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**Ordinance
of the Swiss Innovation Agency
on the Fees and other Contractual Conditions
for Members of the Innovation Council and on the
Remuneration of Experts
(Innosuisse Remuneration Ordinance)**

of 20 September 2017 (Status as of 1 January 2021)

approved by the Federal Council on 15 November 2017

The Board of Directors of the Swiss Innovation Agency (Innosuisse)

based on Article 7 paragraph 1 letter k of the Innosuisse Act of 17 June 2016¹ (SIAA),

ordains:

Section 1 Fees for Members of the Innovation Council

Art. 1 Basic fee

¹ Members of the Innovation Council are entitled to a basic fee of CHF 20,000 per annum. The basic fee is equivalent to 10 per cent of a full-time annual salary of CHF 200,000.

² The basic fee is compensation for the following commitments, unless a flat-rate payment is intended for any of them:²

- a. participating in Innosuisse's ordinary and extraordinary meetings;
- a^{bis}.³ preparatory and follow-up work to meetings;
- b.⁴ evaluating and supervising up to 30 innovation projects;
- b^{bis}.⁵ evaluating and supervising other funding proposals;

AS 2017 6643

¹ SR 420.2

² Amended by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS 2020 4991).

³ Inserted by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS 2020 4991).

⁴ Amended by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS 2020 4991).

⁵ Inserted by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS 2020 4991).

- c.⁶ all measures relating to the appointment of experts, coaches and mentors;
- d. developing proposals for the funding strategy and instruments for the Board of Directors and performing activities in relation to the development of multi-year programmes on behalf of the Board of Directors;
- e. performing activities within the Innovation Council's competencies that lead to the adoption of implementing provisions in accordance with Article 10 paragraph 1 letter b SIAA;

f.⁷ ...

³ The basic fee increases by CHF 5,000 per year whenever a member of the Innovation Council is elected to one of the following positions in addition to their regular tasks:

- a. a managerial position in the Innovation Council;
- b. a member of a committee that makes decisions regarding funding applications and measures; this excludes membership of regular theme-based bodies and of non-permanent bodies that are put together on an ad hoc basis.⁸

⁴ ...⁹

⁵ The basic fee is paid every six months for the previous half calendar year.

Art. 2 Individual flat-rate payments

¹ In addition to the basic fee, members of the Innovation Council are entitled to the following individual flat-rate payments for performing the services listed below:

- a. CHF 2,000 per year for being a member of a body without autonomous decision-making powers set up by the Innovation Council on a temporary basis; if the member sits on this body for less than one year, the flat-rate will be paid *pro rata*;
- b. CHF 500 for participating in a meeting of a jury with changing membership and without autonomous decision-making powers in order to prepare decisions; where more than five hours' presence is required, the flat-rate payment rises to CHF 1,000;
- c. CHF 500 for giving a talk or otherwise appearing on behalf of Innosuisse; where more than five hours' presence is required, the flat-rate payment rises to CHF 1,000;
- d. CHF 100 for evaluating and supervising an innovation project, from the 31st innovation project in any calendar year;

⁶ Amended by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS **2020** 4991).

⁷ Repealed by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and with effect from 1 Jan. 2021 (AS **2020** 4991).

⁸ Amended by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS **2020** 4991).

⁹ Repealed by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and with effect from 1 Jan. 2021 (AS **2020** 4991).

- e. flat-rate payments under Article 4 paragraph 1 letters a–g for assessing a funding application or a funding measures;
- f. CHF 500–1000, at the discretion of the Innosuisse director, for fulfilling individual special tasks not covered by the other flat-rate payments or by an increase in the basic fee.¹⁰

^{1bis} Preparatory and follow-up work for tasks for which a flat-rate payment is paid is covered by the flat-rate payment.¹¹

² The individual flat-rate payments are paid every six months for the previous half calendar year. For this purpose, the members of the Innovation Council must provide Innosuisse with a detailed list of the services they have provided for the settlement.

