

## Vinnova's general terms and conditions for grants - 2016

Dnr: 2012-04460-23

The terms and conditions shall apply unless otherwise stipulated in a decision, special clauses or call for proposals.

When there is only one Participant, conditions regarding Project Agreements, the transfer of a grant to another Beneficiary or other conditions that obviously presuppose more than one Participant, do not apply. When applicable, a sole Participant is responsible both for the obligations of Participant and the Coordinator.

Right to granted funding relating to a calendar year other than the current year presupposes Vinnova's obtaining of the necessary appropriations from the Government.

### Definitions

**Start Report** – electronic form to be submitted to Vinnova which is required for starting the project.

**Beneficiary** – Participant that directly or indirectly receives a grant from Vinnova.

**Coordinator** – the Participant that coordinates the project, receives Vinnova's payment of financial contribution and otherwise has specific obligations as stated in Section 1.6 under the heading The Coordinator's obligations.

**Project Description** – detailed description of the project, including time schedule and budget, which is enclosed to the application.

**Participant** – the actor(s), including the Coordinator, which participate in the design of the project, contribute to its implementation and share the risk and the output of the project. A financier or subcontractor is not a Participant.

**Participant Approval** – commitment by a Participant to implement the project in accordance with the decision, including its terms and conditions and by Vinnova approved Project Description. A form is provided by Vinnova.

**Aid Intensity** – Vinnova's financial contribution expressed as a percentage of the Beneficiary's project's costs that are eligible.

### 1 Implementation of the project

A Participant undertakes to implement the project in accordance with the decision, including its terms and conditions and Project Description. Participants are jointly and severally liable for the implementation of the Project Description. Amendments to the Project Description require approval by Vinnova.

#### 1.1 Participant Approval

Each Participant shall sign the Participant Approval.

#### 1.2 Organisation

The Participants shall have an organisation appropriate to ensuring effective implementation of the project.

#### 1.3 Project Abstract

The Participants shall provide Vinnova with a Project Abstract for publication on the Vinnova website. A Project Abstract is a brief description of the project and shall be drafted in accordance with Vinnova's instructions. The Project Abstract shall not include any confidential information. Vinnova has the right to make amendments to the Project Abstract.

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### 1.4 Project Agreement<sup>1</sup>

The Participants shall enter into a Project Agreement. The Project Agreement shall include the Participants' mutual commitments, conditions concerning rights to foreground and background information (cf. Section 7.2) and other issues of significance to the cooperation. The Project Agreement shall be consistent with Vinnova's terms and conditions.

The Participants shall have entered into the Project Agreement no later than the date when the first status report is due. If a status report is not required, the Participants shall have entered into the Project Agreement no later than the date for the Start Report.

### 1.5 Reporting and follow-up

Reporting and follow-up shall be made in accordance with Vinnova's decision and instructions.

Participants shall also after the end of the project provide information in accordance with Vinnova's instructions and requests. Such information will not be requested more than three times within ten (10) years from the final report.

### 1.6 The Coordinator's obligations

In addition to the obligations of a Participant, the Coordinator has the following obligations.

It is the responsibility of the Coordinator

- to have the appropriate authorisation to represent the other Participants regarding the project towards Vinnova,
- to coordinate the project and represent the other Participants towards Vinnova,
- to keep original copies of the Project Agreement and all Participant Approvals,
- to receive payment of Vinnova's financial contribution,
- to immediately transfer Vinnova's financial contribution to the other Beneficiaries in accordance with the decision,
- not to transfer Vinnova's financial contribution to Beneficiaries in financial difficulty (cf. Section 5),
- to, during the project, report in accordance with Vinnova's decision and instructions,
- to immediately forward to the other Participants Vinnova's decision, amending decisions and other information from Vinnova that is relevant to a Participant and
- to immediately notify Vinnova
  - if the project is delayed or risks being delayed, as well as if there is a risk that the project will not meet reasonable expectations,
  - of any circumstances of importance that may affect the implementation of the project or its funding (e.g. additional public/EU funding, decreased conditions for utilisation of the project result),
  - of any financial difficulty relating to itself or another Participant (cf. Section 5),
  - of any changes of business name, authorised signatory and address as well as
  - of any changes of status of a Beneficiary (e.g. from SME to large enterprise).

