

Execution Contract

(Lump sum contract)

Dated **dd.mm.yyyy**

Between

Swiss Capacity Building Facility
Route de la Fonderie 6
CH-1700 Fribourg
("SCBF")

and

XXXX
XXXX
XXXX
("Grantee")

endorsed by

XXXX
XXXX
XXXX

Contract	SCBF 201x-xx [PUW] or SCBF FSW-XX or SCBF FEW-XX
Short Title	
Partner Financial Institution	
Country / Region	
Duration	mm.yyyy until mm.yyyy
Date of Sub-Steering Committee Approval	dd.mm.yyyy
Approved SCBF Contribution	CHF xxx'xxx
SCBF Monitor	

1. General Provisions

- I. **Contract Language**
This contract is prepared in the English language as the “Contract Language”. All direct correspondence between the parties to this contract and the milestone reports and final reports shall be prepared in English. If requested by the SCBF for monitoring and audit purposes, additional reports, studies, technical data, certificates and documents pertaining to the **Product Up-Scaling Support/Feasibility Study/Financial Education Campaign** shall be acceptable also in French, Spanish or German.
- II. **Governing Law**
This contract shall be governed by the law of Switzerland.
- III. **Assignment**
Neither party shall have the right to assign or transfer any rights or obligations arising from this contract in full or in part without the prior consent of the other party in writing.
- IV. **Modifications and Amendments**
Should circumstances arise that require modifications of or amendments to this contract, these shall be agreed upon by the parties in writing.
- V. **Entry into Force**
This contract enters into force upon signing by both parties.
- VI. **Postponement of Starting Date and Delays in Implementation**
In case of postponement of the starting date, the end date will be moved accordingly, ensuring that the overall duration remains unchanged. This contract covers the period mentioned under “Duration” and remains valid until all parties have complied with their obligations. The Grantee is required to inform the SCBF Monitor as soon as possible in case of significant changes and delays.
- VII. **Partial Invalidity**
The invalidity of any provision of this contract shall not affect the validity of the remaining provisions. Any gap resulting in consequence shall be filled by a provision consistent with the purpose of this contract with the written consent of both parties.

2. Parts of this Contract

The Proposal as approved by the Sub-Steering Committee, incl. Budget and Implementation Plan (annex 1), as well as the SCBF Final Reporting Template (annex 2) shall form, be read and construed as integral parts of this contract.

SCBF’s grant support is subject to the compliance of the Partner Financial Institution/s with the performance targets (including outreach and social performance as stipulated in the annex 1) and best efforts in adhering to client protection as outlined in paragraph 3.V below. The Grantee is obliged to ensure the above-mentioned compliance of the Partner Financial Institution/s to the best of its ability.

3. Obligations of the Grantee

- I. **Milestone Reporting to the SCBF Monitor** *[PUW/FEW, delete if not applicable]*
The Grantee shall submit to the SCBF Monitor short milestone reports that inform on (i) the status of achieving the milestones as indicated in the Implementation Plan (annex 1), (ii) the main bottlenecks and challenges faced, and (iii) the required adjustments of the original Implementation Plan. The SCBF Monitor determines the frequency of the milestone reports in consultation with the Grantee.

[FSW, delete if not applicable]

Milestone reports for the Feasibility Study are required only, if the process takes longer than five (5) months. The Grantee shall provide the complete Feasibility Study to the SCBF Monitor for approval together with a version for the public, which will be available on the SCBF website. The SCBF Monitor shall treat the complete Feasibility Study as confidential document not to be shared within and outside the SCBF.

II. Final Report According to the SCBF Final Reporting Templates *[only PUW & FEW, delete if not applicable]*

Within thirty (30) days upon completion of the **Product Up-Scaling Support/Financial Education Campaign**, the Grantee shall submit a four- to maximum six-page final report in line with the SCBF Final Reporting Templates (annex 1 and available on the SCBF website) to the SCBF Monitor. The Grantee ensures that all information provided in the final report is correct.

