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# Framework Agreement for Temporary Staffing

between

**Source Group International Group GmbH, Bösch 106 6331 Hünenberg, Switzerland**

(hereinafter SGI)

and

**[Client company name and address]**

(hereinafter Client Enterprise)

SGI shall provide its own employees (hereinafter referred to as "Temporary Staff or TMA") to the Client Enterprise under the terms of this framework agreement. SGI holds all required licenses in accordance with the Swiss Employment Services Act (AVG) and SECO regulations.

## 1. Subject of the Agreement

- This framework agreement governs the cooperation between the SGI and the Client Enterprise for all future deployments of Temporary Staff.
- The specific conditions of each individual assignment are regulated in a separate assignment agreement, which forms an integral part of this framework agreement. (Appendix 1)
- The exact description of projects (scope of work, job description, location, qualifications, etc) will be defined in separate project agreements between parties.
- The Client Enterprise is not obliged to enter into any assignment contracts.

## 2. Rights and Obligations of the Parties

- Job descriptions are defined by the client enterprise, which retains sole authority over work instructions and supervision.
- SGI undertakes to provide carefully selected, professionally qualified staff and is liable for their proper selection.
- The Client Enterprise undertakes to comply with all legal employment and workplace safety regulations.
- SGI ensures that all TMAs possess valid work and residence permits.

## 3. Confidentiality and Data Protection

- Both parties agree to maintain confidentiality regarding all information obtained in the course of their cooperation.
- SGI shall ensure that all TMAs sign a confidentiality agreement.

## 4. Compensation and Invoicing

- Compensation is defined in the assignment agreement and is based on actual hours worked.



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- Hours worked are confirmed monthly by Client Enterprise hiring manager and invoiced accordingly to submitted timesheets.
- Payments are due within 30 days from the invoice date.

## 6. Liability

- SGI is liable for the proper selection of the staff.
- Liability for work results or consequential damages is excluded.

## 7. Conversion Fee

- If the Client Enterprise employs a TMA on a permanent basis during or within six months after the end of the assignment, the Client Enterprise shall pay SGI a compensation amounting to 20% of the agreed gross annual salary of the TMA.

## 8. Termination

- This framework agreement comes into effect upon signature and remains in force for an indefinite period.
- It may be terminated by either party with 30 days' notice to the end of a month. Ongoing assignments are unaffected by termination.

## 10. Severability Clause

- If any provision of this framework agreement is invalid, the validity of the remaining provisions shall not be affected.

## 9. Final Provisions

- Changes or additions to this agreement must be made in writing.
- Rights and obligations can only be transferred with prior written consent.
- The place of jurisdiction shall be the registered office of SGI.

Place, Date  
Hünenberg,

Place, Date

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SGI  
Source Group International GmbH

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Client Enterprise  
[Client company name]  
[Representative of the client company]



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## **APPENDIX 1 - Assignment Agreement / Subcontract agreement**

between

**Source Group International Group GmbH, Bösch 106 6331 Hünenberg, Switzerland**  
(hereinafter SGI)

and

**[Client company name and address]**

(hereinafter Client Enterprise)

about the assignment of an employee of SGI.

SGI is in possession of a licence to hire subcontract personnel issued by the Canton of Zug and SECO. The authorising authority is the Office of Economics and Labour of the Canton of Zug, Aabachstrasse 5, 6301 Zug, and SECO, Employment Directorate, Holzikofenweg 36, 3003 Bern.

### **1. Assignment**

SGI provides the following employee to the client enterprise:

**[First Name and Last Name]**

Job title:

**[Job title]**

The location of the assignment is:

**[Client's Street and no, ZIP City]**

The assignment begins on:

**[dd.mm.yyyy]**

The assignment lasts to:

**[dd.mm.yyyy]**



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## **2. Period of notice**

The present contract can be terminated in writing by both contracting parties with a notice period of **[exact notice period]**

## **3. Working time**

Working time for the employee is considered to be:

**[0.0] hours per day - [0.0] hours per week**

The temporary employee must respect the working hours in force in the Client Enterprise.

## **4. Remuneration for the assignment**

The Client Enterprise pays SGI for the assignment of the employee in the amount of **CHF [XXX/h] [XXX/d]**. This includes all statutory levies and social security contributions. All social security contributions and mandatory insurance schemes shall be paid by SGI. Any necessary, job-related and verifiable expenses incurred by the Employee when performing his duties, shall be invoiced by SGI to the Client Enterprise additionally and separately. If exceptional expenses are incurred, the Client Enterprise must approve and validate them in advance. SGI remunerates temporary staff members on the basis of the monthly work report, which must be signed by the Client Enterprise.

## **5. Terms of payment**

Invoices must be settled net within

**[0.0] days**

## **6. Liability for damages**

The personnel provided by SGI is not employed by the Client Enterprise on the basis of a contract for work or an order; SGI is therefore in no way liable to the hiring company for the result of the work performed by the subcontracted employee. SGI is only responsible for the correct selection of the hired employees.

## **7. Authority to issue directives and occupational safety**

The Client Enterprise has the sole right of instruction and control over the performance of the work vis-à-vis the employee provided. In particular, it shall observe the directives and statutory provisions relating to occupational safety and health protection.



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The temporary employee must comply with the internal instructions of the Client Enterprise. He has made a contractual undertaking to stringently respect the confidentiality of information given to him in the course of his mission with the Client Enterprise.

The temporary employee must comply with instructions given by the Client Enterprise. He is placed under the control and responsibility of the Client Enterprise.

## 8. Intellectual property

Inventions and all other intangible goods which the employee in his activities for Client Enterprise brings forth, belong to Client Enterprise, regardless of their legal nature and protectability.

## 9. Signatures

Any amendments or additions to this Agreement must be in writing and signed by an authorized representative of the parties. The parties agree that the execution of any amendments or supplements to this Agreement by the exchange of facsimile, PDF or electronic signatures shall have the same legal force and effect as the exchange of original signatures. "Electronic Signature" means a signature in digital form incorporated into, attached to, or associated with the Electronic Document.

## 10. Place of jurisdiction

The place of jurisdiction shall be the registered office of SGI.

Place, Date  
**Hünenberg,**

Place, Date

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SGI  
**Source Group International GmbH**

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Client Enterprise  
**[Client company name]**  
**[Representative of the client company]**