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VERBINDLICH SIND AUSSCHLIESSLICH DIE DEUTSCHSPRACHIGEN FÖRDERUNGSVERTRÄGE, WELCHE FÜR DAS JEWEILIGE FÖRDERPROJEKT ABGESCHLOSSEN WERDEN.

English Version (for reference only)

This English template agreement is a non-binding sample provided solely for guidance purposes.

ONLY THE GERMAN-LANGUAGE FUNDING AGREEMENTS CONCLUDED FOR THE RESPECTIVE FUNDING PROJECT ARE LEGALLY BINDING.

FUNDING AGREEMENT

concluded by and between
the Federal Republic of Austria, represented by xxx (Federal Ministry)

represented by the
Österreichische Forschungsförderungsgesellschaft mbH (FFG)
(Sensengasse 1, 1090 Vienna, Austria. FN: 252263a),

concluded by and between
Österreichische Forschungsförderungsgesellschaft mbH (FFG)
(Sensengasse 1, 1090 Vienna, Austria. FN: 252263a),

as the Funding Body

and

Beneficiary

Address

ID

as the Beneficiary

AGREEMENT: xxx

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Österreichische
Forschungsförderungsgesellschaft mbH
Sensengasse 1, A-1090 Wien
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office@ffg.at www.ffg.at

FN 252263a HG Wien
UniCredit Bank Austria AG
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Section 1 Granting of funding

- 1.1. The funding granted herein constitutes “de-minimis aid”.
- 1.2. Based on the funding application of xxx, the recommendation of the assessment committee and the funding decision taken, the Funding Body grants funding for the following project:

Funding application: **xxx**

FFG project number: **xxx**

eCall application number: **xxx**

Topic/programme/measure: **xxx**

Call for applications: **xxx**

- 1.3. Österreichische Forschungsförderungsgesellschaft mbH (FFG), as the processing centre pursuant to Section 11 (2) 1 to 6 and Section 12 of the Austrian Research and Technology Funding Act (Forschungs- und Technologieförderungsgesetz – FTFG), is entrusted with the administration of the funding based on a contractual agreement, and concludes this agreement as the direct representative of the Funding Body.

Section 2 Object and aim of the funding

- 2.1. The funding application forms an integral part of the funding agreement. In the event of a discrepancy, the provisions of the funding agreement shall take precedence, followed by those of the application.

Section 3 Type and amount of funding

- 3.1. The funding is provided in the following form:

Type of funding	Funding body	Maximum amount of funding in EUR	As a % of the total costs
Grant xxx	xxx	€ xxx	xxx
Loan xxx		€ xxx	xxx

Loan conditions:

Interest rate: **xxx** % p.a., calculated on a current-account basis
 Repayment date: on **xxx**

Repayment amount: EUR **xxx**
 Interest and loan collection: by direct debit
 Interest accrual: semi-annually in arrears or when the loan falls due

3.2. The breakdown within the consortium is as follows:

Abbreviation	Beneficiary
xxx	xxx

3.3. If the actual costs incurred are lower than the approved costs, the funding percentage applicable to the Beneficiary shall be applied to the eligible costs actually incurred.

3.4. The costs approved when the agreement is drawn up do not constitute an acceptance of liability for those costs. The final amount of the eligible costs and of the funding will be determined in the cost and funding approval letter after the statement of expenditure has been reviewed and approved by the FFG.

3.5. Upon request, a loan that has been granted can be converted in part or in full into another form of financial payment (grant) if the intended outcome and the purpose of the funding can only be achieved in this way due to events occurring subsequently through no fault of the Beneficiary, and provided there are no grounds to recover the loan and the upper limit permitted under state aid law is not exceeded.

Section 4 Term of the funding

4.1. The funding period for the project in question shall start on **xxx**, as the approval date, and end on **xxx**.

4.2. If the funding has not been paid out in full or in part due to non-fulfilment of the conditions required for payment, the term of the funding award may be extended at the request of the Beneficiary and with the approval of the FFG, at no additional cost, provided that the performance of the activity has been delayed through no fault of the Beneficiary, and the activity remains eligible for funding.

