

INDIA–SWEDEN Collaborative Industrial Research & Development Programme
A Framework for Facilitating and Implementing Bilateral Science, Technology, and Innovation Cooperation
Request for Proposal 2023



Application Guidelines

Name of the Programme	India-Sweden Collaborative Industrial Research & Development Programme – Request for Proposal (RFP) 2023
Participating Agencies	Sweden's Innovation Agency (Vinnova) Department of Science & Technology (DST), Government of India Technology Development Board (TDB) at India's Department of Science & Technology
Important Dates	Pre-announcement: October 2022 Announcement date of Request for Proposal (RFP): 10 th of June 2023 Closing date of RFP: 12th of October 2023 <ul style="list-style-type: none">• For Vinnova, before 2 p.m. Central European Time• For DST, before 5 p.m. Indian Standard Time Announcement of results: March 2024 Project start: April 2024
Who Can Apply?	Eligible <u>Indian Applicants</u> <ul style="list-style-type: none">• The Indian Project Coordinator (IPC) must be a commercial (for profit) company under the Indian Companies Act 1956/2013, which operates in and is headquartered in India.• At least 51% stake of the IPC Company must be owned by Indian citizens.• The IPC should have the required expertise and team capacity to manage the proposed project.• Sole proprietors and partnership firms are not eligible for support under this programme.• Companies headquartered and owned outside India and their subsidiaries in India, or vice versa, are not eligible to receive funding from DST under this programme.• IPC should lead the project from Indian side and when suitable bring in other Industry Partners or Academic/R&D Institutions as Consortium Partner. Eligible <u>Swedish Applicants</u> <ul style="list-style-type: none">• The Swedish Project Coordinator (SPC) must be a commercial company. The SPC is responsible for the application submission in Sweden and towards Vinnova.• The SPC shall be a company operating and registered in Sweden. Sole proprietors and Limited partnership firms are not eligible for support under this programme.• The Project Leader must be employed at the SPC.• Swedish research performing institutions (universities, colleges, and research institutes) as well as test beds, public organisations, and other companies with operations in Sweden are encouraged to take part in the project as a Project Partner in the Consortium where relevant. <p><i>[Refer Annex 1: Eligibility Criteria and Annex 2: Project Requirements for details]</i></p>

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Eligible technology areas	<p>The collaborative projects should be innovative and focused on creating possibilities for future new technologies, services or processes that will eventually lead to commercialisation.</p> <p>This RFP 2023 is open to the applied R&D projects in the areas of:</p> <ul style="list-style-type: none"> • Sustainable <ul style="list-style-type: none"> ○ Cities ○ Mobility ○ AI and Digitalisation <p>Combinations of the areas above are also welcome.</p> <p><i>[Refer Annex 3: Eligible Technology Areas for details]</i></p>
Project funding support	<p>Funds will be provided in accordance with the national laws, rules, regulations, and procedures established by each funding organisation, and/or each jurisdiction/country. A maximum of four projects may be funded.</p> <p>Funding for R&D Participants in India DST will support the successful projects with grants under applicable State Aid regulations, as follows:</p> <ul style="list-style-type: none"> • DST will support up to Maximum limit of INR 1.5 crore per project of the total Indian Project Cost, as a Grant in Aid, for a maximum project period of 24 months. • Indian industry may receive up to 50% of their part of the eligible costs on a “Reimbursement Basis”, for costs already incurred on a proportionate basis. • Indian R&D organisation/academic institution may receive up to 100% of their costs (within applicable range specified above and as per proposal) on a reimbursement basis. • Funding from other public sector sources will be considered when awarding grant, and applicants will be asked to declare funding from other sources in the application. <p>Funding for R&D Participants in Sweden</p> <ul style="list-style-type: none"> • Vinnova will provide funding to Swedish organisations up to 2,5 million Swedish Krona per project as Grant. • Grants are only given to Swedish legal entities or organisations with branch or place of business in Sweden. The maximum aid intensity is up to: <ul style="list-style-type: none"> ○ 50% of eligible costs for companies, ○ 70% of eligible cost for startups, ○ 100% of eligible costs for research organisations, ○ 80% of eligible costs for public sector and other non-economic organisations. <p>The project activities approved shall be covered by Industrial Research, Experimental Development or Aid for start-ups in State Aid Rules (the General Block Exemption Regulation, GBER).</p> <p><i>[Refer Annex 4: Project Funding Support for details]</i></p>
Finding a Partner	<p>TDB has developed an online portal to facilitate partnership search for prospective applicants. Please register at TDB's 'Find a Partner'.</p> <p>Swedish and Indian actors looking for partner organisations for joint projects can also reach out to each other in the LinkedIn-group Sweden India Innovation Initiative.</p>

