

STANDARD TERMS AND CONDITIONS ON EEA AND NORWAY GRANTS FROM INNOVATION NORWAY

Updated: 31.08.2021

1. Conditions for the awarding of the Grant

The Grant is awarded under the following general conditions:

- 1.1 The Project Promoter shall provide all information necessary for the good implementation of the project and apply the highest degree of transparency and accountability.
- 1.2 The Project shall contribute to good governance, sustainable development and gender equality. It is a condition that the business shall be based on good business practice and stringent ethical requirements, and that it does not contribute to corruption, the violation of human rights or poor working conditions, or have a harmful impact on local communities and the environment. Innovation Norway expects customers to have and use ethical requirements (policy) for own operations and anti-corruption measures adapted to size, business type and risk. If serious matters are uncovered that are in breach of the above-mentioned principles, this may constitute grounds for Innovation Norway to terminate the contract.
- 1.3 The Project Promoter shall promptly inform Innovation Norway of any circumstances that interfere or threaten to interfere with the successful implementation of the Project.
- 1.4 The Project Promoter shall with the acceptance of the Grant Offer Letter submit:
 - a) a revised Project Implementation Plan
 - b) a revised Detailed Activity-based Budget according to the approved expenses
 - c) a revised Disbursement Plan
 - d) an updated Procurement Plan complying with Art. 12
 - e) if applicable, an updated and signed Partnership Agreement including the distribution of costs between the partners in the project and the respective co-financing provided by each partner
 - f) Written confirmation of the co-financing of the Project Promoter and, if applicable, the Project Partner(s), in the form of a Bank Confirmation Letter and/or original statement of the Boards of directors

- g) Valid and clean tax clearance certificate issued for the Project Promoter and its legal representative, and, if applicable, the Project Partner(s), by relevant public finance administration and not older than 6 months
- h) Valid and clean criminal record for issued for the Project Promoter and its legal representative, and, if applicable, the Project Partner(s), by relevant police unit and not older than 6 months

2. Conditions for disbursement

- 2.1 Before disbursement can take place, a signed Project Contract must exist between the Project Promoter and Innovation Norway. In addition, requested documentation on the co-financing of the project must have been submitted to Innovation Norway.
- 2.2 Disbursements are made pursuant to agreement with Innovation Norway and in accordance with the approved Project Implementation Plan based on requests for disbursements submitted by the Project Promoter. Payments of the project grant will take the form of an advance payment, interim payments and a final payment.
- 2.3 The advance payment will be paid following the signature of the project contract, within one month of the submission of a request by the Project Promoter. Subsequent payments will be paid following the approval of project interim reports and no later than one month from the date of approval. The final payment will be paid following approval of the final report and no later than one month from the date of approval.
- 2.4 Normally, advance payment of up to 10% of the awarded grant can be made, if requested by the Project Promoter and included in the agreed Disbursement Plan. If duly justified, advance payment of maximum 35 % can be made. Direct payments to Project Partners, require a Power of Attorney to Innovation Norway from the Project Promoter.
- 2.5 A justified “Request for advance payment” shall be forwarded to Innovation Norway. Innovation Norway will release the advance payment after the Project Promoter and/or Project Partner(s) have transferred the equivalent amount of the advance into the project bank account.
- 2.6 Before disbursement can be made, Innovation Norway shall be provided with a Project Interim Report. The report shall cover a period of at least 3 calendar months, and maximum 6 calendar months, and be related to expenditures from that period.

Disbursements will be made to a designated project account to be established by the Project Promoter. The cash co-financing should also be transferred to the project account unless otherwise stated in the Grant Offer Letter. An original letter from the Project Promoter's bank has to be submitted, showing that a dedicated project account in EUR has been opened and specifying the name(s) of authorised person(s) to operate with the project account. The Project Promoter may in addition decide to open a project bank account in local currency, if applicable, but it should be linked to the dedicated project account in EUR and subject to an audit. The co-financing must also be paid into project accounts, reflecting the co-financing rate during the project implementation. Cash co-financing in the form of man-hour is exempted from this

provision. The amounts existing in the project bank account shall be used exclusively for eligible project expenses. An original Financial Identification Form, signed by the Project Promoter's bank and representative of the Project Promoter, shall be submitted, specifying the project bank account' details, including the name(s) of authorised person(s) to operate the project account.

