



General terms and conditions for grants

Linnaeus-Palme Partnership 2019



Universitets- och
högskolerådet

General terms and conditions for grants within the Linnaeus-Palme Partnership

In the general terms and conditions, the Swedish Council for Higher Education (UHR) define the following words and phrases as below:

“Grant application” is the application that forms the basis of UHR’s decision to award a grant.

“Notification letter” is UHR’s message about the decision to award a grant and an agreement. It is sent to the project owner by email. The notification letter regulates which documents are included in the agreement and the order in which they apply.

“Granted application” is the electronic document that includes supplementary information about the project’s scope and the grants decided by UHR. A URL link to the granted application is in the notification letter.

“Funding” means the financial support provided to the project owner by UHR for the relevant activity period. Funding includes grants, travel grants for teachers, and grants for administrative costs, language courses and necessary travel for visas – if this was included in the project application and has been awarded.

“Project owner” is the organisation that submits a project application and to which UHR pays the grant. The project owner is the contracting party vis-à-vis UHR.

“The project” is the collected work and activities, for the implementation of which the project owner has been awarded grants.

“Project participants” are the students or staff who conduct activities that are funded through the project. Project participants are not parties to the agreement with UHR.

“Project description and granted budget” is the electronic document that includes specific information about the scope and funding of the granted project.

“Third party” is a registered organisation to which the grant is wholly or partly forwarded via the project owner and which is not party to the agreement with UHR. A project participant is not a third party.

“The agreement” is UHR’s and the project owner’s obligations and is equivalent to entering a contract. The agreement includes the documents listed below, which have the following order of priority:

1. Additions and amendments approved by UHR
2. Decision and agreement on awarded grant (notification letter via email)
3. Project description and granted budget
4. General terms and conditions for grants – Linnaeus-Palme Partnership 2019
5. Instructions for financial reporting - Linnaeus-Palme Partnership 2019
6. Audit description – Linnaeus-Palme Partnership 2019
7. Framework and criteria – Linnaeus-Palme Partnership 2019

Section 1 – Agreement between UHR and the project

owner

Once the application has been submitted, the project owner accepts the terms and conditions for entering into an agreement with UHR. The agreement comes into force when UHR decides to award the funding and applies regardless of whether or not the awarded amount is equivalent to the amount applied for.

Section 2 – Decision and agreement on awarded grant

UHR sends the notification letter to the project owner via email.

The notification letter states the scope and period of validity of the agreement, the project's activity period, awarded funding and approved number of participants. There is also a URL link to the granted budget and any special conditions.

The project owner is responsible for the funding only being used to cover costs included in the granted budget. UHR must provide written approval for any changes to the budget.

Section 3 – Eligible costs

Eligible costs are costs that have arisen during the agreed activity period, pursuant to Section 16, the dates for which are stated in *Decision and agreement on awarded grant*, and which meet all the conditions below. Costs that are covered by grants, funding from another party or other means, are not eligible.

Eligible costs shall:

- be included in the project application and be approved by UHR,
- be valid according to *Framework and criteria for the Linnaeus-Palme Partnership 2019*,
- be identifiable and verifiable in the project owner's accounts.
- be reasonable, valid and follow the principles for responsible financial control, especially vis-à-vis cost-efficiency and being economical with resources.
- for travel within the project, be equivalent to the cheapest available ticket according to the IATA (when ordering travel, opportunities for the best price or discounts in accordance with the state framework agreement, where applicable, must always be utilised),
- in cases where they are staff related, be in accordance with collective bargaining agreements,
- for salaries, systematically accounted for throughout the entire activity period and verifiable through documentation,
- the final report must follow Swedish accounting and tax rules.

Section 4 – Payment

UHR only pays funding to project owners that fulfil the terms and conditions of the agreement. Payment is made in Swedish krona (SEK) and in accordance with that stated in the notification letter. No requisition is necessary.

Section 5 – Forwarding funds to a third party

If the project includes the forwarding of funds from the project owner to a third party, this must be stated in the funding application. The project owner must always draw up a contract with the third party before the funding is forwarded. The project owner will be responsible for and ensure that all applicable terms and conditions for the funding are continued in the contract with the third party and all subsequent parties, if the funds are forwarded from the third party to another.

If the third party will conduct procurements, they must be approved by UHR and comply with the Sida Procurement Guidelines or other regulations. Sida is entitled to perform a separate audit of the third party's procurements.

The project owner is responsible for following up forwarded funds. The followup covers the evaluation of the third party's organisational capacity, internal controls and risk management, as well as follow-up and evaluation of activities.

Section 6 – Reporting

When the project is completed, the project owner must submit a final report to UHR. The final report must include a result-oriented report and a financial report, and be submitted to UHR by the end of the activity period.

The final report must analyse the project's achieved results in relation to its expected results and the Linnaeus-Palme Programme. It must include a statement of actions taken to manage risk.

The financial report shall describe how the project used the funding in relation to the granted budget, in accordance with UHR's instructions for financial reporting.

The final report must also state all third parties to which funding has been forwarded and how much each party received. Third party repayments and unused funding must be included in the accounts. Any own contributions, cost sharing with third parties and other donor's funding shall also be specified. The information provided must be adequately documented.