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Types of projects to be supported	<p>The following types of projects will be considered for programme funding: R&D-projects, focused on co-development of new technologies, services or processes.</p> <p><u>Note:</u> the participants shall agree in advance on the Intellectual Property Rights and on the commercialisation strategy of possible future products or processes in a Project Agreement.</p> <p><i>[Refer Annex 5: Application Submission Process and Annex 7: General Guidelines on Intellectual Property Rights (IPR) and Commercialisation plan for more details]</i></p>
Selection Criteria	<ol style="list-style-type: none">1. Projects must be innovative and market-driven, leading to the proposed development of a new technology or process or new/improved services, leading to future possible commercialisation.2. Proposals must demonstrate the joint India-Sweden project teams' capacity to manage the proposed project in their respective countries, and jointly with the counterpart project team. <p><i>[Refer Annex 6: Project Evaluation and Pre-Commencement Process for more details]</i></p>
Duration	Projects may be up to two years long.
Project Evaluation stages and process	<p>Projects will be evaluated according to the standard evaluation processes of Vinnova in Sweden and DST in India, respectively. The final selection of the proposals will be through joint process mutually agreed by DST and Vinnova.</p> <p><i>[Refer Annex 6: Project Evaluation and Pre-Commencement Process for more details]</i></p>

Contact information:

INDIA

**Department of Science and Technology (DST)
Government of India**

Dr Jyoti Sharma

Scientist F/ Director
Department of Science and Technology
Email: sharma.jyoti@nic.in

Dr. Sarmistha Maity

Project Coordinator
Technology Development Board (TDB), GOI
Phone: +91 9899130832
Please contact for call related queries:
Email: projectcoordinator2@tdb.gov.in

SWEDEN

Sweden's Innovation Agency (Vinnova)

Ms Malin Petersen

Country Manager India
Phone: +46 76 130 31 62
Email: malin.petersen@vinnova.se

Vinnova's IT-support

Contact regarding Vinnova's e-services portal
Phone: +46 (0)8 473 32 99
Email: helpdesk@vinnova.se

Important note: please do not leave your submission to the last minute.

If any technical difficulties arise or if you identify any errors in your submission, we will not be able to grant an extension to the above deadlines. It is your responsibility to ensure you follow the competition guidance rules and in doing so allow enough time to complete all the requirements described in this document.

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SWEDEN-INDIA
INNOVATION PARTNERSHIP

VINNOVA
Sweden's Innovation Agency

India-Sweden Collaborative Industrial Research & Development Programme
Request for Proposal (RFP) 2023

Guidance Guidelines

Indian Department of Science and Technology (**DST**) and Sweden's Innovation Agency (**Vinnova**) open this Request for Proposals (RFP) to meet the challenges of today and seize the opportunities our societies are faced with. With this RFP, DST and Vinnova support collaborative initiatives mobilising innovation for a sustainable future.

This RFP is open for Indian and Swedish companies who jointly aim to develop new innovative technologies, processes and advanced or technology-based services, which will in subsequent steps generate sustainable solutions for society coupled with market potential. The cooperation should be led by a commercial company in the respective country and the consortium could in addition include for example research performing organisations such as universities, research institutes or other similar entities.

