

Funding Request

**to the Federal Ministry for Arts, Culture, the Civil Service and Sport –
Division IV Arts and Culture, Concordiaplatz 2, 1010 Vienna**

for the budget year (YYYY)

Please select the department as applicable

- Dpt. 1 Bilateral Exchange of Artists
- Dpt. 2 Music, Performing Arts
- Dpt. 3 Film
- Dpt. 5 Literature, Publishing and Libraries
- Dpt. 6 Visual Arts, Architecture, Design, Fashion, Photo, Media Art
- Dpt. 7 Cultural Initiatives
- Dpt. 10 EU and International Affairs

Applicant's Name/Name of Association/Company Name

First name and surname/association name/company name

Applicant's contact person, name and telephone number

Contact data

State/Province

Post code

Town/Village

Street/Number

Fixed-line no

Mobile no

Email

Website

Application

Title of project

To be carried out (from—to)

Total costs EUR

Amount of funding applied for EUR

Funding (mandatory)

	applied for/planned EUR	authorised EUR
Municipality	<input type="text"/>	<input type="text"/>
Province department for cultural affairs	<input type="text"/>	<input type="text"/>
Province ...	<input type="text"/>	<input type="text"/>
Province ...	<input type="text"/>	<input type="text"/>
Federal Division for Arts	<input type="text"/>	<input type="text"/>
Federal ...	<input type="text"/>	<input type="text"/>
Federal ...	<input type="text"/>	<input type="text"/>
EU funding	<input type="text"/>	<input type="text"/>
Others (sponsors, etc.)	<input type="text"/>	<input type="text"/>
Own contribution (cash)	<input type="text"/>	<input type="text"/>
Own contribution (in-kind, work)	<input type="text"/>	

Bank data

Name of bank

Account name / account holder

IBAN

BIC

Legal form

A. Individual

born (DD/MM/YYYY)

Date/Place of birth

Nationality

B. Association

Central Association Register No

- Small association** with less than EUR 1 million in revenues or expenditures in two consecutive years
- Medium-sized association** with more than EUR 1 million but less than EUR 3 million in revenues or expenditures in two consecutive years
- Large association** with more than EUR 3 million in revenues or expenditures in two consecutive years

C. Company

Company Register No

- Micro company**
for a classification see sec 221 (1a) Austrian Business Code as amended
- Small company**
for a classification see sec 221 (1) Austrian Business Code as amended
- Medium-sized company**
for a classification see sec 221 (2) Austrian Business Code as amended
- Large company**
for a classification see sec 221 (3) Austrian Business Code as amended

D. Other legal form

Name

Registered under

Total revenues in the last business year

Total expenditure in the last business year

Entitled to reclaim input tax

- Yes
- No

to the extent of (in %)

Targeted impact

The following items are mandatory for associations and companies as well as institutions with any other legal form (NOT to be filled in by individuals).

1. Please name the target group(s) of your project.

2. State the measures by which you want to reach the above target group(s).

3. How does your project contribute to permanently establishing contemporary art in society?

4. Does your project contribute to actually promoting the equality of men and women in society?

- Yes
 No

If yes, in what way?

5. By which outcomes and indicators do you measure the success of your project?

Please attach as enclosures

1. Detailed description of the project and activities
2. Breakdown of the total costs including a detailed cost calculation and the desired beginning of pay-out
3. Timeline for the project
4. Statutes of the Association, company register extracts, current extracts from the association register, etc.
5. Information on the persons responsible and authorised to carry out the project
6. In the case of funding for annual activities: statement of accounts and statement of cash, liabilities and receivables as at the last 1 January (financial statements)
7. Statement of all public funding received (EU, federal, province and local level) in the past five years

Any further documents which may be required are listed on the website of the Division for Arts in the Funding Catalogue for the various types of funding.