- 2.7 Disbursement of the grant will take place upon documentation of compliance with the Standard Terms and Conditions and any Special Conditions set out in the Project Contract, and account statements from the Project Promoter, signed by the Project Promoters' Chief Financial Officer and Project Manager.

Final Project Report (last Interim Report) should in addition contain auditor's statement of an independent authorised auditor in accordance with auditing standard ISA 805 (auditor's statements relating to audits for a special purpose).

- 2.8 Requirements for auditor's statement:

- a) Reference to the Project Contract and any amendments;
- b) The auditor is aware of requirements set out in the call for proposal and this Standard Terms and Conditions and relevant guidelines published at Innovation Norway's official programme website;
- c) Reference to financial report from the Project Promoter;
- d) Confirmation of the eligible amount and that the grant rate is respected
- e) Confirmation of any interest revenues on project accounts, both accounts in EUR and local currency;
- f) Confirmation on co-financing

- 2.9 Innovation Norway may retain up to 10% of the grant until the Final Project Report (last Interim Report) has been approved by Innovation Norway.

- 2.10 In case of an error is made in relation to a disbursement resulting in a higher amount paid than stipulated, the Project Promoter shall, upon request from Innovation Norway, reimburse without delay the exceeding part of the amount disbursed. Similarly, if an error results in a lower amount paid than stipulated, Innovation Norway shall, as soon as possible after being made aware of such an error, disburse the missing amount.

3. Reservation related to disbursement

- 3.1 In the event that the project requires less funding than originally anticipated, Innovation Norway may reduce the amount of the grant proportionately.

- 3.2 The offer will lapse if the Project Promoter applies for debt settlement proceedings, goes into liquidation, voluntarily winds up the entity or other similar circumstances occur prior to the grant being disbursed.

4. Currency conversion

Disbursements shall be made to the designated project bank account of the Project Promoter. Commitments and payments will be carried out in Euro (€). Payment claims (incl. advance payment) forwarded from the Project Promoter to Innovation Norway shall be in Euro (€).

Payment claims shall be converted to Euro using the monthly accounting exchange rate of the European Commission in the month during which the expenditure was registered in the accounts of the Project Promoter.

<http://ec.europa.eu/budget/graphs/inforeuro.html>

5. Reporting

The Project Promoter shall submit an interim and final project report containing information on project progress and incurred expenditure to Innovation Norway at least every six month, or other intervals agreed in the Project Contract, in connection with the payment claims:

- Technical/physical and financial progress in accordance with the Project Contract;
- Any deviations from the Project Contract and possible repercussions for the project;
- Tendering and procurement, if applicable;
- Special Conditions in the Project Contract,
- Outcome/output indicators,
- Bilateral partnership, if applicable,
- Publicity

Deviations shall be documented by an updated Project Implementation Plan, updated Detailed Activity-based Budget and an updated Disbursement Plan.

Reports shall also include a bank statement of the project bank account(s) transactions for the relevant period. Innovation Norway may at any time ask the Project Promoter for further information and documentation.

Costs incurred by the Project Promoter and the Project Partner(s) shall be supported by time sheets, receipted invoices or by accounting documents of equivalent probative value. Alternatively, proof of expenditure may take the form of a report by an independent authorised auditor, qualified to carry out statutory audits of accounting documents, certifying that the reported costs are incurred in accordance with the Project Contract, the national law and relevant national accounting practices. A report issued by a competent and independent public officer recognized by the relevant national authorities as having a budget and financial control capacity over the entity incurring the costs and who has not been involved in the preparation of the financial statements, certifying that the claimed costs are incurred in accordance with the Project Contract, national law and national accounting practices, will also be accepted as sufficient proof of expenditure incurred.

