GZ: Geschäftsfall -> Geschäftszahl

grant agreement

Project number Projekt -> Projektnummer

Concluded by and between the **Austrian Development Agency**, a limited liability company registered in the Companies Register at the Commercial Court in Vienna under no. FN 243529 g, registered domicile in Vienna and with the head office at Zelinkagasse 2, 1010 Vienna, Austria, as the Grantor (“ADA”), and

**Projekt -> Partner -> Name**, **<COMPLETE THE PARAGRAPH OF EITHER ALTERNATIVE A OR B, AS APPLICABLE, AND DELETE THE RESPECTIVE OTHER PARAGRAPH><ALTERNATIVE A>**[an association formed under Austrian law, registered in the Central Register of Associations under ZVR-Zahl Projekt -> Partner -> registriert unter FN/ZVR Zahl registered domicile in Projekt -> Partner -> Stadt and with its head offices at Projekt -> Partner -> Strasse, Projekt -> Partner -> Postbox, Projekt -> Partner -> Postleitzahl Projekt -> Partner -> Stadt, Projekt -> Partner -> Bundesland, Projekt -> Partner -> Land **<ALTERNATIVE B>**a company with the legal form of a (e.g. limited liability company, an unlimited partnership, an individually owned enterprise)      , registered in the Companies Register at the       Court in       under number Projekt -> Partner -> registriert unter FN/ZVR Zahl, registered domicile in Projekt -> Partner -> Stadt and whose business address is Projekt -> Partner -> Strasse, Projekt -> Partner -> Postbox, Projekt -> Partner -> Postleitzahl, Projekt -> Partner -> Stadt, Projekt -> Partner -> Bundesland, Projekt -> Partner -> Land], (the “Recipient”).

# Awarding of the grant

ADA awards a grant in accordance with the terms and conditions of this Agreement, which is governed by the General Terms and Conditions to the Austrian Development Agency Grant Agreement for Support in the Field of Development Cooperation (“EZA Terms and Conditions for Grants”) and in accordance with the relevant provisions of the Austrian Federal Act on Development Cooperation (*Bundesgesetz über die Entwicklungszusammenarbeit* - EZA-G), Federal Law Gazette I No. 49/2002, in its currently applicable version.

# Subject matter of grant support, amendments of the Project

## The subject matter of the present grant support is the Project described in the attached Project Document. The Project Document comprises a description of the Project, the financing plan, the budget and the time schedule, as well as a brief description of the Project (cover sheet of the Project Document).

## The Project shall begin on Projekt -> Beginn Laufzeit and end on Projekt -> Ende Laufzeit.

## Any amendments of the Project require the prior written approval of ADA. This also applies to individual budget items in the Project Document (budget), subject to Section 2.4.

## Unless otherwise specified in the budget in the Project Document, the Recipient may exceed individual budget items without ADA´s prior written approval by up to 10% but at most by up to the amount of **>ALTERNATIVE A, APPLIES IF THE PROJECT HAS A TOTAL VOLUME UP TO EUR 200,000<**EUR 3,600**>ALTERNATIVE B, APPLIES IF THE PROJECT HAS A TOTAL VOLUME OVER EUR 200,000<**EUR 10,000 on condition that the exceeding is covered by cost savings in respect of other budget items and the approved total amount for the Project is not exceeded.

# Amount of the grant

## For the Project as described in the Project Document, ADA hereby awards a grant up to the maximum amount of

**EUR Projekt -> Vertragssumme**

(in words: Euro       only)

## Any value added tax (VAT) relating to the Project shall not be covered by the grant unless it is proven that the VAT is borne effectively and finally by the Recipient. VAT that can - by whatever means - in principle be recovered by the Recipient shall not be covered by the grant, even if VAT is de facto not refunded to the Recipient. Should a grant or part of a grant not be deemed as a grant by the competent tax authority but rather be considered as another type of payment such as a remuneration and should the Recipient therefore be obliged to pay VAT to the competent tax authority, then this portion of the grant shall be considered a gross amount. Any additional and separate coverage of VAT – for whatever legal reason – is therefore excluded.

