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**F DFA Model Contract prepared in implementation of Art. 12, para. 2 of
the Ordinance on the Use of Private Security Companies by the
Federal Government ([OUPSC, SR 124](#))**

Contract

between

**the Contracting Authority [name/address] of the Swiss Confederation (hereinafter
referred to as the Client)**

and

the Company [name/address] (hereinafter referred to as the Contractor)

concerning

**protection services for the property located in [name of country or territory,
address of Confederation premises] and/or the personnel of the Confederation in
[country/city]**

The Client and the Contractor agree as follows:

1 Recitals

[discretionary content]

2 Subject-matter of the Contract

The Client delegates to the Contractor performance of the assigned tasks for the [protection of property/person], as set forth in the Terms of Reference and budget (Appendix 1) and in the Performance Specification (Appendix 2), for the period from [date] to [date].

The contractually agreed services to be performed have been stipulated by the Parties comprehensively and in writing in the present Contract.

The specifics of performance are set out in the Terms of Reference (Appendix 1) and in the binding Performance Specification (Appendix 2), which documents were drafted jointly by the two Parties and have been signed by each of them, respectively.

3 Purpose of the Contract

[Insert description of contract purpose]

4 Definitions

In this Contract, the following expressions shall have the meanings as set forth below:

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- [Weapon/arms: definition as under national law]
- [Justified self-defence: definition as under national law]
- [Justified necessity: definition as under national law]
- ...

5 Contractor duties

5.1 Contractor prerequisites

5.1.1 The Contractor shall satisfy the following prerequisites:

- a. It provides sufficient guarantees concerning the recruitment, training, and oversight of its personnel. Specifically, recruitment is to be conducted in a fair and transparent manner. Personnel hired are selected on the basis of objective criteria (i.e., good repute, physical and mental ability).
- b. It possesses sufficient documentation in evidence of its good reputation and irreproachable business conduct.
- c. It is solvent.
- d. It possesses an adequate internal control system, capable of ensuring that its personnel comply with established standards of conduct and that disciplinary measures are taken where misconduct occurs. The internal control system guarantees that legal provisions and regulations are implemented and that company principles and rules are complied with.
- e. It has been authorised to carry out activities in the domain of private security, as required by law in the place of performance of the contractually agreed services.
- f. It possesses liability insurance with coverage in an amount commensurate with the incurred risk.

5.1.2 In the event that one or more of the prerequisites set forth in the foregoing clause 5.1.1 should no longer be satisfied, or be satisfied only in part, the Contractor shall notify the Client thereof in writing and without delay.

5.1.3 The Contractor possesses liability insurance providing coverage in the following amounts:

- [Amount and currency as applicable] for personal injury
- [Amount and currency as applicable] for property damage
- [Amount and currency as applicable] for disappearance of guarded objects
- [Amount and currency as applicable] for financial loss
- [Amount and currency as applicable] for disappearance of deposited objects
- [Amount and currency as applicable] for financial loss due to infringement of the Data Protection Act.

5.2 Contractor services

5.2.1 The Contractor owes to the Client performance of the following services:

Property protection: [precise description]

Personal protection: [precise description]

The performance owed is described in detail in the Terms of Reference attached as Appendix 1.

5.2.2 The Contractor undertakes to perform its duties under the present Contract in a professional manner, conscientiously, and with all due care, as set forth in the Terms of Reference (Appendix 1) and the Performance Specification (Appendix 2). In performing its contractual duties, the Contractor shall act to protect the interests of the Client.

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5.2.3 Should the Contractor require additional personnel in order to accomplish the agreed purpose of the Contract, it shall inform the Client thereof without delay and in writing. Any modification in the performance of the services owed by the Contractor shall be subject to the written consent of the Client.

5.2.4 Any delegation by the Contractor of performance of all or part of the present Contract to subcontractors shall be subject to the prior written consent of the Client. Subcontractors and their personnel must satisfy all conditions stipulated in the present Contract and the Appendices thereto. The Client shall be liable solely to the Contractor. In the event that the Contractor delegates performance of all or part of the Contract, the Contractor shall bear sole liability for the acts of any subcontractors.

