



Code of Conduct

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1 Purpose and Scope

IT systems are pervading public and private information processes. Hence, IT and the quality of IT systems are critical for the performance of basic services such as government or business administration, communication, energy, transportation infrastructure, provision of food, health and social services.

It is the firm conviction of the FSIE that these qualities are directly depending on the personal skills and moral integrity *of the human beings* creating and maintaining IT systems and applications as well as embedding the same into the automated business and other real-world processes: **The IT Professionals.**

This Code of Conduct is designed to preserve and promote the common interest and social recognition of the IT profession, the professional ethics as well as the proper behaviour of IT Professionals towards colleagues, customers, third parties and the society.

Due compliance with this Code of Conduct is therefore compelling for every member of the FSIE and in particular every holder of the IT Expert FSIE Certificate:

The IT Expert FSIE.

The "FSIE Code of Conduct – Procedural Rules" attached hereto define the procedure for the implementation, application and enforcement of the Code of Conduct.

Binding rules of Swiss federal and cantonal laws have precedence over this Code of Conduct. Agreements, regulations or policies of companies or customers have precedence over this Code of Conduct to the extent they are more detailed and demanding.

Male or female terms in this document mean any gender; "FSIE" is gender neutral.

FSIE is aware that this Code of Conduct cannot offer an appropriate solution for any and all practical problems encountered in the professional activity of any FSIE member or IT Expert FSIE.

FSIE does not accept any warranty or liability for any errors or omissions in this Code of Conduct, its interpretation and application as well as for the behaviour of any FSIE member or IT Expert FSIE.

2 Definitions

“IT Expert FSIE” - is a title which may be used exclusively by experienced IT professionals having acquired the IT Expert Certificate issued by FSIE.

“IT Artefact” - is an object designed, made or shaped by human activity that *includes an executing computer program* or documents its behaviour or design (including the source code and written documentation). If an IT Artefact is a self-learning system, a self-modifying system, a system that produces other IT systems in a fully or semi-automated way, then the originating IT Artefact is considered to encompass all these follow-ups.

“IT Employer” - is the employer, superior, supervisor, principal, customer or contractor of an IT Expert FSIE.

“IT Employee” - is an employee, subordinate, auxiliary, agent or sub-contractor of an IT Expert FSIE.

“IT User” - is the person or organization, which owns, operates or uses an IT Artefact, especially when the latter is developed and created by, or with contribution of, an IT Expert FSIE according to the order and instruction issued by his IT Employer.

“IT Project” – is the undertaking for the design, development, creation, adaptation or alteration, testing, rolling-out and maintenance of an IT Artefact by or with the contribution including advice, consulting and evaluation of an IT Expert FSIE.

“IT Contractor” - is a bidder, tenderer, vendor or supplier for hardware or software or the provider of services for the realization of an IT Project.

“Project Sponsor” – is the employer, principal, buyer or customer of the IT Contractor/s contributing to the realization of the IT Project.

“Sociotechnical System” is an organized set of people and associated technologies that are structured in a specific way and within a specific environment to produce a specific result.

3 Professional Conduct and Behaviour

Art. 1 Extend Knowledge

- 1 IT Experts FSIE are obliged to continuing professional education. Compliance with this duty is regulated in the Education Charter of the FSIE.
- 2 IT Experts FSIE support the activities and committees of the FSIE. It is desirable that they join FSIE and publicly declare their membership in the FSIE.
- 3 IT Experts FSIE shall endeavour to expand the profession's and public knowledge and understanding of the information technology and its socio-technical effects.
- 4 IT Expert FSIE shall refrain from any actions or omissions and in general from any conduct which may degrade the credit and reputation of the IT profession.
- 5 In the event of an alleged or proven breach of this Code of Conduct, the IT Expert FSIE shall contribute to an amicable settlement by compromise and in absence of such compromise agrees that the situation shall be treated and settled in accordance with the rules of the "FSIE Code of Conduct – Procedural Rules".