The RFP closes on **October 12th, 2023**. Projects can commence in **April 2024**.

In this RFP, the partners in Sweden apply for funding from Vinnova and Indian partners from DST. Accordingly, the respective national funding guidelines and terms and conditions are applicable, i.e., with respect to eligibility, approved costs, and budget lines, reporting and other requirements (see the respective country-specific information below and in the respective funding body's guidelines, terms, and conditions).

The application guidelines above summarise the RFP. More detailed information on the RFP is available in the following annexures:

1. **Annexure 1** – Eligibility Criteria
2. **Annexure 2** – Project Requirements
3. **Annexure 3** – Eligible Technology Areas
4. **Annexure 4** – Project Funding Support
5. **Annexure 5** – Application Submission Process
6. **Annexure 6** – Project Evaluation & Pre-Commencement Process
7. **Annexure 7** – General Guidelines on Intellectual Property Rights (IPR)

Annexure 1: ELIGIBILITY CRITERIA FOR APPLICANTS

IN INDIA

The Indian Project Coordinator (IPC) must be a commercial company that operates in and is headquartered in India (ideally, researchers or managers of these companies should be nominated as project coordinators). Academic institutions, other R&D institutes (including not-for-profit research institutes recognised by Defence Advanced Research Projects Agency, DSIR, DARPAN) that are headquartered and operate in India are encouraged to participate in the projects as co-investigators/partners.

Specific criteria for eligible applicants are as follows:

1. The Indian Project Coordinator (IPC) applying for the project must be a company incorporated in India under the Companies Act 1956/2013.
2. At least 51% stake of the IPC Company must be owned by Indian citizens.
3. The IPC should have the required expertise and team capacity to manage the proposed project¹.

Please note for Indian applicants:

- Sole proprietors and partnership firms are not eligible for support under this programme.
- Companies headquartered and owned outside India and their subsidiaries in India, or vice versa, are not eligible to receive funding from DST under this program.

Preferences will be given to:

- Indian companies having partnership with government-funded Indian academic and R&D institutions.
- Indian companies having in-house R&D Centre recognised by DSIR. For details, please refer to: <http://www.dsir.gov.in/forms/irdpp/Application%20for%20R&D.pdf>.
- Companies that fall under the Micro, Small and Medium Enterprise (MSME) category, as defined by the Government of India. For definition of MSME, please refer to: http://www.dcmsme.gov.in/ssiindia/defination_msme.htm.

Note: multiple projects executed concurrently by the same company under DST programmes will be discouraged.

¹Where business entities are participants in a project, but with no initial involvement in R&D activities, the project must show a plan of how capabilities are going to be developed in the business entity in the following years to:

- perform future R&D projects
- develop the human resource capability within the business
- take technologies that are being developed to market
- develop new intellectual property, and
- enhance the ecosystem of Indian technology-based companies.

IN SWEDEN

Grants are only given to Swedish legal entities or organisations with branch or place of business in Sweden. The Swedish Project Coordinator (SPC) must be a company registered in Sweden with the Swedish Companies Registration Office (Bolagsverket). Sole proprietors and Limited partnership firms are not eligible for support under this programme.

Other organisation registered in Sweden are strongly encouraged to participate as a Project Participant in the Project Consortium to bring in relevant expertise needed to execute the project. Participants on the Swedish side may come from different sectors such as public research organisations (university, colleges, and institutes), private companies, public sector and/or non-profit organisations, providing they bring relevant expertise to the consortium. All participants must be legal entities.

