

General terms and conditions for projects funded by the Knowledge Foundation

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1. General

These general terms and conditions apply to projects funded by the Knowledge Foundation. The terms are attached to the project agreements ('agreements') that the Knowledge Foundation enters into with the higher education institution that receives the granted funds and which is responsible for the project.

If the Knowledge Foundation and the higher education institution have agreed on special terms for a project that deviate from the current general terms and conditions, the special terms will take precedence. If general terms in the agreement differ from these terms, the general terms in the agreement will take precedence.

Unless otherwise specified, the term 'project' is used hereinafter to refer to a project with agreed funding from the Knowledge Foundation, and the term 'university' is used hereinafter to refer to the higher education institution within the target group of the Knowledge Foundation that has entered into an agreement with the Knowledge Foundation on such a project.

2. The university's responsibility for projects

Only one of the 22 universities that belong to the Knowledge Foundation's target group¹ can receive project funding. The payment of the project funding requires that an agreement has been made with the university. The university is responsible for handling the funds.

Through the project manager specified in the agreement, the university is responsible for ensuring that the project is carried out in accordance with the project plan and budget set out in the agreement, as well as other terms in the agreement. Implementation includes reporting on the project as per the Knowledge Foundation's requirements for reporting. The project owner appointed by the university must support and follow up on the project, as well as secure resources for the implementation.

The project manager and the project owner must be employed at the university throughout the project. If several universities within the target group of the Knowledge Foundation participate in a project, the project manager must be employed at one of these universities.

3. Participation from other organizations

In addition to universities within the target group of the Knowledge Foundation, other higher education institutions, companies, authorities, municipalities and other organizations can also participate in projects in accordance with the provisions of the project plan. These actors will be responsible for their own costs for participating in the project.

4. Co-funding companies

General

For projects where the Knowledge Foundation requires co-funding from companies according to its statutes, the only companies that can be counted as co-funding are those that are approved by the

¹ Blekinge Institute of Technology; the Swedish National Defence College; The Swedish School of Sport and Health Sciences; Dalarna University; University of Borås; University of Gävle; Halmstad University; Jönköping University; Kristianstad University; University of Skövde; University West; Karlstad University; the University of Arts, Crafts and Design; the Royal Institute of Art; the Royal College of Music in Stockholm; Linnaeus University; Malmö University; Mid Sweden University; Mälardalen University; Stockholm University of the Arts; Södertörn University and Örebro University.

Knowledge Foundation and fall under the business definition of the Knowledge Foundation (see www.kks.se).

Co-funding may only be used for the intended project and not for the co-funding of other projects.

The university is responsible for signing agreements with the co-funding companies to co-fund the project and address intellectual property issues.

During the project period, the university shall monitor the contributions and input of the co-funding companies to the project. Upon final reporting for the project to the Knowledge Foundation, all co-funding from each co-funding company must be reported and certified.

Cash

Cash co-funding is only approved to a limited extent, unless it is specifically stated in the Knowledge Foundation's call for proposals or in an agreement with the university that cash can be used as a means of co-funding.

5. Project reporting

The university will report on project progression and results to the Knowledge Foundation in accordance with the reporting schedule detailed in the agreement and the reporting instructions and templates provided on the Knowledge Foundation's project management portal, SBS Manager (the 'project portal').

The Knowledge Foundation decides whether a submitted report should be approved or not. The Knowledge Foundation normally notifies the university no later than two months after the interim report and no later than three months after the final report has been received. If the university's reporting is incomplete or unclear, the Knowledge Foundation's approval may take longer.

The university must submit a final report on projects to the Knowledge Foundation, even in the case of premature termination of the project agreement.

The Knowledge Foundation has the right to reproduce, translate, use and distribute reports submitted in connection with a project. This right also applies after the project agreement has terminated.

6. Management of changes during the project period

The project manager can decide on minor changes relative to the project plan that do not affect the purpose and goals, deliverables, or timeframe of the project. The project manager can also make minor reallocations between cost elements in the project budget and make minor adjustments to the project staff.

The university can decide to change a project owner. Information about a new project owner must be reported to the Knowledge Foundation in the project portal.

If the university:

- (i) wants to change a project manager,
- (ii) wants to change a co-funding company,
- (iii) wants to change a project period,
- (iv) wants to use project funding that has been granted to a particular project to co-fund another project from other funders, or
- (v) wants to make changes to a project other than those listed above in the first and second paragraphs of this section 6,

a prior approval from the Knowledge Foundation is required, unless otherwise expressly stated in the agreement. Any proposed changes must be communicated to the Knowledge Foundation in good time before they are to come into force. Such communication must primarily take place in the project portal.

7. Information about the project

When providing information about the project and when publishing the project results, the university must state that the project is being carried out with funds from the Knowledge Foundation.

