

Regulations for the Financial Support of Development Co-operation Projects

*A Programme of the Austrian Federal Ministry for Foreign Affairs,
effective from 1996, as amended in April 2003*

1. Description

Projects aiming at a lasting improvement of living conditions and development perspectives of the population in developing countries are eligible for joint financial support from private sources and the bilateral Austrian technical assistance (Federal Ministry for Foreign Affairs – Department of Development Co-operation, according to the Development Assistance Act/Entwicklungszusammenarbeitsgesetz).

2. Potential recipients of financial support

Legal entities such as associations, foundations, trade unions, central, regional and local authorities and other public law entities **based in Austria**.

The applicant for financial support assumes advocacy for the project partner in the South, who as a general rule, is a resident non-profit organization with an appropriate structure. As a representative of civil society, the project partner in the South is also in charge of project planning and project implementation and disposes of sufficient operational and administrative skills for project implementation.

In special cases, where appropriate local NGOs or other organizations of civil society do not exist, also ministries, authorities of local self-government or other local actors may take over the role of the local partner.

3. Targets for eligible projects include...

- direct fight against poverty
- establishing and increasing the self-help potential of the beneficiaries
- strengthening democratic structures
- supporting the economic and social development of the population
- encouraging the development of human resources through education and counselling
- strengthening the position of women in the development process (women/gender relevance)
- environmental relevance

4. Areas for eligible projects

4.1 Programme countries

- 8 priority countries: Ethiopia, Burkina Faso, Cape Verde, Mozambique, Rwanda, Uganda, Nicaragua and Bhutan, and
- 12 co-operation countries: Burundi, Kenya, Namibia, Senegal, Zimbabwe, Tanzania, Costa

Rica, El Salvador, Guatemala, Nepal and Pakistan and South Africa;

4.2 Other eligible countries ("global area")

Developing countries outside Europe according to the definition of the OECD Development Assistance Committee (DAC).

5. Share of support

- In programme countries projects are subsidised up to a maximum of 50 %
- In other eligible countries costs are subsidised up to a maximum of 25 %

6. Cost estimate

Only those actual costs which are directly related to the implementation of the project and for which receipts confirming payment can be provided shall be acknowledged as eligible costs.

The cost estimate for the implementation of the project comprises costs of the following types:

6.1 Direct costs

1. planning costs
2. investment costs (e.g. for purchase and transport of goods, capital for revolving funds or other credit systems)
3. operating costs (e.g. for the use (rent or lease) of real estate and buildings, electricity, operating resources)
4. personnel costs (for staff directly participating in the project)
5. provision for inflation and contingencies (up to max. 5 % of the sum of the costs listed under 1.-4. above)
6. expenses for public relations (not exceeding 10 % of direct costs)

6.2 Indirect costs

(up to max. 8 % of direct costs)

All administrative costs incurred by the applicant in Austria (such as communication costs, e.g. for telephone, fax, office supplies, secretarial work).

The applicant shall present the eligible costs in detail in a cost estimate plan.

7. Financing plan

On the basis of the cost estimate plan according to item 6 above, the applicant shall produce a financing plan indicating the shares that the individual financing partners will contribute annually. For each accounting period, proportional financing indicating the individual contributions (i. e. applicant's own funds plus FMfFA support plus any other grants) shall be documented.

Total financial support provided by public federal funds shall not exceed the co-financing rate of 50 % or 25 % (depending on the project country).

7.1 Applicant's own funds include

apart from direct income or property at the direct disposal of the applicant, all those means provided to the applicant or the project by private parties (e. g. sponsors, donors), except for grants by public-law organisations or central, regional and local authorities. As a rule, the applicant's own funds should be raised in Austria.

- Share of applicant's own funds: The applicant's own funds shall be at the disposal of the applicant before the start of the project, or at least a binding commitment of donors shall be provided. The applicant shall provide a minimum share of the project funding, amounting to at least 15 % of total project costs.
- The share of contributions by the applicant in the partner country (e.g. providing personnel, office space) shall be indicated, but will not be taken into account for the basis of assessment.

7.2 Support on the part of the FMfFA

The maximum support provided by the FMfFA is **Euro 73.000.-** for individual projects with a duration of three years.