Art. 2 Act Loyal

- 1 The IT Expert FSIE recognizes, respects and esteems the person and the work of other IT professionals. He refrains from judging others' professional work, unless explicitly ordered to audit, inspect or review an IT Artefact or an IT Project. Also in such event he will not compromise others.
- 2 An IT Expert FSIE gives credit for work done by others where credit is due.
- 3 An IT Expert FSIE accepts constructive criticism or proposals from professional colleagues with the aim to improve the quality of his work and services.
- 4 IT Experts FSIE keep their professional colleagues informed of recent advances in the IT technology or regulations relevant for their particular tasks, e.g. by circulating documents or arranging discussion meetings.
- 5 An IT Expert FSIE delegating work to others or asking for consultancy provides the other IT professional with all documentation relevant to the case.
- 6 An IT Expert FSIE does not attempt to take-over an order already assigned to another IT professional. The initiative to eventually exchange an IT professional is reserved solely to the Project Sponsor.

- 7 IT Experts FSIE are prepared to act as substitute for planned or unplanned absences of professional colleagues. When the colleague returns, the IT Expert FSIE reports on all actions done and hands over the relevant documentation.
- 8 IT Experts FSIE retained by a professional colleague as expert, advisor, auditor, consultant, sub-contractor or auxiliary shall bill their professional colleague at the usual rates and fees of the profession.

Art. 3 Be Responsible and Respectful to Employees

- 1 In his relations to IT Employees the IT Expert FSIE in the capacity as IT Employer shall act with responsibility and respect.
- 2 IT Experts FSIE shall treat IT Employees in a non-discriminatory way, especially in respect to gender and sexual orientation, ethnic origin, political, ideological or religious or political convictions, age or physical, mental or psychological disabilities.
- 3 IT Experts FSIE respect the privacy of IT Employees and shall not, unless explicitly authorized by statutory rules or employment regulations made known to the IT Employee concerned encroach upon their private information and communication.
- 4 Advanced and continuing professional education of IT employees is promoted and sponsored by the IT Expert FSIE acting as employer, manager, supervisor or coordinator.
- 5 IT Employees are informed by the IT Expert FSIE about this Code of Conduct and the obligation to act according to it. These IT Employees are encouraged to become professional members of the FSIE and/or acquire the IT Experts FSIE Certificate.

4 Professional Ethics

Art. 4 Respect for Society and Environment

- 1 In the performance of their work and services IT Experts FSIE undertake to make best use of the information technology for human welfare, advancement of the social system and for the protection of the environment.

- 2 IT Experts FSIE working for non-IT professionals as IT Users must apply their best endeavours to cooperate with and advise and consult the IT User concerned about the Sociotechnical System (processes) in which the new, updated or improved IT Artefact will be embedded - or from which an existing IT Artefact will be removed - and contribute to the description of these processes according to the prevailing professional standards. This procedure is known as the "Sociotechnical Analysis".
- 3 Upon completion of the Sociotechnical Analysis the IT Expert FSIE shall carry out, or contribute to the "**Sociotechnical Impact Assessment**" carried out by the IT User, which shall consist, without limitation, of identifying
 - affected *stakeholders* and considering their interests;
 - recognized leaks or conflicts for the *safety, security* and/or *confidentiality* of information;
 - requirements for *data protection and data privacy* by design and default;
 - *risks for the health and safety* of people, property or the environment;
 - potential *conflicts with statutory duties*, in particular deriving from the legislation on contracts, civil and penal liability, data protection and data security, competition and cartel law as well as intellectual property.
- 4 The evaluation of the effects resulting from the processing of personal data is an essential part of the Sociotechnical Impact Assessment: Whenever the design, development, production and operation of an IT Artefact shall involve the processing of personal data IT Experts FSIE shall at first arrange for a privacy impact assessment and shall verify that personal data may be collected, stored, processed, used, adapted, combined, communicated or deleted only to the extent required or permitted to achieve a legitimate purpose, or with the verifiable consent of the data subject concerned. In their work IT Experts FSIE shall make proper use of the design and functions of the IT Artefact for protection of personal data. Care shall be taken for adequate information of data subjects on the website of the IT User or as part of his contract term and conditions. IT Experts FSIE shall also procure for granting the right of access, rectification or erasure to the data subject, provide measures against unauthorized processing, destruction, alteration, access, use or copying of data, including notification of a data breach altogether as further defined in the national and international legislation on data protection and data security.
- 5 Based on the results of the Sociotechnical Impact Analysis the IT Expert FSIE, taking into account the above criteria, shall cooperate and consult with, and he shall advise and propose to the IT User to carry out amendments or take corrective actions including the possible recommendation of not developing, producing or for changing or phasing-out an IT Artefact.