The project owner is also responsible for ensuring that UHR's participant survey is answered by the Swedish department's participants straight after the end of an exchange period, and for the inclusion of the compiled survey results in the final report. The participant survey is in the application system.

When the final report is submitted, the project owner certifies that the submitted information is correct.

If the final report has not been entered in the system by the final reporting deadline, UHR may request that the project owner repays the entire granted funding.

Section 7 – Anticorruption

The project owner must work actively to prevent, counteract, discover and identify all forms of corruption and fraud. The project owner must, when planning and conducting activities, consider the risk of corruption and fraud, as well as identify risks and risk-reducing measures. If a considerable risk for corruption is identified, the project owner must implement risk-reducing measures to reduce this risk.

The project owner must immediately inform UHR if there is any suspicion of corruption or fraud. The project owner must immediately take action to stop corrupt behaviour where such is established and, where relevant, even take legal measures. The project owner must keep UHR continually updated on how the case is proceeding.

The project owner must expressly forbid project participants from receiving or letting themselves be promised, from requesting or providing, promising or offering bribes or other improper payment, compensation, remuneration, improper gain or benefit of any kind that may comprise illegal or improper behaviour. The prohibition also applies to others participating in an activity financed through the project, or who manage project funding, for themselves or others.

The project owner must demand that project participants and organisations to which funding has been forwarded, including their staff and consultants, also work actively to prevent and counteract corruption and fraud.

Section 8 – Intellectual property rights

Sida and UHR have free rights to use material and results that the project owner produces within the project. These rights of use are free of charge and unlimited in time; they include the right to disseminate and replicate results and use them in other contexts.

Section 9 – Exposure and information

The project owner is responsible for the production of information material and for information activities. For activities that are wholly or partly financed by Sida and administered by UHR, the project owner must make it visible that the activity is funded by Sida. The Swedish logo must be used in information material and for information activities. UHR's logo may not be used in such information material.

The names “Styrelsen för internationellt utvecklingssamarbete”, “Sida”, “Universitets- och högskolerådet” or “UHR” or their translations may not be used in a manner that can be perceived as if Sida or UHR participated in the design or support the opinions that are presented.

Section 10 – Audit

If the funding awarded by UHR exceeds SEK 300,000 the project owner is responsible for the final report being audited. The audit must be conducted by an authorised or approved accountant who is external, independent and qualified. UHR’s template for the audit description must be applied. Any deviation from the audit description must receive advance approval from UHR.

The audit report must include the observations made by the auditor during the review process (a management letter).

The project owner must cooperate with and support UHR in any additional reviews, follow-ups and audits that UHR may request.

Sida and the Swedish National Audit Office are entitled to review how project funding has been used within the framework of Swedish foreign aid. The project owner must provide the information that is requested and is necessary for the review.

Funding that the project owner has forwarded to a third party must be audited at the third party if the total exceeds SEK 300,000.

When forwarding funding, the project owner shall ensure that UHR, Sida and the National Audit Office are entitled to review how the forwarded funds have been used, and that the third party provides the information that is requested and is necessary for the review.

Section 11 – Security

The project owner must ensure that project participants who travel abroad are informed about the Ministry for Foreign Affairs’ travel information and, where necessary, consult with the relevant foreign authorities prior to and during the time abroad.

The project owner is responsible for all project participants having insurance cover.

Section 12 – Ethical guidelines

The project owner is responsible for ensuring that project participants who travel abroad as part of the project are aware of their obligation to observe the applicable ethical guidelines for foreign service that have been issued by the Government Offices of Sweden.

Section 13 – Validation of final funding, recovery and repayment

The final total for project funding is validated by UHR after the project owner has submitted the final report and it has been approved by UHR.

If the funding that has already been paid exceeds the validated final total funding, UHR may demand the repayment of the part of the funding that has not been used, including interest, from the project owner.

UHR is also entitled to demand repayment of paid funding, wholly or partially, if the project owner has not submitted the final report as instructed, is unable to show that the funding has been used in accordance with the approved budget, or if the project owner has contravened the terms and conditions of the agreement in some other way. For example, this could be the project presenting shorter exchange periods than agreed, terminated exchange periods, exchanges that were unable to be implemented or exchanges that have had ineligible participants, pursuant to that stated in the programme's framework and criteria.

Repayments must be received by UHR no later than 20 days from a request for repayment being sent.

Section 14 – Terminated projects

If the project owner assesses that the project can no longer be conducted efficiently and true to purpose, the project owner may make a written request that the project and agreement are terminated. If the project is terminated after UHR has paid the funding to the project owner, UHR may require the submission of a final report. The project owner must repay the excess funding, pursuant to Section 13 of this document.

Section 15 – Changes to the project

If the project owner wishes to make significant changes to how funding is used within the project, all changes must receive written approval from UHR before being implemented.

Section 16 – Activity period and exchange period

The **activity period** is the period during which the project may incur costs, i.e. actual costs must have arisen within and be paid within the period. The **exchange period** is the period in which exchanges may take place. By exchange we mean teacher and student exchanges, visa trips, language courses and evaluation trips. Project participants must have returned and completed their exchanges within this period.

Section 17 – The right to amend terms and conditions

UHR retains the right to, when necessary, amend the above terms and conditions after agreement has been reached with the project owner. If amendments are made, the project owner receives written information about

what the amendment entails and is then entitled to withdraw from the agreement.