Terms and Conditions of the Funding Agreement

The legal bases of the Funding Agreement are the Arts Funding Act (*Kunstförderungsgesetz*), Federal Law Gazette BGBl. no 146/1988 as amended, the Arts Funding Guidelines (Guidelines on the granting of funding under the Arts Funding Act by the Federal Ministry for Arts, Culture, the Civil Service and Sport (BMKOES) including the Annex pursuant to 4.3.2.: Guidelines by the Federal Ministry for Arts, Culture, the Civil Service and Sport on film funding) and the General Framework Guidelines for Granting Federal Funding (ARR 2014) pursuant to sec 3 (4) ARR 2014. Unless otherwise agreed in this Funding Agreement, this Agreement shall be based on the Arts Funding Guidelines (*Kunstförderungsrichtlinien*) and the provisions laid down in these guidelines shall be deemed as having been agreed between the parties to this Funding Agreement.

1. **Funding Request:** The Applicant shall duly complete the Funding Request, attach all required enclosures and accept the contractual terms and conditions by signing the latter without reservations or limitations.
2. **Conclusion of the Funding Agreement:** If the Applicant's request is granted, a Funding Agreement is deemed to have been concluded by service of the written grant approval to the Applicant. If the approval does not correspond to the Request, the Agreement shall be deemed having been concluded in line with the content of the grant approval upon receipt of the written approval by the Applicant, unless the latter objects in writing within 14 days. Oral agreements shall not be valid, modifications or amendments to this Agreement shall be made in writing to be effective.
3. **Realisation of the agreed project:** By accepting the Funding Agreement and the related funding, the Beneficiary undertakes to carry out the project as agreed. He/she shall allow authorised officials of the FM of Arts (BMKOES) to inspect the artistic work free of charge.
4. **Duty of notification in the event of changes:** The Beneficiary shall notify the FM of Arts in writing without delay and of his own initiative of any
 - a) modifications (except such of a very small nature), delays, the impossibility to realise the funded project, and of
 - b) changes in funding, the legal form, the persons responsible (key staff) and the address..

In these cases, the federal government may provide for new conditions and requirements, adjust the amount of funding, or completely withdraw from the Agreement if performance is significantly limited. The federal government reserves the right to terminate this Agreement at any time if the project contents are significantly changed or if the funding plan is significantly modified.

5. **Gender equality:** The Beneficiary shall ensure effective equality of men and women in their sphere of influence. The provisions of the Equal Treatment Act (*Gleichbehandlungsgesetz*), of the Federal Act on Equal Treatment of Persons with Disabilities (*Bundes-Behindertengleichstellungsgesetz*) and the prohibition of discrimination pursuant to sec 7b of the Federal Act on the Employment of Persons with Disabilities (*Behinderteneinstellungsgesetz*) shall be observed.
6. **No assignment:** The entitlement to a grant awarded may not be disposed of by assignment, transfer or pledge or in any other way.
7. **Financial accounting:** The funds will be remitted to the account stated by the Beneficiary in accordance with the grant approval. Disbursements shall only be made subject to the availability of budget funds. Delays in disbursement shall not give rise to any

claims for damages. Separate accounts shall be kept for handling the funded project. The pertaining records may be filed in the Beneficiary's general accounts.