The Knowledge Foundation has the right to publish basic information about the project (i.e. information about reference number, name, project summary (abstract), project manager, project period, decided

amount for project funding, programmes, co-funding companies and other parties and the host university) in order to inform about the activities funded by the Knowledge Foundation.

8. The Knowledge Foundation's funding

The Knowledge Foundation undertakes to pay the university project funds in accordance with the terms of the agreement, provided that the university has fulfilled its obligations under the agreement.

Partial payments of project funding are made in June and December during the project period. Project funding is normally paid in instalments of equal amounts on the respective payment dates. The amounts shall be calculated such that the project funding is paid in full by the last payment date of the project period. If even partial payments are not possible, excess amounts will be paid out on the last payment date. If both parties agree, the Knowledge Foundation and the university may change the payment schedule as long as the project funding is paid in full during the project period.

If the Knowledge Foundation and a university jointly decide to extend the duration of a project, the Knowledge Foundation may decide to change the periodicity and/or the amount of the partial payments so that the project funding is paid in full on the last payment date of the extended project period.

9. Approved costs in projects

Main principles

Project funding can be used to cover the following direct costs attributable to a project and incurred by participating universities within the Knowledge Foundation's target group:

- (1) Salary costs;
- (2) Premises costs;
- (3) Costs for equipment, licenses, permits etc.;
- (4) Travel expenses;
- (5) Costs of communication and publishing; and
- (6) Consultation costs.

Indirect costs (overhead, 'OH') that are attributable to a project can be covered by project funding in accordance with the information below and in section 11.

Costs must be actual (unless otherwise expressly stated in the agreement), verifiable, necessary for the project and incurred during the project period.

Cost statements must comply with the usual accounting principles and good accounting practice of the university.

The university must keep separate accounts for the projects such that the funding of each project can be tracked during the project period and the project accounts can then be reviewed.

Unless otherwise specifically stated in the agreement, co-funding of a specific project will cover direct costs attributable to the project arising from the co-funding company.

The cost of contributions from research institutes is calculated based on their internal rate or membership fee. Costs of government agency participation are calculated as cost price.

Salary costs (salary)

Salary costs for staff working in the project constitute a direct cost in the project.

Salary costs for administrative staff and support functions are not direct costs but are included in the OH, unless it can be demonstrated that they are included in the project.

Salary costs refer to gross wages, including employer contributions, holiday pay and insurance. Benefits are not included.

Salary costs for co-funding companies can be calculated based on actual costs up to SEK 800 per hour or be standardised to SEK 800 per hour. Higher hourly costs are not approved.

Premises costs

The project's share of the costs for premises used to carry out project operations constitutes a direct cost in the project.

Premises in which the project does not conduct its business directly, e.g. common areas, do not constitute direct costs, but are included in the OH.

Material costs (material)

Costs for materials that are directly necessary for the project constitute a direct cost in the project.

Consumables and office supplies do not constitute direct costs, but are included in the OH.

Costs for equipment, licenses, permits, etc. (equipment)

Costs for equipment that are central to the implementation of the project constitute direct costs in the project. The calculation of equipment costs must comply with the university's rules for investment and depreciation. Depending on the cost and use of the equipment, there are two different options:

1. For major investments that are part of several projects and/or used by several units, and where depreciation and use take place over a longer period, the project will only be charged in proportion to the cost of the part / time / share used in the project.
2. For smaller investments where usage can be mainly linked to the project, and where the investment is depreciated directly, the project must be charged with the full cost.

If the costs of using and/or changing/expanding expensive equipment are included in the project budget or constitute co-funding, it must be stated how the costs for the equipment were calculated. The Knowledge Foundation makes an appropriateness assessment of the estimated cost.

Costs for PCs, standard accessories and conventional software are not counted as equipment and are not a direct cost, but are included in the OH.

Expenses for licenses and application processing that are attributable to the project constitute direct costs in the project.

Travel expenses (travel)

Travel expenses, including conference fees attributable to the project, can be included as direct costs in the project in accordance with the travel regulations of each participating organization.

Communication and publishing costs (Communicating results)

The cost of publishing in scientific contexts attributable to the project, as well as the cost of communicating the project and its results to various stakeholders outside the project, including costs for language review and translation, constitute a direct cost in the project.

The costs of communication and coordination between employees and parties within the project are counted as part of the regular work of the project and are therefore included in the salary costs.

Consulting costs (consultation)

The Knowledge Foundation can accept costs for consultation services that are attributable to the project as direct costs in the project if they are offered at market prices and if the consultation significantly strengthens the implementation of the project and the possibilities for achieving the goals.

Consultation fees may not relate to individuals employed by a participating university, co-funding companies or companies run by such individuals.

10. Unapproved direct costs

The following costs may not be covered by project funding or co-funding:

- intellectual property costs (such as in connection with patent applications),
- scholarships and grants, and
- VAT for VAT-liable parties in the project (on the other hand, if the recipient of the project funding is not liable for VAT, VAT will constitute an actual cost and can be counted as a cost).

