

General Conditions of Employment for non-domestic personnel

1 Contractual conclusion

- The Contracting Parties are: 1. the Employee
2. SolidarMed, hereinafter called: “the Employer”
- As a rule, the reciprocal obligations apply for assignments of at least two years. Contractual extensions are dependent upon the particular project and – where possible – welcomed.

2 Financial benefits provided by SolidarMed

2.1 Preparation

- **Flat-rate contribution** to cover expenses such as: vaccination advice and vaccinations, medical check-ups, personal medication, relocation expenses, specialist literature, visa, etc.: Employee: CHF 1'000.00, adult companion: CHF 500.00, each child: CHF 250.00.
- Subject to prior consultation with the Employer, expenses for legalisations and translations of certificates and documents shall be reimbursed upon presentation of the receipts.
- If SolidarMed stipulates a course attendance (e.g. tropical medicine course, HIV management course, language course, deployment preparation course), then the course participation is obligatory. Any possible preparations and course registrations shall be performed by the Employee in co-ordination with the bureau in Lucerne. The incurred course costs (course fees, transport, accommodation) shall be borne by SolidarMed. If additional catering costs are incurred, a per diem flat rate of CHF 50.00 shall be paid.

2.2 Assignment

- **Salary:** The salary and the payment procedures shall be stipulated in the contract of employment.
- **Savings reserve as reintegration support:**
 - for unmarried Employees: CHF 500.00 per month;
 - for couples/families: CHF 850.00 per month;
(insofar as the Employee is required to cover the majority of the living expenses of their partner).
- **Child allowances:** CHF 200.00 per family per month for children up to the age of 16.

- **Training allowances:** CHF 100.00 per family per month and child. This allowance shall be paid by SolidarMed from January of the year in which the child reaches the age of 7, insofar as the child attends lessons. School fees shall not be assumed.
- **Free accommodation** in furnished and equipped house or a corresponding apartment. If rent is charged for the accommodation, because this corresponds to local customs, then this circumstance shall be taken into consideration when calculating the living expenses. Any possible costs for electricity, water, domestic staff, private telephone etc. shall be borne by the Employee.
- **Assumption of travel expenses** for the whole family when moving abroad and returning using a direct route. SolidarMed shall select the means of transport – as a rule scheduled flights – and shall arrange the tickets. In the event of an agreement extension of 12 – 24 months the Employee as well as the family shall be entitled to a paid return journey from the place of assignment to their place of residence; if the agreement is extended by less than 12 months, then SolidarMed shall contribute towards the travel expenses on a pro rata basis. If no journeys are undertaken, then no cash payout of the travel expenses may be claimed.
- **Assumption of the cost of transporting baggage (incl. insurance premiums):** In the case of air freight: employee 100 kg, adult companion 75 kg, per child 30 kg. In the case of sea freight: the Employee is free to send his or her baggage by sea freight, irrespective of the quantity; in this event SolidarMed shall reimburse the sum which would have been owed for air freight. The Employee shall be responsible for organising the baggage transport. All risks shall be borne exclusively by the Employee. The baggage for the Employee and companions / family members must be sent in a single consignment.
- **Project-related training and further training:** Permits for training and further training shall be issued by the Employer. The relevant criterion is whether the time involved and the financial expenditure for the training and further training for SolidarMed are reasonably commensurate with the anticipated benefit. In addition, the timing and duration of the training and further training may not impair the continuity of the work. Deputising must be ensured. SolidarMed may only oblige the Employee to attend further training insofar as this is necessary for the fulfilment of specific tasks.

2.3 Premature termination of the Agreement by the Employee

The termination of the Agreement during the trial period as well as the premature termination of the Agreement within the first 12 months of the contractual period by the Employee shall result in the Employee having to reimburse or assume all course and catering costs incurred by SolidarMed within the framework of the preparation as well as the entire cost of the return journey from the country of assignment.

2.4 Insurance policies

- **Health insurance and accident insurance:** The Employee and his accompanying family members shall be insured in accordance with the provisions pertaining to obligatory nursing insurance pursuant to the Swiss Federal Health Insurance Act [Bundesgesetz (BG) über die Krankenversicherung (KVG)] within the framework of a collective insurance policy at Concordia Lucerne, while the Employee shall be insured exclusively against illness (accident insurance: see below), the family members shall be insured against illness and accidents. SolidarMed shall assume the premiums of this insurance policy. If the Employee wishes to remain with his previous insurer, SolidarMed shall reimburse sums equivalent to the premiums which would have been payable for the collective insurance policy. Once the assignment has ended, SolidarMed shall continue to assume the health insurance and accident insurance premiums for one month. Following this, the Employee shall be responsible his own insurance cover.
Please note: Accident cover must be included in the insured person's own health insurance policy immediately thereafter, insofar as no non-occupational accident insurance policy ("NBU") exists with a new employer.

