



# Guide

## Using the contract templates for Digital Public Services Switzerland's General Terms and Conditions for ICT Goods/Services, March 2025 edition

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Contact: [info@digitale-verwaltung-schweiz.ch](mailto:info@digitale-verwaltung-schweiz.ch)

Digital Public Services Switzerland  
Haus der Kantone  
Speichergasse 6  
CH-3000 Bern 7

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## Introduction

To make it easier to use Digital Public Services Switzerland's new General Terms and Conditions for ICT Goods/Services (March 2025 edition), hereinafter referred to as the "DPSS GTC 2025", the existing contract templates have been adapted and made available together with the General Terms and Conditions (GTC) at <https://www.digital-public-services-switzerland.ch/terms>.

It is important to note that neither the GTC nor the associated contract templates can anticipate and cover all existing ICT goods/services or all the particularities of every conceivable scenario. For less homogeneous service groups (such as cloud solutions) and for larger or more complex contracts, for example those involving more than one service group, additions to and in some cases deviations from the DPSS GTC 2025 and the DPSS contract templates will often be necessary. In such cases, it is generally essential to seek qualified legal assistance in good time. **In any case, use of the DPSS GTC 2025 and DPSS contract templates is the sole responsibility of the user, who must take due account of the specific requirements in each case and ensure compliance with applicable legislation.**

**Checklist I** is a general checklist aimed at helping you choose the right DPSS contract template. The individual **DPSS contract templates** already contain suggestions and placeholders for the main provisions typically found in such contracts. These will usually be sufficient for simple, standard contracts. **Checklist II** contains suggestions for further alternative and optional contract clauses. Where necessary and appropriate, these suggested clauses can be integrated directly into the DPSS contract templates in the designated places.

## Checklist I – Choosing a DPSS contract template

You will need to select one or more of the five available DPSS contract templates, depending on the intended legal transaction. Answering the questions in Checklist I will help you choose the right template.

In the case of typical contractual goods/services, answering "Yes" to one of the questions in the first part **A. General** will take you directly to the appropriate DPSS contract template for your specific circumstances.

However, in the ICT domain there are a multitude of possible contractual goods/services that do not correspond exactly to any one of these five DPSS contract templates. For such cases, the explanations in the second part **B. Special cases** are intended to provide further information and advice on using the DPSS contract templates and how to proceed.<sup>1</sup>

The DPSS GTC 2025 are drafted in general terms, without a specific focus on these special cases. For most such transactions, though, it still makes sense to take the DPSS GTC 2025 as a starting point, as this ensures that at least those provisions of the DPSS GTC 2025 that are applicable to all contract types will be applied (such as those concerning basic warranty rules, liability, applicable law and place of jurisdiction). However, these cases are often inherently complex, which is why an individual and professional review and adaptation of the specific contracts is often essential.

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<sup>1</sup> Additional atypical goods/services are often agreed alongside the main subject of the contract. When computers are purchased, for example, the operating software is also acquired at the same time, or certain subordinate adaptations to the peripheral systems and interfaces are agreed when hardware is purchased or software is licensed. Furthermore, two different main goods/services are often combined. When a software licence is purchased, for instance, subsequent software maintenance and the associated support are agreed at the same time. Increasingly, the procurer then obtains services from the cloud via the intranet or internet and pays for them periodically without acquiring ownership rights to the required infrastructure, including software. In cloud computing, possible contractual services supplied by the provider include in particular the use of infrastructure (IaaS), IT platforms (PaaS) and software/applications (SaaS). Finally, there is the possibility of comprehensive operating and outsourcing contracts, which may involve transferring the performance of the organisation's own, sometimes business-critical, tasks.

## Checklist II – Choosing additional optional clauses

The DPSS GTC 2025 include open clauses at various points, the aim of which is to preserve the necessary flexibility of application in individual cases and to highlight common deviations in agreements. On the one hand, such clauses make mandatory reference to the contract document itself for the regulation of particular content, or they are optional clauses that are particularly common in certain types of contracts. These clauses have already been largely integrated into the five DPSS contract templates. On the other hand, there are a number of other open clauses that are not included in the DPSS contract templates. Checklist II thus explains the clauses not already included and sets out possible variants, additions or deviations vis-à-vis the GTC with a view to facilitating consistent and simple adaptation of the DPSS contract templates. To better assist contract drafters, the checklist proposes specific examples of contract clauses, which can be integrated directly into the relevant DPSS contract template where appropriate. Unless Checklist II specifies another location by way of exception, these clauses should be added to the DPSS contract templates in a dedicated section entitled "**Special agreements**". Finally, for more complex contracts, reference is made at various points to the possibility of additional, customised appendices.

The clauses featured under **A. General provisions** in Checklist II can generally be used in all DPSS contract templates. Those included under **B. Special provisions** are usually relevant only to the specified template(s). If no additional clauses from Checklist II are required, the DPSS contract templates can of course also be used without them.

### Necessary steps to finalise the contract

Text or clauses in **[square brackets]** and **highlighted in yellow** in the DPSS contract templates or Checklist II examples must always be adapted as required. All **yellow highlighting** and **[square brackets]** must be removed after editing. Sentences or words in *italics* must be heeded and then deleted or replaced with relevant provisions by the time the contract is finalised. **A contract is therefore finalised and ready for signing only when all parts featuring yellow highlighting, [square brackets] and italics have been edited and all such markings have been removed from the contract.**

## Glossary

The following abbreviations are used for the five DPSS contract templates:

<b>WKV 1</b>	Contract for goods/services under a work contract
<b>DLV 2</b>	Contract for ICT services
<b>HKV 3</b>	Contract for the purchase of hardware
<b>SLV 4</b>	Contract for software licences
<b>WPV 5</b>	Contract for hardware and software maintenance
<b>CLV 6</b>	Contract for online (cloud) services

The following additional abbreviations are used:

<b>Alt</b>	Possible alternative provision to the standard provision in the DPSS GTC 2025
<b>App</b>	Additional provisions set out in an appendix to be compiled
<b>CT</b>	DPSS contract template
<b>CT prov</b>	Provision already included in the relevant DPSS contract template
<b>Opt</b>	Optional provision that can be included in the relevant DPSS contract template if required and must be deleted from the template if not required. Where multiple options exist, they are identified by numbering ( <i>Opt 1</i> , <i>Opt 2</i> , etc.). Additional options (marked as <i>Add Opt</i> ) can be combined with other options where required.

The following markings are designed to help you finalise the contract:

<b>Yellow highlighting</b>	Text to be edited by users. After editing, the highlighting must be removed.
<b>Italics</b>	Text in italics in Checklist II and the DPSS contract templates is for explanatory purposes only. It must be heeded and then replaced or deleted before the templates are finalised.
<b>[...], [... / ...]</b>	Text in square brackets must be adapted and completed on a case-by-case basis. Suggested alternatives are separated by a slash [... / ...] within the square brackets. Occasionally, additional square brackets within existing brackets indicate text that can be further customised. The square brackets must also be removed after editing.