

**Swiss Finance Institute**  
**Knowledge Exchange / Continuing Education Agreement**

The undersigned,

**Swiss Finance Institute Stiftung**

Walchestrasse 9, 8006 Zürich, represented by Prof. Francois Degeorge, Managing Director, and Dr. Alain Krapl, Head of Knowledge Exchange / Continuing Education

hereinafter "SFI";

**University of Geneva**

Rue Général-Dufour 24, 1211 Genève 4, represented by its Rector, Professor Yves Flückiger,

hereinafter "UNIGE"

and

**(professor's name and address)**

hereinafter the "Professor";

together hereinafter defined as the "Parties",

**The Parties declare and have agreed as follows:**

**1. Fundamentals**

- 1.1. SFI and UNIGE signed a Cooperation Agreement in July 2016 in order to strive for excellence and global recognition in research and doctoral education in the field of Banking and Finance.
- 1.2. For this purpose, SFI, one of whose principal goals is to co-finance professorships of worldwide renown, aims to support academic activities of Professor (name).
- 1.3. Professor (name) is Ordinary Professor at UNIGE and is active in the field of finance.
- 1.4. The Parties agree that the present Knowledge Exchange / Continuing Education Agreement (hereinafter, this "Agreement") stands as a supplementary agreement effective as of (start date). The Parties recognize that this Agreement is supplementary to and depends on the effectiveness of the main agreement signed between the Parties

for the same period, namely the Swiss Finance Institute Senior Chair Agreement, by which an SFI Chair is granted to the Professor.

- 1.5. For the avoidance of doubt, the Parties emphasize that the activities under this Agreement constitute institutional activities and will be carried out by the Professor in her/his capacity as an employee of UNIGE and in discharge of his/her duties toward UNIGE.
- 1.6. The Professor's place of employment remains the University of Geneva.
- 1.7. As a SFI professor the Professor has the obligation under this Knowledge Exchange / Continuing Education Agreement to fulfil the tasks according to the Description of Knowledge Exchange/Continuing Education Activities attached hereto as Annex 1.
- 1.8. This Agreement is valid and remains in force for as long as an SFI chair is granted to the Professor and shall terminate automatically without any (additional) notice being required concurrently with the termination of the grant of the SFI chair.

## **2. Duration of the Agreement**

- 2.1. This Agreement enters into force upon being signed by the Parties and subject to the obtaining of the affirmative decision of the competent authorities of the Canton of Geneva in accordance with Section 3.2.
- 2.2. This Agreement is entered into for a period outlined in Section 1.8 above, subject to Sections 2.3 to 2.6 below, unless the Parties agree otherwise.
- 2.3. The Professor agrees that, upon termination of the SFI sponsoring, her/his basic remuneration will be (without any additional salary compensation) determined solely in accordance with the rules in force at UNIGE, and hereby agrees to any reduction of her/his remuneration in accordance herewith and acknowledges and accepts that this Agreement does not create any entitlement nor expectation to a continuation or perpetuation of the SFI sponsoring, or any other sponsoring.
- 2.4. This Agreement may be terminated by any Party before the expiry of the time period set out in Section 2.2 above by giving written notice with a three-month notice period to the end of a calendar month.
- 2.5. Upon termination of this Agreement, each of SFI and UNIGE is entitled to release the Professor at any time in full or in part, permanently or temporarily, from his/her duties defined in Annex 1.
- 2.6. This Agreement terminates automatically, without notice being required:

- a) at the end of the academic year (i.e. 31 July or 31 August) following the date on which the Professor reaches the age of 65; or
- b) upon termination of the employment relationship between the Professor and UNIGE; or
- c) upon termination of the SFI Senior Chair Agreement between the Parties.

UNIGE shall notify SFI as soon as any of the events contemplated above occurs.

### **3. Allowance**

- 3.1. The SFI sponsoring consists of a monthly allowance for the Professor corresponding to the donation of SFI paid in accordance with Section 4, paid in twelve equal instalments at the end of each month.
- 3.2. UNIGE commits to solicit from the Geneva's Conseil d'Etat the necessary decree authorizing and setting such allowance.
- 3.3. UNIGE is liable for any social security charges and related matters related to the allowance paid to the Professor.

### **4. Donation**

- 4.1. In order to finance such allowance, SFI undertakes to donate to UNIGE an amount of CHF 50'000 per year (or if a lower amount is set by Geneva's Conseil d'Etat, such corresponding lower amount), for the duration of this Agreement.
- 4.2. UNIGE commits to create a specific account to receive the donation in order to guarantee the proper use, allocation and disbursement of the funds.

### **5. The Professor's General Duties & Commitments**

In consideration of the donation paid in accordance with Section 4, UNIGE and the Professor agree to the following undertakings:

- 5.1. The Professor's general duties and commitments are set forth in the general Description of Knowledge Exchange / Continuing Education Activities attached hereto as Annex 1. The details of the individual tasks of the Professor will be agreed upon with SFI (which may be represented therefore by the Head of Knowledge Exchange / Continuing Education) on a yearly basis; such agreements may be entered into and amended at any time after the date of this Agreement and may be made by way of e-mail exchanges.

