



ALPS User Agreement Company Administrator Role

Federal Social Insurance Office

1 SCOPE OF USER AGREEMENT

ALPS (Applicable Legislation Platform Switzerland) is the name of the portal provided by the Federal Social Insurance Office (FSIO) to enable employers, the self-employed, OASI compensation offices (CO) and the FSIO to enter and process queries and requests concerning insurance affiliation pursuant to Art. 1a para. 1 letters b and c, and para. 3 letter a of the Old-Age and Survivors Insurance Act (OASIA), the social security agreements between Switzerland and EU/EFTA (883/2004, 987/2009), and the 40 or so bilateral treaties that Switzerland has entered into with other states.

The Federal Office of Information Technology (FOITT) manages this centralised computer system.

The present agreement sets out the conditions under which ALPS may be used.

By signing the present document, the “User” (i.e. the person applying for the role of Company Administrator) confirms that he has read and accepts the present binding Terms of Use. By registering with ALPS or using the platform, the User agrees to the Terms of Use and will be available for future audits as responsible person.

By signing the present document, the “Responsible person on company level” confirms that the User is authorised to assume the role of Company Administrator within ALPS for the given implementing bodies.

2 PURPOSE OF USE

The User is granted access to ALPS (Applicable Legislation Platform Switzerland) for the express purpose of:

- handling insurance affiliation-related matters electronically rather than on paper. These include the submission and processing of queries with regard to postings, the declaration of cases where the insured person has two or more jobs, as well as applications for continued insurance cover;
- managing ALPS access (assigning, revoking and changing authorisations) of his co-workers in the company concerned.

Details on how to use ALPS and access authorisation are set out in the Directives [WVP], the Directives [ALPS Directives] and the [User Manual].

3 USE OF ALPS, USER RESPONSIBILITIES

In the interests of compliance with the regulations governing information security and data protection, the User shall undertake:

- not to share with unauthorised third parties the data stored in ALPS, or to disclose or regularly change the access codes. The User shall also pledge to take all reasonable security precautions with regard to the use of ALPS. As soon as it is clear or there is a suspicion that a third party is using the User’s identity to access the platform, or that prohibited use of the platform is taking place, the User shall immediately block access to the platform (by changing the access code);



- to keep his user account for personal use and not to share it with a third party. The User will be held liable for any damage arising from the transfer of data to third parties. The transfer of the user account to another ALPS user is also not permitted;
- to assign ALPS access exclusively to authorised persons (pursuant to [WVP, [ALPS Directives]], and to oblige the latter to comply with the terms of the User Agreement;
- to use ALPS exclusively for its intended purpose as set out in the [WVP] and [ALPS Directives], to comply with both the instructions in the [User Manual] and with all relevant legal provisions. Under no circumstances may ALPS be used for commercial or private purposes.

The User is responsible for:

- the content of the data he enters and for all actions he performs in ALPS.
- communicating the obligations and information set out in the present User Agreement to all other users to whom he has provided authorised ALPS access, in particular those who access ALPS by means of “identity propagation” (federation between ALPS and the implementing body’s portal).

Any use of ALPS that is in breach of the applicable law is prohibited, regardless of whether the infringement relates to Swiss legislation or the legislation of a State where ALPS data can be accessed. The following are strictly prohibited:

- the unauthorised intrusion in sensitive parts of ALPS or other computers or networks (hacking);
- digital espionage;
- repeated attempts to access password-protected areas or services;
- deliberate interference with the functionality of the platform (denial-of-service attack, flooding, nuking);
- the use of non-assigned communication parameters such as IP addresses, computer or user names and passwords.

ALPS may only be used by the User as part of the performance of his duties, as set out in the WVP. Under no circumstances may ALPS be used for commercial or private purposes.

4 CHANGES IN OR TERMINATION OF USE

In the event of a change in or termination of use (e.g. departure from company), the User shall permit another company administrator, or a CO administrator, or the FSIO to amend or delete all of his authorisations pertaining to the use of ALPS. The User shall undertake to transfer these conditions to those users which he has authorised.

