FUNDING AGREEMENT R&D- project funding

CTI-Projekt no. XXXXX.X PFXX-XX

between the **Swiss Confederation**

represented by **the Commission for Technology and Innovation CTI**
(hereafter CTI)

and the following
project partners:

Institution
represented by
name, family name
as main research partner

Institution / company
represented by
name, family name
as project manager

Institution
represented by
name, family name
as research partner

company
represented by
name, family name
as main implementation partner

company
represented by
name, family name
as implementation partner

Based on the application for funding submitted to the Commission for Technology and Innovation (CTI) on dd/mm/yyyy and within the framework of CTI project no. XXXXX.X PFXX-XX entitled

Project title

The Contracting Partners have agreed to co-operate in accordance with the following provisions:

1. Federal funding

Federal funding up to a maximum of CHF XXXX is to be granted for a period of XX months for the abovementioned project. These federal funds may only be used in accordance with the specific needs involved in this project and are to be allocated as follows:

Fixed assets	CHF	0.00
Further expenses	CHF	0.00
Salaries	CHF	0.00
Total federal funding	**CHF**	**0.00**

Payment of federal funding is effected under the following conditions:

2. Legal basis

Based on:

- the Federal Council Dispatch of 22 February 2012 on the Promotion of Education, Research and Innovation for 2013-2016 (BBl 2012 3099);
- the Federal Decree of 20 September 2012 on the financing of the Commission for Technology and Innovation CTI for 2013-2016 (BBI 2012 8373);
- Art. 6 para. 1 letter f and 16a para. 1 of the Federal Act of 7 October 1983 on the Promotion of Research and Innovation (FIFG; SR 420.1) in relation to the corresponding provisions of the Federal Subsidies Act (SuG, SR 616.1);
- Art. 10y of the Ordinance of 10 June 1985 on the Research and Innovation Promotion Act (V-FIFG; SR 420.11).

3. Basis for the Agreement

The following are integral elements of the Agreement:

- Application of dd/mm/yyyy
- Statement regarding the intellectual property rights agreement required under Art. 10y of the Ordinance of 10 June 1985 on the Research and Innovation Promotion Act (V-FIFG; SR 420.11 and the CTI Factsheet.
- - Consolidated funding decisions set forth in CTI confirmation letter;
- - Other documents:

4. Contributions of main and other implementation partners

Federal funding is granted on condition that the abovementioned implementation partner (industry partner) makes verifiable individual contributions of CHF … towards the total costs of this project. These contributions are made up as follows:

		Cash		Other contributions
Fixed assets:	CHF	0.00	CHF	0.00
Further expenditure:	CHF	0.00	CHF	0.00
Salaries:	CHF	0.00	CHF	0.00
Total	CHF	0.00	CHF	0.00
Total individual contributions			**CHF**	**0.00**

5. Project commencement

The project officially commences on the first day of the month following the signing of the agreement, and no later than 3 months following the signing of the present Agreement by all Contracting Parties. The CTI Secretariat must be notified of the relevant date using the 'Payment request' form (Section 6.1).

6. Obligations of main research partner

6.1 Payment of federal funding to the main research partner is effected in the form of instalments as stipulated in the application for funding, and/or in line with the CTI recommendation and on the basis of the relevant legal provisions. The main research partner addresses his request for payment using the 'Payment request' form (forms are available from the CTI Secretariat and can be downloaded from the website). The payment request form must be submitted separately from the reports and other correspondence and must include the complete address for payment (postal account or bank account number, name of bank, etc.).

6.2 Federal funds must be kept strictly apart from business and private assets as well as from other funds. They must also be managed by the administration of the research institution involved in the project (main research partner) or other public institution involved. Should this not be possible, a special postal or bank account should be opened for the federal funds. This account must bear the additional designation 'Commission for Technology and Innovation CTI, project no. XXXXX.X PFXX-XX.

6.3 The main research partner undertakes to obtain the prior consent in writing of the CTI for any major changes to the content of the project (partners, project plan, authorised budget, change of main place of business or misappropriation by the implementation and/or industry partner, etc.). In particular, actual and/or likely project delays, changes to staff or assets listed in the

project and finance plan (application), as well as irregularities with respect to the federal funds granted by the CTI must be reported without delay.

6.4 The main research partner must submit a project report to the CTI Secretariat via email (info@kti.admin.ch), without being called upon to do so, the first time three months after the official commencement of the project and subsequently every six months thereafter. In addition, without being called upon to do so, an interim financial report is to be submitted once a year (the first time 12 months after the official commencement of the project). Upon completion of the project, again without being called upon to do so, a final report (including an implementation plan by the main implementing partner) and a final financial report are to be submitted.