Indirect costs identified as a flat rate in accordance with the provisions on indirect costs in the Call for Proposals, and approved as a part of the Project Detailed Activity-based Budget, do not need to be supported by proof of expenditure.

The Final Project Report (last Interim Report), as well as the final payment claim, shall be submitted to Innovation Norway no later than three months after the eligibility deadline set in the Project Contract.

The Project Promoter shall submit to Innovation Norway a yearly report on project results and impacts, including performance on indicators, within 15 January every year.

The Project Promoter shall also submit a Final Report to Innovation Norway, in accordance with provisions in the Project Contract.

All reports shall be according to the requirements in templates that will be launched on the dedicated programme website.

6. Annual financial statements

From the date on which the offer is accepted and for five years after the final disbursement, Innovation Norway may demand that audited annual financial statements and annual reports to be submitted to Innovation Norway.

7. Modification of the Project

- 7.1 With the exceptions stipulated in paragraph 3 of this article, any modifications of the Project shall be subject to Innovation Norway's prior written approval. Before the proposed modifications are implemented, Innovation Norway shall approve them.
- 7.2 Any such modifications may require a new appraisal prior to being accepted or rejected.
- 7.3 Modifications of the Project do not need an approval by Innovation Norway if they do not affect the scope, objectives, purpose, or outputs of the Project, and the financial impact is limited to:
 - a. Changes in any of the reporting periods for the Interim Project Reports scheduled in the Project Implementation Plan,
 - b. A transfer between budget headings involving a variation of 10% or less of the amounts in the latest approved Project Implementation Plan under each relevant heading, or,
 - c. A transfer between project activities involving a variation of 10 % or less of the amounts in the latest approved Project Implementation Plan for such activity.
- 7.4 Notwithstanding paragraph 3, modifications that result in an increase of management costs will always require a prior approval by Innovation Norway.

The Project Promoter must submit a revised Project Implementation Plan, Detailed Activity-based Budget and Disbursement Plan to Innovation Norway when:

- Proposing modification which requires an approval by Innovation Norway according to this Article,
- any of the reporting periods for the Project Interim Reports scheduled in the Project Implementation Plan are changed; a revised Project Implementation Plan shall be submitted no later than 60 days before the end of the first affected reporting period, or,
- Innovation Norway requests an updated Project Implementation Plan; a revised Project Implementation Plan shall be submitted no later than 30 days after such request is sent.

8. Increased costs

8.1 If the costs of the implementation of the Project should exceed the estimated eligible project cost or the estimated total project cost, Project Promoter shall ensure that any such additional funds are made available so as to ensure the full implementation of the Project. If the Project Promoter deems that additional funds cannot be made available or additional investments in the project are not advisable, it can instead, decide to cancel the Project and the Project Promoter shall refund to Innovation Norway the amount already disbursed.

8.2 The Project Promoter shall take on the obligation to provide additional funds if necessary unless the conditions as laid down in paragraph 1 above are met.

8.3 If the Project requires more capital than anticipated, it is a condition that the increased capital requirement is funded in a manner to be approved by Innovation Norway.

9. Lower costs

If the actual eligible costs at the end of the project are lower than the total estimated costs specified in the agreed Detailed Activity-based Budget, the grant amount will be limited to the amount obtained by applying the percentage of total estimated costs (the grant rate) approved by Innovation Norway to the actual eligible costs. In case an excessive amount has already been disbursed, the Project Promoter shall reimburse the amount without delay.