- 6 IT Experts FSIE working in collaboration with or under direction and control of another IT professional should ask the latter for the submission and disclosure of the existing Sociotechnical Impact Analysis for review and verification. In case of unavailability of the analysis, he should inform and advise the IT User about the situation and recommend taking measures for improving compliance.

5 Performance of IT Work and Services

Art. 5 Work Professionally

- 1 IT Experts FSIE shall take an even, objective, informed and knowledgeable stance on their professional activities, reflecting concurrently their personal enthusiasm and engagement in their profession.
- 2 Prior to the conduct of any professional activity IT Experts FSIE shall inform the IT User whether or not their work is done free of charge, as a courtesy or a promotion, or for remuneration at terms and rates to be disclosed and agreed.
- 3 When designing, developing, deploying, promoting, or evaluating an IT Artefact the IT Experts FSIE shall on their own initiative inform the IT User or related third parties fully, clearly and truly as possible about the IT Artefact and / or its foreseeable effects, or about the Sociotechnical Systems in which the IT Artefact is embedded.
- 4 An IT Expert FSIE who uses or applies an IT Artefact is responsible for such use, as well as for not making use of a particular IT Artefact.
- 5 The IT Expert FSIE shall inform and consult with the IT User about his intention to make use of personally developed, acquired and owned media, tools or devices (hardware or software) in the performance of work or services, "**Bring Your Own Device**". He has to demonstrate to be duly authorized and licensed to make use of such means, including their adaptation and incorporation in the IT Artefact, and he will duly comply with the instructions issued by the IT User in respect to such means. Unless otherwise agreed, no separate compensation will be due for the use of such tools or devices.
- 6 IT Experts FSIE shall perform work and services in due, faithful and diligent compliance with the order and instructions issued by the IT User or the Project Sponsor or their duly authorized agent or representative.

- 7 In case any order or instruction issued by the IT User for the performance of work or services shall in the reasonable opinion of the IT Expert FSIE not comply with generally accepted IT standards or prevailing laws or regulations, may create a technical or security risk, or an ethical, political or social problem, the IT Expert FSIE shall advise the IT User thereof and propose an alteration or adaptation.

Art. 6 Due Care and Diligence

- 1 IT Experts FSIE shall apply due care and diligence for becoming aware of the principal statutory regulations, policies and standards relevant in the context of the order for work or services accepted, and they will act accordingly; they will keep up to date with developments in statutory regulation, policies and standards; in the event of any ambiguity they will seek, or they will recommend to the IT User to seek, the advise of a professional legal advisor.
- 2 IT Experts FSIE shall accept an order for IT work or services upon reasonable assurance on the availability of sufficient personal knowledge, skills and experience in respect thereto; suspected inadequacies or insufficiencies shall at their earliest convenience be disclosed to and discussed with the IT User.
- 3 IT Experts FSIE should be able to recognize when additional (specialized) expertise and information for a particular task is required; they shall then inform the IT User on their own initiative when according to their opinion there is lack of the required experience for the particular task. In such case the IT Expert FSIE shall be prepared to carry out the work in cooperation, under supervision and with the support of an experienced colleague.
- 4 The IT Expert FSIE charged with and having accepted the overall responsibility for an IT Project may delegate certain parts of work and services to colleagues, subcontractors or auxiliaries but shall preserve the overall responsibility for supervision and control of the work or services performed.

Art. 7 Strive for Quality

- 1 It is the foremost duty of the IT Expert FSIE to produce high-quality IT Artefacts. In this context "high-quality" means compliance with generally accepted principles in respect of IT Artefacts like privacy by design and privacy by default, being correct (error-free), consistent, complete, usable and understandable as reasonably feasible according to the prevailing state-of-the-art.

- 2 IT Experts FSIE shall take care that quality requirements can be demonstrated by an appropriate measurement system, including benchmarking.
- 3 The behaviour, work and services of the IT Expert FSIE shall contribute to the quality of the IT Artefacts and to the functions of the Sociotechnical System.
- 4 Should an IT Expert FSIE become aware of IT Artefacts not meeting the requirements set out above, and in particular of those which may have a negative impact on the Sociotechnical System they are embedded in, the IT Expert FSIE shall upon prior information and consultation and in accordance with the advice or instruction issued by the IT User correct and improve the non-compliant IT Artefact or remove it from operation.