Section 5 Eligible costs

5.1. The maximum eligible costs are determined according to the following table:

Abbrevia tion	Beneficiary					
xxx	xxx					
	Staff costs	Plant costs	Material costs	Third-party costs	Travel expenses	Max. total
xxx	xxx	xxx	xxx	xxx	xxx	xxx
Total	xxx	xxx	xxx	xxx	xxx	xxx

- 5.2. All costs attributable to the project, incurred directly, actually and in addition (to the usual operating costs) during the funding period, as specified in the funding agreement, are eligible for funding. Details about costs eligible for funding can be found in the cost guidelines. The guidelines for the call for applications may contain different or additional provisions. Costs incurred after the funding application was received may be recognised as eligible. Costs that are deemed ineligible under the provisions of EU competition law are not eligible for funding (see cost guidelines).
- 5.3. Costs incurred by the Beneficiary for drawing up the agreement or for bank transfer charges must be borne by the Beneficiary and are not eligible for funding.
- 5.4. VAT attributable to the costs of the eligible activity is not eligible for funding. However, if it can be demonstrated that this VAT is actually and definitively to be borne by the Beneficiary and the Beneficiary is not entitled to the deduction of input VAT, the VAT may be taken into consideration as an eligible cost component. VAT that is recoverable in any form is not eligible for funding, even if the Beneficiary does not actually receive a refund. If the funding is not regarded as funding by the tax office due to the existence of a taxable and liable activity carried out by the Beneficiary on behalf of the Funding Body, in accordance with the Value Added Tax Act 1994 (Umsatzsteuergesetz 1994 – UStG 1994), but rather is regarded as a fee for services rendered, and the Beneficiary is required to pay VAT to the tax office in respect of this, the agreement fee shall be treated as gross remuneration. An additional, separate settlement of VAT – on whatever legal grounds – is therefore precluded.
- 5.5. If the amortisation period of an item (Section 285 of the Austrian Civil Code [Allgemeines bürgerliches Gesetzbuch – ABGB]) that is purchased to perform the activity exceeds the period of the activity, the maximum proportion of costs that corresponds to depreciation according to

the Income Tax Act 1988 (Einkommensteuergesetz 1988 – EStG 1988) for the period of the activity shall be funded.

Section 6 Payment of the funding

- 6.1. The funding shall be paid out in instalments according to the following payment schedule, provided that the funding is required by the Beneficiary to make payments due in respect of the funded activity, in accordance with the purpose of the funding:

Event	Reporting period		Report due on
	Start	End	
Instalment 1	xxx	xxx	xxx
Instalment 2			
Instalment X			

Payment of the initial instalment (first instalment) shall be made after conclusion of the funding agreement and fulfilment of the conditions and requirements agreed in Section 8.

- 6.2. The payment shall be transferred to the following account of the Beneficiary:

Account holder: xxx

Bank name: xxx

IBAN: xxx

- 6.3. The Beneficiary acknowledges that the funding shall be paid into their account, thereby discharging the debt. The FFG is not obliged to check that the account holder's name matches that of the Beneficiary.
- 6.4. The FFG reserves the right to postpone payment of the funding if and for as long as any circumstances exist that give the impression that proper implementation of the funded project is not guaranteed.

Section 7 Reporting obligations

- 7.1. The Beneficiary is required to report on the implementation of the funded project by submitting a statement of expenditure, consisting of interim and final technical reports as well as a financial statement, by the deadlines specified in point 6.1. The report and accounting documents must

be submitted via eCall (<https://ecall.ffg.at>). The forms provided by the FFG must be used. Further documents must be submitted to the FFG upon request.

