



Framework Agreement for the provision of IT services

based on the issuing of the public call for tenders

(24193) 104 Website Quality Assurance Tool

published on the www.simap.ch platform (no. *enter number* on *select date*)

concluded between the Swiss Confederation acting through:

Federal Office for Buildings and Logistics (FOBL)
Fellerstrasse 21
CH-3003 Bern

hereinafter referred to as the 'Procurement Unit'

For the

Federal Chancellery FCh
Digital Transformation and ICT Steering Sector DTI
Monbijoustrasse 91
CH-3003 Bern

hereinafter referred to as the 'Requesting Office'; together hereinafter referred to individually or jointly as the 'Authority Issuing the Call for Tenders'

and

Enter exact company name

Enter address

Enter postcode/city

Enter country

referred to below as the 'Company'

Contents

Initial situation, project description and objectives

In response to the public call for tenders and associated documentation posted on the platform www.simap.ch on **select date**, the Company submitted a tender for individual services requested by the Authority Issuing the Call for Tenders. The Company was awarded the contract with publication no. **enter number** on www.simap.ch on **select date**. The contractual conditions are governed by this Framework Agreement document and the associated components.

The projects to be realised can only be partially determined at the time the contract is concluded. Because of this, the parties are concluding a Framework Agreement.

Based on this Framework Agreement, individual agreements in the form of services are agreed between the Company and the Requesting Office with regard to the realisation of individual projects. Binding project-related services arise only from the individual agreements; neither an obligation to accept any services on the part of the Authority Issuing the Call for Tenders nor an obligation to perform on the part of the Company arises from the present agreement.

1 Subject matter of the Contract

This Framework Agreement governs the rights and obligations of the parties for the provision of services relating to website quality assurance as set out in a mandate.

In particular, it aims to establish a coordinated process for the realisation of individual projects and to harmonise processes with a view to existing and future business relationships.

2 Elements of the Contract

Should contradictions arise, the provisions of the present Framework Agreement document take precedence over all other individual agreements and supplementary terms, provided the parties do not expressly and with reference to a derogation from the present Framework Agreement document provide for another regulation in such individual agreements or supplementary terms.

In addition, the following documents are integral elements of the present Framework Agreement in the following order of precedence:

- a) This Framework Agreement document, including any supplementary terms agreed
- b) The appendices to this Framework Agreement document
- c) The call for tenders and the associated documents (in particular specifications) for the project (24193) 104 Website Quality Assurance Tool
- d) All individual agreements including any supplementary terms
- e) All appendices to the individual agreements, including any supplementary terms
- f) The General Terms and Conditions of the Federal Government applicable on the basis of the subjects of the supply agreed in the respective individual agreement shall apply. This means the GTCs for:
 - IT services (edition of October 2010; status: January 2024)
- g) The tender of the Company of **select date** and their subsequent tender of **select date**

In the event of any contradictions between the integral parts of this Service Contract, the order of priority stated above applies. In the event of any contradictions between appendices at the same hierarchical level, more recent provisions shall take precedence over older provisions.

The Company's offer may not modify the other parts of the Agreement, but only serves to specify points which are not adequately regulated in the other parts of the Agreement.

By signing this Contract, the contracting parties confirm that they are in possession of the abovementioned integral parts hereof and acknowledge the stated order of priority.

The General Terms and Conditions of the Company shall not apply.

3 Relationship between Framework Agreement and individual agreements

Nothing in this Framework Agreement shall be construed as creating an obligation on the part of the Authority Issuing the Call for Tenders to use any services of the Company whatsoever (in particular no acceptance obligation or minimum acceptance obligation or the like). Any obligation to use services shall solely be defined in an individual agreement which refers to this Framework Agreement and in which the parties agree to comply with the provisions hereof.

The conclusion of a valid and binding individual agreement is contingent on the validity of this Framework Agreement.

The termination of this Framework Agreement shall not have the effect of terminating any individual agreement made on the basis of and during the term of this Framework Agreement. In such event, the provisions of this Framework Agreement shall be deemed to be incorporated into any individual agreement based thereon and shall continue in force until such time as the individual agreement is terminated.