8. Applications consist of

- brief description of the project (Annex 1)
- detailed description of the project following the presented structure (Annex 2)

The Appendix includes a model application for Annex 1 and project guidelines for Annex 2. (The corresponding forms are also available via e-mail.)

9. Applications shall be submitted...

- at the latest by **30 April** and **31 October**, respectively
- to Kommunalkredit Public Consulting GmbH (for contact address see 13. below)

10. Decision on granting support

The Federal Ministry for Foreign Affairs will decide in June and December, respectively, following the examination of applications for the support of projects on the basis of a priority ranking.

When examining the applications, the FMfFA will especially consider

- the ability of the applicant to mobilise solidarity and private funds for project work in the developing countries;
- the ability to promote projects suggested by the project partner in the developing countries;
- the manner and scope of co-operation and co-ordination with similar organisations;
- the administrative capacity of the organisation and the way in which obligations assigned in earlier supported projects were fulfilled in the past;
- the creditworthiness of the applicant;
- the participation of the beneficiaries among the population as partners in planning and implementing the project;
- the definition of clear objectives and measures that can be realised within an adequate period of time.

Applicants shall not be entitled to assert claims to financial support.

11. Employment of Civil Servants

The employment of civil servants in the project implementation shall be stated in the application.

12. Anti-Corruption Provision

The recipient of financial support shall acknowledge following anti-corruption clause, which makes part of the financial support contract.

“No offer, gift or payment, or consideration of benefit of any kind, which constitutes an illegal and corrupt practice, shall be made to anyone involved with the implementation of the project, either directly or indirectly, as an inducement or reward for the award or execution of any part of this Agreement. Any such practice will be reason for terminating this Agreement or for taking other corrective action deemed to be appropriate by the Donor/Austria.”

13. Contact addresses

For advice on the regulations, procedures for application, handling and accounting and specific consulting from the stage of application to the final settlement of accounts please contact:

Kommunalkredit Public Consulting GmbH

Türkenstr. 9

A-1090 Vienna/Austria

Mag. Andrea Schmid

Tel.: +43-1-31 6 31/440

Fax: +43-1-31 6 31/104

e-mail: A.Schmid@kommunalkredit.at or

Mag. Sabine Vodencarevic

Tel.: +43-1-31 6 31/460

Fax: +43-1-31 6 31/104

e-mail: S.Vodencarevic@kommunalkredit.at

The internet site <http://www.bmaa.gv.at/eza> provides various information on development policy, project-related topics and issues, as well as recommendations as to competent contacts in other institutions and departments and information on seminars and specific development-related events.

For any further information please refer to Federal Ministry for Foreign Affairs (FmFFA)

