

## General Terms and Conditions for Tekes Research Funding for Parties Other than Government Agencies and Institutes 1.1.2008

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### 1. Scope of application

These General Terms and Conditions shall apply to funding granted by the Finnish Funding Agency for Technology and Innovation (hereinafter "Tekes") by virtue of the Act on Discretionary Government Transfers (688/2001) and Item 32.20.27 of the Budget. The accepted uses of funding are specified in the item-specific justifications.

The use made of the funding must comply with the laws, decrees, regulations and guidelines pertaining to the recipient of the funding as well as the principles of good governance and sound financial management.

These Terms and Conditions have been laid down by virtue of Section 11(4) of the Act on Discretionary Government Transfers.

The party receiving funding (hereinafter "recipient") must comply primarily with these Terms and Conditions, including where a more detailed agreement on the project has been entered into between the recipient and other parties to the project (hereinafter "parties").

### 2. Project implementation and project accounting

The recipient must implement the project in accordance with the research funding decision.

#### 2.1 Project Steering Group – members, decision-making and tasks

The implementation of the project shall be steered by a Steering Group. The Steering Group shall monitor the progress made, support the realisation of the project objectives with its expertise and facilitate the transfer of knowledge created to those utilising and exploiting it.

Tekes shall approve the members of the Steering Group, taking the size of the project and the funding contribution of Tekes into consideration. The Steering Group shall also include a representative of Tekes.

In its first meeting the Steering Group shall agree on its meeting schedule and procedure as well as its decision-making procedure. The decisions made by the Steering Group's first meeting and any significant changes to the project must be subjected to the approval of all of the financiers. See also Section 7.

During the project the Steering Group shall provide Tekes with confirmation of any proposals for changes to the project made by the Accountable Project Leader.

## **2.2 Accountable Project Leader – status and tasks**

The recipient must assign an Accountable Project Leader to the project. The Accountable Project Leader serves as the person responsible for matters pertaining to science and research. The Accountable Project Leader is not entitled to act on behalf of the recipient and sign any commitments binding to the recipient without a separate authorisation provided by the recipient. The Accountable Project Leader must not have a conflict of interest. The Accountable Project Leader must not have a material personal interest in an enterprise funding or exploiting the project or in an enterprise selling services to the project. An example of a prohibited shared interest is a situation where the Accountable Project Leader or a member of his/her family owns more than 10% of the company, is a member of any administrative body of the company or serves as the company's managing director.

The task of the Accountable Project Leader shall be to supervise the implementation of the project specified in the Tekes research funding decision. They shall ensure that the project is appropriately managed and that the various parties, financiers and Steering Group Members will be informed of the research funding decision, including these and any other terms and conditions, and of the progress of the project in the manner agreed.

The Accountable Project Leader shall be responsible for ensuring that project reporting takes place in accordance with the specifications given by Tekes.

## **2.3 Notification of receipt and acceptance of the research funding decision**

The recipient shall provide Tekes with a notification of receipt of the funding decision and acceptance of the terms and conditions related thereto within three (3) months of the date of the funding decision letter. The notification of receipt and acceptance shall be signed by a person who, based on the charter of the recipient or otherwise, is authorised to sign the receipt and acceptance notification on behalf of the recipient.

The receipt and acceptance notification shall include the recipient's bank account details and the contact details of an outside authorised public accountant and indicate the Accountable Project Leader, the contact person for the project and the person(s) designated to sign the project cost statement.

The minutes of the first meeting of the Steering Group must be enclosed to the notification. The minutes and any appendices thereto must specify:

- the project plan;
- the cost estimate;
- the financing plan;
- the members of the Steering Group;
- in case of joint projects (parallel projects), the respective cooperation agreement shall be submitted. If the cooperation agreement cannot yet be submitted in this connection, it must, in any event, be submitted prior to the first interim report.

## **3. Principles and payment of research funding**

Project accounts must be maintained of the project costs.

Payments shall be made in arrears in accordance with progress made in the project. Payment shall be subject to the condition that an acceptable interim or final report and a cost statement have been submitted.