The term of the individual agreements may be concluded for a maximum of 2 years beyond the end of this Framework Agreement.

4 Services provided by the Company

4.1 Service description

Based on the individual agreement concluded between the Requesting Office and the Company, the Company provides the services agreed therein relating to website quality assurance.

The Company's services during the term of the Framework Agreement encompass:
Services under a mandate.

Basic mandate:

No services are awarded under a basic mandate.

Optional services:

The Company provides a web-based, easy-to-use graphical user interface (GUI), enabling the Federal Administration to monitor and analyse websites via an intuitive and customisable web interface. The Company ensures the availability, security, currentness and performance of the solution. The following modules OP01 to OP07 can be accepted by the administrative units:

	Designation	Description	Duration
OP01	Quality Assurance module	Examination and improvement of content, links, spelling, grammar, layout and design.	01.05.2025 to 31.12.2030
OP02	Digital Accessibility module	Examination and improvement of accessibility and user-friendliness for all visitors, especially for people with disabilities.	01.05.2025 to 31.12.2030
OP03	Search Engine Optimisation (SEO) module	Examination and improvement of the visibility and ranking of websites in search engines.	01.05.2025 to 31.12.2030
OP04	Policy module	Examination of the websites according to self-defined guidelines.	01.05.2025 to 31.12.2030
OP05	Privacy module	Examination of whether personal data appears on the websites.	01.05.2025 to 31.12.2030
OP06	Training	for the respective modules	01.05.2025 to 31.12.2030

The existence, content and scope of the individual services of the Company, including prices, deadlines, place of fulfilment and any other arrangements, are derived from the respective individual agreement. Optional services may be sourced by the Authority Issuing the Call for Tenders in full, in part or not at all.

Operational requirements:

The operational requirements apply to all optional services or to each individual module.

Requirement	Description
System availability	The solution offers a system availability of at least 98%.
Support times	The Company is available for support enquiries at least from Monday to Friday, 8am to 5pm CET except on public holidays (official public holidays in Switzerland according to Art. 66 of the FPersO).
Intervention time	<i>According to fulfilment of AC</i>
Maintenance window notification	<i>According to fulfilment of AC</i>
Support languages	<i>According to fulfilment of AC</i>
Support channels	<i>According to fulfilment of AC</i>
Ticket transparency	The Requesting Office can check the status/progress of the ticket or make enquiries at any time.

Platform requirements

The operational requirements apply to all optional services or to each individual module, as applicable.

Requirement	Description
SaaS solution	The Company ensures that all updates and upgrades for the modules, including security updates and new features, are automatically installed during the operating period. Maintenance must be ensured in full by the Company.
Centralised reporting	The Company provides a monthly report on the SLAs, the number of websites accepted for the individual modules per administrative unit and the consolidated web pages accepted per module across the entire Federal Administration. The report is required, firstly, to check the SLAs, acceptance quantities and invoices per module/total per administrative unit and the Federal Administration. Secondly, the report on the entire Federal Administration at the end of each October can be used to define the prices in accordance with the acceptance quantity for the following year. It is also expected that a service/portfolio meeting will take place annually with the Business Owner SS Websites, focusing on the following topics: • Service quality • Volume of orders via the Federal Administration • Prices for the following year • Outlook on the latest SaaS developments
Impact on website performance	<i>According to fulfilment of AC</i>

4.2 Process for the request procedure

The request, negotiation and conclusion of the individual agreement take place in accordance with the process described below:

1. The Requesting Office draws up a description of the requirements that is as detailed as possible, containing in particular a detailed description of the work results and objectives to be achieved and the work to be performed (request for tender). This request for tender is sent to the Company in standardised form via a tool (e.g. MTM)
2. The Company submits a tender electronically within a reasonable period of time with the following information:
 - a) Solution description, service description, procedure incl. boundaries
 - b) Written confirmation of the cooperation obligations of the Requesting Office set out in the request for tender
 - c) Final state, performance results, confirmation of the proposed acceptance procedure if applicable
 - d) Schedule, delivery dates if applicable
 - e) Calculation of expenses
 - f) Price (fixed price and/or hourly rate times hours with cost ceiling)

Note: No remuneration shall be paid for preparation of the tender.