10. Suspension of Disbursements

10.1 Innovation Norway may decide to suspend disbursements of the Grant if:

- a. the terms and conditions for disbursement in accordance with Article 3 have not been met,
- b. credible information indicates that the implementation or the progress of the Project does not correspond to the Project Implementation Plan or is not in compliance with the Project Contract,
- c. reports referred to in Article 6 or any other information requested has not been provided or include incomplete information,
- d. access required under Article 17 is restricted,

- e. the conditions relating to good governance, sustainable development and gender equality under Article 2 have not been met,
 - f. the financial management of the Project has not been in accordance with internationally recognised accounting principles,
 - g. it becomes aware of suspected or actual cases of irregularities, fraud or corruption, and/or if such cases have not been adequately reported, investigated or remedied by the Project Promoter,
 - h. the implementation of the Project is deemed to be in violation of EU/EEA and/or national legislation,
 - i. a fundamental change of circumstances occurs and said circumstances constitute an essential basis for the Project Contract or the contribution from the EEA/Norway Grants,
 - j. it becomes aware of any misrepresentation of facts in any information given by or on behalf of the Project Promoter affecting, directly or indirectly the implementation of the Project Contract,
 - k. an adjustment of the Grant is required in order to comply with the grant rate referred to in the Project Contract, including the requirements referred to in the eligibility provisions in the Call for Proposals,
 - l. any other obligation stipulated in the Project Contract is not complied with by the Project Promoter.
- 10.2 If possible, the Project Promoter shall be given an opportunity to provide its views prior to Innovation Norway making a decision to suspend disbursements.
- 10.3 The decision to suspend disbursements shall be reasoned and immediately effective. The Project Promoter shall be notified as soon as possible but no later than 10 working days from the date of the decision.
- 10.4 The Project Promoter may at any time present documents or other evidence showing that the conditions in paragraph 10.1 (a) to (l) no longer apply or do not justify suspension of disbursements, and request that Innovation Norway reviews its decision to suspend payments.
- 10.5 When the Innovation Norway finds that the conditions described in paragraph 10.1 (a) to (l) above no longer apply or justify suspension of disbursements, it shall take a decision to continue disbursements.

11. Reimbursement

- 11.1 In case of serious non-compliance with the Project Contract, Innovation Norway may, after having consulted the Project Promoter with a view to reaching a solution, decide to demand reimbursement of the grant if any of the conditions referred to in litra (b) to (l) of Article 10.1 apply. Such a claim for reimbursement may include interest on the granted amount according to a market based interest rate.

- 11.2 Without prejudice to Article 11.1, Innovation Norway may decide to demand reimbursement if it becomes aware of any conviction of or fines for irregularities, fraud or corruption, or if suspected or actual cases of irregularities have not been adequately reported, investigated or remedied by the Project Promoter.
- 11.3 Prior to making such a decision, Innovation Norway shall notify the Project Promoter of its intention to demand reimbursement. The notification shall outline the reason for the proposed measures. The Project Promoter may within 45 working days from the date of the notification provide any documents relevant to the decision and/or provide its views.
- 11.4 The Project Promoter shall be notified of a decision referred to in paragraph 1 of this article as soon as possible but no later than 10 working days from the date of the decision. The notification shall outline the reason for the decision.
- 11.5 Without delay and no later than within three months from the decision of Innovation Norway, the Project Promoter shall reimburse the requested amount to Innovation Norway, subject to the specifications detailed in the decision.
- 11.6 If a request for reimbursement to Innovation Norway is not complied with by the Project Promoter, or a dispute related to such a request arises that cannot be solved, the Parties may bring the dispute before the Oslo District Court (Oslo Tingrett). The disputed amount shall be transferred to a designated bank account and kept there until the dispute has been finally settled by the parties or the Norwegian courts.

12. Special provisions on procurement and the awarding of contracts

- 12.1 Applicable national and European Union law on public procurement shall be complied with at any level in the implementation of the projects.
- 12.2 A Project Promoter that receives 50% or more of the eligible expenditure of the project as a project grant from the Programme shall conduct its procurement for that project in compliance with the national public procurement law as though the project promoter were a contracting authority under point 1 of Article 1 of Directive 2014/24 of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, where the amount of the contract is at or above European Union thresholds set for public procurement. This paragraph applies mutatis mutandis to the Project Partner(s).
- 12.3 In cases where contracts concluded as part of the implementation of the project fall below the national or European Union thresholds set for public procurement or outside the scope of the applicable public procurement laws, the awarding of such contracts (including the procedures prior to the awarding) and the terms and conditions of such contracts shall, in line with the principle of proportionality, comply with best economic practices, including accountability, allow a full and fair competition between potential providers, for example by way of effective price comparison, and ensure the optimal use of resources from the EEA and Norwegian Financial Mechanisms 2014-2021.

