

FUNDING CONTRACT

AFA SUPPORT

FUNDING YEAR

FIRST NAME

LAST NAME

NAME OF LABEL

AUSTRIAN FASHION ASSOCIATION

AUSTRIAN FASHION ASSOCIATION
VEREIN ZUR FÖRDERUNG
ÖSTERREICHISCHEN MODEDESIGNS

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1. FUNDING CONTRACT

The legal basis of the funding contract is the Arts Promotion Act, BGBl No. 146/1988, as amended, and the Arts Promotion Guidelines (Guidelines for the granting of funding under the Arts Promotion Act of the Federal Ministry for Housing, Arts, Culture, Media and Sport (BMWKMS)).

Unless this funding contract explicitly stipulates otherwise, the Arts Promotion Guidelines shall form the basis of the contract, and the provisions set forth therein shall be deemed agreed upon by the parties to the funding contract.

1. **Funding Application:** The applicant must complete the funding application in full, attach the required supporting documents, and accept the contractual terms by signing without reservations or restrictions.
2. **Conclusion of the Contract:** If the applicant's request is approved, the funding contract is concluded upon delivery of the written funding approval to the applicant. If the approval deviates from the original application, the contract is formed in accordance with the content of the funding approval upon receipt by the applicant, unless they submit a written objection within 14 days. Oral agreements are not valid; any amendments or additions to the contract must be made in writing to be legally effective.
3. **Implementation of the Approved Project:** By accepting the funding contract and the associated grant, the recipient commits to executing the project as agreed. The recipient must allow representatives of the Austrian Fashion Association to inspect the artistic work free of charge.
4. **Obligation to Report Changes:** The recipient must promptly and proactively inform the Austrian Fashion Association in writing of
 - any changes (except minor ones), delays, or the inability to carry out the funded project.
 - any modifications in financing, legal form, key personnel, or address.In such cases, the funding providers of the Austrian Fashion Association, the BMWKMS, and the City of Vienna, may impose new conditions, adjust the funding amount, or, in cases of significant limitations to performance, withdraw from the contract entirely. The Austrian Fashion Association reserves the right to terminate the contract at any time in the event of substantial changes to the project content or significant modifications to the financial plan.
5. **Equality:** The grant recipient is responsible for ensuring actual equality between all genders within their sphere of influence. The Equal Treatment Act, the Federal Disability Equality Act, and the prohibition of discrimination under §7b BEinstG must be adhered to.
6. **Prohibition of Assignment:** The entitlement to the granted funding may not be transferred, assigned, pledged, or otherwise disposed of.
7. **Fund Management:** The funding will be transferred to the account specified by the grant recipient in accordance with the grant approval. Payments are subject to the availability of budgetary funds, and delays in payment do not constitute grounds for claims for damages. For the administration of the funded project, a separate accounting record must be maintained, though the related receipts may be stored within the grant recipient's general accounting records.
8. **Handling of Funds:** The grant funds may only be used for the approved purpose, considering the intended artistic goal, in an economical, efficient, and appropriate manner. Discounts, rebates, and similar benefits must be utilized.

9. **Proof of Use:** The grant recipient is required to provide the Austrian Fashion Association with proof of how the grant funds were used by the deadline specified in the letter of approval, including the required supporting documents. Upon reasonable request, these documents must be made available at any time. If the specified deadline cannot be met, the grant recipient must submit a written request for an extension, including a justification, without being prompted to do so.
10. **Record-Keeping and Disclosure Obligation:** The grant recipient must maintain all records necessary to verify the proper use of the grant funds and retain these records, along with supporting documents, for ten years after the disbursement of the grant. Upon request by the BMWKMS, the City of Vienna, the Austrian Court of Audit, or the Audit Office of the City of Vienna, all relevant records must be presented. Access to these records and on-site inspections must be granted, and all required information must be provided.
11. **Data Protection and Use of the Austrian Fashion Association Logo:** The grant recipient explicitly agrees, in accordance with the Data Protection Act, that the Austrian Fashion Association
 - may obtain necessary information from third parties (e.g., financial authorities and banks) during the decision-making process regarding the grant.
 - may publish their name, the purpose of the grant, the amount of the project funding, and the grant in reports about the Austrian Fashion Association's fashion funding, as well as disclose this information for statistical purposes. The grant recipient acknowledges and agrees that the data provided may be collected through automated data processing, and, due to applicable legal regulations, data may need to be shared with the BMWKMS, the City of Vienna, the Court of Audit, the Audit Office of the City of Vienna, and the Federal Ministry of Finance for control purposes. This consent can be revoked at any time by written notification to the Austrian Fashion Association. The revocation will retroactively result in the cancellation of the grant entitlement and the repayment of any granted funds.
 - The grant recipient agrees to indicate the support from the Austrian Fashion Association in printed materials, on their website, and on social media by using the current logo and/or providing a direct link to the Austrian Fashion Association's website (www.austrianfashionassociation.at) and social media channels (@austrianfashion-association), as well as by using the hashtag #austrianfashionassociation. Violations of this contract will result in an appropriate reduction of the funding.
12. **Termination and Repayment:** Grants are provided as donations that are non-repayable if the conditions of the grant are met and the grant's purpose is achieved. However, the Austrian Fashion Association may suspend the disbursement of funds and require the immediate repayment of any funds already disbursed if
 - the general requirements for the grant as per §4 of the Art Promotion Act BGBl. No. 146/1988 in its current version are not met or no longer apply;
 - the Austrian Fashion Association was misinformed or not fully informed about significant circumstances related to the funded project, or if after submission or after the approval, other funding bodies are applied to for financial support for the project or funding is granted without the Austrian Fashion Association being promptly and unprompted notified in writing about the new financial plan and the relevant grant confirmations;
 - the reporting and documentation obligations under sections 9. and 10. are not met, despite a reasonable grace period and information about the repayment obligation or the notification obligation under section 4.;
 - the grant recipient has had an insolvency procedure initiated against their assets or the initiation of such a procedure was refused due to insufficient assets, as stated under section 13.;
 - the grant funds have been used for purposes other than originally intended - full repayment may be waived if the misuse concerns only a very small amount;
 - the funded project cannot be carried out or was not carried out on time - full repayment may be waived if the project, despite delays, is still deemed eligible for funding or if the completed part of the project is independently eligible for funding;
 - the grant recipient prevents or obstructs required control measures or if the eligibility for the grant cannot be verified within the retention period for the documents;