11. Indirect costs (overhead)

Indirect costs (OH) should not be included in the project budget. When deciding on project funding within the framework of normal programme forms, the Knowledge Foundation instead pays an additional 20% on the direct costs to be funded by the Knowledge Foundation (23% within the Knowledge and Competence Centres programme). The amount of the OH surcharge for the project is specified in the agreement.

Examples of indirect costs (OH) are costs for

- common functions for management, leadership and service outside the project,
- administrative staff,
- existing equipment used to a negligible extent,
- personal computers, standard accessories and customer-specific software,
- telephone and mail,
- insurance, and
- consumables and office supplies.

12. Employer and work conditions

The Knowledge Foundation is in no way an employer or customer for project staff or contractors.

13. The Knowledge Foundation's right to reconsider project funding etc.

The Knowledge Foundation has the right to (i) terminate agreements with immediate effect, (ii) change its decision on project funding in relation to an ongoing or completed project by cancelling future payments, and/or (iii) recover paid funds from a university:

- if the implementation of the project deviates significantly from the project plan and/or the project budget,
- if the project follow-up or evaluation shows that the project will probably not be able to be carried out in accordance with the project plan or in accordance with the Knowledge Foundation's goals and purpose of the current programme,
- if the companies have not fulfilled their commitments according to the project plan and the project budget,
- if the necessary permits and/or approvals are missing for the project,
- if the university has not satisfactorily fulfilled the project reporting request from the Knowledge Foundation,
- if the university has provided false or misleading information to the Knowledge Foundation, or
- if the university has otherwise violated the agreement.

14. Repayment of funds

If the project funding paid in connection with the project has not been used in full, the university must repay unused funds to the Knowledge Foundation. However, the repayment does not have to be made if the current amount including the OH is below SEK 25,000.

The repayment of the paid project funding shall also be made if the total co-funding of a project by the co-funding companies is less than the share of the Knowledge Foundation's funds stipulated in the agreement. The repayment shall then be made such that the total funding from the Knowledge Foundation equals the total co-funding from the participating companies. In this case, too, the repayment only has to be made if the lack of co-funding is at least SEK 25,000.

Sections 13 above and 17 below show other situations in which the Knowledge Foundation has the right to demand repayment of the paid project funding.

Refunds will be made against a request that the Knowledge Foundation may send to the university after reviewing the final financial report for the project.

15. Assessment and auditing

The Knowledge Foundation has the right to review ongoing or completed projects and/or to carry out a financial audit. The person or organization appointed by the Knowledge Foundation then has the right to access the documentation and meet people who can provide information about activities and finances within the project. The university provides the requested documents and other information to support the assessment and audit.

16. Foundation insight

The Knowledge Foundation has the right to obtain insight into any project that the Knowledge Foundation deems necessary.

17. Contract period

An agreement is effective from the day the Knowledge Foundation and the university have signed the agreement up to and including the day the Knowledge Foundation notifies the university if the Knowledge Foundation has approved the project's final report.

The Knowledge Foundation and the university have the right to jointly agree that contracts will be terminated prematurely. At the same time, the parties must agree on how the financial relationship between the parties should be resolved.

The Knowledge Foundation has the right to terminate any agreement in accordance with the provisions in Section 13.

If the conditions for the implementation of the project change in such a way that essential parts of the project plan cannot be implemented, the university has the right to terminate the agreement in writing until it is terminated prematurely. In the event of such termination, the Knowledge Foundation's future project funding payments will be cancelled and the Knowledge Foundation will decide at its own discretion, but following a dialogue with the university, whether and how much of the paid project funding is to be repaid.

18. Changes in agreements

Unless expressly stated otherwise in an agreement, changes and additions to the agreement must be made in writing and signed by the parties in order to be binding.

With the exception of the provisions mentioned above, the Knowledge Foundation can change its general terms and conditions if the change is not at the expense of the university, is of an administrative nature or is required due to mandatory legal provisions. The Knowledge Foundation will then inform the university of any change with a notice period of at least 30 calendar days and provide the new version of these general terms and conditions.

19. Prohibition of transfer

The Knowledge Foundation and the university may not transfer their rights and obligations under an agreement without the other party's prior written consent.

20. Handling of personal data

Personal data is processed and managed in accordance with the applicable laws on personal data and the data protection provisions of the Knowledge Foundation.

21. Other information about agreements

Agreements fully regulate the rules that must be adhered to by the Knowledge Foundation and the university on the contractual issues.

If any provision of an agreement is found to be invalid or unenforceable, the stipulation and other provisions of the agreement will apply to the extent permitted

22. Disputes and applicable law

Swedish law shall be applied to the agreements.

Should the parties be unable to reach an amicable agreement, all disputes arising in connection with an agreement will be finally resolved through arbitration in accordance with the arbitration rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration board will consist of three arbitrators. The seat of the arbitration shall be Stockholm. The language of the proceedings shall be Swedish.