# Co-financing by third parties

## If a grant for the Project is awarded by a third party but not yet taken into account in the financing plan (Section 2.1), the grant awarded under Article 3 shall be reduced by the amount of the grant provided by third parties. The Recipient shall immediately notify ADA in writing of any such third- party grant. The disbursements shall be reduced by the percentage equivalent to the share of the third-party grant in the total amount of the grant.

## If a third-party grant originally included in the financing plan is then not awarded, the Recipient shall immediately notify ADA thereof in writing. In the course of this notification the Recipient shall declare whether he intends to replace the shortfall with his own funds, to terminate the Project or to amend the Project in such a manner that it can be carried out with the reduced cofinancing-amount.

## If the Recipient declares his intention to terminate the Project, the provisions of this Agreement concerning the award of the grant by ADA shall be ceased and the Recipient shall immediately repay any amounts already disbursed. All other provisions of this Agreement shall remain in force.

## If the Recipient declares his intention to amend the Project, ADA may either agree to the proposed amendment (Section 2.3), reduce the ADA grant in proportion to the shortfall or withdraw from the Agreement. In the event of withdrawal from the Agreement, the Recipient shall immediately repay any amounts already disbursed, including any accrued interest.

## In cases of termination or withdrawal where the Project already has been partially implemented at this point of time the repayment of grant funds shall be limited to the difference between the value of the disbursed funds and the value of the partial performed components.

## Should the Recipient be responsible for the loss of the third-party grant, the Recipient shall pay interest on the repayable amount in accordance with section 9.2 of the EZA Terms and Conditions for Grants.

## Failure of immediate notification, pursuant to Section 4.2, constitutes grounds for discontinuation/reclaim according to section 9.1.1.e) of the EZA Terms and Conditions for Grants.

# Disbursement modalities, interest, repayment of unused grant funds

## ADA shall transfer the grant to the bank account of the Recipient indicated in the Financial Identification Form (Annex A), based on actual needs which have to be verified in accordance with section 4 of the EZA Terms and Conditions for Grants, and depending on the availability of funds. The transfer shall be carried out according to the share of grant support provided by ADA in the total costs of the Project.

## The first disbursement will be made within two months after entry into force of this Agreement. For all further disbursements, the following shall apply: The Recipients shall duly submit interim reports and interim financial statements pursuant to section 4.1 of the EZA Terms and Conditions for Grants. The disbursements shall be based on the actual need for funds evidenced in the said reports and made within two months after approval of the substantive and financial accuracy of the interim financial statements. The sum of all disbursements shall not exceed 90% of the grant awarded under Section 3. The remaining amount shall be disbursed within three months after due submission of the final report, including auditable final financial statement pursuant to section 4.3 of the EZA Terms and Conditions for Grants and the approval of their substantive and financial accuracy.

## In the event that ADA disburses funds before an actual need has been established, the Recipient shall invest the funds in the best way possible, but at least at an interest rate equal to that of saving deposits payable on demand. The Recipient shall transfer this interest accrued to ADA in the course of submission of the next interim financial statements or, if no more interim financial statements are to be submitted, with the submission of the final financial statement. Alternatively, ADA may debit the accrued interest against the grant or a partial amount thereof.

## ADA reserves the right to make disbursements conditional upon the Recipient´s compliance with additional requirements and conditions, if and insofar this appears necessary in order to comply with the objectives defined in this Agreement (the Project Document) and in the Austrian Development Cooperation Act and/or to achieve the aims of the Project.

## Subject to Section 2.3, funds not used for any of the individual budget items shall be transferred back to ADA at the latest on submission of the final financial statement, unless ADA requests an earlier repayment.