Please note: The insurance policies at Concordia Lucerne may only be terminated as at the end of a calendar year, subject to a three-month period of notice. This consequently means that any possible termination must be received by Concordia at the latest on 30 September.

- **Accident insurance pursuant to the Swiss Accident Insurance Act (“UVG”):** An occupational and non-occupational accident insurance policy shall be taken out on behalf of the Employee in accordance with the Swiss Accident Insurance Act (“UVG”). SolidarMed shall assume the premiums for this insurance policy. The accident insurance covers 80% of the Old-age and Survivor’s Insurance (“AHV”) compliant salary for up to 730 days. In the event of employment incapacity due to accident, SolidarMed shall pay the Employee 100% of the salary for 30 days, and 80% of the salary from the 31st day onwards and for as long as the per diem sickness benefits are provided.
- **Per diem sickness benefit insurance:** A per diem sickness benefit insurance policy shall be taken out on behalf of the Employee. SolidarMed shall assume the premiums for this insurance policy. It covers 80% of the Old-age and Survivor’s Insurance (“AHV”) compliant salary for up to 730 days, subject to a waiting period of 90 days. The waiting period is included in the 730 days. In the event of employment incapacity due to illness, SolidarMed shall pay the Employee 100% of the salary for 30 days, and 80% of the salary from the 31st day onwards and for as long as the per diem sickness benefits are provided. To the extent that these salary payments are made, SolidarMed shall be entitled to the benefits of the per diem sickness benefit insurance policy.
- **Professional liability insurance:** A professional liability insurance policy shall be taken out in favour of the Employee. SolidarMed shall assume the premiums for this insurance policy.
Please note: SolidarMed shall **not** conclude a private liability insurance policy **or** a theft insurance policy in favour of the Employee and his family. The Employee shall be responsible for taking out these insurance policies and for paying the premiums.

- **Pension fund (employee benefits insurance):**

Swiss citizens

The Employee shall be insured with the Pension Fund of the VSAO in accordance with the provisions of the Swiss Occupational Pensions Act (“BVG”). SolidarMed shall assume the premiums for this insurance policy. The previous pension scheme of the Employee must transfer the disbursement benefits to the Pension Fund of the VSAO. The insured annual salary 1 for the retirement pension is CHF 33’600.00 plus CHF 7’800.00 per minor child. The retirement provisioning corresponds to the statutory minimum. In the case of risk benefits, the final annual salary 2 drawn prior to the appointment at SolidarMed shall be applicable, although not more than CHF 120,000.00. If a realistic annual basic salary is not available, the average Swiss annual basic salary shall apply, taking account of the level of training and the age of the person who is to be insured.

Following the assignment, SolidarMed shall continue to assume the Pension Fund premiums for one further month. If the Employee takes up a new position of employment during this period, the assumption of the premium shall automatically lapse. If the Employee takes up a new position of employment only after the expiry of this period, then he may at his own expense continue to maintain the Pension Fund after the end of the assumption of the premiums by SolidarMed.

EU/EFTA citizens

According to the rulings of the Swiss courts, EU/EFTA citizens cannot be insured for retirement, survivors' and disability benefits with the VSAO's employee benefits insurance scheme in Switzerland, but must be insured in their country of origin. Employees from the EU/EFTA countries must arrange for this insurance cover themselves.

In addition to the monthly salary, SolidarMed pays EU/EFTA citizens the amount which SolidarMed would have to contribute to the employee benefits insurance scheme for a Swiss citizen with the same employment conditions.

- **Contributions to social security schemes: old age and survivors' insurance (AHV), disability insurance (IV), income compensation (EO) and unemployment insurance (ALV):**

Swiss citizens

The Employee shall be registered with the Lucerne Compensation Office (insured annual salary 1, as in the case of the Pension Fund). The owed contributions shall be assumed by SolidarMed.