- 7.2. The report must explain how the funding granted from public and EU funds is being used and must include a detailed account of the implementation of the funded project, and describe the results achieved. The financial statement must include a detailed breakdown of all income and expenditure associated with the funded activity. If the Beneficiary has also used his/her own financial resources for the same purpose, the financial statement must also include this.
- 7.3. Evidence can be provided by means of copies of invoices and copies of proof of payment, with the FFG also reserving the right to inspect the original receipts or their subsequent submission. Documents may also be transmitted in electronic form, provided that they are complete, in the correct order, contain the same information as the original, are a true and faithful copy of the original, and can be verified. Electronic invoices must be created in accordance with the electronic invoicing VAT regulations and, like all receipts and invoices, must contain a specific reference to the project. Where the use of personal data is required to demonstrate that the funding has been used for the intended purpose, the Beneficiary shall be obliged to provide the relevant personal data.
- 7.4. The Funding Body and/or the FFG intends to present the project results in programme-specific printed materials and on a website as part of its public relations work and dissemination activities. The Beneficiary agrees to co-operate with the FFG in this regard and to submit corresponding summaries.

The Beneficiary acknowledges that all information in connection with the funding is subject to the Federal Act Governing Access to Information (Freedom of Information Act (Informationsfreiheitsgesetz – IFG), as amended. This information may be disclosed to third parties in compliance with legal requirements and, in certain cases, published, provided that its confidentiality is not required by law.

- 7.5. The Beneficiary undertakes to ensure that digital documents that are subsequently published on websites of the Funding Body and the FFG are transferred in the accessible format: "WCAG 2.1 at conformance level AA (<https://www.w3.org/TR/WCAG21/>)".
- 7.6. The Beneficiary shall cooperate in the evaluations of the funding programme to be carried out by the Funding Body and/or the FFG, in particular impact monitoring and interim and final evaluations, and shall provide the data and information required for the evaluations.
- 7.7. The Beneficiary warrants that he/she is authorised to use and transfer all third-party documents, images and illustrations submitted by him/her. The Beneficiary confirms that the documents made available to the Funding Body and/or the FFG are free of third-party rights, in particular

copyrights or trademark rights or other exploitation rights, which prevent their use by the Funding Body and/or the FFG.

- 7.8. In addition to participating in programme-specific events to present the content of the project, the Beneficiary agrees that the broad outline of the content of the project, including relevant images and the name of the Beneficiary, may be published. The Beneficiary shall use the information on reporting provided in the relevant call for application documents and project-related public relations work as the basis for preparing the reports and PR work.
- 7.9. In order to achieve better visibility of the project's funding, the Beneficiary undertakes to name the Funding Body and the FFG clearly and visibly in all project-related documents, to take into account the FFG's principles regarding public relations work in connection with funded projects, and to use the FFG's support services for this purpose. The support services are available online on the FFG's website www.ffg.at/toolkit.

Section 8 General and specific conditions for funding

- 8.1. The signed funding agreement must be countersigned and returned via eCall by no later than 4 weeks after receipt.
- 8.2. In the case of a cooperation project between research organisations and companies, the consortium must conclude, prior to the start of the project, a legally valid cooperation agreement containing the necessary provisions as agreed in accordance with the EU's State aid framework for research, development and innovation 2022, OJ C 414 of 28 October 2022.
- 8.3. The Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, OJ L 124/36 of 20 May 2003, applies.
- 8.4. The Beneficiary shall give consideration to achieving gender balance in the organisation of events, conferences, symposiums, etc. in the composition of the podium, in the selection of lecturers and among participants (invitation policy).
- 8.5. The Beneficiary must
- start the activity in accordance with the agreed schedule, otherwise immediately after the funding is awarded, implement the activity swiftly, and complete it within the agreed period, otherwise within a reasonable period.
 - notify the FFG immediately and on his or her own initiative of any events that delay or render impossible the implementation of the funded activity or that would require a

