



CONTRACT

between

**the Swiss Confederation, represented by the Federal Department of Foreign Affairs
FDFA, acting through the
ESPRIT1**

and

ESPRIT2

Concerning the granting of a federal contribution
for the non-project related following activity: **ESPRIT3**

Contract No. 8100 **ESPRIT4**/ Project 7F **ESPRIT4**

* * * *

The Swiss Confederation, represented by the Federal Department of Foreign Affairs acting through the **ESPRIT1** (hereinafter "FDFA") and **ESPRIT2** (hereinafter "the Organisation") agree on the following:

Article 1 Contribution

The FDFA hereby grants a federal contribution of a maximum of CHF **ESPRIT5** as participation in the performance of the activity of the Organisation as defined in the Description of the Activity (annex) and Budget (annex).

The FDFA contribution shall cover a maximum of **ESPRIT5a** % of the total Budget for the activity (annex). The financing of the remaining part of the budget shall be secured by the Organisation and or third parties.

Article 2 Payments

The contribution will be paid into the account indicated by the organisation as follows:

- a first partial payment of a maximum of CHF **ESPRIT7** upon signature of this Contract;
- a second instalment of CHF **ESPRIT8** during the month of **ESPRIT8a** following approval of the interim report and interim statement of account by the FDFA;
- a final payment of a maximum of CHF **ESPRIT9** following presentation of the documents listed in Article 3 b) of this Contract and approval of them by the FDFA.

The contribution must be posted by the Organisation to an account labelled "earmarked contribution" which makes reference to this Contract. The Organisation shall keep its books for this account according to the provisions of Swiss GAAP ARR for Nonprofit Organisations, in particular as defined in Standard 21 (2009 edition), recommendations 17 and 50, or according to a comparable set of rules.

The Organisation must produce a detailed description of the use of the earmarked contribution; this description shall be included in the yearly external audit report.

Article 3 Duties of the Organisation

The Organisation undertakes to

- a) carry out the activity in line with its description (annex) and budget (annex);
- b) provide the FDFA with a final report within **ESPRIT10** days after the activity ends as well as with an unrevised final statement of account prepared in line with the budget structure or a revised final statement of account, as defined in section 5.2 of the General Terms and Conditions (annex). The statement of account must contain the following:
 - all income of the activity financing: own funds, FDFA contribution, contributions from third parties, interest);
 - all expenses of the activity, taking account of the different budget items. If the income exceeds the expenses, the FDFA will deduct the surplus from its final payment in proportion to its contribution.

Any gross interest accruing to the balance in the bank account belongs to the FDFA and must be posted as payments from the FDFA and deducted by the latest at the time of the final payment.

The FDFA and the Federal Audit Office as well as any third party named by the FDFA shall have the right to inspect the activity;
- c) adhere to the General Terms and Conditions of the Federal Department of Foreign Affairs (FDFA) for Federal Contributions for non-project related activities (annex).

Article 4 Integrity Clause

Within the framework of this agreement, the parties shall neither directly nor indirectly propose benefits of any nature whatsoever. They shall not accept any such proposals. Any corrupt or illegal behaviour signifies a violation to the present agreement and justifies its termination as well as/or the recourse to supplementary measures in accordance with applicable legislation.

The parties shall promptly inform each other in case of any relating well-founded suspicion.

Article 5 Anti-discrimination clause

The Organisation must generally refrain from incitement to violence or hatred, and from discrimination on the grounds of race, ethnic origin or religion. Such obligation applies to all activities undertaken by the Organisation, including those falling outside the framework of the present contract. Any breach of the above-mentioned obligation justifies the immediate termination of the present contract by FDFA, and entitles the FDFA to demand the full reimbursement of its effective contribution.

The above-mentioned obligation shall be contractually imposed on any subcontractor working towards the execution of the present contract.

Article 6 Annexes, Precedence of the Contract

The following Annexes constitute integral parts of this Contract:

- Description of Activity;
- Budget;
- General Terms and Conditions of the FDFA for Federal Contributions for non-project related activities ([ESPRIT11](#));
- Code of Conduct for Contractual Partners of the FDFA
- *Ev. Special Provisions*;
- *Ev. Payment schedule*;
- *Ev. Presentation of financial settlement*.

This Contract precedes all other Annexes with the exception of derogating special provisions.

Article 7 Amendments

Every amendment to this Contract must be made in writing.

Article 8 Duration, Cancellation

This Contract shall become effective upon being signed. It covers the period of time from [ESPRIT12](#) to [ESPRIT13](#) and is considered to end as soon as the Parties have fulfilled their contractual obligations according to section 7 of the General Terms and Conditions. It can be cancelled according to section 6 of the General Terms and Conditions.

Berne, on [ESPRIT14](#)

[ESPRIT15](#), on

FEDERAL DEPARTMENT OF
FOREIGN AFFAIRS

[ESPRIT16](#)

[ESPRIT19](#)

[ESPRIT17](#)

[ESPRIT18](#)