Annexure 2: PROJECT REQUIREMENTS

Any team proposing an R&D-project addressing the requirements below is eligible to apply:

1. **From DST** – an Indian registered company Project Coordinator (**IPC**), responsible for the Indian application submission, leading the Indian part of the project and communicating with the Swedish Project Coordinator (**SPC**). Project Investigator (PI) will be an individual duly authorised by IPC to this project on behalf of IPC. **From Vinnova** – a Swedish Project Coordinator, responsible for the Sweden application submission, leading the Swedish side of the project and communicating with the Indian Project Coordinator.
2. Should there be any change in the Project Investigator (PI), liability on account of the project will continue to rest with the IPC/SPC. The IPC/SPC shall ensure that the project is staffed with personnel of relevant qualification, experience, and capability, as required, till project completion, so that the project execution is not impeded.
3. For the Indian side, a minimum of 50% of the total project costs must be incurred by the business partners. From the Swedish side, projects must be in conformance with the definitions of ‘industrial research’², ‘experimental development’³ or ‘Aid for start-ups’⁴ of the General Block Exemption Regulation, article 22 and 25 of commission regulation (EU) no 651/2014⁵.
4. On the **Indian side**, the projects should be in the levels of Technology Readiness Levels (TRL) between 5–8 for the products. However, for new processes or technologies, the project should be capable for creation of low-cost alternatives of an existing technology. On the **Swedish side**, projects should be within TRL-levels 3–8. Although it is not mandatory, it is encouraged for projects to engage an end-user/first customer, on either side of the consortium.

²‘**Industrial Research**’ means the planned research or critical investigation aimed at the acquisition of new knowledge and skills for developing new products, processes or services or for bringing about a significant improvement in existing products, processes or services. It comprises the creation of components parts of complex systems and may include the construction of prototypes in a laboratory environment or in an environment with simulated interfaces to existing systems as well as of pilot lines, when necessary for the industrial research and notably for generic technology validation.

³‘**Experimental Development**’ means acquiring, combining, shaping and using existing scientific, technological, business and other relevant knowledge and skills with the aim of developing new or improved products, processes or services. This may also include, for example, activities aiming at the conceptual definition, planning and documentation of new products, processes or services. Experimental development may comprise prototyping, demonstrating, piloting, testing and validation of new or improved products, processes or services in environments representative of real-life operating conditions where the primary objective is to make further technical improvements on products, processes or services that are not substantially set. This may include the development of a commercially usable prototype or pilot which is necessarily the final commercial product, and which is too expensive to produce for it to be used only for demonstration and validation purposes. Experimental development does not include routine or periodic changes made to existing products, production lines, manufacturing processes, services and other operations in progress, even if those changes may represent improvements.

⁴ **Start-up aid** schemes shall be compatible with the internal market within the meaning of Article 107(3) of the Treaty and shall be exempted from the notification requirement of Article 108(3) of the Treaty, provided the conditions laid down in this Article and in Chapter I are fulfilled. Eligible undertakings shall be any unlisted small enterprise up to five years following its registration, which fulfils the following conditions:

- it has not taken over the activity of another enterprise;¶
- it has not yet distributed profits;
- it has not been formed through a merger.

More information: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02014R0651-20170710>

⁵ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:02014R0651-20170710>

Annexure 3: ELIGIBLE TECHNOLOGY AREAS

The collaborative projects should be innovative and focused on creating possibilities for future new technologies, services or processes that will eventually lead to commercialisation. DST and Vinnova invite proposals in collaborative industrial research and development projects in the following areas:

- **Sustainable**
 - **Cities**
 - **Mobility**
 - **AI and Digitalisation**

Please note combinations of the areas above are also invited.

Annexure 4: PROJECT FUNDING SUPPORT

DST and Vinnova will implement a joint, merit-based project evaluation and selection process using their respective assessment processes.

Funds will be provided in accordance with the applicable laws, rules, regulations, and procedures established by each organisation, and/or in each jurisdiction/country. A maximum of four projects may be funded.