3. Drawing up of the individual agreement (mandate) including billing information by the Requesting Office and forwarding to the Company
4. Work begins after the individual agreement has been signed by both parties.

Important:

In the case of extensive work, reference can be made at any time in the individual agreement to further documents to be prepared as part of the request (specifications, tender, acceptance criteria, quality characteristics, etc.).

The project-specific provisions are set out in the applicable individual agreement.

5 Quality assurance

The quality of performance of the Company and the employees deployed is assessed periodically (at least every six months) by the Requesting Office (PM or line) in relation to the project for which the Company is working; the results are discussed between the technical and commercial key persons of the contracting parties.

Relevant factors in the assessment are:

- Adherence to deadlines and budgeted expenditure
- Quality of the delivery items/services
- Quality of employees
- Quality of the tender in the request procedure
- Documentation of the performance results
- Price-performance ratio

An assessment is made for each mandate and employee in the form of a status traffic light:

 (Green)	 (Yellow)	 (Red)
- On schedule, expenditure according to plan - Quality without restrictions - Flawless, good performance by the employee	- Deviations in deadline and/or expenditure - Quality with restrictions - Mediocre performance of the employee	- Massive deviations in deadline and/or expenditure - Inadequate quality - Inadequate performance of the employee

- No complaints about the price-performance ratio - The assurances given in the call for tenders (regarding fulfilment of the minimum requirements from the EC and TS) and the assurances given in the award criteria regarding the quality and qualifications of the employees to be deployed are correctly complied with	- Slight deviations from standard market pricing - The assurances given in the call for tenders (regarding fulfilment of the minimum requirements from the EC and TS) and the assurances given in the award criteria regarding the quality and qualifications of the employees to be deployed are partially not complied with	- Pricing not usual for the market - The assurances given in the call for tenders (regarding fulfilment of the assured minimum requirements from the EC and TS) and the assurances given in the award criteria regarding the quality and qualifications of the employees to be deployed are not complied with
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As a result of the individual assessments, an overall assessment is made of all individual assessments, which reflects satisfaction over the observed period.

Consequences of the assessment in relation to the number/period:

Number	Status	Measure
1		The Company must indicate in writing what measures will be taken to ensure that no more defects occur.
		The Company must indicate in writing what measures will be taken to ensure that no more defects occur. The management of both partners must be informed of the status.
2	+ ()	The Company must indicate in writing what measures will be taken to ensure that no more defects occur. The management of both partners must be informed of the status.
	+	This situation can be regarded as an important reason for termination in accordance with section 23.3.
3	+ + ()	This situation can be regarded as an important reason for termination in accordance with section 23.3.

6 Cooperation obligations of the Requesting Office

The Requesting Office has the following obligations to cooperate:

None

Additional obligations to cooperate can be included in the individual agreement if required.

7 Key persons

Overall responsibility on the part of the Company (single point of contact, SPOC) lies with:

Last / first name	<i>Enter full name</i>
Position	<i>Enter position</i>
Email	<i>Enter email address</i>
Tel. No	<i>Enter tel. No</i>

List of names of key persons at the Company

Overall responsibility on the part of the Requesting Office lies with:

Last / first name	<i>Enter full name</i>
Position	<i>Enter position</i>
Email	<i>Enter email address</i>
Tel. No	<i>Enter tel. No</i>

List of names of key persons at the Requesting Office

The employees and key persons employed by the Company are specified in the Company's tender and the applicable individual agreement.

Voluntary changes regarding the Company's deployed key persons and employees are permitted solely with the prior consent of the Requesting Office.

8 Escalation procedure

In the event of disagreements, settlement shall take place in accordance with the escalation procedure below.

Escalation levels on the side of the Issuing Authority:

Escalation level	Involved
1	<i>Project manager</i>
2	<i>Project sponsor for the contracting authority</i>
3	<i>Management level</i>

Escalation levels on the side of the Issuing Authority

Escalation levels, Company:

Escalation level	Involved
1	<i>Enter function within the company, level and, if applicable, full name</i>
2	<i>Enter function within the company, level and, if applicable, full name</i>
3	<i>Enter function within the company, level and, if applicable, full name</i>

Escalation levels on the side of the Company

The escalation procedure does not affect the applicable signature arrangements. As soon as an agreement has been reached, the consent of the respective authorised signatories must be obtained within a reasonable period of time for any amendments to the Agreement or legally binding interpretations of the Agreement.

