

Standard terms and conditions for grants for innovation contracts

Intellectual property rights

Intellectual property rights, e.g. current or future patents, trademarks, design, know-how, copyright, etc., developed as part of the project or that amount to part of the project, must be the property of the grant recipient or used by the grant recipient by way of license or other usage rights. Unless Innovation Norway consents otherwise, the contract between the grant recipient and the agency/customer organisation shall, as a minimum, ensure the grant recipient's right to further development and commercial use of the project output for a specified period of time and in markets and sectors suitable for realising increased value creation and growth on the part of the grant recipient.

The grant recipient must have satisfactory descriptions, documentation, source codes, etc. in relation to intellectual property rights, production methods/systems, etc. developed as part of or that constitute part of the project and must store these in a satisfactory manner. Innovation Norway may also request that the necessary declarations concerning intellectual property rights are provided.

Special information concerning grants for machinery and equipment

Machinery and equipment financed through grants must be new unless otherwise authorised by Innovation Norway.

In the event that grants are used for part-financing of machinery or equipment, it is a requirement that such machinery or equipment is not financed through leasing or encumbered by sales collateral.

Duty to notify

The grant recipient has a duty to notify Innovation Norway in writing as soon as possible if

- the work on the project is interrupted or substantially delayed (within the agreement period), or
- the project for which the grant has been awarded is completed.

Repayment

Any grants that have been paid may be requested to be repaid in full or in part in the event of property being sold or if the company, equipment or intellectual property rights are sold or moved out of the country or from one rural development area to another area within five years of the payment date, unless otherwise determined by Innovation Norway. The grant recipient shall have a duty to notify Innovation Norway in advance of any sale or move.

If the grant recipient provides incorrect information or if the grant is not used in accordance with the conditions for the award, the grant may be requested to be repaid in full or in part.

Verification

Innovation Norway and the Office of the Auditor General of Norway shall be entitled to initiate verification measures to ensure that the grant is used in accordance with the conditions.

Ethics and social responsibility

Innovation Norway must contribute to sustainable development, including greater social responsibility in Norwegian business and industry. The parties agree that their collaboration must be based on high standards of ethical attitudes and avoid contributing to corruption, violation of human rights, poor working conditions or making a harmful impact on local communities and the environment. Innovation Norway expects customers and partners to have guidelines for ethics and social responsibility in their enterprises.

Innovation Norway will have the right to withdraw the grant or request that the grant be repaid if serious violations of the above are detected.

The grant will not normally be paid out if there is justified suspicion of the grant recipient or key persons within the grant recipient's organisation being involved in circumstances specified in Section 387, 388 or 389 of the Penal Code (corruption). The grant may also not be paid out if there is a similar suspicion of other serious financial crime, including environmental crime, tax evasion or misuse of public funds.

The grant will normally be requested to be repaid if the grant recipient or key persons within the grant recipient's organisation have been fined or convicted on the basis of circumstances specified in Section 387, 388 or 389 of the Penal Code. The same applies if the grant recipient or the specified persons have been fined or convicted of other financial crime, including environmental crime, tax evasion or misuse of public funds.

Taxes

The grant shall be considered ordinary taxable income and must be recognised as income by the recipient

EEA Agreement

A grant that has been paid out may be requested to be repaid if the funding is found to contravene the regulations set out under the EEA Agreement. In this connection, the following terms and conditions shall apply:

- Innovation Norway shall be entitled to request that required information be presented.
- The funding recipient has a duty to provide information about any other public funding.
- Funding that has been paid out illegally may be requested to be repaid.
- The conditions of any requests for repayment of funding will be determined on an individual basis.

The interest rate for the repayment will be based on market interest rates. Interest will normally be accrued from the date on which the funds were received until the date on which the funds have been repaid.

Questionnaire

It is a condition that the company participates in any questionnaires in connection with evaluations, customer surveys, etc. carried out by Innovation Norway or the departments in connection with Innovation Norway's activities. Such surveys are essential to the work on developing the best possible service provisions for industry.

Media coverage

It is a requirement that the contributions from Innovation Norway be addressed in connection with any presentations and exposure of the project in the media.

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