- the grant recipient has not complied with the assignment, instruction, pledge, and other disposal prohibitions as per section 6.;
 - the provisions of the Equal Treatment Act have not been observed by a grant recipient, or the Federal Disability Equalization Act or the prohibition of discrimination as per §7b BEinstG have not been considered (in these cases, repayment in an appropriate amount is required);
 - the principles of economy, efficiency, and thriftiness, or other funding requirements, conditions, or obligations - especially those designed to secure the achievement of the grant's purpose - have not been observed by the grant recipient; full repayment may be waived if the executed project is still deemed eligible for funding despite the breach of contract;
 - If the grant recipient is at fault for the occurrence of a repayment condition, the repayment amount will be subject to an interest rate of 3 percentage points above the applicable base rate per year, but at least 4% per year, starting from the day of disbursement.
13. **Insolvency:** The applicant declares that no insolvency proceedings have been pending in the past three years and that, particularly at the time of the application, no insolvency proceedings have been opened against their assets.
14. **Costs:** Any costs and fees associated with the establishment or execution of the contract shall be borne by the grant recipient.
15. **Jurisdiction and Applicable Law:** For legal disputes arising from the funding contract, the courts competent for 1010 Vienna are agreed to have jurisdiction. Austrian law shall apply exclusively, and conflict-of-law provisions referring to foreign law shall not apply.

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DECLARATION AND ACCEPTANCE OF TERMS

I hereby commit to immediately informing the Austrian Fashion Association in writing of any changes in circumstances that have consequences for the project described herein, including any program or financial changes (even after the grant has been accepted).

I/we acknowledge that it is not permitted to use the funds received for purposes other than those described in the grant application and recognized in the approval, without prior consent from the Austrian Fashion Association.

I acknowledge that no ongoing costs of the applicant, such as personnel costs, infrastructure costs, etc., can be funded.

I acknowledge that the Austrian Fashion Association assumes no liability for originals submitted during the application process.

I commit to granting authorized representatives of the Austrian Fashion Association access to accounting records, receipts, and activities, upon request, to verify the proper use of the grant and to provide any requested information.

I consent to the Austrian Fashion Association displaying the collection it has funded on its website in the funding database. For this purpose, I will provide the necessary image material. The Austrian Fashion Association reserves the right to use image material from the applicant's website, citing all relevant copyright notices.

I agree to publicly present the current collection at an event organized by the Austrian Fashion Association. I guarantee to provide a collection with a minimum of 8 outfits for this public presentation.

I agree to participate in coaching and follow-up sessions with the Austrian Fashion Association during the project period and to report on the progress of the project at agreed-upon intervals.

I declare that the information provided in the grant application and attachments is accurate and that the project cannot be carried out, or cannot be carried out in full, without the requested funding.

In the event of a grant approval, I unreservedly accept the terms and conditions outlined above, based on the Austrian Art Funding Act in its current version.

I confirm that I have taken note of the subsidiarily applicable art funding guidelines. I acknowledge that there is no legal entitlement to receive the grant.

I confirm that I have read and understood the funding guidelines of the AFA Support program.

PLACE

DATE

SIGNATURE