If no agreement can be reached within 30 days at a given level, each party is entitled to submit the difference of opinion in writing to the next higher level – or after reaching the highest level, to the competent court. The following minimum details are to be provided: substance of the difference of opinion, cause from the perspective of the party concerned, impact on the price/performance ratio, proposed solution or approach.

The parties shall use this instrument in good faith with the shared aim of settling differences of opinion by mutual agreement. Each party shall bear its own costs in this respect.

The escalation procedure does not have to be followed if it is obviously pointless or futile (namely bankruptcy of the company, deeply shaken relationship of trust between the parties, etc.).

9 Change management (changes to the services)

The parties may request changes to the agreed services in writing at any time within the framework of the fulfilment of concluded individual agreements. If the Requesting Office requests a change, the Company shall advise the Requesting Office in writing within 10 working days whether or not the change is feasible and what effect it will have, in particular on the services, remuneration and deadlines. The Requesting Office decides within the same period whether the change should be implemented. If the Company wishes to make a change, the Requesting Office must accept or reject the justified application within the same period.

Changes to the services and any adjustments to remuneration, deadlines and other contractual clauses must be recorded in writing in supplementary terms to the applicable individual agreement prior to execution.

The cost ceiling or fixed price specified in this agreement or in the respective individual agreement may not be exceeded.

10 Place of performance

The place of performance is the address of the Requesting Office as given below. Deviating regulations may be set out in the individual agreement.

Federal Chancellery FCh
Digital Transformation and ICT Steering Sector DTI
Monbijoustrasse 91, 3003 Bern

11 Deadlines

Insofar as agreed, deadlines are expressly stated in the individual agreement as giving rise to default, the following shall apply:

If the deadlines are not met, the Company is automatically deemed to be in default, i.e. without the need for a reminder from the Requesting Office.

If the Company is in default, it shall owe a contract penalty in accordance with the provisions of the GTCs applicable under the individual agreement (see section 2).

12 Remuneration

The Company shall supply its services on the following basis and in accordance with this Agreement and any specific individual agreement entered into by the parties:

- in accordance with costs with an upper limit on remuneration (cost ceiling).

The maximum scope of all services that can be requested under this Framework Agreement is set out in the publication of the award in the information system on public procurement in Switzerland, www.simap.ch:

Remuneration for optional services:

Prices for the acceptance of individual modules for Website Quality Assurance Tool:

OP01 Quality Assurance module			
Item	Designation	Number of websites Quantity category	Price per web-site per year (excl. VAT)
OP01-1	Quality Assurance module for acceptance of:	1- 50,000	CHF
OP01-2	Quality Assurance module for acceptance of:	50,001 - 100,000	CHF
OP01-3	Quality Assurance module for acceptance of:	100,001 - 200,000	CHF
OP01-4	Quality Assurance module for acceptance of:	200,001 - 300,000	CHF
OP01-5	Quality Assurance module for acceptance of:	300,001 - 400,000	CHF
OP01-6	Quality Assurance module for acceptance of:	400,001 - 500,000	CHF
OP01-7	Quality Assurance module for acceptance of:	500,001 - 1,000,000	CHF

OP02 Accessibility module			
Item	Designation	Number of websites Quantity category	Price per web-site per year (excl. VAT)
OP02-1	Accessibility module for acceptance of:	1- 50,000	CHF
OP02-2	Accessibility module for acceptance of:	50,001 - 100,000	CHF
OP02-3	Accessibility module for acceptance of:	100,001 - 200,000	CHF
OP02-4	Accessibility module for acceptance of:	200,001 - 300,000	CHF

OP02-5	Accessibility module for acceptance of:	300,001 - 400,000	CHF
OP02-6	Accessibility module for acceptance of:	400,001 - 500,000	CHF
OP02-7	Accessibility module for acceptance of:	500,001 - 1,000,000	CHF