8. **Use of funds:** The awarded funds shall be spent in an economic, efficient and effective manner and used only for the earmarked purpose in consideration of the intended artistic objective. All forms of discounts shall be made use of. When placing contracts – except for artistic works – the best bid shall be selected; if the contract value exceeds EUR 200,000, the Federal Procurement Act (*Bundesvergabe-gesetz*) shall be applied with the necessary modifications.
9. **Proof of use:** The Beneficiary shall submit a proof of use of the funds to the FM of Arts no later than by the date stated in the grant approval, submitting the records listed in the approval. At a justified request, these records shall be made available at any time. If the Beneficiary is unable to meet this deadline, he/she shall – without being requested to do so – apply for an extension of the deadline all while substantiating the reasons in writing.
10. **Retention period and obligation to provide information:** The Beneficiary shall keep all records required for reviewing whether the funds were spent as earmarked and retain them, along with the underlying vouchers, for a period of ten years following pay-out. At the request of the FM of Arts, the European Union or the Austrian Court of Audit, all vouchers of the funded project shall be submitted and/or access to these documents shall be granted as well as an on-site inspection allowed. Moreover, all required information shall be furnished.
11. **Data privacy notice / use of the logo of the FM of Arts (BMKOES) / enquiries:** Within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and of the Data Protection Act (*Datenschutzgesetz*) as amended by the Data Protection Amendment Act (*Datenschutz-Anpassungsgesetz*), the Beneficiary explicitly
 - a) agrees to the FM of Arts obtaining relevant information from third parties (e.g. tax authorities and banks) when deciding on the grant,
 - b) agrees to the FM of Arts disclosing his/her name, the purpose of funding and the amount of the grant in the Art and Culture Report as well as for statistical purposes,
 - c) confirms that the consent of third parties was obtained for the processing of their personal data, inasmuch as personal data of third parties which were necessary for initiating, managing and reviewing this Funding Agreement were used by the Beneficiary,
 - d) undertakes to refer to the funding granted by the FM of Arts in all printed materials and in his/her online presence using the current logo of the FM of Arts; non-compliance shall lead to the granted funds being cut as appropriate,
 - e) acknowledges that the FM of Arts stores and processes data exclusively within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and of the Data Protection Act as amended by the Data Protection Amendment Act. The legal basis for processing the Beneficiary's personal data is point (b) of Article 6(1) GDPR, specifically the initiation and performance of a Funding Agreement, which includes the examination of the accounts. Specifically, such personal data are processed which the Beneficiary provided in the course of application as well as such data which still needs to be provided during contractual performance. The personal data will be processed up until such time as it is possible to bring legal claims arising under the Funding Agreement.

The Beneficiary's personal data may, as necessary, be transmitted to the Austrian Court of Audit, the European Commission, the Council, the Transparency Database and the Federal Ministry of Finance. Moreover, these data may be disclosed to the legal representation of the FM of Arts, to courts and administrative authorities to enforce or defend legal claims in connection with this Funding Agreement or its initiation. Furthermore, these data may be shared with other funding authorities, especially those which are mentioned in the Funding Request.

Pursuant to the GDPR, Beneficiaries in general have a right of access, rectification, erasure, restriction of processing, data portability, withdrawal of consent and objection. Any withdrawal of consent will lead to a right of reclaim for funding already granted, with the claim to a grant then lapsing. Should the Beneficiary believe that the processing of their personal data is in breach of

data protection law or that their data protection rights have been violated in any other manner, they may lodge a complaint with the supervisory authority. In Austria, that competent authority is the Data Protection Authority.

If you have any questions regarding your grant, you may contact the Austrian Federal Ministry for Arts, Culture, the Civil Service and Sport (BMKOES) as follows:

- BMKOES, Dpt. IV/1 Bilateral Exchange of Artists, +43 1 71606-851013, iv1@bmkoes.gv.at
- BMKOES, Dpt. IV /2 Music, Performing Arts, +43 1 71606-851022, mdk@bmkoes.gv.at
- BMKOES, Dpt. IV/3 Film, +43 1 71606-851031, if@bmkoes.gv.at
- BMKOES, Dpt. IV/5 Literature, Publishing and Libraries, +43 1 71606-851052 oder -851058, iv5@bmkoes.gv.at
- BMKOES, Dpt. IV/6 Visual Arts, Architecture, Design, Fashion, Photo, Media Arts, +43 1 71606-851068, bildende@bmkoes.gv.at
- BMKOES, Dpt. IV/7 Cultural Initiatives, Museums, Popular Culture, +43 1 71606-851071, kmv@bmkoes.gv.at
- BMKOES, Dpt. IV/10 EU and International Affairs, +43 1 71606-851111, international-kultur@bmkoes.gv.at

For data privacy matters:

Data Protection Officer of the Federal Ministry for Arts, Culture, the Civil Service and Sport, +43 1 71606-664149, datenschutzbeauftragte@bmkoes.gv.at

