Form 16

CONTRACT FOR ALLOCATION OF FUNDS

concluded between:

(NAME OF FINANCIAL SUPPORT PROVIDER

and non-governmental organization:

NAME OF NON-GOVERNMENTAL ORGANIZATION, ADDRESS, PERSON AUTHORIZED, ETC.

NAME OF THE PROJECT / PROGRAM:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TERMS OF THE CONTRACT

Article 1

Name of project / program:

Reference / contract number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The total contract value in Euro: \_\_\_\_\_\_\_\_ (in words:)

Project implementation period is \_\_\_\_\_ months from the date when the contract entred into force.

Budget line: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Article 2

Funds from Article 1 of the contract can only be used for implementation of the project, in accordance with the terms of public call and a final project description and budget form, which are considered as an integral part of this contract.

Article 3

Funds from Article 1 shall be paid to the beneficiary's bank account: IBAN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Article 4

In order to control the proper use of resources the recipient is obliged to submit a report to the provider of financial support for the implementation of the project that should include:

* 1. The narrative report (which should be submitted in hard copy, by mail, and / or in electronic form via e-mail or by mail on a CD, DVD or USB, or another electronic form upon request)
	2. Financial report (which should be submitted in hard copy via mail, and / or in electronic form via e-mail or by mail on a CD, DVD or USB or other form upon request) with detailed documentation of all costs and annexes:

a) For payments made by bank transactions: copies of invoices, the beneficiary name and relevant bank accounts

b) payments in cash: copies of invoices, the beneficiary name, copies of payment receipts from the cashier. encashment reports.

c) other documents: other documents related to trips, agendas, and similar ones to be attaches with accompanying files, documents on which payments are made (contracts, agreements) and similar ones.

1. Other annexes regarding the implementation of the project, evidence of implementation of project activities including (List of participants, evaluation sheets, photos from events, publication copies, etc.).
2. The beneficiary must submit quarterly / interim / annual / final report for the implementation within a period of: day / month / months after the end of the reporting period. Reports must be submitted to the funder according to the given forms.

Article 5

1. The provider of financial support reserves the right for monitoring and evaluation of project execution, including finance and expenditure review continuously at any time during the project and for a period from\_\_\_\_\_\_ years after the end of the project.
2. The provider of financial support can do a directly check the above-mentioned contract through a study visit to the beneficiary premises and if such a case, it will notify the beneficiary at least seven days prior to such control.

Article 6

The provider of financial support has the right, for the purpose of supervising the use of funds as intended by Article 1 of the contract, to contact directly all legal and natural persons who are paid from the funds of the project, according to the documents reported by the beneficiary of the public financial support.

Article 7

1. The beneficiary commits to inform the provider of financial support on time for small and big changes in the contract.
	1. Minor changes in the contract that do not require changing the contract through annexes could be:
2. Changes in the budget between budget chapters less than 10%
3. Replacement of a project team member
4. Change of bank accounts to project members
5. Change of address or other data to project members
6. Minor changes in projects that do not affect the purpose and objectives (eg. small changes in timing of activities)
	1. Biggest changes require amendment of the contract through an annex and to be signed by the provider and the recipient of financial support. Biggest changes in the contract can be:
7. Changes in the budget between budget chapters more than 10%
8. Extending the time of implementation of the project (maximum 6 months)
9. Adding new activities within the project
10. Change the activities that significantly affect the project scope and objectives.
11. The provider of financial support decides in evry case whether to accept contract ammenments or not, and whether it constitutes a small or large change of the contract.

Article 8

1. The beneficiary may require changes to contract at least 30 days before the end of the project. Any change in the contractual obligations must be requested and approved in writing. The contract can not be amended or supplemented if the purpose or effect of the change violates competition or equal treatment according to the public call.
2. The beneficiary may not require amending the provisions of the contract after the end of the implementation period of the project, as envisaged in Article 1.
3. The provider of public financial support has the right to not approve the granting of a portion of the funds and the extension of project implementation period if it changes the content and nature of the project, or if the request has no basis and reasons for objective change of the contract or extension of the project implementation period.
4. The decision to approve or not approve the request to change the contract or extend the project implementation period should be made within 30 days from the date of beneficiary's request.

Article 9

If the provider of financial support stipulates that the recipient is not using the funds of financial support appropriately to implement the project under the terms of Article 1 and 2 of this contract and other the terms of this contract, or has failed to implement the project within the contracted period, if it did not submit appropriate reports on time and the proper content specified in Article 4 of the contract, or did not allow the provider of support financial to supervise the use of funds according to Article 5 and 6 of the contract, further payments will suspended, and the beneficiary is obliged to return the funds spent inappropriately and unspent funds within 30 days of receipt of written notice for reimbursement by the provider of financial support.

Article 10

If the provider of financial support stipulates that the recipient has not fulfilled its contractual obligations, it shall be denied the right to obtain financial support for the next two years.

Article 11

1. The beneficiary agrees that all printed materials, video and other materials associated with the project should include the logo and the name of the provider of financial support as an institution that funds the project which is subject of the contract..
2. The beneficiary agrees to give to the provider of financial support for use and publication, photos, video and audio data referred in paragraph 1 of this Article, to promote the public call and contribute to civil society development in Kosovo.

Article 12

The financial support provider is not responsible, directly or indirectly, for damages resulting from any activities performed by beneficiaries to the project implementation.

Article 13

Upon signing of this contract, the recipient agrees that as a beneficiary of public funding sources for projects of public interest and public wellbeing, they'll not participate in promotion of any private interest, politics or give support to any political party or independent candidate throughout the duration of this contract.

Article 14

In case of disputes during the implemention of this contract between contracting parties, which can not be resolved by mutual understanding and discussion, the responsible body for such dispute resolution shall be the competent court in \_\_\_\_\_\_\_\_\_.

Article 15

For matters that are not regulated by this contract shall apply the provisions of the Regulation on the criteria, standards and procedures of public funding for NGOs and the manual for its implementation.

Article 16

The information contained in the project's description and budget forms, which the beneficiary has submitted upon the application according to the public call, are an integral part of this contract.

Article 17

For every communication method or notification delivery for changes to the contract and submission of reports related to this contract, the parties should specify in the contract reference number and the name of the project and send it to the following address:

For provider of financial support:

<Address, tel., E-mail address for correspondence>

For beneficiary:

<Address, tel., E-mail address for correspondence>

Article 18

This contract is compiled in three (3) identical copies, of which one (1) copy is given to the beneficiary and two copies to the provider of the public financial support.

Article 20

The contract enters force the time of signing by the contracting parties.

**Place and date:**

|  |  |  |
| --- | --- | --- |
| **On behalf of the public financial support provider:** |  | **On behalf of beneficiary:** |
|  |  |  |
| Name, surname and position and signature of the person authorizedar |  | Name, surname and position and signature of the person authorized |