OP03 SEO module			
Item	Designation	Number of websites Quantity category	Price per web-site per year (excl. VAT)
OP03-1	SEO module for acceptance of:	1- 50,000	CHF
OP03-2	SEO module for acceptance of:	50,001 - 100,000	CHF
OP03-3	SEO module for acceptance of:	100,001 - 200,000	CHF
OP03-4	SEO module for acceptance of:	200,001 - 300,000	CHF
OP03-5	SEO module for acceptance of:	300,001 - 400,000	CHF
OP03-6	SEO module for acceptance of:	400,001 - 500,000	CHF
OP03-7	SEO module for acceptance of:	500,001 - 1,000,000	CHF

OP04 Policy module			
Item	Designation	Number of websites Quantity category	Price per web-site per year (excl. VAT)
OP04-1	Policy module for acceptance of:	1- 50,000	CHF
OP04-2	Policy module for acceptance of:	50,001 - 100,000	CHF
OP04-3	Policy module for acceptance of:	100,001 - 200,000	CHF
OP04-4	Policy module for acceptance of:	200,001 - 300,000	CHF
OP04-5	Policy module for acceptance of:	300,001 - 400,000	CHF
OP04-6	Policy module for acceptance of:	400,001 - 500,000	CHF
OP04-7	Policy module for acceptance of:	500,001 - 1,000,000	CHF

OP05 Privacy module			
Item	Designation	Number of websites Quantity category	Price per web-site per year (excl. VAT)
OP05-1	Privacy module for acceptance of:	1- 50,000	CHF
OP05-2	Privacy module for acceptance of:	50,001 - 100,000	CHF
OP05-3	Privacy module for acceptance of:	100,001 - 200,000	CHF
OP05-4	Privacy module for acceptance of:	200,001 - 300,000	CHF
OP05-5	Privacy module for acceptance of:	300,001 - 400,000	CHF
OP05-6	Privacy module for acceptance of:	400,001 - 500,000	CHF
OP05-7	Privacy module for acceptance of:	500,001 - 1,000,000	CHF

OP06 Training for the modules			
Item	Designation	Number of training sessions per year	Price per training session (excl. VAT)
OP06-1	The tenderer offers training for the accepted modules twice a year.	2	CHF

OP01-05 Website Quality Assurance Tool complete package			
Item	Designation	Number of web-sites	Total price per website per year (complete package) (excl. VAT)
WQAT-1	Website Quality Assurance Tool complete package for acceptance of:	1- 50,000	CHF
WQAT-2	Website Quality Assurance Tool complete package for acceptance of:	50,001 - 100,000	CHF
WQAT-3	Website Quality Assurance Tool complete package for acceptance of:	100,001 - 200,000	CHF
WQAT-4	Website Quality Assurance Tool complete package for acceptance of:	200,001 - 300,000	CHF
WQAT-5	Website Quality Assurance Tool complete package for acceptance of:	300,001 - 400,000	CHF
WQAT-6	Website Quality Assurance Tool complete package for acceptance of:	400,001 - 500,000	CHF
WQAT-7	Website Quality Assurance Tool complete package for acceptance of:	500,001 - 1,000,000	CHF

Total cost ceiling: CHF (excl. VAT)

All prices stated shall be exclusive of VAT applicable on the invoice date.

Prices shall include all incidental costs, including, but not limited to, expenses other than travel expenses, insurance and social security costs/contributions, and shall be itemised separately under the procedure for requesting services.

The foregoing is subject to the following:

- The Company is not entitled to have the Requesting Office request its services until the aforementioned maximum procurement volume has been reached.
- Only services provided in accordance with the arrangements made in the individual agreement are remunerated.
- The Requesting Office reserves the right to have services from this Framework Agreement and associated individual agreements provided in favour of other requesting offices within the central Federal Administration.

The request of services shall be subject to the availability of credit lines.

For services at cost with cost ceiling:

The Company prepares a report showing all the performances/services provided, which is initialled by both contracting parties. The report shall state the exact time that the work began, as well as its nature and duration. The Requesting Office must receive the work report, signed by the Company, without having to request it, within 10 working days of the end of the month. Payments will be made on condition that the Requesting Office has approved the work reports. The Requesting Office must give its approval within 10 days of receipt of the report, unless it expresses reservations about the report. Any reservations must be notified to the Company in writing within 10 working days of receipt of the report.