The contribution of Tekes to the total project costs in accordance with the cost price estimate provided shall be defined on a project-specific basis.

The accepted amounts of indirect costs (indirect personnel costs and overheads) for projects funded on the basis of a cost price estimate are presented in the cost estimate appended to the funding decision. The accepted costs are based on the calculation principles, approved by the applicant's organization (administration), that are presented by the applicant in the funding

application, as well as on the indirect personnel costs and overheads rates derived thereof. The use of cost rates requires that the rates have been calculated in a manner that meets the requirements of sufficient and reliable accounting. If the applicant organisation does not have a sufficient computing system enabling the reliable computation and substantiation of the said rates, a maximum of 50% of the wages and salaries for effective working hours can be accepted as indirect personnel costs, and a maximum of 50% of the sum total of wages and salaries and indirect personnel costs for effective working hours as overheads.

Value added tax shall be deemed as eligible cost if the recipient is not able to deduce the value added tax in its operations and, as a result, it would have to be paid by the recipient.

#### **4. Eligible project costs**

Tekes can accept as project costs wages, salaries and indirect personnel costs, overheads and other direct costs arising from project implementation.

Tekes shall have the right not to accept costs presented in a statement if the relevance of the costs to the project is not clearly substantiated.

Procurement of goods and services for the project must comply with the provisions issued on public procurement and the relevant instructions provided by the recipient's administration. On request, itemised invoices and the basis for invoicing (such as an agreement) as well as a report on the selection method (competitive tendering or other method) must be provided.

##### **4.1 Wages and salaries**

Wages and salaries in accordance with the collective agreements and other provisions regarding pay pertaining to the recipient shall be eligible as project wages and salaries. However, pay components paid for (extra) work carried out only when funding is received for the purpose from an external source shall never be eligible as project costs.

The proportion of a person's wage or salary corresponding to the person's effective working hours contributing to the project shall be eligible as the project's direct pay costs. The wages and salaries stated must be based on hourly monitoring of working hours. The effective work under the project shall be allocated afterwards, with a minimum accuracy of one hour, to the days when the work was performed. The hours worked for the project must be systematically recorded and verified at least once a month. The remaining hours worked by the person must be so allocated that, at the minimum, reliable data can be obtained for the project's each reporting period concerning the total hours worked by the person during the respective reporting period so that the project's proportion of the pay costs can be calculated. Effective working hours shall not include indirect pay for periods such as annual holidays, sick leaves, maternity, parental and paternal leaves or other indirect working hours.

##### **4.2 Indirect personnel costs**

Indirect personnel costs shall consist of the project's proportion of indirect pay, holiday bonuses, social security contributions, pension contributions, accident and unemployment insurance premiums and other similar employer's contributions, as well as the project's proportion of the refund of these contributions. Indirect personnel costs shall be accepted as calculated according to the previously agreed cost rate as indicated in Section 3 above.

##### **4.3 Overheads**

Costs eligible as project overheads shall only consist of a justified proportion of administration costs (such as telephone, postage, secretarial and other corresponding office and technical services) as well as a proportion of facilities costs (rent, energy and other corresponding costs) that have arisen from the project. Depreciation of machinery, if any, shall be accepted in accordance with the plan as depreciations recognised in the accounting records, provided that no national or EU subsidies or loans have been received for purchasing the assets.

Project overheads shall be accepted according to the Tekes funding decision as a percentage of the sum total of project's pay costs and indirect personnel costs as indicated in Section 3 above.

#### **4.4 Travel costs**

Travel costs related to the project shall be eligible in accordance with the Decision of the National Board of Taxes on the compensation for travel expenses to be considered exempt from tax issued in the year in question.

#### **4.5 Material and supplies costs**

Material and supplies costs based on procurement from external suppliers shall be eligible as specified in the invoice, taking into consideration the above provisions on regulations regarding competitive tendering for procurements.

