

Appendix 1: Conditions of the Grant from the Hakon Swenson Foundation

Project Leader and Grant Manager

1. The Project Leader is responsible for the project to the Hakon Swenson Foundation and the Grant Manager and to ensure that it is conducted in accordance with the aim set forth in the application.
2. The Grant Manager is responsible for the management and utilization of the paid grant. Further, the Grant Manager always acts as employer. The Hakon Swenson Foundation's grant to the project is not to be interpreted in such a way as the Hakon Swenson Foundation has initiated a cooperation in the company with the project, or that the Hakon Swenson Foundation shall in any way participate in the conduct of the project's activities. Nor is the Hakon Swenson Foundation in any case the principal for the persons active in the project.
3. If several persons are leading the project, and/or several institutions are taking part, there shall be a principal Project Leader and a principal Grant Manager.
4. Changes to the Project Leader and/or the Grant Manager require the written approval of the Hakon Swenson Foundation.

Use of funds

5. Paid grants may only be used for the project and aim set forth in the application. Additionally, any paid grant may only be used in such way and during such time as set forth in the budget in the application. All other uses of funds are not permitted without written consent from the Hakon Swenson Foundation.

Payment and placement of funds

6. Payment is made after the Hakon Swenson Foundation has received the agreement signed by the Project Leader and the Grant Manager. The Project Leader and/or the Grant Manager shall invoice the Hakon Swenson Foundation when payment shall be made in accordance with the agreement.
7. The Grant Manager shall immediately separate, and thereafter keep separate, the received grant. The account in which the money is placed may only be used for the project and for the aim as set out in the application. The funds shall be held in the account without being mixed with other assets until they are used for their intended purpose or repaid to the Hakon Swenson Foundation.

Communication about the project

8. With the publication of results from any of the projects financed by the Hakon Swenson Foundation, it shall always be indicated that the grant was obtained from the Hakon Swenson Foundation.
9. The Hakon Swenson Foundation is entitled, without further agreement or compensation, to publish information about an approved grant, including the recipient of the grant and the aim of the project, as well as the final report of the results of the project.

Final report on the use of the grant and the project's implementation

10. The Project Leader and the Grant Manager shall provide a final report by e-mail to the Hakon Swenson Foundation at the latest by the days set forth in the agreement. The original final report signed by the Project Leader and the Grant Manager shall at the latest be sent on the same day to the Hakon Swenson Foundation.
11. The final report shall set out how the grant was used and the result of the project. The economic section of the report shall be made against the budget as approved for the project by the Hakon Swenson Foundation. Any deviations from the budget shall be set out and commented on. To review how the grant was used, the Hakon Swenson Foundation is entitled to see the accounting materials and other supporting evidence of relevance to the project. The Project Leader and the Grant Manager shall at the request of the Hakon Swenson Foundation ensure that the Hakon Swenson Foundation (and/or the Hakon Swenson Foundation's auditor or adviser) is expeditiously provided access to the requested material, supporting evidence and supplementary information.

12. By signing the final report, the Project Leader and the Grant Manager shall be considered to have certified that the information submitted in all parts is correct and that the grant amount has been used in the way set forth in the final report.

Partial reporting for projects longer than 12 months

13. Projects lasting longer than 12 months shall be partially reported on in writing annually, at the latest by the day set forth in the agreement. The partial report shall set out how the paid grant has been used and how the project has been managed. The Hakon Swenson Foundation has the right to follow up and evaluate the project through visits or any other way. The Project Leader and the Grant Manager shall expeditiously submit to the Hakon Swenson Foundation such supporting evidence and information about the project (in both economic and other respects) as the Hakon Swenson Foundation requests.
14. A condition for further payment in the case of multi-year support is that the partial reporting is submitted in accordance with the above and is approved prior to the next payment being made.

Changes and supplements to the conditions

15. Changes and supplements shall be drafted in writing, approved, and signed by the Hakon Swenson Foundation, the Project Leader, and the Grant Manager.
16. If the Project Leader and the Grant Manager wish to request changes to any of the conditions, e.g., if an extension to the project timespan is desired, a redistribution or changes to the budget items are desired, or if more time is needed to submit the final report or partial report in any respect, or further requested supporting evidence, an application for the same can be made to the Hakon Swenson Foundation. However, the Hakon Swenson Foundation is not obligated to approve the change and can set forth additional conditions to approve such change.