- change to the funding application or to the agreed requirements and conditions, and comply with his or her notification obligations without delay in each case.
- funding bodies or authorised representatives of the federal government and the European Union, in particular the European Commission, OLAF, the European Court of Auditors and the EPPO, access to his or her books and records and other documents used to verify the performance of the activity at his or her own premises or those of third parties, and to inspect them on site, or present them at their request, to provide them with the necessary information or ensure that such information is provided and to make available a suitable contact person for this purpose, whereby the auditing body shall determine the relevance of these documents to the activity.
- keep all books and records as well as other documents mentioned under point 7 of this agreement for ten years from the end of the year in which the entire funding was paid out, or, in the case of the granting of cash loans, from the payout of the loan, but in any case until full repayment, and in both cases, at least from the date of performance of the activity, in a secure and orderly manner; where periods exceeding those specified in this clause apply under EU law, those periods shall apply.
- if image and data carriers are used for storage purposes, to ensure at all times until the expiry of the retention period, that they are complete, in the correct order, contain the same information as the original, are a true and faithful copy of the original, and can be verified; in this case, the Beneficiary is obliged to provide, at his or her own expense, all the resources necessary to make the books, records and other documents legible and, where necessary, to provide permanent copies that are legible without the use of such resources, and to make these available on data carriers at the time permanent copies are created.
- when awarding orders for supply and construction services, without prejudice to the provisions of the Federal Procurement Act 2018 ((Bundesvergabegesetz 2018 – BVergG 2018) and the Federal Procurement Act Concessions 2018 (Bundesvergabegesetz Konzessionen 2018 – BVergGKonz 2018), as amended, to demonstrably obtain several offers for comparison purposes, provided that this is appropriate with regard to the amount of the estimated order value, and there are no specific reasons (to be interpreted restrictively) on the basis of which only one offer can be obtained.
- use the funding from the European Union, the federal states and the federal government in accordance with the principles of economy, efficiency and expediency, and only for the purpose for which it was granted and, in particular, to adhere to these principles in her or his overall management of all funding received.

- not use federal funding to create reserves or provisions in accordance with the Income Tax Act 1988, (Einkommensteuergesetz 1988 – EStG 1988) as amended, or the Austrian Commercial Code (Unternehmensgesetzbuch – UGB) as amended.
- refrain from any assignment, transfer or pledging of the entitlement arising from the funding granted.
- respect the Austrian Equal Treatment Act (Gleichbehandlungsgesetz – GIBG), the Austrian Federal Act on the Equalisation of Persons with Disabilities (Bundes-Behindertengleichstellungsgesetz – BGStG), as well as the principle of non-discrimination pursuant to Section 7b of the Disability Employment Act (Behinderteneinstellungsgesetz - BEinstG).
- provide adequate security for any repayment and settlement obligations (Sections 25 and 30 of the General Framework Guidelines for the Granting of Funding (Allgemeine Rahmenrichtlinien für die Gewährung von Förderungen aus Bundesmitteln – ARR 2014)

- 8.6. If not already stated in the application, the Beneficiary must disclose which funding from public funds, including EU funds, has been awarded for the same activity after submitting the funding application, even if for different purposes, or if he/she has applied or intends to apply to another federal budgetary authority or another legal entity for such funding, including other regional authorities and the European Union, after submitting the funding application.
- 8.7. The funding may be reduced or the amounts already paid out may be reclaimed if, after the funding agreement has been concluded, the Beneficiary receives funding for the same activity from another federal body or another legal entity, including other regional authorities, even if for a different purpose, or if the Beneficiary provides or is able to provide a greater personal contribution than that agreed. In such cases, the funding may be reduced to the amount that would have been granted had the circumstances already been known at the time the funding agreement was concluded. Amounts already paid out may also be reclaimed to this extent.
- 8.8 In order to avoid double funding, the FFG is obliged under Section 2 (1) 4 of the Austrian Transparency Database Act 2012 (Transparenzdatenbankgesetz 2012 – TDBG 2012) , as amended, to carry out a personal enquiry into the Beneficiary in the transparency database pursuant to Article 32 (5) TDBG 2012.
- 8.9. The Beneficiary is obliged to take appropriate measures to prevent fraud, corruption, misuse of funding and conflicts of interest.
- 8.10. The Beneficiary acknowledges that misuse of the funding may result in criminal prosecution (in particular under Section 153b of the Austrian Criminal Code (Strafgesetzbuch – StGB)
- 8.11. Special funding conditions

