ROMA EDUCATION FUND (REF)
c/o-Dr. Suzanne Wettenschwiler
Baarerstrasse 12, CH 6300 ZUG, Switzerland

CONTRACT FOR RECEIPT OF REF FUNDING

Grant Recipient: **Project Code:**

I. This contract constitutes an agreement between the Roma Education Fund, hereinafter referred to as REF and……, hereinafter referred to as the Recipient, in support of the Project …….hereinafter referred to as the Project.

II. Contact information for the Recipient is as follows:
…….
Address:
Phone, Fax:
E-mail:
Responsible Person:
Project Name:

III. The purpose of the Project is ……..

The Project has the following specific objectives:
(a) to develop the program of functional basic adult education (……);
(b) to build capacity for integration of Roma in functional basic education system;
(c) to implement the ……. program for Roma
(d) to ensure the sustainability of the piloted model, initiate future legislation and financial commitments of the Republic ……based on the experience from the project, and to disseminate the results.

The REF will undertake to disseminate the results of this project, including any analysis and/or data generated by the project, across the Decade of Roma Inclusion countries and other government or international agencies and institutions concerned with the education of Roma children and youth, both within the public education systems and civil society.

IV. The REF undertakes to provide a grant in support of the Project during the period and for the amounts specified as follows: ……

Grant Period: From ……..to …….

Grant amount: 000.000,00 EURO

The grant will be transferred in the following installments:

Date	Amount in EURO
January 10th 2006	00.000,00
March 1st 2006	00.000,00

V. The Recipient will open a special account in the name of the Project and inform REF of the names and addresses of those designated to operate this account. No changes in the signatories of the Special Account should be made without the consent of REF.

The Special Account will be maintained in the following bank:

Bank account number	
Swift code	
Bank address and name	
Account holder	
Account name	

VI. In consideration for the grant described above the RECIPIENT agrees to the following articles and provisions:

1. **The term of the grant shall be for …. months, commencing on…….., 2005 and finishing ……2006.**

2. **The maximum amount of the grant shall be …….(…….) EURO.**

3. **The grant shall be used according to the approved Project proposal, budget and Implementation Plan 2 attached hereto.**

4. **The RECIPIENT will procure all materials and services under the Project in accordance with the applicable national procurement guidelines for the respective category and shall seek competitive tenders from potential contractors and award the contract to the most economically advantageous bid, in other words the bid offering the best price/quality ratio; in doing so he shall observe the principles of transparency and equal treatment of potential contractors and shall take care to avoid any conflict of interests.**

5. **The RECIPIENT shall participate at all trainings and conferences organized or invited by REF, in the field of the Project.**

6. **RECIPIENT shall provide data on the Project and participate in research organized by the REF. The RECIPIENT and all participating partners shall be available for interviews on the project.**

7. **If REF determines that the RECIPIENT is in violation of any of the provisions of this agreement including adequate and general progress under the provisions of article 3 above, then REF shall, at its sole discretion, have the right to terminate this agreement and shall be entitled to a reimbursement of any or all funds paid to RECIPIENT under this agreement.**

8. **Transfers between budget categories by RECIPIENT shall be permitted without prior approval from REF if they do not exceed 10 percent of the "Transferred From" category and also do not exceed 10 percent of the "Transferred To" category. Transfers exceeding this limit shall only be permitted if prior written approval has been received by RECIPIENT from REF.**

9. **The RECIPIENT shall be fully responsible, liable and accountable for all sums received under this grant. This provision shall not be interpreted as limiting the liability of any parent or affiliated organization.**

10. **As this contract provides for more than one installment payment, no later than thirty (30) days prior to the disbursement of any installment payment following the first installment, the RECIPIENT shall submit to REF a written progress report including a narrative report detailing progress made in achieving the Project's goals, and an interim financial report accounting for expenditures to date, including expenditures made on behalf of the Project. The interim financial report should follow the structure of the budget that is in the approved Project proposal referred to above. Expenses incurred in local currency under the grant shall be translated into EURO for reporting purposes to REF using historic or average foreign exchange rates calculated for the term of the grant. Such a report should also include a statement of the grants received from other sources of funding that qualify as matching support towards the sum stipulated by article 2 above. No installment shall be disbursed until the reports are received by REF. REF reserves the right to withhold payment of any installment if the narrative report or the interim financial report indicates that the RECIPIENT is not in compliance with the terms of the Project.**

11. **Within thirty (30) days of the termination of the grant period as described in Paragraph 1 above, or after the completion of grant activities, whichever comes first, the RECIPIENT shall submit to REF a final report. The final report should contain a final narrative report on the Recipient's accomplishments with regards to the goals and objectives of the Project, and a copy of each item of written, audio or video material, produced as part of the Project described above in Section III of this contract and the attachments referred to in article 3 above. The final report should also contain a final financial report accounting for expenditures for the entire Project, including expenditures made on behalf of the Project. The final financial report should follow the structure of the budget referred to above. Expenses incurred in local currency under the grant shall be translated into EURO for reporting purposes to REF using historic or average foreign exchange rates**

calculated for the term of the grant. If the final report is not received within the thirty (30) day period, RECIPIENT may, at REF's sole discretion, be required to repay to REF those parts of the total grant that are not covered by reports and may, at the sole discretion of REF, be ineligible to receive another REF grant.