IN INDIA

DST will support the successful projects with **grants** under applicable State Aid regulations, as follows:

- DST will support up to maximum limit of INR 1.5 crore per project of the total Indian Project Cost, as a Grant in Aid, for a maximum project period of 24 months.
- Indian industry may receive up to 50% of their part of the eligible costs on a “Reimbursement Basis”, for costs already incurred on a proportionate basis.
- Indian R&D organisation/academic institution may receive up to 100% of their costs (within applicable range specified above and as per proposal) on a reimbursement basis.
- Funding from other public sector sources will be considered when awarding grant, and applicants will be asked to declare funding from other sources in the application.

IN SWEDEN

Vinnova will provide funding to Swedish side participants as **grants**. Grants are only given to organisations with operations in Sweden. The maximum funding levels which apply in this RFP are up to:

- 50% of eligible costs for companies (given under General Block Exemption Regulation Article 25)
- 70% of eligible costs for start-ups fulfilling criteria in GBER Article 22
- 100% of eligible costs for non-economic research performing organisations
- 80% of eligible costs for public sector, other non-economic organisations.

Vinnova's funding is subject to certain regulations controlling, among other things, the types of costs eligible for funding and aid intensity. Eligible costs are described in “Vinnova's General Terms and Conditions for Grants”⁶, as applicable on the date of decision. The rules

⁶ Projects with one Swedish project participant: <https://www.vinnova.se/globalassets/huvudsajt/sok-finansiering/regler-och-villkor/dokument/vinnovas-general-terms-and-conditions-for-grants---2023-single-participant-engelsk-version.pdf>

Multiple Swedish project participants: <https://www.vinnova.se/globalassets/huvudsajt/sok-finansiering/regler-och-villkor/dokument/vinnovas-general-terms-and-conditions-for-grants---2023-multi-participant-engelsk-version.pdf>

are elaborated in more detail in Vinnova's "Instruction to eligible costs"⁷. The General Terms and Conditions also contain regulations concerning project agreements, reporting, follow-up, auditing, handling of project results, conditions for payment and more.

Grants issued to companies and other organisations conducting economic activities are provided in accordance with the General Block Exemption Regulation (EU no. 651/2014) under which Vinnova provides grants covering a certain percentage of recipients' eligible costs.

In addition to the General Terms and Conditions, Specific Terms and Conditions may be applied. For this RFP, the following Specific Terms and Conditions applies:

- No later than at the time of the first status report to Vinnova, the Swedish Project Coordinator must be able to verify the existence of a Project Agreement (please see Vinnova's General Terms and Conditions for more information) signed by all Swedish and Indian project participants.

Please note, Vinnova will ask the Swedish Project Coordinator of projects approved of funding to submit the form "Participant's approval" (*Projektparts godkännande* in Swedish) for all Swedish Project Participants. In this RFP, Swedish Project Participants will be asked to submit the signed form as soon as possible (preferably within a week) after the decision has been communicated.

Additional specific terms and conditions may also be imposed. Any such terms and conditions will be specified by Vinnova in its decision.

⁷ www.vinnova.se/globalassets/huvudsajt/sok-finansiering/regler-och-villkor/dokument/2023-instruction-to-eligible-costs-eng.pdf

Annexure 5: APPLICATION SUBMISSION PROCESS

IN INDIA

1. Registration and submission of application

- The Indian Project Coordinator (IPC) may visit the TDB website: www.tdb.gov.in under the 'India-Sweden RFP 2023'-section.
- All applicants are required to register on the site.
 - Registration is a two-stage process.
 - Stage I – Registrant needs to provide basic information.
 - Stage II – The system will send a Login ID and Password to the email ID provided and ask for completion of registration.
- Application Submission Process:
 - IPC needs to submit the Application online (no other mode of submission will be accepted) by the **12th of October 2023 at 5 p.m. Indian Standard Time.**
 - Login with the same ID and password.
 - Complete and submit the desired Application Form, along with the required supporting documents, as listed on TDB's website, by the deadline.
 - Upon Application submission, the system will send auto-generated email acknowledgement to IPC, along with application reference number.
- The application must reflect collaborative, synergised and a balanced effort from both the IPC and the Swedish Project Coordinator (SPC), be written in English, and submitted using the prescribed process.

