.19 If the Action is or will be co-funded by other parties, the Partner shall immediately and autonomously inform CACH about the cooperation and grant access to all relevant documents. CACH reserves the right to get into contact with any other party involved in the Action or funding the Partner.

5.20 For audits, the 'Terms of References for Extended Project Audits' of Caritas Switzerland must be followed. CACH is authorised to change TORs during the action period.

Evaluation

5.21 CACH will commission or conduct an evaluation of the Action or parts of it, if mentioned in the Partnership Agreement. The Partner is to facilitate the evaluator in due form, especially by logistical means, by fostering open exchange with staff members, beneficiaries and third parties, and by allowing free access to all Action related sites, documents and systems. The Partner is obliged to respond to each evaluation result with a management response.

Archiving

5.22 After completion of the Action, the Partner shall secure all relevant business records and hold them available for another ten (10) years at least



(see sec. 5.5). If this is not possible in the Partner's country, the Partner shall inform CACH before the end of the Action and – upon request – hand over all relevant documents to CACH.

6. Budget

6.1 The budget must be adhered to (Annex to the Partnership Agreement/Specific Terms and Conditions).

6.2 Deviations from a budget category (main budget heading) of more than 10 % need the prior approval by CACH. The Partner must account for every change to the budget at the latest when the interim and final statements of account are presented.

6.3 If due to a lasting, significant rise of the local price level the Action cannot be implemented with the funds already granted, CACH's contribution will not be automatically adjusted. No currency exchange losses can be covered by action costs. For any exchange rate profits, the partner must contact CACH for further instructions.

7. Withdrawal / Termination / Suspension

Regular Termination / Termination with prior notice

7.1 This Partnership Agreement (defined in sec. 1.3) may be terminated by either Party giving three (3) months' prior written notice.

7.2 Being dependent on contributions by back donors itself, CACH reserves the right to reduce or cancel its contribution, according to reduction in funds by the back donors. In such circumstances the Partner is not entitled to any form of compensation.

Termination for substantial reasons by both parties / Termination without prior notice

7.3 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 Partnership Agreement (defined in sec. 1.3) with immediate effect.

7.4 If the performance of the Partnership Agreement (defined in sec. 1.3) is impeded owing to force majeure¹, each Party has the right to cancel the Partnership Agreement with effect from the beginning of the force majeure¹ or political event. No party shall be in breach of Partnership Agreement if the breach of obligations is caused by force majeure.

7.5 CACH may terminate the Partnership Agreement (defined in sec. 1.3) prematurely without arbitration or giving prior notice without prejudice to 'Regular Termination' (sec. 7.1) and 'Termination for substantial reasons by both parties' (sec. 7.3), in the following circumstances:

- The Partner fails, without justification, to fulfil any substantial obligation incumbent on him by this Partnership Agreement and, after being given notice to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within thirty (30) days of receipt of the notice;
- The Partner is bankrupt or being wound up, is having its affairs administered by the courts, has entered an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- a Partner, or any related entity or person, has been found guilty of an offence concerning their professional conduct proven by any means;
- a Partner, or any related entity or person, have committed fraud, corruption, or are involved in a criminal organization, or included in any sanctions list, money laundering or any other illegal activity detrimental to the CACH's and its back donors' financial interests;

¹ Force majeure is any unforeseeable event, not within the control of either party and which by the exercise of due diligence neither party is able to overcome, such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion.



- a change to a Partner's legal, financial, technical, organizational or ownership situation or the termination of the participation of a Partner substantially affects the implementation of this Partnership Agreement or calls into question the decision awarding the grant;

7.6 If a back donor of CACH reduces or cancels its financial contribution to the Project because of the Partner's insufficient performance (e.g. lacking documentation, substantial shortcomings in Action implementation, bookkeeping, etc.), CACH reserves the right to reduce its contribution accordingly or to request the Partner to return funds already transferred or to terminate the Partnership Agreement (defined in sec. 1.3) without giving prior notice according to the articles on 'Termination without prior notice' (Art. 7.5) in this General Terms and Conditions.