Department for Development Co-operation

BMaA-VII.A/2d

R DIng. Wolfgang Moser

Tel.: +43-1/53 115-4471

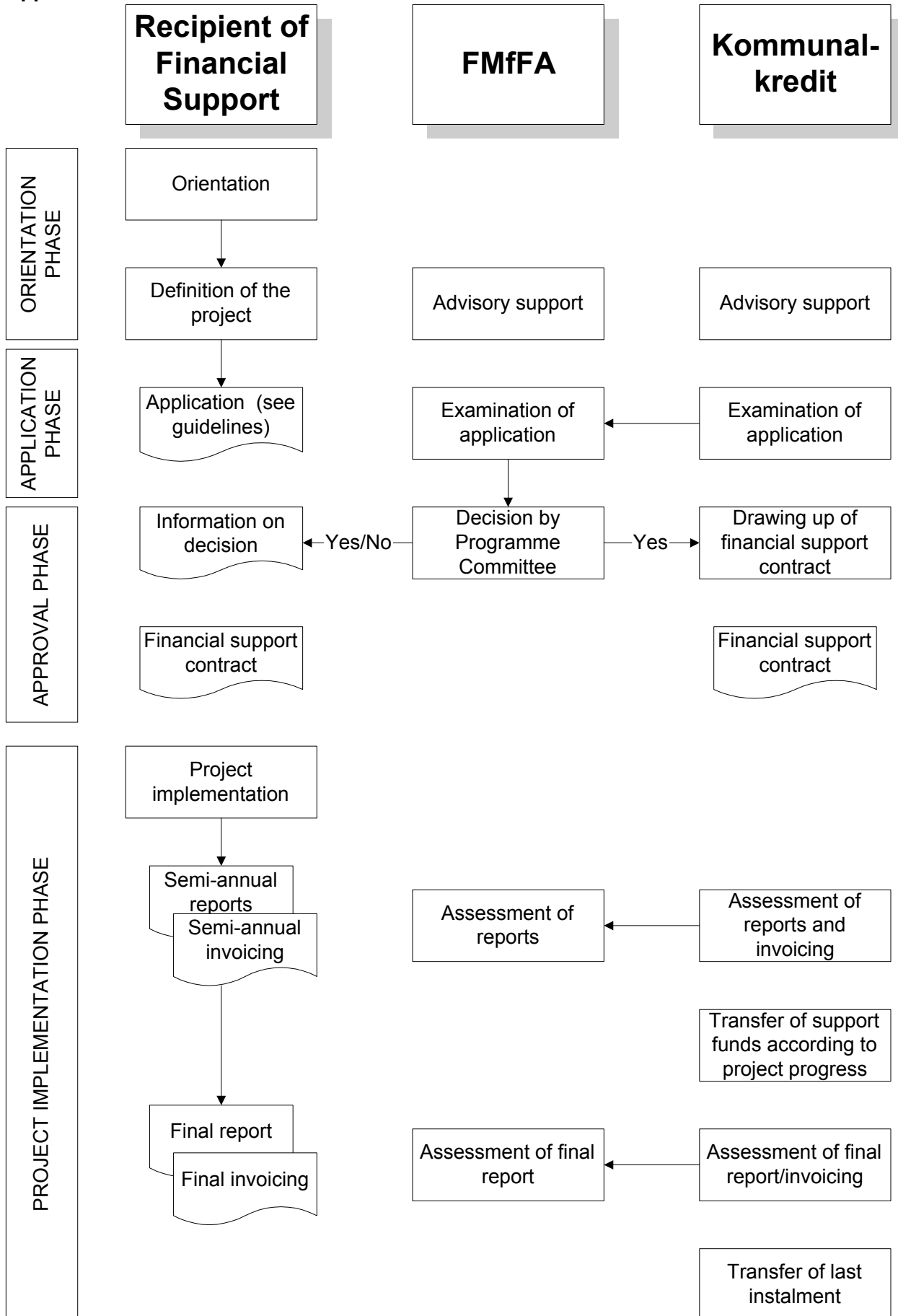
Minoritenplatz 9

Fax: +43-1/53 185-272

A-1014 Vienna/AUSTRIA

e-mail: Wolfgang.Moser@bmaa.gv.at

Appendix A: PROJECT CYCLE STEP BY STEP



PROJECT CYCLE IN DETAIL

| The project cycle comprises the following steps: | Applicant | FMfFA | KK |
|--|-----------|-------|----|
| 1. ORIENTATION PHASE | | | |
| The applicant defines the project: Interested parties get together in informal working groups and development policy initiatives, organise information events, collect donations and promote projects. Contact to other action groups with experience in the field, NGOs and development policy institutions for exchange of information and experience is established. Project initiatives and suggestions from partners in the developing countries are registered. | X | | |
| 2. APPLICATION PHASE | | | |
| Examination of viability and preparation of a framework for the project in co-operation with the project partner Formulation of the application for financial support according to the simplified scheme (see Annex 1) and detailed presentation of the project (see Annex 2) with due regard to the present special regulations (both forms to be found in Appendix B) Application for financial support by submitting the application form according to the regulations (Annexes 1 & 2 – see Appendix B) to Kommunalkredit Public Consulting GmbH at the latest by 30 April and 31 October, respectively | X | | |
| 3. APPROVAL PHASE | | | |
| Examination of application and preparations for a decision by the FMfFA (environmental impact analyses where applicable; applications concerning programme countries are referred to the co-ordination offices) | | X | X |
| Subsequent presentation of any missing documents or information while the application and the financial soundness of the applicant are examined by the FMfFA and Kommunalkredit, respectively | X | | |
| Decision procedure in the FMfFA programme committee, which selects among the presented applications for co-financing of projects twice a year | | X | |
| Drawing up the financial support contract | | | X |
| Conclusion of the contract between the applicant (recipient of financial support) and Kommunalkredit Public Consulting GmbH on behalf of the FMfFA | X | | X |
| 4. IMPLEMENTATION PHASE | | | |
| Implementation of the project according to the financial support contract | X | | |
| After at least half of the recipient's own funds have been contributed, corresponding documentation (e.g. copies of invoices) shall be presented to Kommunalkredit, who will then effect payment of the first instalment | X | | |
| Transfer of the first instalment to recipient's bank account by Kommunalkredit | | | X |
| Reports on the progress of the project and invoicing/ rendering of accounts twice a year | X | | |
| Assessment of reports and invoicing as to the correctness of contents and calculation | | X | X |
| Transfer of subsequent support instalments proportional to project progress | | | X |
| Submission of the final report / invoicing | X | | |
| Assessment of final report / invoicing, sample audits by the FMfFA-Depts. VII.2 and 6; evaluations by Dept VII.6 | | X | X |