#### **4.6 Machinery and equipment**

Only the purchase costs concerning new machinery and equipment procured during the duration of the project shall be indicated under "Machinery and equipment" as specified below in this section. Costs arising from the use of existing research and other equipment shall be accepted by Tekes as specified under "Overheads" or "Other costs".

Tekes may, at its discretion, accept as equipment cost the purchase costs for new research equipment required for the project, provided that the purchase cost has been identified in the funding application and Tekes has included it in the cost estimate appended to the funding decision. The purchase costs for personal computers, mobile phones and other corresponding common work equipment shall not be eligible as the project's direct equipment costs or any other direct cost items. Costs of this type are overheads that are included in the costs accounted by the overhead cost rate. Procurement of computer software and other user licences shall be comparable to the procurement of equipment.

#### **4.7 Purchased services**

Genuine purchases of services needed for the implementation of the project can be accepted as direct project costs. Genuine purchase of service involves the recipient commissioning part of the work required for the project from an external supplier, thus receiving the results of the work.

Examples of such service purchases include planning and assessment work purchased from an external contractor to facilitate the implementation of the recipient's own project.

A joint project can never be set up so that the proportion of one project party is presented as a purchased service in the cost estimate of the other party. The cost estimate may only include costs attributable to the applicant.

#### **4.8 Other costs**

Direct costs arising from the project that cannot be included in any other cost item can be included under "Other costs". A breakdown of other costs must always be provided in the cost statement.

Costs arising from the use of previously existing, expensive special equipment or facilities are often allocated directly to each user of the equipment or facility. The allocation shall be based on hourly charge or other similar usage criteria. Such costs arising from the use of equipment and facilities can be accepted as direct project costs under "Other costs" or under some other cost line item that better corresponds to the recipient's accounting instructions.

Other costs may also include cost items such as the following in so far as they are not presented under other cost items:

- costs arising from information acquisition and gratuitous publication of project results;
- costs arising from procurement of intellectual property rights (such as patents);
- costs arising from researcher exchange (see Section 5 below).

#### **4.9 Ineligible costs**

Costs not regarded as eligible include entertainment costs, stipends, grants, advertising and marketing costs, donations and financing costs.

#### **4.10 Consideration of income**

Any income received by the project of the organisation or other income of the organisation shall not be taken into consideration when accepting the project costs, except for the income received from the disposal of machinery or equipment as provided under Section 11.4 of these General Terms and Conditions.

### **5. International researcher exchange**

#### **5.1 Concept of researcher exchange**

Researcher exchange refers to research work performed abroad for a period of more than three months or work performed by a foreign researcher at the service of a Finnish research organisation. Researcher exchange involves the recipient performing part of the research work for the project in Finland and part of it abroad. Alternatively, a researcher can be hired from abroad to work in a research project carried out in Finland.

The purpose of researcher exchange funding is to increase the competence of Finnish research and to create added value for the project. Tekes does not provide funding for researcher exchange if its primary purpose is to increase the personal competence of a single researcher, including, as a rule, the preparation of a doctoral or other thesis in a foreign university. Researcher exchange funded by Tekes shall involve research that genuinely contributes to the project.

#### **5.2 Funding of researcher exchange**

Tekes can cover costs incurred by the recipient from researcher exchange to the extent where they are in compliance with the provisions pertaining to the recipient and the compensation criteria pertaining to employment abroad generally applied within the organisation based on the said provisions. Tekes shall estimate the reasonableness of the presented costs based on the order/recommendation to government agencies and institutes on the terms and conditions of employment abroad issued by the Ministry of Finance (MoF) (MoF 4/2007, 7 May 2007, in Finnish and Swedish only), unless the order contradicts with the provisions pertaining to the recipient or the agreements concerning wages or salaries.

The percentage of funding applied to all eligible researcher exchange costs shall equal the rate applied to the project as a whole. Costs arising from researcher exchange can be eligible as costs under the project funded for a period not exceeding three years.