The Professor shall regularly and actively exchange expertise and experience with SFI in coordination with the Head of Knowledge Exchange / Continuing Education of SFI and perform selected activities, which are in demand by the banking and finance industry or one of the stakeholder groups.

The Professor shall fulfil the individual tasks to be agreed upon on a yearly basis.

5.2. As SFI Senior Chair, the Professor shall publicize SFI affiliation in a dominant and prominent way, referring to SFI in the first or second position, and in a public manner. For instance:

- primary affiliation in publications of SFI Chairs, e.g. "Prof. XYZ, «Academic\_Partner\_Name»" and Swiss Finance Institute" or "Prof. XYZ, Swiss Finance Institute, «Academic\_Partner\_Name»".
- primary affiliation in branding activities in professional and public activities, e.g. "Member of the Swiss Finance Institute, «Academic\_Partner\_Name»" or "SFI Professor, «Academic\_Partner\_Name»".

5.3. The Professor commits to perform, to the best of her/his abilities, all the duties in connection with this Agreement.

The Parties acknowledge and accept that the undertakings under Sections 5.1 to 5.3 above do not exceed the scope, responsibilities and workload of the Professor's academic mandate.

## **6. Confidentiality**

6.1. The Professor shall throughout the duration of this Agreement and thereafter (regardless of the reason for termination) refrain from disclosing in any manner to any individual the terms of this Agreement and any information of a confidential nature concerning SFI which has become known to the Professor as a result of her/his activity for UNIGE in collaboration with SFI and which the Professor knows or should have known to be of a confidential nature, unless such information falls within the public domain, is released from confidential status by SFI or received from a third party without such third party being in breach of any confidential undertaking.

6.2. Nothing in this Agreement, and in this clause 9, limits in any way the academic independence of the Professor in the discharge of her/his academic mandate and research activities or prevents UNIGE to fulfill its information legal obligations under the LIPAD (*loi genevoise sur l'information du public, l'accès aux documents et à la protection des données*).

## **7. Documents**

The Professor shall not have nor keep in her/his possession any documents and/or correspondence and/or data carriers and/or copies thereof in any manner whatsoever, which belong to SFI and which have been made available to the Professor as a result of her/his activities, except insofar as and for as long as necessary for the performance of her/his work in the context of SFI's activities at UNIGE. In any event the Professor will be obliged to return to SFI immediately, without necessitating the need for any request to be made in this regard, any and all such documents and/or correspondence

and/or data carriers and/or copies thereof at termination of this Agreement or on suspension of the Professor from active duty for whatever reason.

**8. Additional Occupation and Non-competition**

Without prejudice and subject to the specific dispositions of UNIGE on subsidiary activities (*activités accessoires*), the Professor is entitled to accept remunerated or time-consuming non-remunerated work activities with or for third parties or to do business for her/his own account as such additional occupation does not prevent her/him from carrying out her/his duties towards UNIGE and affect the Professor's undertakings set forth in this Agreement.

**9. Intellectual Property**

All Intellectual Property developed by the Professor or her/his collaborators are owned and governed in accordance with the specific rules in force at UNIGE. Nothing in this Agreement restricts or in any other way affects the intellectual property rights vested in or owned by UNIGE and/or the Professor and her/his collaborators.

**10. Final Provisions**

- 10.1. Any amendments or additions to this Agreement have to be made in writing.
- 10.2. This Agreement is governed by and construed in accordance with Swiss Law.
- 10.3. Any disputes arising out of or in connection with this Agreement shall be submitted to the courts of Geneva.

Drawn up in triplicate and signed in Geneva, \_\_\_\_\_

**Swiss Finance Institute Stiftung**

**University of Geneva**

\_\_\_\_\_  
Prof. François Degeorge

\_\_\_\_\_  
Prof. (name)

\_\_\_\_\_  
Dr. Alain Krapf

\_\_\_\_\_  
Prof. Yves Flückiger

## **Annex 1:**

### **Description of Knowledge Exchange / Continuing Education Activities**

**(January 2019)**

Activities and their scale and scope as well as their provisions are defined individually by a separate document. Delivery and dates have to be agreed and fixed with the Head of Knowledge Exchange/Continuing Education individually.

Sample of activities:

- **Knowledge Exchange Seminar (KES):**  
Preparation and lecturing of a 2-hour seminar for VIP/senior board members of the banking and finance industry
- **Master Classes (MC):**  
Preparation and lecturing of a Master Class of approx. 4 hours for middle management of the banking and finance industry
- **Practitioner Roundup:**  
Writing of a one-page note
- **Public Discussion Note:**  
Writing a short paper and conducting an event on the same topic
- **Special Industry oriented Projects**