5.2.5 It shall be incumbent upon the Contractor to report to the Client without delay any such circumstance as may be capable of impairing performance of this Contract.

5.3 Employment contracts

5.3.1 The Contractor shall conclude written employment contracts with all members of its personnel. It shall be obligatory that the following clause be included in all such contracts:

It is the duty of all personnel to forbear from directly or indirectly offering, receiving, or accepting promises of gifts or other advantages that are or are capable of being considered as constituting wrongful conduct or bribery.

5.3.2 It shall be incumbent upon the Contractor to disclose to the Client the identity of deployed personnel. The Client shall be entitled to consult all employment contracts and personnel files (including, in particular, employee resumes). Specifically, the Client shall be entitled to be informed as to the consideration paid by the Contractor to its personnel.

5.3.3 The Contractor shall pay its personnel a reasonable wage. The minimum wage shall in all cases be no less than [amount per unit of time; currency and amount are discretionary]. The method of determining wages shall be equitable and shall be transparent both for the personnel and for the Client.

5.3.4 The Contractor shall provide its personnel with social benefits that are reasonable and in keeping with the statutory provisions applicable thereto in the place of performance (in particular, in cases of accident, illness, disability, or death).

5.3.5 All contracts concluded by the Contractor with its personnel shall be in compliance with the statutory provisions on employee protection as applicable in the place of performance of this Contract.

5.4 Personnel training

5.4.1 It is the duty of the Contractor, for performance of this Contract, to engage persons who have received adequate training with regard to the following issues:

- a) respect for fundamental rights, personal privacy rights, and procedural law;
- b) use of coercive force and proportionality of response measures;
- c) the use of weapons when acting in self-defence or in situations of necessity;
- d) dealing with persons offering resistance or prepared to resort to violence;
- e) assessment of health risks entailed in the use of force;
- f) providing first aid;
- g) applicable standards of conduct for the prevention of corruption;
- h) familiarisation with the Client, its needs, its security requirements, and the terms of its mission statement.

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i) ...

The Contractor shall, in addition, ensure that the personnel deployed have received the training required under both local and international law.

5.4.2 Where the Parties have agreed that the persons deployed by the Contractor for performance of this Contract are to be armed, the Contractor shall make certain that such persons, in addition to having received training in the use of the weapons in question, are in possession of a license to carry weapons in accordance with the laws applicable in the place of performance of this Contract (cf. clause 5.6, below).

5.4.3 Where any of the requirements set forth in clause 5.4.1 becomes ineffective, is only partially satisfied, or could be construed as being no longer or only partially satisfied, the Contractor shall inform the Client thereof in writing and without delay.

5.4.4 In the event of discovery that any of the Contractor's personnel do not possess the requisite skills or constitute an impediment to performance of the Contract, such persons shall be summarily replaced. Any such replacement of personnel is to be reported to the Client in writing.

5.4.5 It shall be incumbent upon the Client to verify that persons deployed by the Contractor for the performance of this Contract have received the proper training.

5.5. Identifiability / Clothing

When acting in exercise of their functions, the personnel deployed by the Contractor shall be attired in such manner as to be identifiable by the Client and recognisable to third parties. In addition, they shall be attired in a manner that does not allow them to be mistaken for a member of a public authority (notably, the police or the military) acting in an official capacity.

It shall be incumbent upon the Contractor to properly inspect and maintain in good repair the attire of its personnel.

5.6 Equipment

5.6.1 Use of weapons

The Contractor shall ensure that its personnel are unarmed when on duty.

or

The Contractor shall arm its personnel for the performance of the agreed services with the following weapons:

- [Precise specification of the authorised weapons and ammunition]

It shall be incumbent upon the Contractor to properly inspect on a regular basis, and to maintain in good repair, the equipment of its personnel.

The weapons agreed upon may be employed only in situations of self-defence or necessity. Attention is drawn to clause 4 of this Contract.