Art. 8 Preserve Confidentiality

- 1 IT Experts FSIE are obliged to preserve the confidentiality of internal data and information, including know-how, inventions, ideas and concepts, trade and business secrets owned by or available to the IT User, including also trade and business secrets of the customers, suppliers and business partners of the IT User.
- 2 In the performance of their work and services IT Experts FSIE shall not actively and deliberately seek, make use of or get access to data or communication of other persons or organizations beyond the scope of their legitimate professional duty.
- 3 In addition IT Experts FSIE shall inform at their own initiative the IT User about any know-how, invention, data, ideas or concepts made available, developed or acquired in the performance of work or services for a former IT Employer, including their customers or business partners, in respect to which such former IT Employer may claim industrial property rights, the observance of secrecy obligations or duties of non-competition.

Art. 9 Avoid Conflicts of Interest

- 1 IT Experts FSIE shall voluntarily and unsolicitedly inform the IT User in writing of any existing obligations or commitments to third parties, such as former IT Employers, or to public bodies, including without limitation secrecy obligations, contractual limitation of competition, transfer or use of intellectual property rights which may create a conflict of interest and restriction when performing work or services for the IT User.

- 2 IT Experts FSIE shall inform at their own initiative the IT User about any interest in the products or services offered by a supplier or provider which may prejudice, by creating a potential conflict of interest, the objectivity of the decision or recommendation issued on the award given to a producer, tendering supplier or provider of services.
- 3 IT Experts FSIE shall refrain and decline from receiving unsolicited ideas, inventions, concepts, know-how technical data or documents from third parties outside the area of their IT Employer, except when such ideas, data or documents are explicitly and unambiguously declared to be free of any obligation of confidence and belong to the public domain. In particular IT Experts FSIE shall never induce third parties to make such disclosure or transfer of internal technical data, information or know-how.
- 4 In the performance of work and services the IT Experts FSIE shall not make use of an IT Artefact or of data or documents (such as offers, concepts, proposals) received from third parties unless explicitly authorized in writing by the third party concerned or upon written clearance by the legal advisor of the IT User.

Art. 10 Preserve Intellectual Property

- 1 In the performance of work or services for an IT Artefact, the IT Expert FSIE shall apply due care for the observation and protection of the data, know-how, concepts ideas and inventions and of the intellectual property rights of his IT Employer and/or the IT User.
- 2 IT Experts FSIE may not decode, analyse, enhance, alter, amend, develop or re-engineer IT Artefacts owned and licensed by third parties except upon due observation of the limits established by the applicable laws, license terms and conditions or upon explicit consent of the owner of the IT Artefact and in the event of any ambiguity upon the prior consultation with and explicit authorization by the legal advisor of the IT Employer or the IT User.
- 3 When accepting an order for the development of an IT Artefact the IT Expert FSIE shall discuss the situation with his IT Employer or the IT User and agree on the allocation of the industrial property rights, the copyright and the use of the know-how relating to or deriving from the work created.
- 4 An IT Expert FSIE shall at his own initiative promptly and unsolicited provide information in writing to his IT Employer about any know-how, data, ideas or concepts, design, inventions, copyright possibly developed, created or produced in the performance of his work and services. He will in good faith discuss and agree on the allocation and use of such results and will apply his best en-

deavours to support the IT Employer in the acquisition and registration of intellectual property rights.

6 IT Projects

Art. 11 Create a Solid Realisation Basis

- 1 When acting as manager or participating in an IT Project the IT Expert FSIE shall establish, or he shall advice and assist the Project Sponsor to establish, a **Realization and Time Plan** (the "RTP") defining the situation at the starting position, the purpose and scope of the IT Project, its realization phases, quality standards and measurements, the acceptance test procedure, the potential risks, the contributions of all related parties as well as the price of the IT Artefact, or the approved cost cap respectively, and/or the estimated cost of work and services, their terms and rates and the settlement procedure.
- 2 For his own contributions to an IT Project the IT Expert FSIE shall submit realistic cost and time estimates according to current professional standards and shall transparently report, based on customary time sheets and vouchers, the work performed, and he shall accordingly invoice the Project Sponsor.
- 3 IT Experts FSIE managing an IT Project or participating in the control thereof shall take care for calling regular progress meetings, assembling all parties contributing to the project phase concerned, shall see to the establishment and distribution of written minutes, the delivery of written progress reports by the parties concerned and in general shall arrange production of detailed written documentation on the progress of the IT Project.