- 12.4 The highest ethical standards, as well as the avoidance of any conflict of interests, shall be observed during the procurement and execution of contracts. The Project Promoter shall ensure the application of adequate and effective means to prevent illegal or corrupt practices. No offer, gifts, payments or benefit of any kind, which would or could, either directly or indirectly, be construed as an illegal or corrupt practice, e.g. as an inducement or reward for the award or execution of procurement contracts, shall be accepted.
- 12.5 Project Promoter shall, if requested, allow representatives of Innovation Norway to take part as observers in the evaluation of public tenders/selection of experts
- 12.6 The Project Promoter shall ensure that records of the awarding and execution of contracts are kept for at least five years and provided upon request by Innovation Norway.

13. State aid

The grant provided shall be in compliance with any relevant state aid legislation. The Project Promoter and Project Partner(s) must cooperate with Innovation Norway to clarify the issue. This implies, *inter alia*, that the Project Promoter, Project Partner(s) and other beneficiaries must provide the information and documentation requested by Innovation Norway. This includes information about any *de minimis aid* received by the Project Promoter and Project Partner(s), or other beneficiaries, in the two last fiscal years and the applicable fiscal year.

14. Intellectual property rights

Any present or future intellectual property rights, such as patents, trademarks, designs, copyright etc., developed during the project or that constitute part of the project shall be the property of the Project Promoter or be at the Project Promoter's disposal under a licence or other right of use.

In case of a partnership project, the question of ownership and/or the right to use shall be agreed between the Project Promoter and the Partner (s) in the Partnership Agreement.

Innovation Norway is entitled to require the Project Promoter to have adequate descriptions, documentation, source codes etc. in respect of intellectual property rights, production methods/systems etc. that are developed during or constitute part of the project, and to require that they be stored in a secure manner. Innovation Norway may also demand that necessary declarations be issued in respect of intellectual property rights.

15. Monitoring

Innovation Norway is entitled to monitor the Project. The Project Promoter is obliged to cooperate and provide access and information to Innovation Norway or anyone appointed by Innovation Norway to carry out such monitoring. The Project Promoter shall upon request provide Innovation Norway, the Financial Mechanism Office (FMO), The EFTA Board of Auditors, the Office of the Norwegian Auditor General and the National Focal Point with any audit report relevant to the Project or its

implementation, including auditing reports from the Supreme Audit Institution and summaries of any such reports.

16. Immediate reporting on irregularities and other relevant developments

The Project Promoter and Project Partners shall immediately inform Innovation Norway of any legal actions against the Project or that threatens the good implementation of the Project, including actions or decisions taken by EU/EEA institutions.

The grant will not be disbursed if Project Promoter, Partner(s) or other person(s) associated with the Project Promoter's business are suspected to be involved in offences referred to in national legislation on corruption in the relevant Beneficiary State.

The Project Promoter and Project Partners are obliged to report immediately to Innovation Norway any suspected and actual cases of irregularities related to the Project.

An irregularity shall mean an infringement of:

- a) The legal framework for EEA/Norway Grants, as published on www.eeagrants.org, including
 - a. Protocol 38c to the EEA Agreement on the EEA Financial Mechanism 2014-2021
 - b. The relevant Memorandum of Understanding on the implementation of the EEA Financial Mechanism 2014-2021 between Iceland, Liechtenstein, Norway and the beneficiary state.
 - c. Any relevant guidelines adopted by the FMC for the implementation of the EEA Financial Mechanism 2014-2021
- b) The Project Contract
- c) Any provisions of European Union/EEA Law
- d) Any provision of the national law of the Beneficiary State or any other applicable national law
- e) Procedures and guidelines developed by Innovation Norway, and made known to Project Promoters and Project Partners

which affects or prejudices the implementation of the Project Contract, for instance by unjustified or disproportionate expenditure or by losing revenue under the Project.