The recipient must provide Tekes with an itemisation of the planned costs of the researcher exchange. The recipient must also submit, no later than two weeks prior to the first meeting of the Steering Group, internal instructions concerning eligible researcher exchange costs, as well as details on the grounds on which the instructions are based, if these instructions have not already been previously submitted to Tekes.

#### **5.3 Researcher exchange as added value to the project**

When implementing the researcher exchange, the recipient shall be obliged to prevent any uncontrolled leak of information from the project funded by Tekes to the receiving community of the researcher and to ensure that the competence generated through researcher exchange can be utilised in the recipient's research activities. Tekes will only provide funding for researcher exchange to the results of which the recipient will receive at least a right of use and utilisation for research and education purposes free of charge and globally pertaining to its research activities related to the project.

If the researcher's receiving community requires that the researcher sign an agreement related to intellectual property rights for the purpose of transfer or assignment of the rights, the recipient must,

prior to signing such agreement, determine the content of the required commitment and, in particular, oversee that the ownership and title to the background material released to a national project funded by Tekes, as well as the ownership and title in the results that have already been generated or will be generated, including intellectual property rights, are not transferred or assigned to the receiving community. The researcher must not sign any researcher exchange/transfer agreements before recipient has granted the researcher a permission to sign the agreements and/or commitments with the receiving community.

## **6. Project reporting to Tekes**

Tekes shall monitor progress made in the projects and evaluate the results reached as well as potential for their utilisation and exploitation. For the purposes of monitoring, the recipient must report to Tekes on the project in accordance with the research funding decision and these General Terms and Conditions. The recipient must provide Tekes with correct and sufficient information for the purpose of payment of research funding.

### **6.1 Interim reporting**

The recipient must provide Tekes with an interim report in accordance with the schedule specified in the research funding decision. Interim reporting shall comprise the forms "Public Research Report" and "Cost Statement".

#### **6.1.1 Public Research Report**

In connection with interim reporting, the recipient shall provide Tekes with a report on progress made in the project, using the form "Public Research Report" signed by the Accountable Project Leader.

#### **6.1.2 Cost Statement**

In connection with interim reporting, the recipient shall provide Tekes with the fully completed Cost Statement form. The Cost Statement must provide a breakdown of actual total costs by category in accordance with the cost estimate. The Cost Statement must account for both the actual costs for the accounting period as well as the cumulative total costs for the entire funding period, providing a breakdown by category.

The contribution of Tekes to the actual eligible total project costs shall be indicated in the cost statement

A breakdown of the realisation of funding must be provided in accordance with the financing plan. The signatory/signatories of the Cost Statement must be authorised by the recipient's organisation to officially sign on behalf of the company.

### **6.2 Final reporting**

The final report must be provided in accordance with the schedule specified in the Tekes research funding decision. The purpose of the final report is to review how project objectives have been reached and how the results have been utilised and exploited. The report shall be signed by the Accountable Project Leader.

In connection with final reporting, the recipient shall provide Tekes with the "Public Research Report" form and the Cost Statement, all completed and signed as prescribed above for interim reporting. Unless otherwise decided for justified reasons by the Steering Group and with permission of Tekes, Tekes must also be presented, as part of the final reporting, with a separate, freely formulated content report providing an extensive description of the project's key results and conclusions.

The final report being public, any business secrets must not be included in it. Any essential information that is relevant for reporting the results but also contains business secrets must be presented in a separate annex that will not be published.

A statement of an outside chartered auditor (auditor's statement) must always be provided in connection with the final reporting. The statement must concern the total costs of the project for the overall duration of the project.

The statement shall present an opinion on, among other things, the following:

- What are the total costs of the project and during which time period have they been generated?
- Are the costs based on an eligible net amount of costs (no credit notes or payments) recognised as paid in the recipient's accounting records?
- Has the cost statement been prepared in compliance with the decision and the funding terms and conditions so that no other cost items have been included in it and that the project costs can be substantiated from the project accounting records?
- Have the costs been paid and generated during the implementation period of the project?
- Have the provisions concerning public procurement been complied with?

