

Funding Agreement¹

concluded between the

Federal Government

as Funding Provider

and

Company name

Street

Post code / town

Company register number

as Funding Recipient.

¹ "This document is a translated version of the original German version. In cases of unclear formulation the German version is the decisive document".

§ 1 Granting of funding

- 1.1 Österreichische Forschungsförderungsgesellschaft mbH (FFG) is responsible for funding management pursuant to Secs. 11.1 to 11.5 of the Research and Technology Promotion Act (FTFG) based on contractual agreements (Framework Contract) in accordance with Sec. 12 para 1 of the FTFG, and concludes this Agreement as direct representative of the funding provider.
- 1.2 Based on the funding application "Project name xxx" dated xx.xx.200x and the funding recommendation approved by the Federal Ministers, funding is hereby granted for the following project:

Project name (subject of the Agreement): xxx
 Acronym: XXXXX
 Project number: xxx
 Programme: COMET
 Call: 3rd Call K1, 1st funding period

§ 2 Duration of funding period

- 2.1 The funding period for the project specified in this Agreement starts on xxx and ends on xxx.

§ 3 Type and amount of funding

- 3.1 Funding shall be in the form of a non-repayable subsidy of a maximum amount of EUR xx, i.e. xx.xx % of the maximum overall costs eligible for funding.
- 3.2 If the total project costs eligible for funding are below the planned costs, the funding percentage calculated for the project will be applied to the eligible costs actually incurred.

Funding recipient	Total project costs eligible for funding	Max. funding amount	Funding percentage
xxx	EUR xxx	EUR xxx	xx.xx%

- 3.3 The approved project costs and interim accounts shall not be construed as a final approval of costs. The final amount of eligible costs and funding will only be determined after FFG has audited and approved the documents evidencing the proper use of the funding (final approval).

§ 4 Eligible costs

- 4.1 Eligible costs shall be taken to mean all costs and expenses attributed to the project, which result directly, actually and additionally to the normal operational costs during the duration of the funded project. Additional provisions on eligible costs may result from the RTD Guidelines ("FTE-Richtlinien")

- 4.2 Personnel costs shall be eligible for funding up to the amount of the reference value laid down from time to time in accordance with Section 8 of the “Regulation of the Federal Minister of Finance concerning the guidelines for determining and setting out the financial effects of new legislative measures” (Federal Law Gazette II No. 50/1999, Schedule 3, as amended from time to time).
- 4.3 The value added tax payable on eligible costs is not eligible for funding. If, however, this value added tax can be proven to be actually and definitively borne by the funding recipient, i.e. if the latter is not entitled to deduct input tax, then value added tax can be taken into account as an eligible cost element. Refundable value added tax is not eligible for funding even if the funding recipient does not actually get the tax refunded. If the tax authority considers a funding as remuneration for services provided by the funding recipient to the funding provider taxable according to the Value Added Tax Act of 1994 (Federal Law Gazette No. 663) and the funding recipient is therefore liable to pay value added tax, the remuneration shall be treated as a gross amount. Any additional, separate payment of value added tax – for whatever legal reason – is thus excluded.
- 4.4 If the payback period of a fixed asset (Sec. 285 of the General Civil Code, ABGB) acquired for the performance of the service exceeds the period of performance, only that portion of the cost corresponding to the depreciation according to the Income Tax Act of 1988 (EStG) for the period of performance will be considered eligible for funding.
- 4.5 Federal funding must not be used to create reserves or provisions according to the Income Tax Act of 1988 (EStG), Federal Law Gazette No. 400.
- 4.6 Only costs incurred after receipt of the funding application are eligible unless otherwise provided in the programme-specific provisions of the Funding Agreement (§ 6). Costs incurred after submission of the final report and costs incurred in preparing the Agreement are not considered eligible costs.
- 4.7 Any costs incurred by the funding recipient or its partners in preparing the Agreement as well as any transfer fees shall be borne by the recipient or partner and are not considered eligible costs. Costs that are not considered eligible costs due to EU competition law provisions shall not be eligible for funding.

§ 5 Payment of funding

- 5.1 Payments will be made after written request to FFG in accordance with the following payment plan:

1 st instalment after conclusion of the Funding Agreement	EUR	xx
2 nd instalment after the end of the reporting period xx.xx.200x	EUR	xx
3 rd instalment after the end of the reporting period xx.xx.200x	EUR	xx
xth instalment after the end of the reporting period xx.xx.200x	EUR	xx
Final instalment after final approval by FFG	EUR	xx

- 5.2 Payments are made to the following account of the funding recipient:

Account holder: XXX
 Bank: XXX
 IBAN: XX
 BIC/SWIFT: XXX

- 5.3 The 1st instalment of € xxx shall be paid after conclusion of the Funding Agreement and fulfilment of the conditions and requirements agreed in § 6.
- 5.4 The remaining instalments shall be paid subject to fulfilment of all conditions (interim accounts, interim reports etc.) (see § 6, 7 and 11).
- 5.5 The final instalment of at least 10% of the total funding amount approved will only be paid once all conditions (final accounts, final reports etc.) have been fulfilled and FFG has audited and approved the documents evidencing the proper use of the funding (final approval).
- 5.6 The funding provider reserves the right to postpone, reduce or suspend the payment of funding if and as long as the proper performance of the funded project cannot be guaranteed (e.g. if the costs are not evidenced as agreed).
- 5.7 If a funding has not been paid in full or in part at the end of the financial year for which the funding has been granted as a result of the funding recipient's failure to meet the requirements specified for payment, FFG may extend the funding approval to the end of the subsequent financial year provided that the funding recipient is not responsible for the project's delay and that the project is still eligible for funding.