[PUW only, delete if not applicable] An updated version of the Excel file of the SCBF Final Reporting Templates must be provided three (3) years after completion to track the time-lagged results achieved at client, partner financial institution and eventually sector level upon request of the SCBF.

III. Collection of Outreach Data *[only PUW, delete if not applicable]*

The Grantee ensures for the period during and up to three (3) years after acceptance of the final report, that selected data on outreach (as stipulated in the Excel file of the SCBF Final Reporting Templates) and other data, if specified by the SCBF Monitor, are collected by the Partner Financial Institution/s and, on request submitted to the SCBF. Outreach data should be product and gender-specific and differentiated between rural/urban, as far as feasible.

IV. SCBF Monitor & key milestones

The Sub-Steering Committee has

- a) appointed **XXX** as SCBF Monitor
- b) defined the following **key milestones** according to which the Grantee is required to report to the SCBF Monitor:

No.	Date	Title/Description	Format <small>requested by SCBF Monitor</small>
1	<i>[mm.yyyy]</i>	<i>[title or short description of milestone]</i>	<i>[requested format]</i> <i>(e.g. SCBF format, other format, email, call)</i>
2	<i>[mm.yyyy]</i>	<i>[title or short description of milestone]</i>	<i>[requested format]</i>
3	<i>[mm.yyyy]</i>	<i>[title or short description of milestone]</i>	<i>[requested format]</i>
x	<i>[within 30 days upon completion of intervention]</i>	Final Report	SCBF Final Reporting Templates (annex 2 or available on SCBF website)
x+3 years	<i>[3 years after completion of intervention]</i>	Final Report +3	Excel File of the SCBF Final Reporting Templates

V. Responsibility for Achievement of Objectives and Performance Targets

The Grantee ensures to the best of its ability the achievement of agreed objectives and performance targets within the budget and time approved by the SCBF. In case of non-achievement of objectives and performance targets within the agreed period, subject to the Force Majeure provisions in clause 10.III, the Grantee is requested without additional funding from the SCBF to expand the duration period and its services for up to four (4) months to deliver its contractual inputs in an effective and efficient manner to obtain the outputs and outcomes defined in the proposal. If this is not possible for good cause, which has to be approved by the SCBF Monitor, the Grantee is required to reimburse the unutilised funds to the SCBF.

- VI. Client Protection
The Grantee shall request the Partner Financial Institution/s in all direct agreements to comply with the client protection principles of the [Smart Campaign](#) - or similar relevant client protection guidelines for banks - and strongly encourage its/their management and staff to apply them in a pragmatic and feasible manner.
- VII. Grantee Staff
The Grantee shall assign the staff designated in the annex 1 for the performance of the services. Any change in the designated staff requires the approval of the SCBF Monitor.
If the Grantee must withdraw or replace any staff during the duration of the support, the costs thus accrued shall be borne by the Grantee.
On request of the SCBF Secretariat, the Grantee shall provide verification on the actual provision of consultancy services (mainly in terms of time sheets of the specialists financed).
- VIII. Visa and Travel Arrangements
Under this contract, the Grantee shall be responsible for making all travel arrangements (including purchase of tickets) and obtaining all necessary visas.

4. Confidentiality

All parties hereby acknowledge and agree that all relevant documents, budget-plans, reporting and other information received from the other party will be treated with strict confidentiality and may not be made accessible to any third party outside the SCBF and unrelated to the [Product Up-Scaling Support/Feasibility Study/Financial Education Campaign](#) without written permission of the disclosing party, unless such disclosure is required by applicable law.

5. Remuneration, Terms and Method of Payment

- I. Remuneration
For the services to be rendered by the Grantee under this contract the SCBF shall pay the sum of up to **CHF xxx'xxx** ("Contract Value"). A detailed cost breakdown is given in the annex 1.
- II. Terms of Payment
The Grantee's remuneration shall be paid against presentation of the respective invoices as stated below. The Grantee's invoices shall be addressed to the SCBF Secretariat.