**APPENDIX B: MODEL APPLICATION
APPLICATION - ANNEX 1**

Kommunalkredit Public Consulting GmbH
Türkenstraße 9, 1090 Vienna
Mag. Andrea Schmid
Tel. 01/31631-440, E-mail: a.schmid@kommunalkredit.at

**APPLICATION FOR THE FINANCIAL SUPPORT OF A PROJECT BY THE
AUSTRIAN DEVELOPMENT CO-OPERATION**

1. Applicant:

2. Project Partner in the Developing Country:

| | |
|---|--|
| Name:: | Name: |
| Legal Form of Organisation: | Legal form of Organisation: |
| Address: | Address: |
| Telephone, Fax: | Telephone, Fax: |
| E-mail: | E-mail: |
| Bank, Account No. , Bank identification code: | Bank, Account No., Bank Identification Code: |
| Authorised to sign: | Authorised to sign: |
| In charge of the project: | In charge of the project/contact: |

3. Title of the project (short title, if any):

| |
|--|
| |
|--|

New Project

Application for modification

Application for extended duration

For above mentioned project the applicant applies for a grant amounting to:

| | |
|-------------|-------------------|
| EUR: | (% of total cost) |
| Country: | Region/Area: |
| Duration: | From-To: |

4. Description of the target group(s) and of the partner in the developing country

(please include appropriate documentation):

5. Brief description of aims and planned measures:**6. Schedule:****7. Planned costs of the project:****8. Financing plan:**

Calculated financing structure of the project / total expenditure (in Euro, excluding the financial contribution of the project organisation in the partner country):

Financial support by the FMfFA in %:

| Year | Total expenditure | Applicant's own funds | Other financial grants raised by public funding (e.g. employment of civil servants). In the case of several institutions please indicate individual grant sums. | FMfFA | |
|----------------------|--|-----------------------|---|--|--|
| | Excluding contributions by the project organisation in the partner country | | | Desired FMfFA support according to application | Project organisation in the partner country* |
| 1 st year | | | | | |
| 2 nd year | | | | | |
| 3 rd year | | | | | |
| Total | | | | | |
| Share | 100% | % | % | % | |

* will not be taken into account for the basis of assessment

The applicant confirms that the above data is correct and complete and accepts all obligations assigned to him under the special regulations for the support of projects by the Development Co-operation of the FMfFA , effective from 1996, as amended in Decemer 2002. If the application is approved, the applicant agrees to conclude a financial support contract including support conditions according to the model contract annexed to the special regulations.

 Place and date

 Signature of applicant

APPLICATION - ANNEX 2GUIDELINES FOR THE PRESENTATION OF THE PROJECT**1. APPLICANT**

- Description of the organisation (address, legal form, date of foundation, references etc.)
- To be enclosed: articles of association or corresponding documents indicating who is authorised to sign;
- Also to be enclosed, if applicable: annual reports

2. INITIAL SITUATION, PROBLEM ANALYSIS

- Give a brief description of the situation in the partner country; geographical presentation (map).
- Describe the position of the project in the national political setting of the partner country; outline the specific situation in the region concerned; give a presentation of the problem to be solved; if possible, indicate relevant sector (e. g. project in the sector of health, education, crafts, social work etc.).
- Describe the framework conditions necessary for the implementation of the project.
- Give an overall assessment of the project as to the strengths, weaknesses, opportunities and risks it represents.