EU/EFTA citizens

According to the rulings of the Swiss courts, death, disability, old age, survivors' benefits, maternity allowance, unemployment and retirement savings capital cannot be insured in Switzerland, but must be insured in their country of origin. Employees from the EU/EFTA countries must arrange for this insurance cover themselves.

In addition to the monthly salary, SolidarMed pays EU/EFTA citizens the amount which SolidarMed would have to contribute to the AHV compensation fund in Lucerne for a Swiss citizen with the same employment conditions.

- **Collective accident insurance policy** for adult companion: benefits CHF 10'000.00 in the event of death, CHF 100'000.00 in the event of permanent invalidity resulting from accident. If the adult companion already has an insurance policy which includes the risks of death and invalidity in the event of accident, then SolidarMed shall pay a premium contribution of up to CHF 600.00 per annum. Following the end of the assignment, SolidarMed shall assume the premium for the insurance policy for a further month. Following this, the Employee shall be responsible for his own insurance cover.
- **Collective accident insurance policy** for the children of the Employee who are also moving abroad: these shall be insured within the framework of a collective insurance policy. SolidarMed shall assume the premiums for this insurance policy. Benefits CHF 200'000.00 in the event of permanent invalidity caused by an accident. Following the end of the assignment, SolidarMed shall continue to assume the premiums for the insurance policy for a further month. Following this, the Employee shall be responsible for his own insurance cover.
- **Maternity benefits**

Swiss citizens

- **Salary payment for female employees:** 100% continued salary payment from the day of birth for a maximum of 14 weeks (98 successive days). The benefits of the Compensation Office or of the individual insurance policies (not in the case of AHV-compliant policies) shall be comprehensively accrued by SolidarMed.
- **Reintegration contribution:** The reintegration contribution shall not be credited throughout the duration of the maternity leave.
- **Insurance benefits:** The insurance benefits shall not be cut throughout the duration of the maternity leave.
- **Infrastructure:** Throughout the duration of the maternity leave there shall essentially not be any entitlement to use the infrastructure made available by the project (apartment, vehicle, office). The individual utilisation shall be settled on an individual basis.

EU/EFTA citizens

Salary payment for female employees: According to the rulings of the Swiss courts, maternity allowance cannot be insured in Switzerland, but must be insured in their country of origin. Employees from the EU/EFTA countries must arrange for this insurance cover themselves. SolidarMed compensates the amount, which would have to be paid for a Swiss citizen with the same employment conditions. In case of maternity, SolidarMed pays 20% of the salary from the day of birth for a maximum of 14 weeks (98 successive days).

- **Reintegration contribution:** The reintegration contribution shall not be credited throughout the duration of the maternity leave.
- **Insurance benefits:** The insurance benefits shall not be cut throughout the duration of the maternity leave.
- **Infrastructure:** Throughout the duration of the maternity leave there shall essentially not be any entitlement to use the infrastructure made available by the project (apartment, vehicle, office). The individual utilisation shall be settled on an individual basis.

3 Obligations of the Employee

- In accordance with the objectives of SolidarMed, the Employee undertakes to dedicate himself comprehensively to the fulfilment of his tasks, to support other employees in their tasks and if necessary to deputise for these, and insofar as necessary to assume additional tasks within the framework of the project, to exercise the profession in accordance with the ethical principles of the sector, and to respect the objectives of the project partner. The Employee moreover confirms that he is willing to take on additional tasks on behalf of SolidarMed, such as e.g. preparing and supporting missions and project visits or drawing up project applications.
- The Employee undertakes to provide the documents which are necessary to enter and to obtain a work permit in the assignment country.
- The Employee undertakes to arrange for himself and his accompanying family members to be checked and advised prior to the assignment by a specialist physician for tropical medicine, and undertakes to adhere to the recommendations. In addition, he also undertakes to arrange for himself and his accompanying family members to undergo a final medical check by a specialist physician for tropical medicine within two months following the end of the agreement. The cost of the final check, although not the costs of any possible necessary treatment, shall be reimbursed by SolidarMed upon presentation of the invoices, insofar as this is not borne by a health insurer. The Employee is obliged to forward confirmation of the final check to SolidarMed.
- The Employee undertakes during the contractual period not to take on any additional work without the approval of SolidarMed. He and his family members are prohibited from engaging in economic or political activities in the assignment country, and may also not acquire real estate property.
- The Employee shall personally undertake to respect the laws and customs in force in the assignment country, and shall take steps to ensure that his family members likewise adhere to these rules.
- In the event of a journey being undertaken to Switzerland or Europe, the Employee undertakes to pay a visit to the bureau in Lucerne. The time spent paying this visit to the bureau shall be considered working time, and the associated costs shall be reimbursed in accordance with the rules set out in the "SolidarMed Expenses Rules for non-domestic personnel".
- Throughout the duration of his deployment at SolidarMed, the Employee undertakes to take part in its public relations and fund raising activities. Any independent performance of such activities during and following the assignment shall be subject to the approval of and co-ordination with SolidarMed's bureau in Lucerne.
- The Employee has been informed that SolidarMed is exclusively responsible for agreeing and implementing joint projects with partner institutions. He undertakes to settle any money and materials obtained from third parties exclusively via SolidarMed's bureau in Lucerne or via a bank account designated by this bureau.
- The Employee undertakes not to initiate and implement or adopt any private projects.