13 Invoicing / Payment plan

The Company shall invoice the Requesting Office for its services using electronic billing (e-billing). Further information on e-billing in the Federal Administration can be found on the following website: <https://www.efv.admin.ch/efv/en/home/efv/erechnung/aktuell.html>

Invoicing is defined in the individual agreement. Subject to deviating or supplementary arrangements, the following shall apply:

- a) For services at cost with cost ceiling: The Company shall invoice on a monthly basis. It shall attach the relevant approved reports to the e-bill in PDF format. The Requesting Office will make the payment, provided it has approved the performance reports.
- b) For services at an agreed fixed price: The Company invoices following approval of all reports and the final report.
- c) For services at a fixed price with a payment plan: The Company issues e-bills for instalments in accordance with the payment plan defined in the individual agreement on the agreed terms. Payments for partial performances shall be due for payment only if the applicable prerequisites according to the individual agreement are fulfilled.

14 Social insurance

Any work or services to be performed under this Framework Agreement and any individual agreement based thereon shall be deemed to constitute self-employed activity for social security purposes. The Company is therefore responsible for paying the obligatory social insurance contributions for itself and its employees. The Requesting Office shall thus not owe the Company or its employees any social insurance contributions (e.g. for retirement pension, disability pension, unemployment insurance), nor any other forms of compensation (e.g. for holidays, sickness, accident, disability or death).

Should the OASI compensation fund, contrary to expectations, at some later date consider this Agreement as dependent employment and claim social security contributions from the contracting authority, the Company undertakes to reimburse these to the contracting authority retrospectively against invoicing within 30 days.

15 Contractual penalties

If the Company violates workplace health and safety provisions, employment conditions and equal pay for men and women (section 5 of the GTCs for IT Services (October 2010 edition, status as at January 2024)), default (section 14 of the GTCs for IT Services (October 2010 edition, status as at January 2024) or section 20 of the GTC for IT Services (October 2010 edition, status as at January 2024)) or confidentiality (section 16 of the GTCs for IT Services (October 2010 edition, status as at January 2024) or section 22 of the GTCs for IT Services (October 2010 edition, status as at January 2024)), it shall owe a contractual penalty in accordance with the corresponding section of the GTCs. See section 19.1 for the integrity clause.

16 Intellectual property rights

All property rights arising during the fulfilment of the contract belong to the Authority Issuing the Call for Tenders (section 18 of the GTCs for IT services (October 2010 edition, status as at January 2024)). Any property rights to the deliverables which the external employees have achieved, developed or further developed over the course of the performance of the Contract shall be for the exclusive benefit of

the Authority Issuing the Call for Tenders. Such deliverables may not be used by external employees themselves or by the Company in any other way.

17 Liability and warranty

Liability for this Framework Agreement is governed by section 20 of the GTCs IT.

Liability and warranty arising from the individual agreement shall be governed by the provisions of the GTCs applicable in the individual case (cf. section 2).

18 Other provisions

18.1 Integrity clause

The contracting parties undertake to take all the measures required to avoid corruption, and in particular to ensure that no payments, gifts or other advantages are offered or accepted. In the event of any breach of this integrity clause, the Company shall pay the Requesting Office a contractual penalty amounting to 10% of the contract value, but at least CHF 3,000 per violation.

The Company recognises that any breach of the integrity clause will generally result in the Requesting Office terminating the Agreement for good cause.

18.2 Self-declaration

The Company shall use the self-declaration form of the Federal Procurement Conference (FPC) to confirm compliance with the applicable workplace health and safety provisions, employment conditions and the notification and authorisation duties in accordance with the Federal Act on Illegal Employment (IEA; SR 822.41), equal pay for men and women, environmental law and the anti-corruption rules (Art. 12 of the PPA, SR 172.056.1; Art. 4 and Annex 3 of the PPO, SR 172.056.11).

18.3 Subcontractors

Subcontractors are not permitted.