3. PROJECT PARTNER AND TARGET GROUP

- Name, address and legal form of the organisation
- Institutional prerequisites met by the project partner (date of foundation of the organisation, number and type of projects carried out so far, etc.)
- Who is the target group of the project and what are their interests?

4. ACTIVITIES AND THEIR IMPLEMENTATION, TIME SCHEDULE

- Describe the planned activities and how they are to be implemented (planning, phases of implementation, delivery and completion).
- What are the key activities and who is responsible for their implementation? Enclose curricula of the persons involved in the implementation.
- Draw up a schedule indicating the individual project activities as planned and their exact duration.
- Goods provided and services performed by the partner in the partner country (personnel, payments in kind, other services).
- Consulting for the partner as to administrative, financial or legal matters or matters of planning, performed by the applicant.

5. OBJECTIVES AND INDICATORS - EXPECTED RESULTS

- What are the immediate objectives targeted by the measures? (Note: the number of objectives should be strictly limited so as to allow for concrete implementation. The objectives should be specified by the target group, if possible.)
- Name indicators and verifiable indications that the objectives can be achieved (What are the arguments in favour of the possibilities of implementation of the project? Name the corresponding indicators).
- What quantitative and qualitative results are to be expected as outcomes of the activities?
- What long-term and overall effects are expected to arise from the project?
- Give an assessment of the sustainability of the project (economic and social soundness, effects on existing economic cycles, nature and the environment) and its targets related to women/gender relevance and fairness.

6. COST ESTIMATE, BASIS OF ASSESSMENT, PLANNED COSTS

The costs estimated as a basis of assessment for the project consist of the following costs:

6.1 Direct costs

1. planning costs (e. g. construction planning)
2. investment costs (e.g. for purchase and transport of goods, capital for revolving funds or other credit systems)
3. operating costs (e.g. for the use (rent or lease) of real estate and buildings, electricity, operating resources)
4. personnel costs (for staff directly participating in the implementation of the project)
5. provision for inflation and contingencies (up to max. 5% of the sum of the costs listed under 1.-4. above)
6. expenses for public relations (not exceeding 10% of direct costs)

6.2 Indirect costs

All indirect costs, i. e. administrative costs incurred in Austria (up to max. 8% of the sum of the direct costs).

7. FINANCING PLAN, ESTIMATE OF FMFFA CO-FINANCING

For the estimated costs/basis of assessment (see 6. above), a financing plan detailing the share of the applicant's own funds, the FMfFA's support according to the application, and any other grants financed from public sources has to be established. The applicant's own funds and means from other financing sources shall be listed separately.

Any goods or services provided by the project organisation in the partner country should also be indicated. However, these contributions will not be taken into account for the basis of assessment and will not have to be included in the accounts.

For projects with a duration of two or more calendar years, a financing plan shall be established for each year separately.

Appendix C: Prerequisites for Financial Support

General prerequisites for financial support

Project implementation

The project shall be implemented according to the schedule stipulated in the financial support contract on the basis of the application. Only goods purchased and services rendered, respectively, within the stipulated project duration shall be acknowledged and be eligible for support.

The granted support funding shall be used economically and only for the purpose for which it has been granted. The recipient of financial support shall exercise the diligence of a prudent businessman and the required circumspection and expertise.

The recipient of financial support shall immediately communicate to Kommunalkredit Public Consulting GmbH any occurrences which would either delay the implementation of the supported project or render said implementation impossible or would make it necessary to modify any provisions of the financial support contract or any other stipulated obligations or conditions.

The recipient of financial support shall not settle prices or fees higher than the prices and fees usually charged in the relevant industry or place, for goods to be purchased and/or services to be rendered according to the project document. In the case of purchases of goods in Austria and/or the provision of services amounting to Euro 1.500.- the prices or fees of at least two suppliers or providers shall be compared, to determine the best bidder, who shall receive the contract. (For purchases of goods or services amounting to Euro 7.500.-, three offers, up to Euro 22.000.- five offers shall be invited. For purchases of goods and services exceeding Euro 22.000.- an invitation to tender shall be issued.) Rebates, discounts etc. shall be made use of by the recipient of financial support and shall be included in the settlement of accounts.