Art. 12 Take Measures for IT Project Deviation

- 1 IT Experts FSIE shall promptly and on their own initiative inform, and they shall request any other IT professionals participating in the IT Project to inform, the Project Sponsor in writing or in the framework of a progress meeting, about any faults, delays or deviations from the RTP occurred during the course of the IT Project as well as any incurred or anticipated increase of budgeted realization cost.

- 2 IT Experts FSIE shall apply their best endeavours to contribute to all actions aimed at the correction or mitigation of the effects of a delayed or improper realization of the IT Project, at their own cost for the correction or remedy of their own default and at reasonable compensation for mitigating the effects of improper performance by any of the other parties participating in the IT Project.
- 3 IT Experts FSIE are obliged to provide or to procure written and documented information evidencing their work and services performed for the realization of the IT Project to the duly authorized requestor (e.g. representatives of the Project Sponsor or member of the project control team). The documentation shall be sufficiently clear and detailed to enable other IT professionals having equivalent qualification to take over the development, implementation and support of the IT Artefact in the event of the withdrawal, for any reason, of the IT Expert FSIE from the IT Project.
4. In the event of a complaint by the Project Sponsor or other parties contributing to the IT Project, or by any affected third party, in respect to his contribution to the IT Project the IT Expert FSIE shall first endeavour to achieve an amicable settlement by compromise. If not successful, the IT Expert FSIE will direct the complaining party to the office of the FSIE, where the complaint can formally be submitted and be treated according to the FSIE complaint procedure.

Art. 13 Be Transparent

- 1 The IT Expert FSIE shall inform the Project Sponsor about any delayed or improper performance of the contributions due for the IT Project and submit suggestion or proposals for remediable actions or corrections; he shall also support at its best endeavours the Project Sponsor in the performance of such remedies.
- 2 The IT Expert FSIE shall inform the Project Sponsor about the application and implementation of used devices providing data on the origin, specifications, the manufacturer's second user policy and the warranty terms of the supplier in respect to such items.
- 3 The IT Expert FSIE shall also inform the Project Sponsor about any license to be procured from a third party for the integration of data or software in the IT Artefact, providing data about the owner of the license and the terms and conditions to make use of the licensed data or software for the long-term continued and undisturbed operation of the IT Artefact.

Art. 14 Declare Dependence

- 1 IT Experts FSIE shall inform, or shall advise the Project Sponsor to inform, the IT Contractors that, unless explicitly declared and accepted to the contrary in writing, their bids, proposals, presentations and discussions submitted within or outside of the framework of a formal or informal tendering procedure or a request for proposal (RFP), may be freely used, without restriction or any consequential costs, even if the IT Project is independently pursued by the Project Sponsor without any order to the IT Contractor.
- 2 In his relations to the owners, officers, representatives, employees or agents of a third party, including in particular the IT Contractors, the IT Expert FSIE shall refrain and abstain from accepting or receiving, and a fortiori also from inducing or promising to make or receive any gratuity, benefit, bonus, payment or grant in respect to products or services which may be offered or supplied by such third party to the IT Employer or the IT User, except to the extent the accepting or making such benefits is explicitly authorized as socially tolerated by statutory regulation or by written rules issued by the IT Contractor or third party concerned, or by authorization written by the competent manager or the legal advisor of the IT Employer or the IT User.
- 3 The IT Experts FSIE shall also refrain from enticing officers, employees, auxiliaries, agents, consultants or advisors of third parties, in particular customers or business partners of the IT User to disclose proprietary information or knowhow or to terminate or breach existing contract relations in order to enter into an employment contract or a consulting agreement with the IT User.

7 Implementation and Enforcement

By signing the Code of Conduct, the IT Expert FSIE agrees to the procedure defined in "Code of Conduct – Procedural Rules" and accepts the decisions of the FSIE's Professional Council.

In case of any ambiguity in respect to the interpretation and application of this Code of Conduct, or its conflict with other statutory or contractual duties, rules or standards, the IT Expert FSIE shall contact and seek the advice of the FSIE office.

The general assembly of FSIE accepted this Code of Conduct at March 9, 2018.

It enters into effect immediately. It may from time to time be adapted by the general assembly of FSIE to recognized new statutory regulations, standards, policies or developments in the IT industry.