18.4 Other provisions

18.4.1 Protecting IT resources against cyberattacks and obligation to report

I. The Company undertakes to protect its IT resources (i.e. means of information and communication technology, namely applications, information systems and data collections as well as facilities, products and services used for the electronic processing of information) that may potentially come into contact with the subject matter of this Contract against cyberattacks in a manner appropriate to the risk that accords with the current state of the art.

The Company shall ensure that the activities predefined by the Requesting Office are recorded and that these recordings are continuously evaluated in order to be able to detect and ward off cyberattacks at an early stage.

The Company shall take effective measures to prevent any recognised risk from materialising, initiate its elimination immediately and inform the Requesting Office of this without delay.

The Company shall eliminate any vulnerabilities discovered before, during or after a cyberattack (i.e. weaknesses or errors in IT resources with the potential to enable a cyberattack) immediately and at its own expense.

A 'cyberattack' is defined as any deliberately triggered event involving the use of IT resources that results in the confidentiality, availability or integrity of information or the traceability of its processing being compromised.

II. The Company undertakes to observe and comply with the requirements and provisions of the Data Protection Act (FADP¹) and the Information Security Act (ISA²), including the relevant implementing ordinances and the Confederation's basic ICT protection, when processing federal data and information.

The Company shall report potentially successful cyberattacks if the confidentiality, availability, integrity or traceability of federal information is directly or indirectly disrupted or jeopardised, or if such an outcome was intended. This applies in particular if the IT resources attacked have access to federal IT resources or if there are indications that these attacks were carried out in preparation for further cyberattacks, or are associated with blackmail, threats or coercion. The Company shall report the type and execution of such a cyberattack within 48 hours of discovery at the latest. The parties shall then exchange information on an ongoing basis about the type and execution, possible and actual consequences, planned and implemented measures.

Reports shall be addressed to the following:

- Requesting Office (*designate contact points with contact details*), and
- National Cyber Security Centre (NCSC) via online form³

Insofar as the Requesting Office or the NSCS deem it necessary to protect the Confederation's data and information, the Company shall grant them and any third parties engaged by them to process the incident immediate access to analyses, investigation reports and other findings and information (documents, data, log data, physical items, etc.) that allow the cyberattack and its effects to be analysed and averted.

IV. The Company shall provide the Requesting Office with evidence of its cybersecurity in electronic form every six months without being requested to do so and without separate invoicing. If this evidence is deemed inadequate or if there are indications of gaps in cybersecurity, the Requesting Office (or a third party on its behalf) may conduct cybersecurity audits of the Company and third parties engaged by it. Such audits shall be announced 20 working days in advance. Each party shall bear its own audit costs. However, if significant cybersecurity deficiencies are identified during an audit, the Company shall bear the Requesting Office's costs as well as its own costs and the costs of remediation.

V. The Company shall owe a contractual penalty if it fails to fulfil its reporting obligations to the Requesting Office under Clauses I – IV or fails to do so in due time or fails to immediately remedy any weaknesses or deficiencies discovered. The penalty for each case of failure shall amount to 10% of the total remuneration, but at least CHF 10,000 per case. Payment of the contractual penalty shall not release the Company from compliance with its contractual obligations. Contractual penalties shall be offset against any damages payable.

VI. The Company shall be liable for any loss or damage incurred by the Requesting Office as a result of cyberattacks and non-compliance with the provisions in sections I – IV, unless it proves that it is not at fault.

18.5 Disclosure obligations

The Company acknowledges that the Requesting Office must grant third parties access to this Agreement and any addenda or appendices on request provided the requirements of the Freedom of Information Act (FoIA) are met. As a rule, the Requesting Office shall consult the Company when it is considering granting access to information and shall give it the opportunity to respond within ten days. The Requesting Office shall inform the Company of the position it intends to take concerning the application for access (Article 11 FoIA). Should, contrary to the wishes of the Company, the Requesting Office intend granting a third party partial or full access to the Agreement, the Company may file a written request for mediation to the Federal Data Protection and Information Commissioner within 20 days of receipt of the Requesting Office's decision (Article 13 FoIA).