CHF xx'xxx (max. 50%)	advance payment, payable upon signature of contract and against presentation of the SCBF fact sheet.
CHF xx'xxx	intermediary payment, payable upon submission and approval of milestone X .
CHF xx'xxx	intermediary payment, payable upon submission and approval of milestone X .
Up to CHF xx'xxx (min. 20%)	as a final payment upon termination of the services, the submission of the final report (incl. verification of consultancy services provided) and the acceptance thereof by the SCBF. The SCBF may partially or fully suspend the payment of the final payment, if the Product Up-Scaling Support/Feasibility Study/Financial Education Campaign has not been implemented by the Grantee substantially in line with the orientations defined in the Proposal (annex 1), or if the Grantee fails to comply with reporting obligations.

III. Method of Payment

Payments shall be directly disbursed to the account indicated by the Grantee. Transaction costs to accounts outside Switzerland shall be borne by the Grantee. In exceptional cases and upon acceptance of the SCBF Secretariat, the payments can be made to another account than that of the Grantee.

6. Liability of the Grantee, Terms and Method of Payment

- I. The Grantee shall perform the services for which it was contracted in full, in due time and in agreement with generally accepted industry quality standards, unless unable to do so (i) in the event of Force Majeure or (ii) in the event of other causes not due to the Grantee's or the Partner Financial Institution's default. In this regard, the Grantee shall be liable for any breach of contract for which he is accountable.
- II. The liability of the Grantee for negligence shall be limited to the Contract Value (see 5.I). This shall not affect the liability for gross negligence.
- III. The liability of the Grantee shall terminate upon the final acceptance of the Grantee's services by the SCBF.
- IV. Liability of the Grantee for consequential damage is excluded.

7. Insurance

The Grantee shall ensure that all specialists listed in the annex 1 shall maintain adequate insurance coverage during their involvement in the implementation of this **Product Up-scaling Support/Feasibility Study/Financial Education Campaign** in compliance with the labour laws and regulations of the jurisdiction of the Grantee.

The SCBF shall not assume any liability for the specialists employed and/or contracted by the Grantee.

8. Termination of Contract

- I. Termination by the SCBF

The SCBF may terminate this contract at any time upon written notice of not less than thirty (30) days for any reason.

Upon receipt of such notice, the Grantee shall promptly and orderly bring the services to a close and shall deliver to the SCBF copies of all reports, drafts and other documents prepared up to this date.
- II. Termination by the Grantee

The Grantee may terminate this contract at any time upon written notice of not less than thirty (30) days for good cause. Upon receipt of such notice, the Grantee shall promptly and orderly bring the services to a close and shall deliver to the SCBF copies of all reports, drafts and other documents prepared up to this date.
- III. Consequences of Termination
 - a) The Grantee has to return any unutilized funds to the SCBF within thirty (30) days upon the termination of the present contract.
 - b) If the termination is not due to a default on the part of the Grantee, the latter shall be entitled to the fee accrued until the date of termination of the contract.
 - c) If the termination is due to a default on the part of the Grantee, the SCBF shall be entitled to claim damages for any direct loss resulting from such default, limited to funds disbursed by the SCBF prior to termination.

9. Applicable Law and Arbitration

- I. The law applicable to this contract is the law of Switzerland. The place of jurisdiction is Fribourg.
- II. Any dispute arising between the parties in connection with the implementation, the interpretation or application of this contract shall be first resolved amongst the parties. The SCBF and the Grantee agree to make all efforts to enter into discussion in order to find an adequate settlement of such a dispute by negotiation.