Accounting and settlement practices

The bank account specified in the application and/or the financial support contract shall be used exclusively for support funding granted by the Federal Ministry for Foreign Affairs for the supported project. Settlement for the project shall be carried out separately from the rest of the settlement operations of the recipient of financial support, while the pertinent vouchers may be filed in the general accounting system of the recipient of financial support. The recipient of financial support shall be obliged to preserve safely and orderly all and any books and vouchers in connection with the financial support granted, for a period of 10 years as from payment of the last partial amount of the support sum.

The goods that have to be purchased for the project partner in the developing country, by using support funding, shall be acquired directly for the project partner in the developing country, according to an agreement that shall be made between the recipient of financial support and the project partner in the developing country within 6 months following the conclusion of the financial support contract. Kommunalkredit Public Consulting GmbH shall be notified of this agreement immediately after it has been concluded.

The recipient of financial support shall keep a list of any goods which are expressly, or according to their nature, determined for the use of the recipient of financial support, and purchased by using support funding, if the individual purchasing price of such a good exceeds the amount of Euro 400.-. A copy of this list shall be made available to Kommunalkredit. Motor vehicles shall be carefully handled, duly maintained and adequately insured; they shall only be driven by authorised persons. After the project has been completed, or in the case of cessation, or a fundamental change, of the purpose for which support has been granted, the recipient of financial support, upon request on the part of Kommunalkredit, shall be obliged to either arrange for the gratuitous transfer of goods that have been acquired for the project and whose individual purchasing prices exceed the amount of Euro 1500.- to a third party nominated by Kommunalkredit, or to provide compensation corresponding to the current value of said goods or to hold said goods gratuitously for further use.

Reporting

Every six months the recipient of financial support shall submit a written report (semi-annual interim reports) on the progress of the project and on the use of the support funding in the past six months, including invoicing. The recipient of financial support shall submit a final report including a detailed final account / invoicing no later than two (2) months after completion of the project.

Both the reports and the invoicing shall be sent (if possible also per e-mail) to Kommunalkredit. The pertinent reporting dates shall be specified by the financial support contract.

The reports and accounts shall be submitted within an eight-week deadline.

The report shall account for the use of support funding granted from federal funds and any progress made, and the invoicing provided shall include a breakdown of receipts and expenses established by vouchers and in accordance with the cost estimate plan in the appendix of the application or financial support contract.

The reports shall follow the presented structure (cf. Annexes 1 and 2). While the application shall describe the situation as planned (expected), the interim reports shall present the actual situation in the reporting period. Thus all activities carried out in the reporting period shall be specified, including compliance with the schedule as well as the reasons for any change of said schedule or any delay, and furthermore, the degree to which objective indicators have been met shall be stated. The invoicing shall follow the cost structure presented (cf. Annex 2), and shall, in addition to detailed cost items, also include a summary statement of cost groups according to the application.

The report, as well as the invoicing, shall always cover the project as a whole. The contents of the report and the invoicing shall cover all receipts and expenses the recipient of financial support has obtained or effected, respectively, in connection with the project even if the recipient of financial support also uses his own funds or funds provided by a third legal entity. When accounting, the person responsible for the project in Austria, as the receiver of invoices, shall confirm with his signature that the respective goods or services have been duly delivered or rendered, respectively, that the invoices have been checked and that they are correct with regard both to contents and calculation.

For the settlement of accounts the original vouchers shall be submitted to Kommunalkredit Public Consulting GmbH for the purpose of checking and auditing.

Invoices, receipts confirming payment and the corresponding exchange rate vouchers shall be submitted as supporting documents. The Austrian project organisation shall be obliged to check the invoices submitted by the local project organisation and to make and sign a corresponding entry – e.g. "(contents and calculation) checked" or "OK". If the person in question cannot check this they shall make an agreement with their contractual partner in the developing country, in which the latter confirms that the good or service in question has been delivered or rendered, respectively, or they shall submit a corresponding confirmation by an authorised third party (e.g. a co-ordination office or the chancellor of an embassy). Confirmations by acknowledged and authorised auditors shall also be accepted in this regard.

