Contract

between

*Fastenaktion*, Alpenquai 4, 6002 Luzern, Switzerland

(hereinafter referred to as “*Fastenaktion*”)

and

*name, address, country*

(hereinafter referred to as “consultant”)

1. Purpose of the Contract

*Fastenaktion* hereby contracts the consultant for the purpose of carrying out an evaluation of \_\_\_ in \_\_\_. The *Terms of Reference* for the evaluation (*publication date as indicated in TOR*), the consultant’s offer (*date as indicated in the offer/application*), and Fastenaktion’s Guideline on preventing and combating the abuse of power are integral parts of this contract.

1. Tasks and responsibilities of the Consultant

*Mention the main tasks and responsibilities as set out in the TOR. Explicitly mention agreed changes to the original TOR.*

1. Tasks and responsibilities of *Fastenaktion*

The main responsibilities of *Fastenaktion* will be:

* to provide the consultant with all the information and documents necessary for the completion of the agreed tasks;
* to contribute to the coordination of the field research (arranging of meetings, transportation and logistics);
* to give feedbacks on \_\_\_ within \_\_ days upon reception; and
* to transfer the agreed payments.

1. Deliverables

*Adjust to your needs! We recommend to limit inception reports to 10 pages.*

The consultant provides the following deliverables (in language):

* Draft inception report, max. \_\_ pages (excl. annexes), to be submitted within \_\_ days of signing the contract.
* Draft evaluation report, max. \_\_ pages (excl. annexes), to be submitted within \_\_ days after the completion of the field visit.
* Data collection tools and guidelines
* All collected raw and clean data (datasets for quantitative data and qualitative data transcript), incl. pictures, audio or video files, etc.

The final, reviewed inception and evaluation reports must be submitted within \_\_ days after reception of the feedback on their draft.

The inception and evaluation reports must conform to the respective checklists that *Fastenaktion* provides.

1. Duration and Approximate Schedule

This contract covers the period starting from the signing date of the contract to completion and fulfillment of the agreed tasks and responsibilities (Articles 2 and 3), and provision of deliverables (Article 4).

The field mission is foreseen in \_\_\_.

1. Expenditures and Payments

*The following is an example that can be adapted to locally customary provisions.*

The projected cost for this consultancy is \_\_\_ \_\_\_\_.\_\_, including all taxes and fees, based on the following budget:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Consultancy days** | **Rate** \_\_\_ | **Total** \_\_\_ |
| Professional fees |  | | \_\_\_\_.\_\_ |
| \_\_\_ | \_\_ | \_\_\_\_.\_\_ | \_\_\_\_.\_\_ |
| \_\_\_ | \_\_ | \_\_\_\_.\_\_ | \_\_\_\_.\_\_ |
| \_\_\_ | \_\_ | \_\_\_\_.\_\_ | \_\_\_\_.\_\_ |
| \_\_\_ | *Lump sum* | | \_\_\_\_.\_\_ |
| Travel costs | Lump sum | | \_\_\_\_.\_\_ |
| Food and accommodations | Lump sum | | \_\_\_\_.\_\_ |
| Other out-of-pocket expenses | Lump sum | | \_\_\_\_.\_\_ |
| **Total projected cost** |  | | **\_\_\_\_.\_\_** |

The first installment of \_\_% of the total projected cost (\_\_\_ \_\_\_\_.\_\_) will be paid within 10 days after acceptance of the Draft inception report by *Fastenaktion* and reception of the according invoice.

The second installment of \_\_% of the total projected cost (\_\_\_ \_\_\_\_.\_\_) will be paid within 10 days after completion of the field mission(s) and reception of according invoice.

The third and last installment of \_\_% of the total projected cost (\_\_\_ \_\_\_\_.\_\_) will be paid within 10 days after acceptance of the final report by *Fastenaktion* and reception of according invoice.

**The cost ceiling for this consultancy is \_\_\_ \_\_\_\_.\_\_** **and cannot be exceeded on any account.**

1. Premature Cancellation

*The following is an example that can be adapted to locally customary provisions and needs.*

The contract can be cancelled by *Fastenaktion* if *Fastenaktion* considers that the inception report reviewed by the consultant does not conform with its standards and/or does not take into account the comments previously made by *Fastenaktion* on the draft. In this case, *Fastenaktion* is liable to pay to the consultant, in total, a maximum of \_\_% of the total projected cost (\_\_\_ \_\_\_\_.\_\_), within 10 days after communication of the respective decision and reception of the according invoice.

The contract can be cancelled prematurely by both parties due to serious reasons like illness, danger to the security of the consultant or the evaluation team or the impossibility of fulfilling the mission due to force majeure.

1. Confidentiality and Copyright

*If the consultant foresees to publish any data/results/information of the evaluation, publication rights need to be discussed in depth and clearly defined in the contract. If publication rights are to be granted to the consultant, and the evaluation is directly financed by Fastenaktion, the head of the International Cooperation department needs to be explicitly informed before the contract is signed.*

The consultant and any sub-contracted party is bound to secrecy and may not disclose, both during and after the termination of this contract, any information received during this contract to a third party without the permission of *Fastenaktion*. Any behavior, public comments or publications by the consultant or any sub-contracted party considered liable to damage the reputation of *Fastenaktion* or other involved partners will lead to the immediate termination of this contract.

Any data collected and reports written as part of this contract, including the final report, will be the full property and copy-right of *Fastenaktion* and may not be published or distributed to a third party without written permission of *Fastenaktion*. Such permission is also compulsory for the publication of any findings collected or knowledge gathered or intelligence generated in the execution of this evaluation.

*If co-financed by SDC:*

The consultancy is jointly funded by the Swiss Agency for Development and Cooperation (SDC). For visibility of SDC, the following text has to be used on the front page of the research report or any other potential publication:   
*This report is jointly funded by the Swiss Agency of Development and Cooperation (SDC) of the Federal Department of Foreign Affairs (FDFA). Fastenaktion is solely responsible for its content.*The use of the SDC logo must comply with SDC’s instructions for visibility. Photos included in the report or any other produced document have to comply with SDC standards as set out in its visibility instructions.

1. Final Provisions

The consultant commits herself/himself to conclude contracts with employees and potentially subcontractors involved in this consultancy which are in accordance with the local labour law, respect human rights and do not allow discrimination based on gender, lifestyles, ethnic origin, religious affiliation or political opinions.

The parties to this contract will not tolerate sexual or other abuse. They commit themselves to refrain from obtaining advantages either for third parties or for themselves that are contrary to law or could be considered as bribery. Similarly, they shall refrain from accepting gifts, hospitalities, invitations, and other favours as soon as they exceed a reasonable value or could imply a binding dependency. In addition, the provisions set out by *Fastenaktion* in the *Guideline on preventing and combating the abuse of power* are applicable.

Any modification of the present contract needs to be mutually agreed by both parties in writing.

The agreement shall be subject to Swiss law. For all disputes arising from this agreement the place of jurisdiction shall be Lucerne, Switzerland.

Place and date Place and date

Fastenaktion Consultant

………………………………….. …………………………………..

Name Name

Function Function

…………………………………..

Name

Function

Annex:

* Terms of Reference for the evaluation (date)
* Offer submitted by the consultant (date)
* Guideline on preventing and combating the abuse of power
* Inception report and evaluation report checklis