

Additional terms and conditions for multi-party projects

Note: This document is a translation of the Swedish original. If there are differences between the Swedish and English versions, the Swedish version applies.

These terms and conditions were established by the Swedish Research Council for Environment, Agricultural Sciences and Spatial Planning (Formas) on 19 December 2023. The conditions apply, in addition to Formas' general terms and conditions for research and innovation grants (Formas' General Terms and Conditions"), in some of Formas' calls involving more than one Project Party. Definitions are set out in the general terms and conditions. The terms and conditions apply to grants awarded on or after 1 January 2024.

1. Approval of the Project Party

Each Project Party must sign a written commitment to implement the Project in accordance with Formas' grant award decision, the Project Terms and Conditions, and Formas' approved Project Description (Project Party's approval).

In order for the first instalment of funds to be paid out, a copy of each Project Party's approval must have been received in a timely manner together with any requested supplementary information.

2. Project agreement

The Project Parties must regulate mutual commitments, terms and conditions for intellectual property rights to project results and background material as well as other significant aspects of the cooperation in a project agreement. The contents of the project agreement must be consistent with other Project Terms and Conditions. The Project Parties must have concluded the project agreement no later than the due date of the first financial report to Formas.

3. Obligations of the Administrating Organisation

In addition to the obligations of the Project Party under Section 2 in Formas' General Terms and Conditions and Paragraph 2 above, the Administrating Organisation has the following obligations:

- Coordinating the Project.
- Possessing the necessary authority to represent other Project Parties regarding the Project in relation to Formas.
- Coordinating the Project and representing other Project Parties vis-à-vis Formas.
- Storing original copies of project agreements and each Project Party's approval.
- Transferring Formas' funds to other Project Parties in accordance with Formas' decision.
- Upon request, informing Formas about how each payment has been distributed among Project Parties.
- Refraining from transferring funds to Project Parties who are in financial difficulties.

In addition, it is the responsibility of the Administrating Organisation to immediately forward any decisions, amending decisions and other information relevant to the Project Party from Formas to the other Project Parties, as well as information about its own or any other Project Party's financial difficulties.

4. Supporting documentation for Administrating Organisations

The Project Party must provide the Administrating Organisation with supporting documentation and other information so that it can fulfil its obligations to Formas under Paragraph 3 above.

5. Calculation of Project Party costs not covered by grants from Formas

A Project Party that does not receive funds from Formas must calculate its costs in accordance with Section 5.2 in Formas' General Terms and Conditions.

6. Project agreement, licensing and similar costs

Eligible costs under Section 5.2 in Formas' General Terms and Conditions do not include costs incurred in connection with the conclusion of project agreements, license costs or similar between Project Parties.

7. Joint and several liability for implementation

The Project Party may not be a funding source for another Project Party within the framework of the Project.

The Project Parties are jointly and severally liable for the implementation of the Project in accordance with the Project Description.

8. Right to use project results and background material

If a Project Party requires access to or use of another Project Party's results or background material in order to implement the Project, that party has the right to access such results or material to the required extent free of charge.

If a Project Party requires access to or use of another Project Party's results or background material in order to make use of its own results (including jointly owned results), that party must be granted access to the extent required.

The Project Party that is in possession of the background material has the right, by the time the project agreement is signed or by special agreement with interested Project Parties, to exempt that material from the right of a Project Party resulting from this condition.

9. Audit certificates

If, according to the decision, the Project Party receives funds equivalent to three (3) million kronor or more from Formas, an audit certificate from the certified/authorised auditor for this Project Party must be attached to the final financial report. The audit certificate must also be attached to the report if requested by Formas.

For municipalities, county councils, government agencies and higher education institutions, audit certificates from internal auditors are also acceptable.

Through the audit certificate, the auditor must confirm that the final report contains the costs of the Project Party from its accounts, that the costs were incurred during the project time frame stated in the decision, that the costs

were substantiated and that the Project Party's accounting routines are in accordance with generally accepted accounting principles.

The cost of an audit certificate represents an eligible cost up to 30,000 kronor.