It shall be incumbent upon the Contractor to ensure compliance with the weapons laws applicable in the place of performance of this Contract and to make certain that its personnel are in possession of the requisite authorisations.

5.6.2 Use of dogs

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Where it has been agreed between the Parties that dogs are to be deployed for the performance of this Contract, it shall be incumbent on the Contractor to ensure that its personnel have been trained in the keeping of dogs and that the dogs deployed have been trained for performance of the agreed tasks.

5.7 Use of force and other police measures

The personnel deployed by the Contractor shall not be authorised to employ coercive force or other police measures.

It shall be incumbent upon the Contractor to report to the Client, without delay and in writing, all incidents in which the Contractor's personnel has nevertheless employed coercive force or police measures, or responded in a situation of self-defence or necessity.

5.8 Confidentiality

The transmission of confidential or not freely accessible information obtained by the contracting Parties and their personnel in the performance of this Contract shall be prohibited. Exception shall be made for statutory disclosure duties (in particular, disclosure by the Client of the identity of the Party to whom the Contract was awarded and the amount of the Contract). The duty of confidentiality shall come into effect during the period preliminary to the conclusion of the Contract and shall remain in effect also following termination of the contractual relationship.

Any disclosure of the terms of this Contract to third parties shall be subject to the prior written consent of the Client.

5.9 Report on operations

5.9.1 It shall be the duty of the Contractor to report to the Client, without delay upon the latter's request, on the status of performance of the Contract.

5.9.2 The Contractor shall prepare a written operations report detailing the services performed and the information it is under obligation to provide, and shall deliver it to the Client together with an itemised invoice. The operations report for each calendar month shall be delivered to the Client by no later than the 10th day of the succeeding calendar month.

5.10 Integrity clause

The Contractor and the Client undertake to take all measure necessary for the prevention of corruption. Specifically, they shall neither offer nor accept any gifts or other undue advantages.

The Parties shall inform one another upon discovery of any grounds for suspicion of corruption.

5.11 Anti-discrimination clause

The Contractor must generally refrain from incitement to violence or hatred, and from discrimination on the grounds of race, ethnic origin or religion. Such obligation applies to all activities undertaken by the contractor, including those falling outside the framework of the present contract. Any breach of the above-mentioned obligation justifies the immediate termination of the present contract by FDFA, and entitles the FDFA to demand the full reimbursement of its effective contribution.

The above-mentioned obligation shall be contractually imposed on any subcontractor working towards the execution of the present contract.

5.12 Availability / authority to issue instructions

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The Contractor shall be available [insert time period; e.g., 24 hours per day, seven days per week]. The Client shall be authorised to issue instructions at any time (and, in particular, in the event of an incident), to the shift leader or supervisor.

5.13 Additional contractor duties

It shall be incumbent upon the Contractor to bear the costs of all taxes, duties and insurance coverage accruing under the law of the place of performance and under the terms of the present Contract.

6 Client duties: Payment terms and procedures

6.1 Amount

The Client shall pay consideration to the Contractor in accordance with the terms of the monthly invoice prepared by the latter, the amount of which shall not, however, exceed a maximum of [amount] per month, as set forth in Appendix 1, "Terms of Reference and Budget".

Consideration shall be paid only for such contractually agreed services as have actually been performed.

All amounts stated shall be understood to include taxes, duties, and insurance payments.

6.2 Payment dates and deadlines

The Contractor shall submit to the Client a **monthly** invoice for payment of the consideration due. **Upon approval of the written operations report for the month in question and of the accompanying itemised invoice (cf. clause 5.9), payment shall be made within [number] days.**

6.3 Payment method

The Client shall make payment of the agreed amounts by deposit to the bank account indicated by the Contractor.

[discretionary content]

7 Additional provisions

7.1 Verification and information rights

The Client, all third parties appointed by the Client, and the Swiss Federal Audit Office shall be entitled at any time to examine all records relating to the performance of the tasks assigned under the terms of this Contract and to solicit information pertinent thereto from the Contractor.