Transfer of support funding

As a rule, after the start of the project at first a minimum of half of the funds provided by the recipient of financial support itself shall be contributed before the first instalment of the funding granted by the FMfFA is transferred. In well-founded exceptional cases a first instalment of the funding granted by the FMfFA may be transferred after checking the financial soundness of the recipient of financial support and on the approval of the FMfFA. A corresponding document on the use of the funds provided by the recipient of financial support itself shall be submitted to Kommunalkredit Public Consulting GmbH before a proportional first instalment is transferred.

After the report on the progress of the project has been duly filed in accordance with the financial support contract (i.e. interim reports and intermediate accounts / invoicing as well as any information on funds applied for but not needed any further), and after checking by Kommunalkredit, further instalments of the FMfFA granted funding are transferred proportionally according to the progress of the project. Any invoicing shall always refer to the total project sum.

Application for modification

Modifications of the project implementation or the financing plan (e.g. extended duration, re-dedication, capital increase) shall be applied for in writing at Kommunalkredit Public Consulting GmbH. Such modifications include:

- extension of project duration
- (reduction of) or application for additional funding (non-recurrent increase)
- changes in cost items, in which case the recipient of financial support shall be entitled to overrun individual cost positions by a maximum of 10 % (but by not more than Euro 4.000.-) without a separate written approval, if this overrun is offset by reductions in other cost items and if the total project sum is not exceeded.

Inspection and auditing

The recipient of financial support shall be obliged to give Kommunalkredit Public Consulting GmbH and representatives of, or persons authorised by, the Federal Ministry for Foreign Affairs permission to inspect their books and vouchers and other documents necessary for the purpose of inspecting the implementation of the supported project as well as inspection on-site, and they shall provide, or have competent persons provide, any further relevant information in connection with the project, with the inspecting body deciding on such a connection.

The recipient of financial support shall submit to an inspection of the use of support funding on the part of the Court of Audit pursuant to Art. 13(3) of the Court of Audit Act (Rechnungshofgesetz) of 1948, Bgbl. No. 144.

The recipient of financial support shall give their consent that the Federal Ministry for Foreign Affairs, represented by Kommunalkredit, obtain information in connection with the project in question from third parties, and especially from fiscal authorities and banking establishments.

Prohibition of claim assignments

The recipient of financial support shall be obliged not to assign claims arising from said financial support.

Employment of Civil Servants

The employment of civil servants in the project implementation process shall be stipulated in the application for financial support.

Anti-Corruption Provision

The recipient of financial support shall acknowledge following anti-corruption clause, which makes part of the financial support contract.

“No offer, gift or payment , or consideration of benefit of any kind, which constitutes an illegal and corrupt practice, shall be made to anyone involved with the implementation of the project, either directly or indirectly, as an inducement or reward for the award or execution of any part of this Agreement. Any such practice will be reason for terminating this Agreement or for taking other corrective action deemed to be appropriate by the Donor/Austria.”

Publication

The FMfFA logo and the note "supported from funds of the Austrian Development Co-operation of the Federal Ministry for Foreign Affairs" shall be printed or affixed at a prominent place or on any advertising material, in publications related to the co-financed project as well as on supported machines, equipment and buildings, in the official language of the country in question. Kommunalkredit Public Consulting GmbH and/or the FMfFA shall be notified of publications on the project by the recipient of financial support in the context of their regular reports.

The Federal Ministry for Foreign Affairs and Kommunalkredit Public Consulting GmbH shall be entitled to issue their own publications on the project in an adequate way. The recipient of financial support shall be entitled to exclude from publication any communications that have been understood as confidential.

Special prerequisites for financial support

So far as Kommunalkredit Public Consulting GmbH transfers instalments before the point of time at which they are actually needed, the recipient of financial support shall put out this funding at interest, at least at the interest rate granted for savings deposit payable on demand. The respective interest earnings shall be transferred to Kommunalkredit Public Consulting GmbH when submitting the next intermediate invoicing, or, if no further intermediate invoicing is scheduled, when submitting the final invoicing.