IN SWEDEN

1. Submission of application

The person who submits the application must be authorized to do so on behalf of the applying organisation(s). To apply for a grant, you fill in the web-based form at Vinnova's e-services portal (in Swedish: *Vinnovas e-tjänster*)⁸. If you do not already have an account, you may create one. Only Swedish participants should be included in the on-line application form with, for example, contact information and budgets. In other words, please do not add the Indian organisations on Vinnova's e-services portal. The following mandatory attachments are to be uploaded on Vinnova's portal:

⁸ <https://minprofil.vinnova.se/public/login?returnUrl=https:%2F%2Fportal.vinnova.se%2F>

- Template Project Plan and CV available on Vinnova's webpage⁹ (a MS Word document), filled in according to the instructions in these Call Guidelines. Applications submitted to Vinnova and DST should be identical. The application form should reflect collaborative, synergised and balanced effort from both the IPC and SPC and preferably be written in English. The CV part of the Template for Project Plan and CV shall include brief and relevant information on the Project Leader and key personnel on both the Swedish and Indian side of the consortium, including those in consultant roles.

2. Formal requirements

Vinnova will only assess proposals that meet the following formal requirements:

- Project Participants seeking grants from Vinnova must be organisations registered in Sweden.¹⁰
- The Swedish Project Leader must be employed by the Swedish Project Coordinator.
- The proposal follows the requirement for this RFP and contains all the mandatory attachments requested.
- The application must be submitted to Vinnova by the **12th of October 2023 at 2 p.m. Central European Time**. When the proposal submission period has expired, any addition to the proposal can only be made at the request of Vinnova.

3. After submission

The proposal can be read by Vinnova staff and by Vinnova's external evaluators appointed for the RFP. They all work under the obligation of professional secrecy. Applications related to this RFP are public documents. As a rule, in accordance with the principle of public access to official records, the public has the right to access these documents. This also applies to applications that are rejected or withdrawn. Vinnova's decisions and the reasons for its decisions are also public information. However, Vinnova is required by law to keep all confidential information about an individual's (including legal entities) business and operating circumstances, inventions, and research results, if it can be assumed that the individual will suffer financial loss if the information is made public. More detailed information about confidentiality rules apply to documents submitted to us can be found on Vinnova's website.¹¹

⁹ www.vinnova.se/en/calls-for-proposals/india-sweden-collaborative/cooperation-with-india-company-driven-2022-02776/

¹⁰In this regard, foreign organisation with a registered branch or establishment in Sweden are equated to Swedish organisations. The costs of the project must be attributable to the branch or establishment's operations.

¹¹ <https://www.vinnova.se/en/about-us/our-mission/rules-that-govern-our-activities/official-documents-and-confidentiality/>

Annexure 6: PROJECT EVALUATION AND PRE-COMMENCEMENT PROCESS

STAGE 1

In India: Eligibility checks with a complete set of documentation submitted by the Indian Project Coordinator (IPC) and Indian Partners, if any. Projects will be screened from the point of view of completeness of the application, the objective of the project, status of the technology, track record of the applicant and total cost.

In Sweden: Vinnova will only assess proposals meeting the **formal requirements** (Annex 5).