The Coordinator is responsible for the project manager. The project manager shall towards Vinnova be authorised to represent the Coordinator with regard to the project. A change of project manager requires Vinnova's approval.

### 1.7 Information to be provided to the Coordinator etc.

A Participant shall provide the Coordinator with documentation and other information to enable the Coordinator to fulfil its obligations towards Vinnova as stated above.

## 2 Subcontractor

A Participant may procure a third party (subcontractor) to perform minor work for the project. Participants are responsible for their subcontractors as for themselves.

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<sup>1</sup> More information is available in Vinnovas Guide till projektavtal.

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<b>3 Admission and withdrawal</b>	Admission or withdrawal of a Participant requires Vinnova's approval, unless otherwise stated in the decision.
<b>4 Changed prerequisites</b>	A Participant may not, without Vinnova's approval, pursue the project if the conditions for utilisation of the project result have decreased to a significant extent. This also applies when technical or financial circumstances that have a significant impact on the implementation of the project, arises.
<b>5 Financial difficulty<sup>2</sup></b>	A Beneficiary may not during the project be in financial difficulty and shall immediately inform the Coordinator if such a situation arises.
<b>6 Financial provisions</b>	<p><b>6.1 Eligible costs</b></p> <p>Vinnova's grant is a contribution to the Beneficiary's eligible costs or parts thereof.</p> <p>If a decrease of the Beneficiary's total eligible costs is approved by Vinnova, Vinnova's contribution will be decreased to corresponding extent so that the Aid Intensity remains unchanged.</p> <p>What follows below regarding costs apply to all Participants.</p> <p>In order for a cost to be eligible, it shall:</p> <ul style="list-style-type: none"> <li>• be actual and auditable,</li> <li>• be incurred by a Participant,</li> <li>• have been incurred during the project time as specified in the decision,</li> <li>• be established in accordance with the Participant's usual and generally accepted accounting principles,</li> <li>• be recorded and</li> <li>• be reasonable and incurred for the sole purpose of carrying out the project.</li> </ul> <p>In the Participant's accounts, the eligible costs shall be separable from the other transactions of the organisation.</p> <p>The following costs are eligible<sup>3</sup>:</p> <ol style="list-style-type: none"> <li>1. personnel costs, subject to below given limitation,</li> <li>2. costs of equipment, land and buildings,</li> <li>3. costs of consultants and licenses etc. subject to below given limitation,</li> <li>4. other direct costs, and</li> <li>5. indirect costs to the extent given below.</li> </ol> <p>Eligible personnel costs incurred by a Participant, universities excluded, may not exceed SEK 800 per hour.</p> <p>Costs of auditor's certificate according to Section 8.1 below, may not exceed SEK 30 000.</p> <p>Universities may calculate its indirect costs according to the full-cost principle applied by each research organisation.</p> <p>Other Participants may add as eligible indirect costs a flat rate of maximum 30 % of its eligible personnel costs.</p> <p>Excluded from eligible costs are (1) costs incurred in connection with conclusion of the Project Agreement and (2) costs for licenses, or similar costs, when charged between Participants.</p>

<sup>2</sup> Regarding financial difficulty see Commission Regulation (EU) No 651/2014 Art. 2 p. 18 "undertaking in difficulty".

<sup>3</sup> Further restrictions may follow from Commission Regulation (EU) No 651/2014 depending on Beneficiary and activity. Interpretation should be based on the above Regulation. See also Guide till Vinnovas villkor om stödberättigande kostnader.

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### 6.2 Payments

A prerequisite for the first payment of a grant is that the Start Report and copies of all Participant Approvals have been received on time and that Vinnova has approved the Start Report.

A prerequisite for continued payments is that reports have been received on time and that Vinnova has approved the reports.

If payments are not able to be made during the calendar year in which they have been allocated for reasons attributable to a Participant, the Beneficiary forfeits the right to these funds. However, Vinnova may decide to reallocate the funds to the next calendar year.

### 6.3 Repayment of surplus

If a Beneficiary's eligible costs, with respect to the decided Aid Intensity, are lower than payments made, the difference shall be repaid to Vinnova. The repayment of a surplus is to be made no later than the date on which the final report is to be submitted. Such amounts generate interest in accordance with the Interest Act (1975:635) from the date on which the final report is to be submitted.