The FOITT and the FSIO reserve the right to make changes to the terms of use or terminate all authorisations to use ALPS without notice and at any time, in particular if they suspect an infringement of the present User Agreement.

5 FURTHER PROVISIONS

In order to maintain IT security and data protection, as well as ensure a high-quality service, the FOITT may record network traffic and stores this data for a maximum of 6 months. If technical problems occur or it is suspected that the terms of the User Agreement have been violated or a crime has been committed, an analysis of the recorded traffic data relating to a particular person may be carried out and this information may be passed on to other federal agencies or the prosecution authorities. The user concerned may subsequently be held to account.

The User expressly accepts that any use of ALPS is at his own risk. The User shall assume sole responsibility for any damage (e.g. loss of data) that may arise from the use of ALPS. The User shall be liable for all attributable damage and consequential damage incurred by the FSIO as the result of authorised or unauthorised use of the access data.



Neither the FSIO nor the FOITT shall be liable for the exploitability, accuracy, material defects and defects in title of the information accessible in ALPS, or for the suitability of this content for a given purpose. They make no guarantee that ALPS satisfies the requirements of its users or that ALPS will be provided correctly, lawfully, without interruption, in good time, securely or free from defects, or that any errors will be corrected.

Both the FOITT and the FSIO strive to ensure a high level of service quality and availability with regard to ALPS. However, the absolutely fault-free availability of the service or uninterrupted access to the platform cannot be guaranteed. Planned interruptions or restrictions to the service due to maintenance work will take place as far as possible outside of normal opening times/hours. Nonetheless, interruptions in exceptional circumstances may arise during normal business hours.

6 LIABILITY DISCLAIMER

The User expressly accepts that any use of ALPS is at his own risk.

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7 VENUE, APPLICABLE LAW

Only Swiss law will apply. The exclusive place of jurisdiction is Bern.

8 REFERENCES

SGA	Directives on the security of shared applications (SGA) used in relation to OAS/IV/LEC/EL/FamZLw/FamZ; http://www.bsv.admin.ch/vollzug/documents/index/category:190
WVP	WVP: Directives on OAS/IV insurance affiliation; http://www.bsv.admin.ch/vollzug/documents/index/category:22/
ALPS directives	ALPS-specific directives within the WVP
User manual	ALPS User Manual; <i>Provided within the system, and in four languages.</i>



10 REQUIRED INFORMATION FOR ALPS ACCESS, SIGNATURES

Name of company which uses ALPS to process insurance affiliation-related issues	Company name: _____ Street name/no.: _____ Post code/town: _____
Responsible person on company level	Surname: _____ First name: _____ Tel.: _____ Email: _____
User identification (Company administrator)	Surname: _____ First name: _____ Tel.: _____ Email: _____ ALPS login: _____
Name of the user company (only for trustees)	Company name: _____ Street name/no.: _____ Post code/town: _____
Required role authorisations	Request to grant ALPS Company Administrator authorisation for the following payroll numbers: Payroll no.: _____ Payroll no.: _____ Payroll no.: _____ Payroll no.: _____ Payroll no.: _____ Payroll no.: _____ Payroll no.: _____

We, the undersigned, hereby accept the terms of the present ALPS user agreement.

“The responsible person on company level”

Place and date: _____

“The User”

Place and date: _____

Signature

Signature



Schweizerische Eidgenossenschaft
Confédération suisse
Confederazione Svizzera
Confederaziun svizra

The above form should be sent, duly signed by the User and the Company Executive, either by post or by email to the compensation office concerned.

All queries should be addressed to the competent OASI compensation office. Should any problems occur, please contact the designated ALPS team within the FSIO:

Federal Social Insurance Office
International Affairs Secretariat
ALPS SUPPORT
Effingerstrasse 20
3003 Bern
Tel: +41 58 460 83 11
Email: alps@bsv.admin.ch