Art. 3 Maximum remuneration amount

¹ The total remuneration from basic fees and individual flat-rate payments shall amount to no more than CHF 40,000 per annum for any member of the Innovation Council.

² ...¹²

Section 2 Remuneration for Experts

Art. 4 Individual flat-rate payments

¹ Experts within the meaning of Article 10 paragraph 2 SIAA only receive flat-rate payments in accordance with the following provisions:

- a. CHF 1000 for the initial assessment of a large-scale specific funding measure spanning several years;
- b. CHF 500 for the initial assessment of a grant application for an innovation project or theme-based specialist event;
- c. CHF 100 for the initial assessment of an application for an innovation cheque and for assessing interim and final reports on innovation cheques
- d. CHF 250 for initial assessments of funding applications and measures that do not fall under letters a–c;
- e. CHF 250 for assessing the conditions for all types of funding measure, for assessing interim reports on coaching measures and for assessing interim and final reports on innovation projects;

¹⁰ Amended by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS **2020** 4991).

¹¹ Inserted by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS **2020** 4991).

¹² Repealed by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and with effect from 1 Jan. 2021 (AS **2020** 4991).

- f. CHF 500 for carrying out on-site assessments of an ongoing or concluded funding measure; where more than five hours' presence is required, the flat-rate payment rises to CHF 1,000;
- g. CHF 500 for interim and final assessments not covered by letters c, e or f; if the assessment is particularly complex or time-consuming, the Innosuisse Secretariat may double the fee;
- h. CHF 50 for clarifications that need to be made before funding measures to be continued and which are not made as part of the assessments under letters a–g;
- i. CHF 100 for clarifying assessments to applicants orally;
- j. CHF 500 for giving a talk or otherwise appearing on behalf of Innosuisse and for taking part in meetings and events where participation is required in order for the expert to fulfil their tasks; where more than five hours' presence is required, the flat-rate payment rises to CHF 1,000;
- k. CHF 500–1000, at the discretion of the Innosuisse director, for assessing the qualifications of coaches and mentors and for conducting similar special tasks not covered by the usual flat-rate payments.¹³

^{1bis} Initial assessments within the meaning of paragraph 1 letters a–d shall include a written report and where necessary an oral explanation of the report given to the decision-making body.¹⁴

^{1ter} Preparatory and follow-up work for tasks for which a flat-rate payment is paid is covered by the flat-rate payment.¹⁵

² Article 2 paragraph 2 applies to the payment procedure.

Art. 5¹⁶ Maximum remuneration amount

¹ The maximum remuneration amount per expert and year is:

- a. CHF 30,000;
- b. CHF 45,000 for experts with specific specialist knowledge that is unavailable from other experts.

² If it is not possible to recruit additional experts for the implementation of a temporary special programme for reasons of quality or time, the Board may increase the maximum remuneration amount to a maximum of CHF 45,000 per year for all experts for a limited period of one year.

¹³ Amended by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS 2020 4991).

¹⁴ Inserted by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS 2020 4991).

¹⁵ Inserted by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS 2020 4991).

¹⁶ Amended by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS 2020 4991).

Section 3 Social Insurance

Art. 6¹⁷ Tax liability

The statutory contributions under the OASIA, InvIA, LECA and UIA on the fees for the members of the Innovation Council and the remuneration of experts are paid in equal shares and are settled by Innosuisse. Those under the AIA are paid in accordance with the rules applicable to Innosuisse employees and are settled by Innosuisse

Art. 7¹⁸ Occupational pension funds

Members of the Innovation Council and experts are compulsorily insured against the economic consequences of old age, death and disability in accordance with the Pension Regulations of 6 December 2011¹⁹ of the Federal Pension Fund for Fee Recipients provided the statutory requirements are met.

Section 4 Reimbursement of Expenses

Art. 8

¹ Members of the Innovation Council and experts are reimbursed for necessary and documented expenses incurred while performing official duties for Innosuisse.