- 12. Discontinuance and reclaim of payments:** Funding is granted in the form of financial grants or contributions which are non-reimbursable upon compliance with the terms and conditions of funding and the achievement of the purpose of funding. However, the disbursement of federal funding will be discontinued and funds already paid out must be immediately paid back, if
- a) the general requirements for funding pursuant to sec. 4 Arts Funding Act, Federal Law Gazette BGBl. no 146/1988 as amended, are not met or no longer apply;
 - b) federal or EU bodies have been misinformed or incompletely informed of major circumstances relating to the funded project, funding for the project was applied for from and/or granted by other funding bodies after submission or approval of the request and the Beneficiary failed to submit to the FM of Arts, without delay and without being specifically requested to do so, a new funding plan and the respective grant approval(s) in writing;
 - c) the Beneficiary failed or will fail to comply with his/her duty of furnishing information and evidence pursuant to (9) and (10), in spite of the deadline having been reasonably extended and the Beneficiary having been informed of the duty of repayment or the duty of notification pursuant to (4);
 - d) insolvency proceedings were instituted in respect of the Beneficiary's assets or the institution of such proceedings was dismissed for lack of assets required to cover the costs contrary to the representation given in (13);
 - e) the funds granted were not used as earmarked – the federal government may desist from reclaiming the full amount if the sum involved is a petty amount;
 - f) the funded project cannot be or has not been realised, or not realised in good time – the federal government may desist from reclaiming the full amount, if the project is eligible for funding in spite of the delay, or the completed part of the project is eligible for funding in its own right;
 - g) the Beneficiary obstructs or prevents intended controls or his/her entitlement to receive the funding can no longer be verified within the period stipulated for the retention of documents;
 - h) the Beneficiary failed to comply with the ban on assignment, transfer or pledging or any other disposition pursuant to (6);
 - i) the provisions of the Equal Treatment Act were not complied with by a beneficiary company or the Federal Act on Equal Treatment of Persons with Disabilities or the prohibition of discrimination pursuant to sec 7b Federal Act on the Employment of Persons with Disabilities were not adhered to (in these cases adequate repayment shall be made);

- j) the Beneficiary fails or has failed to observe the principle of economy, efficiency and effectiveness or other funding requirements, conditions or obligations, in particular such which were to secure the attainment of the purpose of funding, – the federal government may desist from reclaiming the full amount if the completed project is eligible for funding in spite of the contractual breach.
- k) If the reason for a reclaim is attributable to the Beneficiary, interest in the amount of 4% per annum from the day of disbursement using the compound interest method is deemed to have been agreed for the repayment amount. If the interest rate is lower than the interest rate set by the European Union for reclaimed amounts, the rate determined by the European Union shall apply.
- 13. Insolvency:** The Applicant declares that no insolvency proceedings have been brought against him/her in the past three years and, in particular, that no insolvency proceedings are pending in respect of his/her assets at the date of filing the application.
- 14. Assets:** If assets were acquired from the granted funds and are no longer needed after the completion of the project or if the purpose of funding is no longer existent or has changed significantly, the FM of Arts may ask for or order a transfer of title to those assets, free of charge, to the FM of Arts, a third party, or compensation of their current market value.
- 15. Costs:** Any and all costs and charges incurred for the drafting or execution of this Agreement shall be borne by the Beneficiary.
- 16. Place of jurisdiction and governing law:** In the event of legal disputes arising from the Funding Agreement, the courts having subject matter jurisdiction for 1010 Vienna shall be the competent courts. Austrian law shall apply exclusively, conflict-of-laws references to foreign law are not applicable.

Signing

I declare that the information provided in the Funding Request and the enclosures is true and that the project cannot be carried out, or cannot be carried out in full, without the funding applied for. In the event that funding is granted, I accept the above-mentioned contractual conditions without reservation on the basis of the Arts Funding Act as amended.

I confirm that I have taken note of the Arts Funding Guidelines and the 2014 ARR guidelines (both published on the website of the FM of Arts), which apply on a subsidiary basis.

Moreover I acknowledge that there is no legal entitlement to funding being awarded.

Place and date

Name (capital letters)

Function

Digital or handwritten signature of the authorised body/ies (please make sure to comply with joint signing requirements)