STAGE 2

In India and Sweden: Projects will be evaluated for its scientific, technological, commercial, and financial merits. The evaluation is conducted by experts relevant for the research and development area of each application. The evaluation criteria shall include:

- Soundness, scientific quality, and technological merit.
- Potential for wide application and the benefits expected to accrue from commercialisation.
- Adequacy of the proposed effort.
- Capability of the R&D institution(s) in the proposed action network.
- Organisational and commercial capability of the enterprise, including its internal accruals.
- Reasonableness of the proposed cost and financing pattern.
- Measurable objectives, targets, and milestones.
- Track record of the entrepreneur.
- Benefit of cooperation between Indian and Swedish side of the project.
- The intended product, service or process has the potential to contribute to one or more of the Sustainable Development Goals.¹²
- The projects potential to promote gender equality.¹³

¹²Improved conditions for innovation will strengthen the capacity to reach the Global goals for sustainable development in Agenda 2030. Innovation will be crucial, to create new solutions that contribute to the goals within the framework of the priorities of the RFP.

¹³ In particular projects using AI, as AI run the risk of having a negative effect on gender equality and discrimination. In the Swedish review process, the application will also be evaluated based on the applicants reply to the mandatory question under project data (in Swedish *Projektuppgifter*).

- How well the team (key persons) is composed regarding gender balance, including how power and influence between women and men is distributed in the project team. Any imbalances need to be commented on and goals related to gender equality should be described.¹⁴

STAGE 3

In Sweden: interviews with applicants. Applications will be assessed in competition with other applications. Vinnova may invite applicants of proposals, which have received sufficiently high grades from the initial review based on the submitted information, for interviews. The reason for this is to give Vinnova a possibility to assess other aspects than those covered in the texts. Details on how this will be done, as well as timing, will be communicated to the Swedish applicants well in advance.

STAGE 4

In India and Sweden: a joint ranking list is produced based on the results of the national review processes.

STAGE 5

Announcement of awarded projects.

STAGE 6

In India: signing of Grant Agreement (GA).

In Sweden: project approved for funding send a start report to Vinnova, including a signed participant's approval from every participating organisation in the project in Sweden.¹⁵ Projects start receiving funding when the start report has been approved.

¹⁴As Sweden's Innovation Agency, Vinnova promotes innovation that has the potential to contribute to sustainable growth. For generating innovation with the most possible impact, it is important to make use of the entire potential that exist in societies. Therefore, Vinnova actively works for including all groups in society to participate in innovation processes. In addition, Vinnova also encourages projects to generate results that benefit all groups in society equally. Gender equality is a prerequisite for sustainable growth and the projects funded by us are expected to contribute to an equal development of society. In our case it means that both women and men can access funding with equal opportunities and participate in - and have influence over - the project. More information on how we address Agenda 2030 and Gender Equality is found on Vinnova's website: <https://www.vinnova.se/en/m/the-2030-agenda--a-key-driver-of-innovation/>.

¹⁵ For more information please see: <https://www.vinnova.se/en/apply-for-funding/>

Annexure 7: GENERAL GUIDELINES ON INTELLECTUAL PROPERTY RIGHTS
(IPR)

Swedish Applicants

Vinnova's general terms and conditions for grants – 2023 MULTIPAL PARTICIPANTS regulates the question of a Project Agreement (§ 1.4).¹⁶

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 (see § 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.

Applicants are kindly asked NOT to send the agreement between the Project Participants to Vinnova. The Swedish Project Coordinator will be asked to tick a box to affirm the existence of Project Agreement by the first status report, which is due approximately six months into the project. However, as DST requests Indian applicants to provide a Project Agreement by the time of the Indian review meeting at the latest (please contact DST for more details), this affects the deadline for Swedish participants to have the Project Agreement ready.¹⁷

Vinnova's general terms and conditions for grants – 2023 MULTIPAL PARTICIPANTS also regulates the Right of use of project results and background information (§ 7.2).

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

¹⁶ www.vinnova.se/globalassets/huvudsajt/sok-finansiering/regler-och-villkor/dokument/vinnovas-general-terms-and-conditions-for-grants---2023-multi-participant-engelsk-version.pdf

¹⁷ More information is also available in Vinnova's guiding document to Project Agreements (in Swedish) <https://www.vinnova.se/globalassets/huvudsajt/sok-finansiering/regler-och-villkor/dokument/avtalsguide-dokumentversion-210205.pdf>

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.