² The expenses are reimbursed in accordance with the provisions of the Federal Ordinance of 3 July 2001²⁰ on the Personnel of the Swiss Confederation. The remuneration amount is calculated based on the FDF Ordinance of 6 December 2001²¹ to the Federal Personnel Ordinance.

³ Trips abroad and business-class flights must be approved by the Innosuisse management team in writing beforehand.

⁴ Expenses shall be reimbursed against claims in writing. All relevant expense receipts must be submitted before settlement can be made.²²

Section 5 Other Contractual Terms

Art. 9 Personal fulfilment of the contract

The members of the Innovation Council and experts must personally fulfil the tasks they have been assigned to perform.

¹⁷ Amended by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS 2020 4991).

¹⁸ Amended by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS 2020 4991).

¹⁹ SR 172.220.141.2

²⁰ SR 172.220.111.3

²¹ SR 172.220.111.31

²² Amended by No I of the O of the Board of Directors of Innosuisse of 16 Sept. 2020, approved by the FC on 4 Nov. 2020 and in force since 1 Jan. 2021 (AS 2020 4991).

Art. 10 Handling of gifts and invitations

¹ As part of their contractual relationship with Innosuisse, members of the Innovation Council and experts may not claim, receive or accept promises for any gifts or other benefits such as invitations.

² The acceptance of customary gifts and invitations not exceeding the market value of CHF 200 shall not be regarded as a benefit within the meaning of paragraph 1 unless the member of the Innovation Council or the expert is involved in a procurement or funding process and the benefit is offered by a third party who is affected by the outcome of the procurement or funding process.

³ In the event of any doubt, the chairperson of the Board of Directors shall decide on whether benefits may be accepted.

Art. 11 Recusal

¹ Members of the Innovation Council and experts shall recuse themselves if there is a conflict of interests. The suspicion of a conflict of interests shall suffice.

² Reasons for the conflict of interests specifically include special connections or personal friendship with or hostility towards the natural or legal person participating in or affected by a business or a decision process.

³ In the event of any doubt, the chairperson of the Board of Directors shall decide on the recusal.

Art. 12 Dealings on one's own account

¹ Members of the Innovation Council and experts may not use or claim any other advantage from information that is not publicly accessible and of which they become aware of as part of their work for Innosuisse.

² If members of the Innovation Council and experts have information that is not publicly accessible and the disclosure of which may have a foreseeable effect on the value of securities and foreign currency, they may not invest in any of these securities and foreign currency on their own account. The purchase of foreign currencies to cover daily requirements is permitted at any time.

³ Dealings on one's own account refer to legal business conducted by members of the Innovation Council or experts on their own account or on the account of a third party or that they arrange for a close person or for which they engage a third party, particularly to cover their identity.

Art. 13 Relations to foreign states

The members of the Innovation Council may not carry out any official duties for a foreign state and may not take any decorations or titles from foreign authorities.

Art. 14 Premature termination of the contractual relationship by members of the Innovation Council

¹ The members of the Innovation Council may terminate the contract in writing at the end of a given calendar year by giving three months' notice.

² A termination of the contractual relationship is possible at any time by mutual consent.

Art. 15 Term of the experts' contractual relationship and premature termination

¹ Experts are elected for a fixed period of time and for a maximum of four years.

² Re-election is possible up to a total of eight service years.

³ Experts who are elected for longer than one year may terminate their contractual relationship prematurely at the end of a given calendar year by giving three months' notice.

⁴ A termination of the contractual relationship is possible at any time by mutual consent.

Art. 16 Termination of the contract by the Board of Directors

If, despite written warning, members of the Innovation Council and experts continue to violate their duties set out in Article 9 paragraphs 5-8 SIAA or in Articles 10–13 of this Ordinance, the Board of Directors may terminate the contractual relationship with them without providing compensation and without adhering to a notice period.

Section 6 Commencement

Art. 17

This Ordinance comes into force on 1 January 2018.