12. The RECIPIENT shall maintain original receipts and invoices for all matters pertaining to this grant, and shall keep these available for inspection or audit by REF or its designee for five years following the termination date of the grant. REF, at its sole discretion, may perform its own audit of Recipient's records at any time during the Grant Period. RECIPIENT shall, if requested by REF, have an independent audit performed on the entire organization at the expense of REF. Such an audit shall include, and shall so indicate in the audit report, the REF portion of Recipient's operations. Furthermore REF, at its sole discretion may request RECIPIENT to submit a transaction-detail report supporting actual expenses reported in the interim and final financial reports referred to in Articles 9, 10 and 11 above as well as supporting documentation of any items listed in the transaction-detail report.

13. In addition to the above reporting requirements the Recipient agrees to undertake quarterly (3-monthly) reporting on Project deliverables in a simple format as agreed with REF. The Recipient will also provide annual audited accounts to REF.

14. In addition to the support provided under this grant contract to the RECIPIENT, REF may, at its sole discretion, provide further support to the RECIPIENT by committing its own resources to disseminating the products and materials („the works") created during the execution of this Grant. To that effect, REF is hereby granted a non-exclusive irrevocable world-wide license for the use of the works, under which license REF shall have the right to publish, produce, reproduce, republish and create a version of the works or any part thereof, to include the right to electronically publish (on the Internet) the works or any part thereof, in all languages throughout the world. REF shall possess the license for the full term of the copyright, in all countries of the world. The right to reproduce includes the use of all means, in all forms, including audio - and visual recordings and computer or electronic media. The present license furthermore provides REF with the right to further sub-license the production and publication to third parties. This License shall be limited to non-profit use, i.e. REF may not benefit monetarily from the use of the works. This limitation is also extended to the sublicenses, if any.

15. RECIPIENT shall inform REF about any public events scheduled within the framework of this project at least 2 months in advance, or at the time of scheduling if less than 2months prior to the event.

16. Any unspent funds from the grant shall be returned by RECIPIENT to REF within thirty (30) days of the end of the grant period as defined in Paragraph 1 above. These funds shall be returned by wire transfer to the following bank account:

i. **Account name: Roma Education Fund**
ii. **Bank: Raiffeisenbank Rt., Akademia utca 6, Budapest, H-1054 Hungary**
iii. **SWIFT code: UBRT HU HB**
iv. **IBAN: HU 8012 0010 0800 1186 3700 2000 00 EUR**

17. **RECIPIENT shall be responsible for all salary, social security, legal, and taxation matters related to the execution of the Project and expenditure of the grant.**

18. **REF support will be acknowledged in all appropriate literature and advertisements related to the Project, and other venues where sponsor contributions are mentioned. It shall be done by citing "ROMA EDUCATION FUND". Any other use of REF name shall not be made without express written approval from REF. Any communication or publication by the RECIPIENT, in any form and medium, shall indicate that sole responsibility lies with the author and that REF is not responsible for any use that may be made of the information contained therein.**

19. **The RECIPIENT authorizes REF to publish the following information in any form and medium, including via the Internet: (a) the RECIPIENT's name and the address, (b) the subject and purpose of the grant, (c) the amount granted and the proportion of the project's total cost covered by the REF funding.**

20. **RECIPIENT has no authority to act as an agent of REF, and RECIPIENT shall not enter into any contract on behalf of REF, or bind REF in any way without express written authority from REF. RECIPIENT shall hold REF harmless from any damage or injury of any kind resulting from or caused by any act or omission of RECIPIENT.**

21. **This agreement shall be interpreted in accordance with the laws of Zug, Switzerland, and any legal proceeding arising out of this agreement shall be brought in the courts of Zug, Switzerland.**

22. **This agreement represents the final and complete understanding of the parties related to the Project and any prior agreements or understandings inconsistent with the terms of this agreement are null and void.**

The parties below, intending to be legally bound, do hereby agree to the above stated terms:

_____	_____
Authorized Signatory	**Date**
_____	_____
Authorized Signatory **Alexandre Marc** **REF**	**Date**