Cessation and reclamation of financial support

The recipient of financial support, upon a written request on the part of Kommunalkredit, shall be obliged to reimburse the entire, or part of, the support funding within a period of 14 days, and at the same time any warranties with respect to the granting of support funding, so far as it has not yet been transferred, shall expire, if

1. representatives of, or persons authorised by, the Federal Ministry for Foreign Affairs have been incorrectly or incompletely informed about material circumstances;
2. any general or special prerequisite for financial support stipulated in this financial support contract has not been observed;
3. any reports provided for or pertinent documents have not been submitted or necessary information has not been provided, if a written reminder stipulating a corresponding deadline and expressly indicating the legal consequences of non-compliance has been sent but has been of no avail;
4. any occurrences which would either delay the implementation of the supported project or render said implementation impossible or would make it necessary to modify it have not been communicated immediately;
5. bankruptcy or insolvency proceedings or preliminary proceedings according to Art. 79 of the Insolvency Act (AO) have been instituted against the assets of the recipient of financial support or if bankruptcy proceedings have been discontinued due to insufficient cost-covering assets before the supported project has been completed, so that above all the purpose of financial support shall be deemed unachievable or insecure;
6. the recipient of financial support obstructs or prevents any stipulated inspection measures or if entitlement to the use of financial support can no longer be established within the period of time of seven (7) years following payment of the support funding, during which the relevant documents have to be preserved;
7. the entire, or part of, the support funding has not been used in accordance with the intended purpose;
8. the project cannot be, or has not been, implemented at all, or not in time; or if
9. the prohibition of claim assignments has not been observed.

For cases referred to under 3., 5., 6., 7. and 9 it shall be stipulated that the amount reclaimed shall, in any case, bear an annual interest rate of 2 % above the current interest rate for the purchase of securities of the Austrian National Bank as from the day on which it has been transferred, while in the rest of the cases such a stipulation with regard to interest for reclaimed amounts shall only be effective if a reason for a reclamation has been brought about through the fault of the recipient of financial support or of persons who have acted on their behalf with regard to the execution of documents relevant for the grant of financial support or with regard to the implementation of the supported project. This does not affect any further claims under civil law.

The recipient of financial support shall be obliged to make every possible effort to implement the project according to the project framework and the schedule. If, for reasons beyond the control of the recipient of financial support, the project cannot be implemented, and not even within a reasonable additional period of time to be stipulated should the case arise, the recipient of financial support shall terminate the project immediately, and submit a winding-up report as well as a final account/invoicing and repay any support funding that has already been transferred but not used. The physical goods acquired in the developing countries by using support funding shall continue to be used in accordance with the objectives and principles of the Austrian Development Co-operation in consent with Kommunalkredit Public Consulting GmbH (see 4.2.4.).

The FMfFA shall be entitled to require that the recipient of financial support presents a bank guarantee for securing any demands for reclamation.

Please send also per e-mail to: s.vodencarevic@kommunalkredit.at

xx. Interim (or Final) Report Co-Financing Project 1791-xx/xx

(according to the application form)

Applicant for financial support:

Project partner in the developing country:

| | |
|---------------------------|-----------------------------------|
| Name: | Name: |
| Address: | Address: |
| Telephone, Fax, e-mail: | Telephone, Fax, e-mail: |
| In charge of the project: | In charge of the project/Contact: |

Title of the project:

| |
|--|
| |
|--|

| | |
|----------|--------------|
| Country: | Region/Area: |
|----------|--------------|

| | |
|-----------|----------|
| Duration: | From-To: |
|-----------|----------|

Financing

| EURO | FMfFA | NGO | Others | Total |
|---------------------|-------|-----|--------|-------|
| Project cost | | | | |
| Administration cost | | | | |
| Total Cost | | | | |

| | |
|-------------------------------|-------|
| FMfFA funds disbursed so far: | Euro: |
|-------------------------------|-------|

Brief description of the project (Summary according to the application):

Brief description of activities in the reporting period

| Expected Results and activities: | Implemented Activities/Project Status: |
|---|---|
| a) xxx | |
| b) xxx | |
| c) xxx | |
| d) xxx | |
| e) xxx | |
| f) xxx | |
| g) etc | |

| Potential Changes: | Reasons/Explanations for Deviations/Changes: |
|---------------------------|---|
| a) xxx | |
| b) xxx | |
| c) xxx | |
| d) etc. | |

| |
|-----------------------------------|
| Other amendments/comments: |
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Date, Name of the Author