Beneficiary	Requirement	Fulfilment deadline
XXX	XXX	XXX

Section 9 Data processing

- 9.1. The Beneficiary hereby acknowledges that the personal data collected in connection with the initiation and execution of the agreement, the use of which is required for the performance of a task carried out in the public interest on behalf of the Funding Body and the FFG (Art 6(1) e) GDPR), where such use is necessary to comply with a legal obligation (Article 6(1)(c) GDPR) or is otherwise necessary to safeguard the legitimate interests of the data controller or a third party (Article 6(1)(f) GDPR), will be used by the Funding Body and the FFG for the purposes of concluding and executing the funding agreement, performing the tasks entrusted to the Funding Body and the FFG, and for monitoring purposes. Within the framework of such use, it may be necessary to transfer or disclose the data, in particular to bodies and agents of the federal (state) government, the Court of Auditors and the European Union, the legal basis for which is, in each case, the fulfilment of a legal obligation (Art 6(1) c) GDPR), or the performance of a task carried out in the public interest (Art 6(1) e) GDPR). Where several authorising bodies of the federal government and/or the Funding Body and/or the FFG wish to grant funding to the same beneficiary for the same project, albeit for different purposes, and therefore have to come to an agreement, this shall be done either on the basis of a legal obligation pursuant to Art 6(1) c) GDPR or to safeguard the legitimate interests of the controller or a third party (Art 6(1) f) GDPR).
- 9.2. Detailed information on the processing of data can be downloaded from the website www.ffg.at under Privacy Policy (www.ffg.at/datenschutz).
- 9.3. The Beneficiary confirms that the disclosure of personal data to the Funding Body and the FFG is carried out in accordance with the provisions of the GDPR and the Data Protection Act (Datenschutzgesetz – DSG).
- 9.4. A declaration of consent in accordance with Section 27 ARR 2014 is required if the use of data goes beyond the scope of 9.1 and 9.2.

Section 10 Amendments to the agreement

- 10.1. Apart from this agreement, there are no verbal or written agreements. Amendments and/or supplements to this agreement must in all cases be made in writing, otherwise they shall be legally invalid; sending them by fax shall be sufficient. Any waiver of the written form requirement is expressly excluded.

- 10.2. The Funding Body is authorised to impose new or additional conditions and requirements to achieve the purpose of the funding if special circumstances subsequently necessitate an amendment to the agreed contractual provisions (in particular conditions and requirements). To this end, a corresponding supplementary agreement shall be concluded with the Beneficiary. If no such supplementary agreement can be reached, this shall constitute grounds for discontinuation and recovery of payments, Section 15 being applied mutatis mutandis.

Section 11 Liability

- 11.1. The Beneficiary is fully liable to the Funding Body and the FFG for compliance with all contractual provisions. The Beneficiary shall also be liable for the conduct of third parties for whom he/she is responsible (e.g. owners, corporate bodies, etc.). The Beneficiary shall indemnify and hold harmless the Funding Body and the FFG against any third-party claims.
- 11.2. The Beneficiary confirms that he/she is familiar with and accepts all components of the agreement without reservation, and acknowledges that failure to comply with the aforementioned contractual provisions may result in the funding being reclaimed.
- 11.3. The Beneficiary confirms that he/she has no outstanding repayment orders from the European Commission and that any necessary reversal of incompatible funding has been completed.
- 11.4. The Beneficiary hereby confirms that any aid received from de-minimis programmes in the last three fiscal years has not exceeded the applicable de-minimis ceiling.
- 11.5. If funding is awarded for which the recipient is a third party, the Beneficiary confirms that this third party shall demonstrably assume joint and several liability (Section 891 ABGB) for repayment of the grant if a reason for repayment arises before the funding agreement is concluded. Each partner in a project acts as a third party.
- 11.6. If loans are granted, each Beneficiary shall be liable solely for the loan granted to him/her.

Section 12 Discontinuation and repayment of the funding

- 12.1. The Beneficiary must – subject to the assertion of further legal claims – immediately repay the funding at the request of the Funding Body, the FFG or the European Union, whereupon the entitlement to funds that have been committed but not yet paid out shall lapse if, in particular
- bodies or agents of the federal government or the European Union have been informed incorrectly or incompletely of material circumstances.