### **6.3 Follow-up reporting**

Tekes will also assess the effectiveness of the funding provided after project completion. Tekes will send the Accountable Project Leaders a follow-up report form approximately three years after the completion of the project. The follow-up report is part of the project reporting that the recipient shall undertake to complete.

## **7. Deviations from the project plan, cost estimate, financing plan or schedule**

The recipient shall, without delay, inform Tekes in writing of any change with a greater than negligible impact on the implementation of the project or other amendment affecting the use of the research funding. Any changes to the project must be authorised by Tekes in writing. Authorisation for any change to the project must be applied for in advance using the form available on the Tekes website.

## **8. Publicity of project results and rights to project results**

The results of the project shall be public upon completion of the project, unless otherwise provided by law or unless otherwise decided by the Steering Group and Tekes in an individual case and for a reason deemed compelling in objective terms, relating to, for example, national defence or public safety.

The recipient shall ensure that the ownership, title and intellectual property rights in the results generated by the recipient's employees are transferred or assigned to the recipient in accordance with law or under separate agreements on transfer or assignment. In individual cases relating to international researcher exchange, the recipient may, after having heard the other parties to the project, accept an agreement related to researcher exchange according to which the ownership and title in the results, including immaterial rights, will not be transferred to the recipient. The hearing may take place in, e.g., the Steering Group of the project, and it must be carried out prior to implementing the researcher exchange.

Ownership and title in the results shall vest in the party that has generated them. The owner shall have the primary right to decide on the protection, transfer or assignment of the results. The owner shall cover any costs arising from acquiring protection, unless otherwise agreed between the parties.

The recipient shall agree separately with the other parties on ownership, title and user rights in the project results. The recipient shall ensure that such agreements are not inconsistent with EC state aid law, including Articles 87 to 89 of the Treaty establishing the European Community, the Community framework for state aid for research and development and innovation (2006/C 323/01), or the norms regulating the pricing of chargeable services pertaining to the recipient.

When transferring the ownership, title and user rights in the results, the recipient must receive compensation from the enterprises for the industrial and intellectual property rights equivalent to fair market price, the definition of which shall take into consideration the commercial principles pursuant to the above-mentioned provisions as well as the market price determined in accordance with the current demand and market conditions. Compensation paid for intellectual property rights must be set in a transparent and objective manner, taking into consideration the enterprises' contributions to the project and whether ownership, title or user rights are transferred or assigned. Project results which do not give rise to intellectual property rights shall be widely disseminated to interested third parties.

The objective is the efficient and extensive exploitation of the results by Finnish industry. User rights to the results must primarily be offered to enterprises operating in Finland. When deciding on the utilisation and exploitation of the results, the enterprise in which the researcher has a personal interest shall be treated objectively and in a manner similar to that concerning other enterprises, taking into consideration the provisions on conflict of interest concerning the Accountable Project Leader specified in Section 2.2 above. Unless otherwise agreed between the parties to the project, the recipient must offer, within four months of the completion of the project, the right of first refusal in the project results to enterprises that have co-funded the project or participated in the work of the project's Steering Group and allow them a reasonable period of time for providing their response to the offer.

## **9. Project supervision and auditing**

The recipient must provide Tekes with correct and sufficient information for the purpose of supervising the compliance with the terms and conditions of the funding decision and the implementation of the project.

Tekes, the European Commission and the Court of Auditors shall have the right to audit the recipient's finances and operations as required by the payment of the funding and supervision of its use. When funding has been granted as laid down in section 7(2) of the Act on Discretionary Government Transfers to be used in a project of a party other than that of the recipient, Tekes is entitled to audit, as needed, the finances and operations of the party engaged in the activity or project for which the funding was granted.

Tekes may issue a decision granting another authority or an outside auditor the authority to carry out the audit referred to in the paragraph above. The auditor must be a chartered auditor or auditing firm within the meaning of the Accounting Act (936/1994) or the Act on Chartered Public Finance Auditors (467/1999). Auditing firms must designate an auditor to be in charge of the audit.