- Throughout the assignment, the Employee may not exploit or disclose to any third party facts and data which are to be kept secret and of which he becomes cognisant in the service of SolidarMed; he shall also remain obliged to maintain confidentiality following the ending of the assignment. In respect of patient data, medical personnel shall be subject to professional confidentiality during and following the assignment.
- The Employee undertakes to treat the material, infrastructure and financial project resources with care. In the event of the improper and negligent treatment of material, infrastructure and financial project resources, SolidarMed reserves the right to initiate legal steps and to demand reimbursement.
- Assignment-related publications during and following the assignment must in every case be approved by SolidarMed's bureau in Lucerne in advance.
- The Employee undertakes to observe the directives issued by SolidarMed and to submit the demanded reports and documents in good time.
- Conduct in the event of incapacity for work:
 - Incapacity for work caused by illness or accident must be reported to the line manager as quickly as possible, either orally or in writing, detailing the anticipated duration of the absence. In the event of accidents, SolidarMed's bureau in Lucerne must also be informed immediately in order to enable the insurer to be notified.
 - In the event of incapacity for work caused by illness or accident lasting more than five days, a medical certificate must be submitted. SolidarMed may demand a medical certificate at any time or, insofar as necessary, may arrange for a medical examiner to perform tests at its own expense.
- Conduct in the event of maternity leave:
 - Female employees who are subject to AHV/IV/EO/ALV insurance obligations are obliged to submit the "Application for Maternity Leave Compensation" ("Anmeldung für eine Mutterschaftsentschädigung") to the responsible compensation office. The benefits provided by the compensation office shall be accrued by SolidarMed.
 - Female employees who are not subject to AHV/IV/EO/ALV insurance obligations are obliged to conclude an individual insurance policy covering the continued payment of their salary amounting to 100% of the agreed monthly salary in the event of maternity, effective from the start of the agreement. They are obliged to submit the corresponding application to the responsible insurer. The insurance benefits shall be accrued by SolidarMed.

4 Final report and final meeting

Within two months following the completion of the assignment, the Employee undertakes to submit a final written report in accordance with the defined scope and criteria, and to ensure that he is available for a final meeting at the bureau of SolidarMed in Lucerne. Until the final report has been completed and submitted, and until the final meeting has been held, SolidarMed shall retain a sum of CHF 5'000.00 from the final payments. If the final report and the final meeting are not completed within two months following the end of the assignment, the retained sum shall lapse.

5 Couples with more than one contract of employment at SolidarMed

If a couple has more than one contract of employment at SolidarMed, then the entitlement to employee benefits pursuant to Section 2.1. and 2.2. shall exist only once. In these Sections, the second employee shall be deemed to be the adult companion.

6 Final provisions

In addition to the present General Conditions of Employment for non-domestic personnel and the further documents which are of relevance to the assignment, the Swiss Code of Obligations ("OR"), the relevant legislation pertaining to insurance questions as well as the applicable general and particular insurance conditions and benefit regulations shall also be applicable.

The present General Conditions of Employment for non-domestic personnel shall come into force following their approval by the Board of Directors on 01 July 2009, and replaced all previous regulations.

Revised **Version per 01.01.2010**: (Adjustments for EU/EFTA citizens under "Pension fund (employee benefits insurance)", "Contributions to social security schemes: old age and survivors' insurance (AHV), disability insurance (IV), income compensation (EO) and unemployment insurance (ALV)" and "maternity benefits").

Where ambiguities arise, the German translation is authoritative.