- the required reports have not been submitted or evidence has not been provided or necessary information has not been supplied, provided that, in such cases, a written reminder setting a reasonable deadline and expressly stating the legal consequences of non-compliance has remained without effect, and where any other notifications required under this agreement have not been made.
- the Beneficiary fails to report, on his/her own initiative and without delay – and in any event before an inspection or notification of an inspection – incidents that would delay or render impossible the performance of the funded activity or require changes to be made to it.
- the Beneficiary discontinues, closes down, relocates or sells the company or parts of the company for consideration before the funded project has been duly completed or within a period of 3 years after its completion. This includes mergers, spin-offs, carve-outs or if there is a significant change in shareholdings.
- the Beneficiary obstructs or prevents planned inspection measures or the authorisation to claim the funding can no longer be verified within the period of time specified for the retention of documents.
- all or part of the funding has been used contrary to its intended purpose.
- the activity cannot be performed or cannot be performed on time or has been performed.
- the Beneficiary has not complied with the prohibition of assignment, transfer, pledging or other prohibitions of disposal pursuant to Section 8 (4).
- the provisions of the Austrian Equal Treatment Act have not been observed (in the case of entrepreneurs).
- the provisions of the Austrian Federal Disability Equality Act or the principle of non-discrimination pursuant to Section 7b BEinstG have not been taken into account.
- information and publicity measures, in particular in accordance with EU regulations or national requirements, have not been implemented.
- suspension and/or recovery is requested by bodies of the European Union.
- other funding prerequisites, conditions or requirements, in particular those intended to ensure that the purpose of the funding is achieved, have not been met by the Beneficiary, or
- a repayment obligation pursuant to Section 30b of the Austrian Act Governing the Employment of Foreign Nationals (Ausländerbeschäftigungsgesetz – AuslBG), exists.

12.2. Instead of full repayment as provided for in 12.1, in the cases referred to in paragraph 1, the Funding Body, the FFG or the European Union may demand only partial discontinuation or repayment of the funding, if

- a) the obligations assumed by the Beneficiary are divisible and the part of the activity performed is eligible for funding in its own right,
- b) the Beneficiary is not at fault for the reason for repayment and
- c) it remains reasonable to continue with the funding agreement.

- 12.3. Interest shall be paid on the repayment amount from the date on which the funding is paid out at 4% per year using the compound interest method. If this interest rate is lower than the interest rate set by the European Union for repayments, the latter shall be used.
- 12.4. In the event of default on repayment of the funding, default interest for companies shall be charged at a rate of 9.2 percentage points above the applicable base interest rate per year from the date of default, otherwise at 4 percentage points above the applicable base interest rate, but at least 4%. The base interest rate applicable on the first calendar day of a half-year shall be decisive for the respective half-year.

Section 13 Written form and severability clause

- 13.1. No verbal or written agreements exist in addition to this agreement. Any amendments and/or supplements to this agreement must in all cases be made in writing, otherwise they shall be legally invalid. Any waiver of the written form requirement is expressly excluded.
- 13.2. Should individual provisions of this agreement be or become invalid in whole or in part or prove to be unenforceable, this shall not affect the validity of the remaining provisions of this agreement. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision, the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision.

Section 14 Applicable law and place of jurisdiction

- 14.1. Austrian law shall apply exclusively, to the exclusion of any conflict-of-laws rules, meaning that Austrian law shall apply in all circumstances.
- 14.2. The place of jurisdiction for all legal disputes arising from the granting of the funding shall be the competent court in Vienna. The Funding Body and the FFG reserve the right to also take legal action against the Beneficiary at his/her general place of jurisdiction.

Section 15 Contractual components

- 15.1. The following documents form an integral part of the funding agreement:

- Funding application: **xxx**
- if applicable, the revised project description and the revised cost schedule in accordance with the funding recommendation
- **Instrument guidelines xxx**
- Cost guidelines **xxx**
- Call for applications guidelines xxx

15.2. The legal bases of this funding agreement include, in particular:

- Funding guideline xxx
- xxx

DRAFT

Österreichische Forschungsförderungsgesellschaft mbH

Note: the electronic signature of the document can be found on the last page

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AGREEMENT: xxx

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