Complaints about suspected infringement can be reported directly to Innovation Norway, or through the Innovation Norway's whistleblowing channel, where it's also possible to report concerns anonymously.

<https://www.innovasjon Norge.no/en/start-page/our-organization/ethics-and-compliance-in-innovation-norway/>

17. Access

- 17.1 The Project Promoter shall ensure that Innovation Norway, the Financial Mechanism Office (FMO) or anyone mandated to perform tasks on their behalf, The EFTA Board of Auditors, and the Office of the Auditor General of Norway, have upon request, prompt, full, and unimpeded access to all information, documents, persons, locations and facilities, public or private,

relevant to the implementation of the Project Contract. Such access is subject to the applicable limitation under the national legislation of Beneficiary State.

17.2 The access does also include access to relevant information at the Project Partner(s), and the Partnership Agreement should ensure that such access will be facilitated.

18. Audits by Innovation Norway, the Financial Mechanism Office, The EFTA Board of Auditors and the Office of the Auditor General of Norway

Innovation Norway, the Financial Mechanism Office (FMO), The EFTA Board of Auditors and the Office of the Auditor General of Norway may at any time arrange its own audits and inspections of the Project at all relevant locations.

19. Publicity

The Project Promoter shall ensure that information on approved projects is communicated in the most efficient way to users and the public at large and that the contribution of the Programme is given adequate publicity.

The Project Promoter shall comply with any Publicity Guidelines for Project Promoters that will be adopted by Innovation Norway and launched at the dedicated Programme homepage.

Project summaries of approved projects will be uploaded at the website of the EEA and Norwegian Financial Mechanisms, www.eeagrants.org and on the dedicated programme homepage.

20. Waiver of Responsibility

20.1 Any appraisal of the Project undertaken before or after the approval of the Project by Innovation Norway does not in any way diminish the responsibility of the Project Promoter to verify and confirm the correctness of the documents and information forming the basis of the Project Contract.

20.2 Nothing contained in the Project Contract shall be construed as imposing upon Innovation Norway any responsibility of any kind for the supervision, execution, completion, or operation of the Project.

20.3 Neither Innovation Norway, nor The European Free Trade Association, of which the Financial Mechanism Office is administratively a part, do assume any risk or responsibility whatsoever for any damages, injuries, or other possible adverse effects caused by the Project, including, but not limited to inconsistencies in the planning of the Project, other project(s) that might affect it or that it might affect, or public discontent. It is the full and sole responsibility of the Project Promoter to satisfactorily address such issues.

20.4 The Project Promoter or any other party shall not have recourse to Innovation Norway for further financial support or assistance to the Project in whatsoever form over and above what has been provided for in the Project Contract.

20.5 Innovation Norway cannot be held liable for any damages or injuries of whatever nature sustained by the Project Promoter, the Project Partner(s) or any other third person, being directly or indirectly related to the Project Contract.

21. Language

All communication shall take place in the English language. To the extent that original documents are not available in English, and other languages are not explicitly allowed by the Call for Proposals, the documents shall be accompanied by full and accurate translations into English.

The Project Promoter shall bear the responsibility for the accuracy of the translations and the possible consequences that might arise from any inaccurate translations.

22. Representations and Warranties

The Project Promoter represents and warrants that the information provided by, through, or on behalf of the Project Promoter in connection with the application for funding, and the conclusion and implementation of the Project Contract is authentic, accurate and complete.

23. Dispute resolution

Any dispute relating to the performance of the Project Contract shall, preferably, be resolved amicably through consultation between the Parties. Disputes which cannot be settled amicably, may be brought before the Oslo District Court (Oslo Tingrett) and finally settled in accordance with the laws of the Kingdom of Norway.

Oslo, August 2021