

Vinnova's general terms and conditions for grants – 2024 MULTI PARTICIPANTS

Dnr: 2023-03843

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

Definitions

Beneficiary – Participant that receives a grant from Vinnova. A Beneficiary may not finance another Participant.

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

Project Description – description of the project in the application form and attachments, including time schedule and budget.

Participant –organisation, that participate in the design of the project, contribute to its implementation and share the risk and the output of the project. A Participant may not, within the project, be a subcontractor to another Participant.

Participant Approval – commitment by a Participant to implement the project in accordance with the decision. A form is provided by Vinnova.

Project Agreement – agreement between Participants to regulate inter alia Participants commitments, rights and obligations etc. within the project,

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

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

1.1 Regulatory requirements etc.

Participants shall when implementing the project

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

1.2 Participant Approval

Each Participant shall sign the Participant Approval.

1.3 Project abstract

The Participants 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.

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1.4 Project Agreement¹

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. 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. Costs in interim and final reports shall be actual and incurred, and otherwise in accordance with § 6.1 below.

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 (3) 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,
- to keep original copies of the Project Agreement and all Participant Approvals,
- to receive payment of Vinnova's financial contribution,
- to transfer Vinnova's financial contribution to the other Beneficiaries in accordance with the decision and regulations in the Project Agreement,
- not to, without Vinnova's written approval, transfer Vinnova's financial contribution to insolvent Beneficiaries (see § 5),
- to, on request, verify how each payment has been distributed between the Beneficiaries,
- 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 insolvency relating to itself or another Participant (see § 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 in relation to Vinnova be authorised to represent the Coordinator regarding the project. A change of project manager requires Vinnova's approval.

1.7 Information to be provided to the Coordinator

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

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§ 2 Subcontractor

A Participant may call upon a third party (subcontractor) to carry out activities only if such subcontracting is described and included in the budget of the Project Description. Participants are responsible for their subcontractors as for themselves.

A Participant may not, within the project, be a subcontractor to another Participant.

§ 3 Admission and withdrawal

Admission or withdrawal of a Participant requires Vinnova's written approval, unless otherwise stated in the decision.

§ 4 Changed prerequisites

A Participant may not, without Vinnova's written approval, continue 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 Insolvency²

A Participant that during the project becomes insolvent shall immediately inform the Coordinator and Vinnova of the situation.

§ 6 Financial provisions

6.1 Eligible costs

Eligible costs are the costs on which a Beneficiary's granted amount is calculated. The following also applies to a Participant not being a Beneficiary.

6.1.1 General conditions

For a cost to be eligible, it shall:

- be actual and verifiable,
- be incurred by a Participant,
- have been incurred during the project time as specified in the decision,
- be recorded in the Participant's and established in accordance with the Participant's usual and generally accepted accounting principles,
- be reasonable and incurred for the sole purpose of carrying out the project,
- be in line with Participant's internal policies and guidelines, especially with regard to effects on environment and climate, and
- be deductible under applicable tax laws including the regulations and guidelines of the Swedish Tax Agency (*sw. Skatteverket*).

For costs to be eligible, the costs shall, in the Participant's accounting, be registered under a project-specific code or equivalent and be reported to Vinnova in the final report at the latest.

Vinnova's instruction to eligible costs shall apply³ and is part of these terms. 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, i.e. gross salary and actual additional costs, to the extent that the Participant's personnel work in the project, subject to the limitations and exceptions stated in 6.1.2 below,
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 the limitations and exceptions stated in 6.1.2 below,
4. other direct costs, and
5. indirect costs to the extent given below.

6.1.2 General limitations and exceptions

¹ More information is available in Vinnovas Avtalsguide.

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

³ Instruction to eligible costs is available on the Vinnova website.

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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 only need to keep costs corresponding to the grant separated from other transactions in their accounts.

Other Participants may add actual indirect costs, however not exceeding an amount corresponding to 30 % of its eligible personnel costs.

Excluded from eligible costs are (1) costs incurred in connection with conclusion of the Project Agreement, (2) costs for licenses, or similar costs, when charged between Participants and (3) costs incurred by a Participant during insolvency, (4) costs for work carried out by employees at a university or higher education establishment which is non-compliant with rules on such employee's outside activities, and (5) costs for a participating person who, as employee or service provider, has performed work also for another Participant and this is not the result of a change of regular employer.

When Vinnova requires that a foreign organisation shall have a branch or a place of operations in Sweden to be eligible for a grant, the Beneficiary's costs shall be attributable to the branch or place of operations to be eligible.

6.2 Payments

The payment plan is preliminary and can be adjusted depending on the Beneficiary's actual use of funds. A prerequisite for the first payment of a grant is that the Start report and copies of all Participant Approvals have been received by Vinnova 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 by Vinnova on time, including any requested additional information.

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

If payments cannot be made during the calendar year to 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

A Beneficiary who has received payments exceeding the amount it is entitled to according to the decision, is obliged to repay such amount to Vinnova. A Beneficiary is never entitled to more than the lower of the amounts that follow from the maximum Aid Intensity and the maximum grant amount, respectively.

Upon approval of the final report, Vinnova will notify the Coordinator of any repayment obligation and the amount to be repaid. Repayment shall be made within 30 days from Vinnova's notification.

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

6.4 Set-off

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

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§ 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 to protect intellectual property and trade secrets. Scientific publications relating to results of the project must be published open access in accordance with Vinnova's instruction.⁴

Beneficiaries may not transfer or grant licences to project results, or in any other way take any measure that results in indirect state aid.

Vinnova claims no ownership of project results.

7.2 Right of use of project results and background information⁵

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 be given as *Sweden's Innovation Agency*). 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 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. A Participant shall then, at own cost, provide all the necessary material. This right applies during the Project time and ten (10) years after the final payment.

8.2 Auditor's certificate

If a Beneficiary's maximum granted amount according to the decision is SEK three (3) million or more, an auditor's certificate shall be attached to the final report. Universities

⁴ Anvisning för publicering med öppen tillgång is available on the Vinnova website.

⁵ More information is available in Guide till Vinnovas villkor om nyttjanderätt

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and higher education establishments are exempt from the obligation to provide auditor's certificates.

Regardless of the above, an auditor's certificate shall be attached to a report if it is stated in the decision or in a special clause.

The certificate must be completed according to Vinnovas instructions⁶. The audit shall be performed by a certified accountant.

For municipalities, county councils, governmental agencies, an auditor's certificate from professional local government auditor or certified internal auditor is also acceptable.

§ 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 or paid on an incorrect basis or with an excessive amount,
2. the grant, for some other reason, has been approved or paid on an incorrect basis or with an excessive amount, and the recipient should have realised this,
3. the grant has not been used or spent, or there is reason to believe that the grant will not be used or spent, for the purpose stated in the grant decision, or
4. 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, 2 or 4 above exists, or if the grant has not been used or spent for the purpose stated in the grant decision. 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.

§ 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.

⁶ Instructions and template are available on the Vinnova website