

Vinnova's general terms and conditions for grants - 2019
SINGLE PARTICIPANT

Dnr: 2018-05237

The terms and conditions shall apply unless otherwise stipulated in a decision, special clauses or call for proposals and apply to grants to projects with a single participant

*-In Vinnova's decisions and systems we use "Participant" and "Coordinator". In projects with a single Participant this corresponds to "Beneficiary".

The 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

Beneficiary The recipient of a grant from Vinnova.

Project Description – description of the project, including time schedule and budget, which also is a part of the application.

Participant Approval – commitment by the Beneficiary 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. Maximum Aid Intensity is stated in the decision.

§ 1 Implementation of the project

The Beneficiary undertakes to implement the project in accordance with the decision, including its terms and conditions and Project Description. Amendments to the Project Description require approval by Vinnova.

The Beneficiary shall when implementing the project

- comply with ethical principles, good research practices, meet regulatory requirements, and
- comply with applicable laws and regulations.

1.1 Participant Approval

The Beneficiary shall sign the Participant Approval.

1.2 Organisation

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

1.3 Project abstract

The Beneficiary shall provide Vinnova with project abstracts 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. A project abstract shall not include any confidential information. Vinnova has the right to make amendments to a project abstract.

1.4 Reporting and follow-up

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

The Beneficiary 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.

1.5 Other obligations

It is the responsibility of the Beneficiary

- to keep the original copy of the Participant Approval,
- 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,

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- 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 insolvency relating to itself (see § 5),
- of any changes of business name, authorised signatory or address as well as
- of any changes of status (e.g. from SME to large enterprise).

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

- § 2 Subcontractor** The Beneficiary may call upon a third party (subcontractor) to carry out activities only if such subcontracting is described in the Project Description. The Beneficiary is responsible for its subcontractors as for itself.
- § 3 Change of Beneficiary** The right to a grant cannot be transferred without Vinnova's approval.
- § 4 Changed prerequisites** The Beneficiary 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, financial or other circumstances that have a significant impact on the implementation of the project, arises.
- § 5 Insolvency¹** If a Beneficiary becomes insolvent during the project, it shall immediately inform Vinnova of the situation.
- § 6 Financial provisions**
- 6.1 Eligible costs**
- Eligible costs are the costs on which a Beneficiary's grant is calculated.
- In order for a cost to be eligible, it shall:
- be actual and verifiable,
 - be incurred by the Beneficiary,
 - have been incurred during the project time as specified in the decision,
 - be recorded in the Beneficiary's accounts and established in accordance with the Beneficiary's usual and generally accepted accounting principles,
 - and
 - be reasonable and incurred for the sole purpose of carrying out the project.
- In order for costs to be eligible, the costs shall, in the Beneficiary's accounts, be separable from the other transactions of the organisation and be reported to Vinnova in the final report at the latest.
- Vinnova's guide to eligible costs shall apply. Applicable eligible cost categories depend on the activities for which the support is granted
- The following categories of costs may be eligible:
1. personnel costs, to the extent they work on the project and subject to the below given limitation,
 2. costs of equipment, land and buildings to the extent and for the period used for the project,
 3. costs of consultants and licenses etc. subject to below given limitation,
 4. other direct costs, and
 5. indirect costs to the extent given below.

¹ Regarding insolvency see chapter 1, section 2, second paragraph of the Bankruptcy Act (1987:672).

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General limitations and exceptions

Eligible personnel costs incurred by a Beneficiary, except universities and higher education establishments, may be calculated as an average not exceeding SEK 800 per hour.

Costs of auditor's certificate according to Section 8.2 below, is an eligible cost up to SEK 30 000.

Universities and higher education establishments may calculate its indirect costs according to the full-cost principle applied by them. Universities and higher education establishments may in their accounts only keep costs corresponding to the grant separated from other transactions. Other Beneficiaries may add indirect costs up to maximum 30 % of its eligible personnel costs.

Excluded from eligible costs are costs incurred by if the Beneficiary during insolvency.

When Vinnova requires a branch or a place of operations in Sweden, the Beneficiary's costs shall be attributable to the branch or place of operations to be eligible.

6.2 Payments

A prerequisite for the first payment of a grant is that the Start Report and copy of the Participant Approval have been received on time, including any requested additional information.

In addition to implementing the project in accordance with the decision, including its terms and conditions, and Project Description, a prerequisite for continued payments is that reports have been received on time, including any requested additional information.

If the Beneficiary is insolvent Vinnova is entitled to change the conditions for payments.

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

6.3 Repayment

A Beneficiary who has received payments exceeding what it is entitled to according to the decision, is obliged to repay such amount to Vinnova. If the maximum Aid Intensity results in a lower amount than the maximum grant amount, the Aid Intensity will decide the amount that the Beneficiary is entitled to. If the maximum Aid Intensity results in a higher amount than the maximum grant amount, the maximum grant amount will decide the amount the Beneficiary is entitled to.

Upon approval of the final report, Vinnova will notify the Beneficiary of any repayment obligation and with what amount. Repayment shall be made 30 days from Vinnova's notification at the latest.

The obligation to repay in accordance with the above occurs also if the project is cancelled.

6.4 Set-off

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

§ 7 Use of results and dissemination etc.

7.1 Use of results

The Beneficiary shall use project results in accordance with a plan for use. Use means, for example commercialisation, licensing and publication.

A Beneficiary may not transfer or grant licences to project results or in other ways take any measure that results in indirect state aid.

Vinnova claims no ownership of project results.

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7.2 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 be given as Sweden's Innovation Agency). Making public means, for example, publishing regardless of form or medium and oral presentations.

7.3 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 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, e.g. certified 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. The Beneficiary shall then, at own cost, 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 the Beneficiary's maximum granted amount according to the decision is SEK three (3) million or more, a certificate from a certified accountant regarding the Beneficiary, shall be attached to the final report. For municipalities, county councils, governmental agencies and universities and higher education establishments, an auditor's certificate from professional local government auditor and certified 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 in the final report for the Beneficiary, can be found in 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. The certificate from universities and higher education establishments may only cover costs equivalent to the grant amount.

§ 9 Sanctions

Vinnova may 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 lagen (2013:388) om tillämpning av Europeiska unionens statsstödsregler.

A Beneficiary 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 Beneficiary.