10. General Provisions

- I. **Conduct**
During the period of this contract the Grantee and its foreign staff shall not interfere in the political or religious affairs in the country of intervention.
- II. **Anti-corruption**
Within the framework of this contract, the parties shall neither directly nor indirectly propose benefits of any nature whatsoever. They shall not accept any such proposals. Any corrupt or illegal behavior signifies a violation to the present contract and justifies its termination as well as/or the recourse to supplementary corrective measures in accordance with applicable legislation.
- III. **Force Majeure**
If the Grantee is temporarily unable to perform its obligations under the present agreement by reason of Force Majeure – defined as unpredictable events on which the Grantee has no control whatsoever and preventing him from executing its obligations under the present contract – the Grantee’s obligations shall be suspended as long as the inability continues, provided that the Grantee has notified the SCBF Secretariat in writing regarding the details of the event within two (2) weeks after its occurrence. The Grantee may benefit from an extension of time of the contract corresponding to the delay caused directly by the Force Majeure. The Grantee and the SCBF will neither be liable to the other party for losses or damages sustained by the other party if the loss or damage arises from any event of Force Majeure. Should the event of Force Majeure lasts for more than ninety (90) days, either party may terminate the contract by a written thirty-day notice to the other party.
- IV. **Visits**
The SCBF Secretariat as well as any third party appointed by the SCBF, the Swiss Agency for Development and Cooperation (SDC), and/or the Federal Audit Office may at any time during normal business hours, and without prior notice visit the sites of the assignment and examine the implementation of the assignment as well as all respective documents. The exercise of this right shall in no way affect the Grantee’s duty to carry out the assignment in accordance with the contract. Such visits shall be reasonable and shall not interfere with Grantee’s or its Partner Financial Institution’s business activities.
- V. **Financial Inspection**
The SCBF reserves the right for random financial controls of the expenses as listed in the Budget. Receipt for the efforts of consultants (hours, invoice), flights, other expenses etc. need to be provided upon request of the SCBF Monitor or the SCBF Secretariat. Furthermore, SDC as well as any third party appointed by it and the Federal Audit Office of the Swiss Federation may at any time and without prior notice visit the sites of the Grantee and examine the implementation of this contract as well as all respective documents. The exercise of this right shall in no way affect the Grantee’s duty to carry out the activities in accordance with the contract.

- VI. Notices
All notices to the SCBF and the Grantee shall be addressed to the following addresses:
For the SCBF as indicated on page 1 of the contract
For the Grantee as indicated on page 1 of the contract

- VII. Copyright and Intellectual property
[PUW & FEW, delete if not applicable]
The copyright/ intellectual property for all studies, reports, designs and related documents furnished by the Grantee under this **Product Up-Scaling Support/Financial Education Campaign** shall be jointly owned by the SCBF, the Grantee and related third parties. The SCBF, the Grantee and related third parties are entitled to dispose freely of this material for all **Product Up-Scaling Support/ Financial Education Campaign**-related purposes.

[FSW, delete if not applicable]

The SCBF does not claim any copyright and intellectual property of the Feasibility Study, except the publication of a 'public version' of the Feasibility Study on its website.

- VIII. Parts of Agreement and Modifications
This contract and the annexes attached hereto shall form the entire agreement between the Grantee and the SCBF, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this contract. No modification of, or change to this contract, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this contract or their duly authorized representatives in the form of an amendment to this contract duly signed by the parties hereto. The invalidity or unenforceability for any reason of any provision of this contract shall not prejudice or affect the validity or enforceability of its other provisions.

11. Special Provisions *[delete if not applicable]*

Upon signature of this Execution Contract and submission of a one-page fact sheet in the SCBF template, the SCBF will transfer CHF **xx'xxx** to the following account:

[Beneficiary name]
[IBAN/Account no.]
[Beneficiary bank], [SWIFT/ABA]

This contract is executed in two counterparts, each of which constitutes an original contract.

On behalf of the SCBF:

For the Grantee:

[Name & role of signing person]
Place, Day/ Month/ Year

[Name & role of signing person]
Place, Day/ Month/ Year

[Name & role of signing person]
Place, Day/ Month/ Year

Annexes:

- Annex 1: SCBF Product Up-scaling Application Form (including Budget & Implementation Plan)

[delete if not applicable]

SCBF Feasibility Study Application Form (including Budget & Time Schedule)

[delete if not applicable]

SCBF Financial Education Application Form (including Budget & Implementation Plan)

[delete if not applicable]

- Annex 2: SCBF Final Reporting Template for up-scaling banking products

[delete if not applicable]

SCBF Final Reporting Template for up-scaling insurance products

[delete if not applicable]

SCBF Final Financial Education Reporting Template

[delete if not applicable]