Suspension

7.7 The implementation of the Action and the resulting obligations of the parties may be suspended in exceptional circumstances, which render the implementation temporarily impossible or dangerous, notably in case of force majeure events. The Partner shall inform CACH immediately of such circumstances, their nature, probable duration and the foreseeable effects on the Action. CACH shall approve of the suspension. The Partner undertakes to minimise the effects of the exceptional circumstance and resume the implementation of the Action as soon as possible. The measures taken for the management of the duration (period) of the suspension is subject to individual arrangements depending on context and back donor regulations. If resumption is not possible and no other solution can be found, CACH has the right to terminate this Partnership Agreement (defined in sec. 1.3) in accordance with article 'Termination without prior notice by CACH' (sec. 7.5) and the right to suspend payments during this suspension of the Action is reserved.

Additional provisions

7.8 If the Partnership Agreement (defined in sec. 1.3) is cancelled prematurely, the Partner shall produce an operational final report as well as a final statement of account. CACH 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 Partnership Agreement, provided a deficiency or fault on the part of the Partner is not the reason for the premature cancellation. All advance payments from CACH and all material produced using CACH/back donor funds which have not been used up in the course of the activity must be turned over to CACH within two (2) months of a premature cancellation of the Partnership Agreement (defined in sec. 1.3).

7.9 CACH reserves the right to request full or partial repayment of costs incurred due to the Partner not observing its contractual obligations as per this Partnership Agreement (defined in sec. 1.3.) leading to cost deemed ineligible by the donor (e.g., fuel costs for vehicle movements that are not registered in the logbook; salary costs not backed by a work contract and timesheet if applicable; costs resulting from deviations to the required procurement process etc.).

8. Duration of Contract

8.1 The Partnership Agreement (defined in sec. 1.3) shall end when the Parties have fulfilled all their contractual obligations, but at the latest when CACH makes its final payment. This can only take place after receipt of the final report as well as the final audit, depending on the Partnership Agreement, receipt of the revised or unrevised final statement of account, and the approval by CACH of these documents. If there is no final payment, the Partnership Agreement ends six months after CACH accepts the final report and the final statement of account, unless CACH objects in writing before this period of time elapses.

9. Miscellaneous

9.1 The provisions of the Specific Terms and Conditions take precedence over the General Terms and Conditions and all other Annexes with the exception of derogating special provisions.

Modifying Terms and Conditions



UNLOCKING POTENTIALS
Cooperation is development.

CARITAS Schweiz
Suisse
Svizzera
Svizra

NIRAS

9.2 Changes to the Partnership Agreement (as defined in sec. 1.3) must be made in writing and signed by both parties.

Legal remedies

9.3 This Partnership Agreement is governed by the laws of Switzerland with the exclusion of collision laws and international laws. Sole place of jurisdiction for disputes arising from this Partnership Agreement is Lucerne, Switzerland.

Liability

9.4 In every case, the Partner alone is responsible to CACH; CACH assumes no obligations to anyone other than the Partner.

9.5 The Partner assumes sole liability for any damage or injury sustained by the Actions's beneficiaries, the Partner and its staff as well as third parties resulting from or happening in connection with the Action, its activities, management, outputs or effects. CACH cannot under any circumstances, or for any reason whatsoever, be held liable for or accept any compensation claims in connection with such damage or injury. The Partner shall assume sole liability and discharge CACH of all liability arising from any claim or action taken by third parties (including back donors and beneficiaries) in connection with the Action, its activities, management, outputs or effects.

9.6 The Partner shall be liable for any damage sustained by CACH or its representatives due to the Partner's intent or negligence.

These General Terms & Conditions were drafted in English, and the English version represents the understanding of the Parties. Any other version is provided as a translation. In the event of conflict between different versions, the English version will prevail.

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