# Processing of personal data, publications

## The Recipient acknowledges to have taken note of the ADA Privacy Notice, <https://www.entwicklung.at/en/media-centre/privacy-notice> ("ADA Privacy Notice");

## The Recipient shall:

### promptly bring the ADA Privacy Notice to the attention (or ensure it is brought to the attention) of all natural persons, whose personal data are directly or indirectly transferred or disclosed to ADA during initiation or performance of this Agreement (including for auditing the due use of the grant funds);

### ensure that personal data referred to in Section 6.2a) is transferred or disclosed to ADA in accordance with applicable data protection law;

## The Recipient shall comply with applicable data protection law.

## The Recipient acknowledges that transparency is an important guiding principle of ADA’s work as the operational unit of Austrian Development Cooperation. The Recipient therefore acknowledges that ADA may publish, in particular on ADA’s website, information about the Project and reports created pursuant to section 7.2 of the EZA Terms and Conditions for Grants.

# Conditions for grant support

## The Recipient confirms that he could not implement the Project without the public grant support awarded in the present Agreement. Furthermore, the Recipient confirms to have notified ADA in writing about all agencies to whom he has also applied or intends to apply for financial support for the present Project, of all funds already granted or promised by other agencies as well as of those agencies that denied support to the Project.

## The Recipient shall

### use the funds in conformity with the principles of economy, efficiency and expediency, and in accordance with this Agreement;

### keep the required records and file all vouchers which are necessary to examine whether funds have been properly used in accordance with this Agreement;

### immediately notify ADA of any circumstances which would delay or render impossible the implementation of the supported Project;

### draft a timetable for implementation of the Project;

### submit interim reports if the Project extends over a longer period;

### submit a report immediately upon completion of the Project which in particular shall give an overview of the implemented measures and their results. This report shall also provide a detailed numeric breakdown showing the use of funds as well as the Project-related earnings and expenditures;

### permit inspection of those books, vouchers and other documents necessary to monitor the implementation of the Project; permit *in situ* inspections and provide all required information relating to the Project.

# Supplementary provisions

**<Insert here any supplementary provisions, e.g., changes to the EZA Terms and Conditions for Grants. Otherwise, state the following:>**Not applicable

# Place of jurisdiction and applicable law

## Any disputes arising from this Agreement shall be referred to the competent Austrian court. Exclusive place of jurisdiction is Vienna (Inner City).

## Disputes arising from or in connection with this Agreement shall be governed exclusively by Austrian law, under exclusion of any referrals to foreign law.

# Final provisions

## Any modification or amendment to this Agreement shall be done in writing to obtain effect. This principle shall also apply to the departure from the written form.

## The Annexes form an integral part of this Agreement. In the event of any contradictions, the Agreement shall take precedence, followed by the Project Document and then by the EZA Terms and Conditions for Grants. In the event of any conflicts between the brief description and the other parts of the Project Document, the other parts shall prevail.

## Upon signature the Recipient confirms that he is aware of the full content of the EZA Terms and Conditions for Grants and that he has received a copy of the Project Document and has taken note of its content.

|  |  |
| --- | --- |
| **AUSTRIAN DEVELOPMENT AGENCY**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **THE RECIPIENT**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Ambassador Friedrich StiftManaging Director  | [ • ]Legally valid signature required,(Name, stamp, name also in block capitals) |

1. Financial Identification Form
2. Project Fact Sheet
3. Grant Application
4. Budget
5. Additional annexes, if required, otherwise delete
6. General Terms and Conditions to the Austrian Development Agency Grant Agreement for Support in the Field of Development Cooperation

**Confirmation Transmission of the Information Sheet Code of Conduct
and Information Points**

The Recipient hereby confirms that it has transmitted the attached information sheets concerning the Code of Conduct and the Information Points to all partners[[1]](#footnote-1) engaged to implement the Project [as in particular:       Indicate names of the partners, if already known].

**RECIPIENT**

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ • ]

Legally valid signature required:

(Name, Stamp; Name also in block capitals)

1. Partners of the Recipient are particularly sub-contractors and sub-recipients. [↑](#footnote-ref-1)