



# FUNDING GUIDELINES

## KUNST IM ÖFFENTLICHEN RAUM GMBH

### I PRINCIPLES AND PREREQUISITES FOR FUNDING

#### 1. GENERAL PROVISIONS

1.1. It is the task of Kunst im öffentlichen Raum (KÖR) to enliven public space in the City of Vienna by implementing permanent or temporary artistic projects and bringing about a discourse and mental interchange with artistic projects in the urban area.

1.2. In order to fulfil this task, KÖR shall carry out artistic projects, award contracts, tender competitions for artistic projects in public space, award funds to artists and/or project promoters, acquire works on behalf of the City of Vienna, and engage in resulting or connected activities (publications, events, symposia, etc.).

1.3. The Terms and Conditions hereinafter shall form the framework for any funding by KÖR. The concrete Terms and Conditions of funding shall be agreed on for the respective project between KÖR and the artists and can provide for deviations. The concrete funding agreement and terms of funding "Temporary projects" shall hence take precedence over these general Terms and Conditions.

#### 2. KÖR'S PRINCIPLES

2.1. The object of funding shall be projects in which the artists' discourse and mental interchange with urban space contributes to highlighting and deepening the urban identity of the City and its districts.

Projects in which commercial interests are in the foreground shall be excluded from funding.

2.2. Projects shall be implemented in the City of Vienna's freely accessible, public space where art can be experienced by everyone.

2.3. The projects can be temporary or permanent. There shall be no minimum project duration, for temporary projects the maximum duration shall be 12 months as of the time they are made accessible to the public.

2.4. The advisory board shall be entitled to determine specific places in the City as particularly worthy of funding and reserve a part of the funds for projects at these places.

2.5. The guidelines laid down in the tenders shall apply to competitions.

#### 3. FUNDING PREREQUISITES AND CONDITIONS

3.1. Only those projects shall be funded the implementation of which has not yet been started before any decision has been made by KÖR. Any payment of funds by KÖR can only be made if proof of the project's full financing is furnished.

3.2. Projects can be submitted by individuals (artists), groups of people (working groups, partnerships under the Civil Code [Gesellschaft nach bürgerlichem Recht]), and legal persons who act as project promoters. Project promoters must have their seat in the EEA, with the advisory board being entitled to grant exceptions in individual cases.

3.3. Funding shall be granted in the form of a subsidy. In permanent projects, KÖR shall take over the financial production-technical of the project if the installation is made on public land.



Projects shall be funded with a maximum of €150,000.

In the event of applications for funding exceeding this amount, the selecting jury shall reach an agreement with the advisory board.

Entrepreneurs (profit-oriented societies) applying for funding must furnish proof of co-financing (own funds or unfunded third-party funds) of at least 50%. A subsidy will only be provided for projects that would otherwise not be realizable.

3.4. Any temporary objects shall remain the applicant's property, who shall also be responsible for obtaining any permissions by public authorities and for the objects' maintenance. Before implementing any permanent objects, consent for take over of maintenance shall be obtained from the respective real estate owner. Any permanent objects shall pass into the property of the respective real-estate owner. Any payment of funds shall require conclusion of a funding agreement.

#### **4. APPLICATIONS FOR FUNDING**

4.1. Deadlines for applications are 15 January, 15 May and 15 September. The date on the postmark shall be decisive for determining timely compliance of applications with these deadlines.

4.2. The application shall comprise a filled-in application form (3-fold) and the documents specified below. All documents with the exception of the statutes and excerpts from the company register shall be submitted in 3 copies, in a sorted and bound form.

**1. Project description** with the following parts:

- the project description on no more than one DIN A4 page
- explanation of its importance and impact in public space
- the project visualisation by means of a drawing, pictorial material or animation
- summary of legal and constructional prerequisites
- explanations on the project duration

**2. Costing**, broken down by the following items and listing pre-tax net and gross amounts:

- development (planning costs, permissions)
- implementation
  - fees (artists, technology)
  - travel expenses
  - material expenses
  - design and composition of project
  - transport costs
  - insurance costs
  - (construction) costs for installation in public space
- maintenance
- costs for dismantling
- project-related administrative expenses

**3. Financing plan** with detailed information about own funds as well as all public or private third-party funds

**4. Schedule** of development and implementation



5. **Biographies** of artists, information about the artists' and the project promoter's **reference projects, statutes and excerpts from company register**, if appropriate

4.3. All application documents shall pass into KÖR's property upon receipt.

4.4. The applicant agrees that KÖR, in the course of decision-making on the funding, obtains relevant information from third parties (e.g. financial authorities and banks) and exchanges this information as well as details on the submitted project with co-financing bodies, which information and details are then specified in the applicant's financing plan.

## 5. SELECTION PROCEDURE

5.1. In its decision about the awarding of funds, the selecting jury will take into account the following aspects:

Project-related

- the project's artistic design and composition
- its topicality / creativity / innovation / originality
- the sustainability of its impact in public space

Related to the applicant and artist(s)

- the biographies of involved artists
- reference projects by the project promoter

Related to implementation

- the relation between the project costs and its impact in public space
- the degree to which planning has progressed
- the amount of own and third-party funds available for financing the project
- the schedule

5.2. The meetings by the selecting jury shall be held within 6 weeks following each deadline for applications. Applicants shall be informed in writing about the decisions made by the jury, without any statement of reasons being necessary.