Obligation to notify

17. The Project Leader and the Grant Manager shall immediately notify the Hakon Swenson Foundation if:
 - a) The project is cancelled.
 - b) The project is delayed so that the activity planned for the year cannot be completed in whole or in part.
 - c) If grants are received from elsewhere for part of the project, e.g., for any of the project's participants.
 - d) The Project Leader and the Grant Manager change their address, telephone, or e-mail details.
 - e) The Grant Manager engages in composition negotiations, enters into liquidation or can in any other way be considered to have become insolvent.

Requesting corrections

18. If a party should fall short of its undertakings pursuant to the agreement, the party shall upon request from the other party at its own cost remedy the shortcomings with such expeditiousness as the circumstances demand and at the latest within 14 days. The communication shall be in writing, e.g., via e-mail.

Termination and expiration

19. In the event corrections are not made within 14 days from the request for corrections in accordance with section 18, the requesting party has the right to terminate the agreement.
20. The Hakon Swenson Foundation has the right to terminate the agreement with immediate effect and also to stop all payments of the grant not already paid if:
 - a) The Project Leader, the Grant Manager, or such other person in the project group acts or behaves in such a way that the reputation of the Hakon Swenson Foundation risks being damaged.
 - b) The Project Leader and/or the Grant Manager acts in conflict with the provisions of this agreement.
 - c) The Grant Manager engages in composition negotiations, enters into liquidation or can in any other way be considered to have become insolvent.
21. A party has the right to terminate the agreement if the other party materially violates its obligations under the agreement.

Obligation to repay

22. Any grants not spent (the project's surplus), or such equivalent amount, shall be repaid to the Hakon Swenson Foundation without prior request at the latest by when the final report is submitted.

23. If a surplus has accrued in any year prior to the year in which the final report is to be submitted in the case of a multi-year grant, the surplus or the equivalent amount shall be repaid to the Hakon Swenson Foundation without prior request at the latest by when the relevant year's partial report is submitted. Following the written approval of the Hakon Swenson Foundation, a settlement of the surplus may take place against the next payment. If the Project Leader and the Grant Manager desire such a settlement to take place, a request to that effect shall be made in accordance with section 18.
24. The Project Leader and the Grant Manager are further obligated to repay the Hakon Swenson Foundation:
- Any part of the support, or equivalent amount, that has not been spent within the time specified in the agreement, that has not been used for the project and/or aim as specified in the application, that was used in any other way than that set forth in the budget or that in any other way has been used in conflict with the provisions of this agreement.
 - The entire support, or equivalent amount, if the Project Leader and the Grant Manager have not within the prescribed time submitted the final report, or the relevant year's partial report, including any supporting evidence requested for the review.
 - The entire support, or equivalent amount, if the Project Leader and/or the Grant Manager by submitting incorrect information or otherwise caused grants from the Hakon Swenson Foundation to be provided incorrectly or with too high an amount and the Project Leader and/or the Grant Manager should have realised this.
- If any of the situations in a-c above arises and it is a question of a grant that is to be divided into several payments and one or several of the payments is still to be made, the Hakon Swenson Foundation is not obligated to pay the outstanding grants.

Prohibition on assignment

25. Neither of the parties may in whole or in part assign or pledge its rights or obligations pursuant to this agreement without the other parties' written consent.

Communication

26. For the Hakon Swenson Foundation, couriers, registered post, or e-mails shall be sent to the addresses provided in the agreement or to the later notified addresses.
27. For the Project Leader and the Grant Manager, couriers, registered post, or e-mails shall be sent to the addresses provided in the agreement or to the later notified addresses.

Processing of personal data

28. The Hakon Swenson Foundation is a personal data controller for the processing of personal data that occurs in the performance of this agreement. For more information on how the Hakon Swenson Foundation process personal data, see <http://hakonswensonstiftelsen.se/gdpr/>.

Disputes and applicable law

29. The law of Sweden is applicable to this agreement.
30. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the arbitration shall be Stockholm.