7.2 Record retention duty

It shall be incumbent upon the contracting Parties to retain all records pertaining to the Contract for a period of no less than **10** years.

7.3. Breach of contract and non-performance

In the event that either of the Parties suffers a prejudice through breach or non-performance of the contract by the other Party, the injuring Party shall be held liable to the injured Party for compensatory damages.

As breach of contract shall be considered, among other things, any breach of the duty of care by either of the Parties, failure on the part of the Contractor to adhere to the terms of the Performance Specification, failure to heed the instructions of the Contractor, or the unlawful use of coercive force or other police

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measures, of weapons, or of bodily violence on the part of the Contractor's personnel.

As non-performance of the contract shall be considered the failure of the Contractor to take up operations.

7.4 Penalty clause

In the event of non-performance, the Contractor shall pay a contractual penalty in the amount of [currency and amount as appropriate] where it is unable to produce proof of an absence of wrongdoing on its part.

For failure to adhere to the employee protection duties under clause 5.3.5, to the rules of confidentiality under clause 5.8, and to the terms of the integrity provisions under clause 5.10, or for any other significant breach of the terms of this Contract, the Contractor shall pay to the Client the agreed penalty. That penalty shall be in the amount of 10% of the contract amount, but in no case less than CHF 3000.

7.5 Liability

The Contractor shall be liable for any unlawful harm for which it is responsible, or which is caused by its personnel or by any such subcontractors as it may have engaged, where said harm is caused to any of the following parties:

- a) third parties
- b) the Client.

8 Termination of the Contract

8.1 Contract termination

Each of the Parties shall be entitled to terminate the Contract subject to a termination notice period of [insert applicable length of time]. Termination notice must be given in writing.

Where a Party terminates the Contract by giving notice in observance of the aforementioned termination notice period, it shall not be held liable to the other Party for compensatory damages.

In the event of a breach of contract or of non-performance, as set forth in clause 7.3, the other Party shall be entitled to terminate the Contract at any time, by serving notice in writing; such notice shall not be subject to a notice period and no liability for compensatory damages shall thus be incurred.

8.2 Effective date of the Contract

The present Contract shall enter into effect upon signature by both Parties. The agreed performance shall be owed as per the effective date of [insert applicable date; must be a date that lies in the future].

8.3 Term of the Contract: fixed term

The contractual relationship shall terminate as per [insert applicable date; it is recommended that the term of the Contract be fixed at five years], provided that neither of the Parties has terminated the Contract, or that the Contract has not been dissolved by mutual agreement, at an earlier date.

8.4 Amendments to the Contract

Any amendment to this Contract or of its Appendices shall require the consent of both Parties and shall be valid only if made in writing.

8.5 Applicable law and jurisdiction

The present Contract shall be subject to the law of [insert country]. The place of jurisdiction shall be [insert name of place].

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8.6 Appendices and precedence of the Contract

The following documents constitute integral parts of this Contract:

- Terms of Reference and Budget (Appendix 1)
- Instructions for guarding (Appendix 2)
- further appendices

In the event of any discrepancies between the present Contract and the Appendices, the text of this Contract shall prevail.

9 Final provisions

[discretionary content]

9.1 Language, number of originals

[discretionary content]

9.2 Signature / Place / Date

The Parties	Place and date Signature
The Client [On behalf of FDFA, the contract must be signed collectively by two signatories]	
The Contractor	

Appendix 1: Terms of Reference and Budget

1.1 Terms of Reference

5.2.1 The Contractor owes to the Client performance of the following services:

- Property protection: [precise description, as in the Contract, clause 5.2.1]
- Personal protection: [precise description, as in the Contract, clause 5.2.1]

For this purpose the following numbers of persons are to be engaged:

Number of persons:	Place / time of performance
2 Persons	Guarding of entrance (surveillance function)
1 Person	Accompaniment of... (protection function)
1 Person	Guarding of gate (protection function)

1.2 Budget

[Table of itemised monthly charges for the services listed in the Terms of Reference, including an indication of the total charges (cost ceiling). The total amount is identical with the amount given in clause 6.1]