

Reference No.: Geschäftsfall -> Geschäftszahl

GRANT AGREEMENT

Action 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. 243529 g, registered domicile in Vienna and with the head office at Zelinkagasse 2, 1010 Vienna, Austria ("ADA"), as the grantor, and Projekt -> Partner -> Name, [e.g., an association formed under Austrian law / an enterprise with the legal form of a limited liability company/an unlimited partnership/an individually owned enterprise] registered in the [e.g., Central Register of Associations under ZVR-Number / Companies Register at (name and place of competent court or authority)] under number 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 **<LIST ANY FURTHER RECIPIENTS HERE AND CHANGE THE TEXT IN THE FOLLOWING BRACKETS TO ("each a Recipient")>** ("Recipient").

<DELETE IF THERE IS ONLY ONE RECIPIENT>The Recipient named first is the Coordinator.

The parties conclude this grant agreement in accordance with the provisions of the Austrian Federal Act on Development Cooperation (*Bundesgesetz über die Entwicklungszusammenarbeit*), Federal Law Gazette I No. 49/2002, in its currently applicable version.

SPECIAL CONDITIONS OF CONTRACT

Article 1. Constituent elements of this grant agreement

1.1 This grant agreement consists of the present Special Conditions and the following annexes: **<DO NOT CHANGE ANNEXES' DESIGNATION. IF A CERTAIN ANNEX DOES NOT APPLY, ADD NOTICE: e.g. "Annex F [not applicable]". IF THE RESPECTIVE LAST ANNEX DOES NOT APPLY, IT MAY BE DELETED INSTEAD>**

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|---------|--|
| Annex A | Action document |
| Annex B | General Terms and Conditions for grant support to actions |
| Annex C | Financial Identification Form |
| Annex D | Information Sheet Anticorruption and ADA Whistleblowing System, Confirmation of Transmission |

- Annex E Terms of reference for an agreed-upon procedures (AUP) engagement for a grant agreement
- Annex F **<SEE ARTICLE 7.2, ONLY IF THERE ARE MULTIPLE RECIPIENTS>** Power of attorney granted to the Coordinator (by [number of] Recipients)
- Annex G Recommendations or conditions under the environment, gender and/or social impact assessment
- Annex H **<ANNEXES H, I, J APPLY ONLY IN CASE OF STATE AID REVIEW>** Declaration on honour on non-economic activities
- Annex I Declaration on honour on de minimis aid
- Annex J Declaration on honour on Research, Development and Innovation aid

1.2 In the event of any conflict, the Special Conditions prevail and Annex B prevails over any other annex.

Article 2. Subject matter of the grant, Action duration

- 2.1 The subject matter of this grant is the action described in Annex A ("Action"). The Recipient is responsible for its implementation.
- 2.2 The Action begins on Projekt -> Beginn Laufzeit and ends on Projekt -> Ende Laufzeit.

Article 3. Amount of the grant

3.1 For the implementation of the Action and subject to the availability of funds, ADA awards to the Recipient a grant of **Projekt -> Vertragssumme in %** of the total costs, up to a maximum amount of **EUR Projekt -> Vertragssumme** (in words: Euro).

3.2 **<ALTERNATIVE TO ARTICLE 3.1, IF ONLY A PART OF THE GRANT CAN BE AWARDED IN A BINDING MANNER>** For the implementation of the Action, ADA intends to award to the Recipient a grant up to a maximum amount of **EUR Projekt -> Vertragssumme** (in words: Euro).

3.3 In any case, the grant is limited to **Projekt -> Vertragssumme in %** of the total costs.

3.4 With conclusion of this grant agreement, ADA awards part of the grant up to a maximum amount of EUR [•] (in words: Euro).

3.5 Subject to the availability of funds, ADA may, by written notice to the Recipient, award the remaining parts of the grant up to the maximum amount of EUR [•] (in words: Euro) in a binding manner. The Recipient obtains a claim upon receipt of such written notice, limited to the amount expressly laid out therein. The maximum amount of the grant cannot be increased by such written notice. Section 15.2 of Annex B applies in analogy regarding the form of such written notice.

3.6 The grant contains indirect costs amounting to [•]% of the eligible costs approved by ADA in its final account.

Article 4. Disbursement modalities

- 4.1 ADA shall make all disbursements of the grant in EUR to the bank account of the Recipient indicated in Annex C. The Recipient shall promptly inform ADA of any change to the banking information and provide an updated version of Annex C.
- 4.2 ADA disburses the first prefinancing rate of EUR [•] (in words: Euro) within two months after entry into force of this grant agreement. ADA makes further disbursements within two months upon verification of the substantive and financial accuracy of the reports received pursuant to section 8.1 of Annex B, based on actual needs as indicated. A disbursement does not imply acceptance of the reports' correctness and comprehensiveness, including the substantive and financial accuracy of the costs claimed.
- 4.3 The disbursements correspond to the grant's share of the total costs. Until receipt of the final narrative and financial report, ADA will disburse no more than 90% of the maximum amount of the grant. When, upon verification of the final report's substantive and financial accuracy, ADA determines that eligible costs are not covered by the grant amount disbursed so far, ADA shall disburse the remaining part of the grant within three months.
- 4.4 ADA reserves the right to, by written notice, make remaining 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 agreed in this grant agreement or codified in the Austrian Federal Act on Development Cooperation.

