



BACID Fund for Know-How Transfer Actions

GRANT CONTRACT

Project number: <.....>

The following contract is concluded between
Austrian Association of Cities and Towns (AACT)
(hereinafter: Contracting Authority),

Address: Rathaus, Stiege 5, Hochparterre 1082 Wien, Austria

On behalf of the Austrian Development Agency (ADA) based on the contract on the
implementation of programme “Capacity building in the countries of the Western Balkans and the
Republic of Moldova”

on one hand,

and

<Applicant institution>

Address: <address, postal code, town, country>

acting as Grantee (hereinafter referred to as Grantee)

on the other hand,

hereinafter jointly referred to as Parties,

have agreed as follows:

Article 1

- 1.1. The purpose of this Contract is the award of a grant by the Contracting Authority for the implementation of the Action entitled: <title of the Action> (the "Action") described in Annex *Application Form*.
- 1.2. The Grantee shall be awarded the grant on the terms and conditions set out in this Contract, which consists of this document and the annexes.
- 1.3. During grant implementation, the Grantee is obliged to respect the principles as defined in the ADA Manual on Environmental, Gender and Social Impact Management.¹

Article 2

- 2.1. This Contract shall enter into force on the date when the last of the two Parties signs.
- 2.2. The Action will be implemented in the period of 6 months after the Contract enters into force, including the reporting period.
- 2.3. Any reasons that delay or prevent the implementation of the Action shall be immediately reported to the Contracting Authority, using the contact given in Article 5.
- 2.4. Should the experts as named in the Application Form change after signing of the Contract, an adequate substitute expert must be named to the Contracting Authority in advance of the implementation of the Action. To ensure the Action will be implemented in the same quality, the CVs of the substitute experts must be provided as well as a justification of the change in experts.
- 2.5. The execution period of this Contract shall end at the moment when final payment is paid by the Contracting authority, in line with the provisions of Article 4.

Article 3

- 3.1. The estimated value of the contract is <as per approved Application Form> euro, while the real amount to be paid to the Grantee shall be determined based on real costs encountered and shall not be higher than the estimated value.
- 3.2. The Grantee shall use the funds in accordance with the principles of economy, efficiency and effectiveness.
- 3.3. The payment shall be made after the Action is implemented and request for payment submitted to the Contracting Authority in line with the provision of Article 4.

Article 4

- 4.1. Narrative and financial report shall be submitted in support of payment request, using the templates provided by the Contracting Authority with the Application Form that is a part of this Contract.
- 4.2. Together with the report and materials produced during the Action, the Grantee shall submit original supporting accounting documents:

¹https://www.entwicklung.at/fileadmin/user_upload/Dokumente/Publikationen/Handbuecher/Environmental_and_Social_Impact_Management/EG_SIM_Manual_Juni2018.pdf

- For justification of costs of FEES
 - Invoice or salary slip of expert/s specifying the number of working days and total fees
 - Completed and signed timesheets (using provided templates- please note that the maximum number of working hours per day is 8, and the travel time cannot be charged as working hours)
 - Bank statements on transfers made. The cash receipt for fees are not acceptable!
 - For justification of costs of PER DIEMS
 - Bank statement on transfer made to expert's account OR signed receipts for cash payments with the words "cash received".
 - For justification of costs of TRAVEL
 - Bank statements on transfers made if paid through the account, OR original invoice for the ticket,
 - Original boarding passes or used train/bus tickets, or, in case of car costs, the justification of the choice of car as the most rational means of transport and calculation of the amount spent per kilometres travelled, in line with the Austrian legislation².
 - For justification of costs of EVENTS
 - Original invoice / bill issued by the service provider,
 - Bank statement on transfer made to the service provider.
- 4.3. No other costs than foreseen in the Application Form shall be accepted. All transfers must be paid through the account of the Grantee in order to be refunded by the grant.
- 4.4. The Contracting Authority may request additional clarifications on submitted documents before the approval of the report, not later than 30 days after the submission of the Report.
- 4.5. The payment shall be made not later than 30 days after submission of all documents as per Article 4.4.

Article 5

- 5.1. The BACID Fund is managed by the BACID implementation team of the KDZ Centre for Public Administration Research.
- 5.2. Any communication relating to this Contract must be in writing, state the number and title of the Action and be sent to the following email addresses: bacid@kdz.or.at.
- 5.3. The report and supporting documents shall be submitted in hard copy to the following address:

KDZ – Centre of Public Administration Research
c/o BACID Fund
Guglgasse 13, 1110 Wien, Austria

² Verordnung der Bundesregierung vom 29. März 1955, betreffend die Gebühren bei Dienstreisen, Dienstverrichtungen im Dienort, Dienstzuteilungen und Versetzungen (Reisegebührevorschrift 1955) StF: BGBl. Nr. 133/1955 idF BGBl. Nr. 223/1956 (DFB), ABSCHNITT II- Dienstreisen, § 4, UNTERABSCHNITT A- Reisekostenvergütung, § 10 und § 11 (<http://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&Gesetzesnummer=10008156>)

Article 6

The following documents are annexed to this Contract and form an integral part of the Contract:

- Application Form as Excel file that includes the following sheets:
 - Instructions
 - Presentation of the Action and Report
 - Action Budget and Financial Report
- Partnership Agreement between Grantee and its Partners on the implementation of the Action.

Article 7

In case of any issues arising from the Contract, the Parties agree to find an amicable and mutually acceptable solution. If the Parties fail to do so, all disputes shall be settled under the Austrian Law.

Done in English in two originals, one original for each Party.

For the Grantee

Name

Title

Signature

Date

For the Contracting Authority

Name Thomas Weninger

Title AACT Secretary General

Signature

Date

Name Thomas Prorok

Title KDZ Deputy Managing Director

Signature

Date