¹ Federal Act of 25 September 2020 on Data Protection, SR 235.1

² Federal Act of 18 December 2020 on Information Security at the Confederation, SR 128

³ Available at <https://www.ncsc.admin.ch/ncsc/en/home.html>

18.6 Credit proviso

The annual credit requests and decisions of the Confederation's competent governing bodies concerning the budget and financial plan remain reserved.

19 Documentation and closure work

The Company documents all services in a granularity that allows the Requesting Office to use these services as intended, to operate, maintain and expand them and to migrate them to another provider.

Upon expiry of the Framework Agreement as a whole (in particular in the event of termination) and upon expiry of services based on the applicable individual agreement, ongoing and complete documentation of the services provided must be submitted to the Requesting Office. This documentation is always the subject of the periodic/project-related QA measures in accordance with section 5.

The contents of the documentation are precisely defined in the applicable individual agreement.

Upon request, the Company shall offer the closure and handover work to the Requesting Office 3 months before the expiry of the Framework Agreement. This work includes:

- Planning and implementation of a closure and handover project.
- Seamless handover of the services and delivery items to possible future successful tenderers and to support them with all available means and not to take any action that could impede or jeopardise the transfer.

20 Assignment of receivables / transfer of legal relationship

The receivables to which the Company is entitled under this contractual relationship may not be assigned, pledged or encumbered in any other way without the written consent of the Authority Issuing the Call for Tenders.

The Company shall transfer all rights and obligations arising from this Framework Agreement and any individual agreements based on it to any legal successors. A transfer of rights and obligations or of parts of the agreement or the entire legal relationship requires the written consent of the Requesting Office. The Requesting Office shall only withhold its approval if there are important reasons to do so.

21 Simple partnership exclusion

Under no circumstances shall the parties form a simple partnership within the meaning of Art. 530 et seq. of the Swiss Code of Obligations (SR 220).

22 Applicable law / place of jurisdiction

Swiss law shall apply exclusively to disputes arising from this contractual relationship, to the exclusion of the law on the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 ("Vienna Convention" (CISG), SR 0.221.211.1).

The sole place of jurisdiction is Bern, Switzerland.

23 Period of validity, amendments and expiry of the Framework Agreement

23.1 Commencement / term of Framework Agreement

Subject to signature by all parties, this agreement will come into force on 01.05.2025.

It is valid until 31.12.2030. Unless terminated, the contractual relationship shall end upon expiry of that date.

23.2 Framework Agreement amendments

Amendments or supplements to this Contract and the components of the Contract are valid only if they have been agreed by the contracting parties in writing. This also applies to the cancellation of this provision regarding written form.

23.3 Termination for cause

Each contracting party shall be entitled to terminate the Framework Agreement and/or the individual agreements for good cause by way of a written notice prior to the expiry of the fixed term of the agreement in the event of a serious breach by the other party. Prior to termination, the party wishing to terminate shall first set the other party a reasonable deadline within which it shall request the other party to perform in accordance with the contract.

The awarding authority shall notably be entitled to terminate the framework agreement without notice for good cause if

- bankruptcy proceedings are instituted against the Company or it files a petition for a definitive debt restructuring moratorium or enters into liquidation;
- the Company declares liquidation (except in the case of voluntary liquidation for the purpose of merger or reorganisation);
- the Company faces the confiscation of its assets;
- the Company fails to fulfil its contractual obligations despite written notice of defects and the setting of a reasonable grace period.

In the event of termination for good cause, other claims of the contracting parties, including warranty claims and claims for damages as well as contractual penalties and confidentiality obligations shall remain unaffected.

24 **Number of copies / Signature by the contractual parties**

3 originals of this contract shall be issued. Each party shall receive one signed copy.

This Framework Agreement document can be signed electronically. The contracting parties recognise the electronic signatures as legally valid for the binding conclusion of the Contract

On behalf of the Procurement Unit:

Name of the administrative unit

Place and date: *Enter place Select date*

First and last name / Position

Signature:

.....

First and last name / Position

Signature:

.....

On behalf of the Requesting Office

Name of the administrative unit

Place and date: *Enter place Select date*

First and last name / Position

Signature:

.....

First and last name / Position

Signature:

.....

On behalf of the Company:

Name

Place and date: *Enter place Select date*

First and last name / Position

Signature:

.....

First and last name / Position

Signature:

.....