5.3. The jury shall be entitled to grant partial funding to finance the project's development costs and make the funding of the project's implementation dependent on certain conditions.

## 6. FUNDING AGREEMENT AND PAYMENTS

6.1. Any payment of funds shall require the conclusion of a funding agreement between KÖR and the applicant. The funding agreement shall regulate the concrete terms and conditions, the obligations to inform, and the revocation of the consent to funding, as well as the terms and conditions for any recovery of paid-out funds.

6.2. The funds for projects shall be paid to the account specified by the funding recipient. The funds may only be used for the purposes of funding, taking into account the intended artistic objectives in an economic, economical and appropriate manner. Any interest accrued from subsidies must be used for the project in question.

6.3. Unless set out differently in the funding agreement, any payment of funds shall be made in instalments that will depend on the course of the project and will be agreed on for the respective project.

6.4. In permanent projects, a separate agreement shall be concluded with the artist.

6.5. The funding recipient shall himself be responsible for proper payment of taxes for the funding amounts.

## 7. OBLIGATIONS BY THE RECIPIENT OF THE FUNDS TO INFORM AND REPORT; DISCLOSURE OF INFORMATION



7.1. The funding recipient shall be obliged to inform KÖR regularly about the project's progress and, if requested to do so by KÖR, the City of Vienna's, the Federal Government's and the EU's auditing bodies, to provide information about the funded project at any time, and to enable them to make an investigation, in particular about the presence of funding prerequisites, the fulfilment of funding requirements and conditions, as well as about the project implementation in line with the funds' designated use.

7.2. Without prejudice to any concrete obligations agreed on in the funding agreement, the funding recipient shall immediately and without delay inform KÖR about the following, failing which the consent to funding may be revoked,

- if the project undergoes substantial changes or if circumstances arise that would require an amendment to the funding application or agreed-on funding requirements and conditions,
- if the beginning of the project is delayed, the schedule cannot be complied with, or the implementation of the project is made considerably more difficult or impossible,
- if the funding recipient's address or the project promoter's type of legal entity changes.

7.3. Should the funding recipient be an entrepreneur, he/she shall be obliged to comply with aid schemes in accordance with EU competition legislation as amended and make relevant notifications and reports. This shall in particular include compliance with the Commission Regulation (EC) No 1998/2006 of 15 December 2006 on the application of Articles 87 and 88 of the Treaty to de minimis aid.

7.4. In case of temporary projects, a report shall be drawn up in an appropriate form about the dismantling of the project (such as by submitting a confirmation of dismantling issued by the company conducting the work).

7.5. The funding recipient shall submit a report about the project's success to KÖR within 3 months following completion of the project at the latest. Enclosures to that report shall include copies of any and all announcements, promotion and advertising media, and press releases as laid down in the funding agreement.

7.6. The funding recipients agree that their own name and the names of involved artists, the funding purpose and the amount of funding are published in KÖR's and the City of Vienna's reports on activities and made known for statistical purposes.

## **8. PROOF OF THE USE OF FUNDS**

8.1. The handling of the funds shall be evidenced in a separate cost centre to be set up while the respective vouchers may be filed with the funding recipient's general accounting records.

8.2. The funding recipient shall be obliged to keep any and all records necessary for examining and auditing the use of funds in line with their designated use and keep them together with the respective vouchers for a period of 10 years following payment of the subsidy.

8.3. Proof of the use of funds shall be furnished by comparing planned and actual costs and by enclosing copies of all vouchers. KÖR shall be entitled to examine and audit the applicant's books, vouchers and project-related documents itself or have them examined by authorized persons.



## **9. EXPIRY OF CONSENTS TO FUNDING**

The commitment to funding shall expire if, within 6 months following the making of such a commitment, no funding agreement has been concluded, major conditions for the granting of the commitment have ceased to exist or could not be met by the applicant.

## **10. RECOVERY OF FUNDS AND REPAYMENT OF PRODUCTION COSTS**

10.1. The funding recipient shall immediately reimburse any and all funds upon request if

- the funding recipient has received them wrongfully, in particular following provision of incorrect or incomplete information,
- the funding recipient has not complied with his obligations as well as his obligation to provide information and furnish evidence,
- the funding recipient has not complied with applicable aid schemes in accordance with EU competition legislation,
- the funding recipient has been adjudicated insolvent before completion of the funded project, or if the opening of such insolvency proceedings has been terminated for lack of cost-covering assets,
- the funds have completely or partly been used contrary to their designated use,
- the funded project cannot be, or has not been, implemented at all or in time.

10.2. Should the funding recipient be found responsible for having supplied a reason for the recovery of funds, interest shall be charged on the amount to be recovered from the day of payment onwards at a rate of 8% above the basic interest rate as applicable per annum in the respective case pursuant to § 1 of the Act on Measures under Civil Law taken in connection with the Introduction of the Euro (Euro-Justiz-Begleitgesetz).

10.3. If a temporary project has been funded and is subsequently alienated, the project production costs shall be reimbursed on a pro-rata basis. The ratio for reimbursement shall be laid down in the funding agreement.