### 6.4 Set-off

Vinnova is entitled to set off a claim against a Beneficiary in another project against unpaid financial contribution to the same Beneficiary in this project.

## 7 Use of results and dissemination etc.

### 7.1 Use of results

The Participants shall use project results in accordance with a plan for use. Use means, for example commercialisation, licensing and publication. In case of publication consideration shall be taken to a Participant's need of protecting intellectual property and trade secrets.

Beneficiaries may not transfer or grant licences to project result or in other ways take any measure that has the effect of terms of unlawful indirect state aid.

Vinnova claims no ownership of project results.

### 7.2 Right of use of project results and background information<sup>4</sup>

If, for the implementation of the project, a Participant needs access to or use of another Participant's project results, that Participant shall be entitled thereto to the extent necessary without paying compensation.

If, for the implementation of the project, a Participant needs access to or use of another Participant's background information, that Participant shall be entitled thereto to the extent necessary.

If a Participant, in order to use its own project results (also including jointly owned project results), needs access to or use of another Participant's project results or background information, that Participant shall be granted such rights to the extent necessary.

A Participant that holds background information is, until the signing of the Project Agreement, or by special agreement with the Participants, entitled to exclude background information from a Participant's right pursuant to this section.

*Background information* means, for example, inventions (patented, patentable or not patentable), know-how, copyright, registered designs and access rights to third-party rights held by a Participant and which are of importance for the implementation of the project.

### 7.3 Acknowledgement of Vinnova as a financier

When informing about the project and when making project results public, it shall be stated that the work has been performed with support from Vinnova (in English the name shall

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<sup>4</sup> More information is available in Guide till Vinnovas villkor om nyttjanderätt

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be given as Swedish Governmental Agency for Innovation Systems). Making public means, for example, publishing regardless of form or medium and oral presentations.

### 7.4 Vinnova's right to disseminate information from the project

Vinnova has the right to reproduce and disseminate all or parts of reports from the project and also has the right to otherwise disseminate information from and about the project, provided no information covered by confidentiality is disclosed.

## 8 Audit

### 8.1 Audit

Vinnova, or person(s) appointed by Vinnova, such as an authorised public accountant or evaluator, has the right to audit the project and view documents that can provide information on financial, technical or other circumstances in the project. A Participant shall then make available all the necessary material. This right applies for ten (10) years from the date of the grant decision, but at least five (5) years from Vinnova has received the final report.

### 8.2 Auditor's certificate

If a Beneficiary receives a grant of SEK three (3) million or more from Vinnova, an auditor's certificate from an authorised/approved auditor shall be attached to the final report. For municipalities, county councils, governmental agencies and universities, an auditor's certificate from an internal auditor is also acceptable. An auditor's certificate shall also be attached to a report if Vinnova specifically requests this.

In an auditor's certificate, an auditor certifies that reported costs for the project have been taken from the Beneficiary's accounts, that the costs are incurred during the project time as specified in the decision, that the costs have been verified (attested) and that the Beneficiary's accounting principles and practices are in accordance with generally accepted accounting principles.

## 9 Sanctions

Vinnova will decide that an approved grant, in whole or in part, will not be paid if

1. the applicant or the recipient, by submitting incorrect information or by other means, has caused the grant to be approved on an incorrect basis or with an excessive amount,
2. the grant, for some other reason, has been approved on an incorrect basis or with an excessive amount, and the recipient should have realised this, or
3. the terms and conditions of the grant are not met.

A Beneficiary is liable to repay if any of the grounds specified in points 1-3 above exists. Vinnova will, after a specific decision, claim repayment of the grant, in whole or in part, and interest in accordance with the Interest Act (1975:635).

If the grant constitutes unlawful state aid, Vinnova will recover the contribution plus interest from the day of payment in accordance with the lagen (2013:388) om tillämpning av Europeiska unionens statsstödsregler.

A Participant that does not fulfil its obligations in this project may be excluded from the opportunity to receive future grants from Vinnova.

## 10 Amendments and addendums

Amendments or addendums to Vinnova's decision shall be made in writing in order to be valid.

Vinnova has the right to make decisions concerning amendments or addendums to the advantage of a Participant.