The financial report should enclose the original invoice and accounting records regarding the federal funds used. Payment requests, reports and financial reports are to be drawn up using the forms available from the CTI Secretariat.

6.5 CTI auditors will check the financial reports submitted by the main public research institution and submit them to the Swiss Federal Audit Office. The latter is entitled to examine, where necessary, the accounts of the funding recipient.

6.6 Unused federal funds received must be reimbursed to the CTI within 30 days of the final accounts being approved by the CTI auditors.

6.7 The federal government may decide on the further use of equipment and machines acquired with federal assistance within the framework of this project. It will also receive a share of any proceeds arising from sales.

6.8 The main research partner is responsible for the rational use, as laid down in the contract, of federal funding granted to him/her. Following any use of federal funds contrary to the terms of the contract in particular under Art. 6.3 of this Agreement, or in the event of any other serious breach of the contractual obligations, the CTI may partly or wholly withdraw the right to funding. Payments already made must be paid back to the federal government to the full amount of the withdrawal of funding.

6.9 Should it not be possible to fulfil or fulfil only in part an obligation contained in this Agreement, the lead research partner undertakes to notify the CTI without delay.

6.10 The project partners undertake to add the reference ‘co-financed by the CTI’ to all publications and public documentation relating to the project results funded through this Agreement.

7. Obligations of main implementation partner

7.1 Following completion of the project, the main implementation partner (main industry partner) undertakes to submit a declaration stating how the results of the research partner are to be used with the company or institution (implementation plan). This declaration is also to contain details as to what the CTI project is expected to contribute in terms of turnover, additional employment and economic benefit.

7.2 At the request of the CTI the implementation partners undertake to submit to the CTI via email (info@kti.admin.ch) within 4 weeks, feedback regarding client satisfaction and the CTI's funding process.

7.3 If the implementation partner has the sole or exclusive rights to exploit the results of the research, the contributions of the implementation partner to the research partner are subject to VAT.

8. Use of project results

8.1 A separate intellectual property rights agreement compliant with the provisions of Art. 10y, para.1 let. b, para. 2 let. a-c and para. 3 of V-FIFG must be signed by all project partners. A copy of this agreement must be sent to CTI.

8.2 The CTI must be notified in good time of any patent application and award in connection with this project.

9. Final provisions

9.1. Entry into force of the Agreement

This Agreement must be signed by all the project partners within three 3 months calculated from the date of approval by the Federal Office. Should this time limit be exceeded, the CTI reserves the right to use the credit elsewhere.

9.2. Contributions

The release of federal funds by the CTI is subject to general funding decisions of the Federal Assembly. Should it be necessary to reduce the agreed contribution following decisions to that effect by the Federal Assembly, the sum of federal funding agreed for this project may be reduced proportionately.

9.3. Terms of payment

Payments by the Confederation are made on the basis of payment requests submitted by the main research institution. The following conditions must be taken into account:

The first payment is disbursed by the CTI as long as the payment request is submitted in good time, in general on commencement of the project. Any conditions set out under Art. 1 of the Agreement also apply.

20% of the federal funds only become payable following project completion and receipt and approval of the final and financial reports (under Art. 23 Federal Subsidies Act).

9.4. Termination and withdrawal from the Agreement

The present Agreement may only be terminated by the main implementation partner or research partner if there are important reasons to justify such action (e.g. unreasonable circumstances). In the case of early termination of the Agreement, CTI shall first hear the parties and suggest appropriate termination measures. CTI shall also take any faults of the parties into account for early termination of the Agreement. The parties shall strive to find a mutually amenable solution.

Reimbursement of CTI funding shall be based on Art. 28 of the Federal Subsidies Act (SuG, SR 616.1). CTI reserves the right to withdraw from the Agreement under the terms of Art. 31 SuG.

9.5. Disputes arising in relation to the present Agreement

The Contracting Parties agree to seek an amiable solution to any and all disputes.

9.6. Applicable law

Legal protection shall be afforded under general federal judicial provisions. The Federal Administrative Court shall have sole jurisdiction.

10. Distribution list

Originals:
- CTI (1 copy)
- Project partners (1 copy each)

The Parties

On behalf of CTI:

Dr.
Vice President of the Commission for Technology and Innovation CTI

Bern, ... Signature: .....

Dr. Klara Sekanina
Director, CTI Secretariat

Bern, ... Signature: .....

On behalf of applicants:

Institution main research partner
name, family name

Place, ... Signature: .....

Institution / Company project manager
name, family name

Place, ... Signature: .....

Research partner
name, family name

Place, ... Signature: .....

Main implementation partner
name, family name

Place, ... Signature: .....

Implementation partner
name, family name

Place, ... Signature: .....