§ 6 Project-specific conditions and requirements

- 6.1 The following (consortium) partners will take part in the present project:
The participation of partners in Centres is regulated in the relevant agreement.
- 6.2 A valid agreement must be presented prior to payment of the 1st instalment.
- 6.3 Project-specific conditions and requirements
xxx
- 6.4 The Federal Ministry of Transport, Innovation and Technology (BMVIT) and the Federal Ministry of Science, Research and Economy (BMWFV) intend to present the project results in programme-specific brochures and on a website as part of the PR activities and dissemination of the Competence Centre Programme. The funding recipients agree to cooperate in this context with the BMVIT/BMWV and companies commissioned by the BMVIT/BMWV for this purpose (e.g. FFG) and provide relevant project abstracts.

In addition to participating in programme-specific events organised for the presentation of the project, the funding recipients also agree that an outline of the project content including contact details and relevant pictures will be published for this purpose. The funding recipients acknowledge the guidelines for reporting and project-specific PR work as a basis for preparing the reports and PR materials.

The funding recipient shall make express reference to the Competence Centre Programme and to BMVIT/BMWV as funding provider in all publications and other activities related to the funded project.

The funding recipient undertakes to fully cooperate with any institution, federal authority or representative of the funding agency involved in evaluating the project. This obligation shall remain in force after the end of the contractual period.

§ 7 Reporting obligations

- 7.1 The funding recipient shall, within three months of project completion, provide the funding agency with a report on the funded project by submitting documents that evidence the proper use of funds, including a technical report and accounts. Additional documents shall be submitted to the funding agency upon request.
- 7.2 A technical interim report and interim accounts must be submitted within one month of the reporting deadline specified in the Funding Agreement by uploading the documents using the eCall reporting function.
- 7.3 If funding has been received for the development of a prototype the funding recipient shall inform FFG about the whereabouts and/or further use of the prototype.

§ 8 Amendments

- 8.1 Amendments to this Agreement must be made expressly and in writing in order to be valid. This also applies to any waiver of the written form requirement.
- 8.2 Any subsequent changes to the conditions and requirements specified herein may, in special circumstances, be agreed between the funding agency and the funding recipient in the form of written supplemental agreements.

§ 9 Applicable law

- 9.1 This Agreement and any annexes thereto shall be governed by Austrian law, with the exception of the conflict of laws provisions of the Austrian IPRG (International Private Law Act).

§ 10 Severability

- 10.1 If a provision of this Funding Agreement is held to be invalid the validity of the remaining provisions of this Funding Agreement shall remain unaffected. The contracting parties shall replace any such invalid provision by a provision which comes closest to the purpose of this Funding Agreement.

§ 11 Integral parts of the Agreement

- 11.1 The following documents shall form integral parts of the Funding Agreement:
 - the funding application "Projektname xxx", including any approved conditions and obligations specified in the funding recommendation
 - the Centre Plan (annex) adapted in line with the funding recommendation
 - the General Funding Conditions (Version 1, dated 2013), see Annex



Other integral parts of the Funding Agreement (as amended):

- the Programme Document dated 1 July 2013
- Guidelines for the Accounting of Project Costs in Funding Applications and Reports (version 1.3)
- Guide for K1 Centres, 3rd Call (Version 2.0 valid as from 1 July 2013)

These documents shall apply unless expressly provided otherwise in this Agreement.

11.2 The legal basis of this Funding Agreement includes in particular:

- the Guidelines for the Promotion of Industrial/Technological Research and Technology Development (RTD Guidelines, GZ: BMVIT-609.986/0011-III/12/2007, BMWA-97.005/0002-C1/9/2007)
The extension until 30 June 2014 was approved by the European Commission on 30 January 2014. The validity of the Guidelines was extended until 31 December 2014 by the Federal Minister for Transport, Innovation and Technology on 12 March 2014 (GZ BMVIT-609.986/0004-III/12/2014) and by the Federal Minister for Economy, Family and Youth on 25 February 2014 (GZ BMWFJ-97.005/0001-C1/9/2013) in accordance with state aid legislation effective as of 1 July 2014.

The funding recipient acknowledges to have read, understood and accepted all parts of this Agreement.

**For the Funding Provider:
Österreichische Forschungsförderungsgesellschaft mbH (FFG)**

Vienna, on xx.xx.200x

Dr. Henrietta EGERTH-STADLHUBER
Managing Director

Dr. Klaus PSEINER
Managing Director

Funding Recipient

_____, on _____

(Signature, please add name and function in block letters, company stamp)