Indian Applicants

The regulation of ownership and access rights to Background and Foreground shall be entered into the Project Agreement and include provisions regarding inter alia:

- (i) The Participants in a project shall ensure appropriate protection of Intellectual Property Rights (“IPR”) generated from cooperating pursuant to the joint project approved under India-Sweden Request for Proposals (RFP) consistent with their respective laws, rules, and regulations.
- (ii) “Background” means any data, know-how or information whatever its form or nature, tangible, or intangible, including any rights such as IPR, which is:
 - a) held by Participants prior to their accession to the action,
 - b) needed for carrying out the action or for exploiting the results of the action, and
 - c) identified by the Participants.
- (iii) Each Participant is and shall remain owner of its Background.

The Participants shall declare that, to the best of their knowledge and belief, the use of the Background or Foreground in connection with the cooperation does not infringe any third party’s valid Patent Right/Intellectual Property Rights. The validation and verification in context of the project, is to be carried out with much sensitivity and precaution by the Participants to avoid all kinds of infringements of rights. The Participants will be jointly responsible for the Joint Foreground and each Participant is responsible for their own respective Background and/or Foreground. Each participant is responsible for any kind of legal implications emanating from infringement by it, as set forth in the Project Agreement.

- (iv) A Participant that holds Background is, until the signing of the Project Agreement, or by special agreement with the Participants, entitled to exclude Background from a Participant's right pursuant to this section as per mutual agreement.
- (v) “Foreground” means any tangible or intangible output of the action, such as data, knowledge, or information, that is generated in the action, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including IPR, as a result of performing the activities under the Project Agreement.
- (vi) If, for the implementation of the project, a Participant needs access to or use of another Participant's Foreground, 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, that Participant shall be entitled thereto to the extent necessary.

- (vii) Unless otherwise agreed, if a Participant, to use its own Foreground (also including jointly owned Foreground), needs access to or use of another Participant's Foreground or Background, that Participant shall be granted such rights to the extent necessary.
- (viii) Unless otherwise agreed, Foreground shall be owned by the Participant generating it. Where Participants in an action have jointly generated Foreground, and where their respective contribution to the joint Foreground cannot be ascertained, or where it is not possible to separate such joint Foreground for the purpose of applying for, obtaining, or maintaining the relevant IPR protection, they shall have joint ownership of that Foreground. In case of Joint Foreground, the Participants should apply as co-applicants, unless otherwise agreed, for the protection of Intellectual Property Rights in accordance with the terms and conditions of the Project Agreement and in accordance with their obligations under Grant/Funding Agreements with the respective funding organisations.

The non-exclusive licenses to third parties to exploit the jointly owned Foreground, without any rights to sub-license, can be granted subject to the following conditions:

- a) agreement between the joint owners,
 - b) prior notice shall be given to the other joint owners,
 - c) fair and reasonable compensation shall be provided to the other joint owners. If employees or any party working for a Participant are entitled to claim rights to the Foreground generated, the Participants concerned shall ensure that it is possible for those rights to be exercised in a manner compatible with its obligations under the Grant/Funding Agreement with the respective funding organisation. The Participants shall use the Foreground in accordance with a plan for use. Use means, for example commercialization, licensing, and publication. In case of publication consideration shall be taken to a Participant's need of protecting intellectual property and trade secrets.
- (ix) Commercialisation: The Participants shall agree in advance on the ownership, management, and commercialisation strategy. License rights, manufacturing rights, marketing responsibilities, ownership of technology and other related commercial strategies for the outcome of this joint project.

Confidential Information:

- (x) All information and documents exchanged between the Participants shall be kept confidential by the Participants and shall be used subject to such terms as each Participant may specify, subject to the Participants respective applicable laws, regulations, rules, and procedures.
- (xi) The Participants shall not use the information for purposes other than those specified, without the prior written consent of the other Participant.