Article 5. Reporting period and deadlines

- 5.1 The reporting periods and deadlines for submitting reports set out in section 8.1.3 of Annex B apply unless otherwise provided in the following table. The initial reporting period starts at the beginning of the Action. **<ADD REPORTS AS REQUIRED>**

Report	Reporting period	Submission deadline
Interim report		
Final report		

Article 6. Contact points of the parties

- 6.1 Unless indicated otherwise by circumstances, correspondence shall be directed to:
[ADA address, e-mail]
[Coordinator/Recipient address, e-mail]
- 6.2 Changes to the contact point indicated shall be communicated to the other party without delay.

Article 7. Multiple Recipients

- 7.1 Unless expressly indicated otherwise, obligations of a Recipient pursuant to this grant agreement apply equally to each Recipient, obligations of ADA toward the Recipient apply toward all Recipients jointly and not individually. The Recipients are jointly and severally liable toward ADA, except a Recipient that is not the Coordinator and has its head offices in a country or territory listed in the OECD-DAC list of ODA recipients.
- 7.2 Each Recipient authorises the Coordinator to represent it with legal effect vis-à-vis ADA in all matters arising out of or in connection with the implementation of this grant agreement, including receiving grant funds and notices from ADA on its behalf. This also includes terminating this grant agreement. If the Coordinator signs this grant agreement in the name of one or more other Recipients through power of attorney, each is attached as Annex F.

Article 8. Disclosures of ADA

- 8.1 ADA refers the Recipient to ADA's Privacy Notice and the data protection obligations of the Recipient, which are set out in section 21 of Annex B.
- 8.2 ADA may publish information about the Action and reports created during Action implementation, in particular on ADA's website, in accordance with section 13.2 of Annex B. In accordance with the Austrian Freedom of Information Act, Federal Law Gazette I No. 5/2024, as amended, ADA may publish information received from or about the Recipient if the information is of public interest, or provide access to information upon request.

Article 9. Supplementary provisions

<INSERT HERE ANY SUPPLEMENTARY PROVISIONS OR CHANGES TO ANNEX B, OTHERWISE, STATE THE FOLLOWING:> Not applicable

Article 10. Applicable law and place of jurisdiction

- 10.1 This grant agreement is governed exclusively by Austrian law, under exclusion of any referrals to foreign law.
- 10.2 Any disputes arising from this grant agreement shall be referred exclusively to the Vienna District Court for Commercial Matters or the Vienna Commercial Court, respectively, depending on the amount in dispute.

Article 11. Final provisions

- 11.1 The Recipient must not transfer any right or obligation arising from this grant agreement to third parties. Specifically, the Recipient must not dispose of claims arising from this grant agreement, whether by transfer, assignment, pledge, or in any other way. Dispositions made in violation of this Article shall not have any legal validity vis-à-vis ADA.

- 11.2 This grant agreement does not create any directly enforceable third-party rights, except the oversight rights of the EU pursuant to Annex B. These oversight rights and the interest rate as determined by the EU in accordance with section 19.2 of Annex B apply only if the Action is co-financed by the EU or if a recovery of funds is based on an enforceable breach of state aid law.
- 11.3 This grant agreement constitutes the entire and only agreement between the parties regarding its subject matter. There are no ancillary agreements.
- 11.4 Unless expressly provided otherwise in Annex B, no modification of or amendment to this grant agreement shall be effective unless signed by the requisite number of authorised representatives of each party. This also applies to any deviation from this formal requirement. The advanced electronic signature and the advanced electronic seal pursuant to Regulation (EU) No 910/2014 (e-IDAS Regulation) are deemed equivalent to a signature.
- 11.5 If a provision of this grant agreement is invalid in whole or in part, this does not affect the validity of the other provisions. The invalid provision is deemed replaced by a valid one that reflects as closely as possible the substance of the invalid provision.
- 11.6 The waiver from time to time by a party of any of its rights or its failure to exercise any right or remedy shall not operate or be construed as a definitive waiver of the same or of any other right or remedy. A waiver by a party of any particular right is effective only if rendered in written form and signed.
- 11.7 This grant agreement is valid from the date of the last signature and ends at the end of the agreement as defined in section 18.1.1 of Annex B.

AUSTRIAN DEVELOPMENT AGENCY

THE RECIPIENT<IN CASE OF MULTIPLE RECIPIENTS STATE EACH ONE'S NAME; IF THE COORDINATOR SIGNS WITH POWER OF ATTORNEY, STATE: 'THE COORDINATOR FOR [NAME R1], [NAME R2]',ETC>

Date:

Date:

[Name]

[Name]

[Title]

[Title]

(Legally valid signature and stamp)

<ADD FURTHER SIGNATURE BLOCKS IF ADA AND/OR THE RECIPIENT IS REPRESENTED JOINTLY BY TWO OR MORE PERSONS AND/OR THERE ARE MULTIPLE RECIPIENTS SIGNING>