

Tripartite Execution Contract

Dated **dd.mm.yyyy**

Between

**Swiss Capacity Building Facility
Streulistrasse 19
CH-8032 Zürich
("SCBF")**

and

**XXXX
XXXX
XXXX**

("Grantee")

and

**XXXX
XXXX**

("Partner Financial Institution")

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 Project 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
No 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 parties 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. Validity of Offer and Entry into Force
This contract enters into force upon signing by the parties within 30 days starting from the date indicated on page 1.
- VI. Postponement of Starting Date and Delays in Implementation
In case of postponement of the starting date, the milestone dates and 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 all parties.

2. Parts of this Contract

The Proposal as approved by the Project Committee, incl. Budget and Implementation Plan (annex 1) 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 SCBF **[PUW/FEW, delete if not applicable]**
The Grantee shall submit to the SCBF Monitor and Secretariat short milestone reports that inform on (i) the status of achieving the milestones as indicated in the Implementation Plan (annex 1), (ii) key performance indicators agreed on with the SCBF Monitor (including product-, gender- and rural/urban-specific outreach data), (iii) the main bottlenecks and challenges faced, and (iv) the required adjustments of the original Implementation Plan. The SCBF Monitor determines the frequency and format of the milestone reports in consultation

with the Grantee. The Partner Financial Institution shall make the data available to the Grantee and the SCBF upon request.

[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 (and copy the SCBF Secretariat to such emails), which will be available on the SCBF website. The SCBF Monitor and the Secretariat shall treat the complete Feasibility Study as a 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 maximum five-page long final report in line with the SCBF Final Reporting Templates and Guidelines (available on www.scbf.ch/templates) to the SCBF Monitor and the Secretariat. 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 with outreach and key performance indicators must be provided upon request of SCBF and as a minimum three (3) years after completion to track the time-lagged results achieved at client, partner financial institution and eventually sector level.

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

The Grantee and the Partner Financial Institution ensure that selected data on outreach and other KPI data, as specified by the SCBF Monitor, are collected by the Partner Financial Institution and, on request, submitted to the SCBF. As a minimum, outreach data should be product- and gender-specific and differentiated between rural/urban, as far as feasible.

IV. SCBF Monitor & key milestones

The Project 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 and copy the SCBF Secretariat to the reporting emails:

No.	Date	Title/Description	Format requested by SCBF Monitor
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>	<i>Final Report</i>	<i>SCBF Final Reporting Templates (available on www.scbf.ch/templates)</i>
x+3 years	<i>[3 years after completion of intervention]</i>	<i>Final Report +3</i>	<i>Excel File of the SCBF Final Reporting Templates</i>

V. Responsibility for Achievement of Objectives and Performance Targets

The Grantee and Partner Financial Institution ensure 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 six (6) 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 a 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 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 experts designated in the annex 1 for the performance of the services. Any change in the designated experts requires the approval of the SCBF Monitor. On request of the SCBF Secretariat, the Grantee shall provide verification of 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 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 factsheet.
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 if requested by the SCBF) 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. In case of a submitted final report of

unsatisfactory or insufficient quality of the English language, the SCBF reserves the right to deduct the invoice amount for professional editing from the Grantee's final payment.

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.
- V. The Grantee shall use the funds indicated in paragraph 5 exclusively for the objectives described in the Implementation Plan.

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 a good 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 parties 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 behaviour 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 or Partner Financial Institution are temporarily unable to perform their obligations under the present agreement by reason of Force Majeure – defined as unpredictable events on which they have no control whatsoever and preventing them from executing their obligations under the present contract – the Grantee’s and Partner Financial Institution’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 and Partner Financial Institution may benefit from an extension of time of the contract corresponding to the delay caused directly by the Force Majeure. The Grantee, the Partner Financial Institution and the SCBF will neither be liable to the other parties 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 last for more than ninety (90) days, either party may terminate the contract by a written thirty-day notice to the other party.
- IV. **Monitoring 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 and Partner Financial Institution’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 Inspections**
Furthermore, the SCBF 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 perform a financial inspection and require evidence of the Partner Financial Institution’s financial commitment to the project, as documented in the budget of Annex 1 under self-contribution of the PFI.

VI. Notices

All notices to the SCBF, the Grantee or the Partner Financial Institution shall be addressed in writing to the addresses indicated on page 1 of the contract or in an e-mail format.

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 the Partner Financial Institution. The SCBF, the Grantee and the Partner Financial Institution 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, the Partner Financial Institution 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]

On behalf of the SCBF:

For the Grantee:

Gertrud Stäuber
Chief Financial Administrator and Controller
{{Dte_es_:signer1:date}}

Name of signing grantee
Role of signing grantee
{{Dte_es_:signer3:date}}

For the Partner Financial Institution:

Olga Speckhardt	Name
SCBF Chair	Role
{{Dte_es_:signer2:date}}	{{Dte_es_:signer4:date}}

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]