Outside experts may assist in audits at the request of Tekes.

The Administrative Procedure Act (598/1982), Language Act (148/1922), the Act on Openness of Government Activities (621/1999) and sections 14 and 15 of the State Civil Servants' Act (750/1994) apply to auditors and outside experts.

Provisions concerning criminal liability of public officials apply to auditors and outside experts.

For the purpose of the audit, the project accounting and the material related to cost statements must be stored as provided in Section 2(10) or Section 7(5) of the Accounting Act (1336/1997). The recipients must provide auditing officials and auditors referred to above with all information and reports, documents, records and other material needed for the purposes of the audit and assistance free of charge.

Auditing officials and auditors referred to above are entitled to seize the material subject to audit if auditing so requires. A record must be made of the seizure of material during an audit. The record must state the purpose of seizing the material and indicate what has been seized. Seized material must be returned without delay when no longer needed for the audit.

Auditing officials and auditors referred to above are entitled to have access, to the extent warranted by the audit, to the business, storage and other such premises used in the practice of a profession or in business and other areas in the possession or use of the recipient, the conditions of which

have a bearing on the granting of the funding and supervising its use. Audits may not be carried out in premises covered by domestic peace.

The right to audit shall remain in force also after project completion.

## **10. Interruption of payment**

1. Tekes may decide to interrupt the payment of the funding:  
if grounds exist to suspect that the recipient is not observing its duty to provide information under these General Terms and Conditions (fails to provide correct and sufficient information for the purpose of overseeing that the terms of the funding decision are observed or concerning changes affecting project implementation) or uses the funding in violation of the funding decision and these Terms and Conditions;
2. the grounds on which the funding was granted have essentially changed; or
3. interruption of payment is required by European Community law.

## **11. Repayment and claw-back of funding**

### **11.1 Repayment of funding**

The recipient must repay without delay any funding or part thereof received through error, in excess or manifestly without cause. The recipients must also repay funding or part thereof if it cannot be used as required in the funding decision. If the repayable sum does not exceed 10 euros, it is not necessary to repay it.

### **11.2 Duty to claw back funding**

Tekes shall issue a decision ordering the discontinuation of the payment of funding and the claw back of funding already paid or the immediate repayment of a loan if the recipient has:

1. neglected to repay funding or part thereof which under Section 11.1 of these General Terms and Conditions must be repaid;
2. used the funding for a purpose essentially different from that for which it was granted;
3. provided Tekes with false or misleading information in a matter that was critical to the granting of the funding, its amount or terms, or concealed such information; or
4. otherwise essentially violated provisions concerning the use of funding or terms included in the funding decision in a manner comparable to paragraphs 1–3.

### **Discretionary claw back**

Tekes may issue a decision ordering the discontinuation of the payment of funding and the claw back of funding or part thereof already paid or the immediate repayment of a loan or part thereof, if:

1. false or misleading information has been provided for the purpose of payment or supervision of funding, or information has been concealed or the provision of the required information, documents or other material has been refused;
2. the funding has been used for a purpose contrary to the funding decision or these General Terms and Conditions;
3. the recipient has refused to provide material referred to in Section 9 of these General Terms and Conditions or assistance as referred to in Section 9 with regard to an audit;
4. the recipient has terminated the project for which the funding was granted, reduced or altered it substantially or assigned it to a third party;
5. the recipient has been subjected to recovery proceedings, placed into liquidation or bankruptcy, or made subject to the restructuring proceedings referred to in the Restructuring of Enterprises Act (47/1993);

6. the legislation of the European Community requires or the European Commission decides that the financing is to be clawed back in whole or in part (Act on the Application of Certain State Aid Rules of the European Community (300/2001), Section 1);
7. in projects partially financed by European Regional Development Funds (ERDF), the European Commission requires that the funding be clawed back; or
8. the recipient otherwise acts in a manner comparable to the matters in this Section.

#### **11.4 Changing the intended use or assignment of machinery and equipment**

If, within five years after their procurement, the intended use of the funded machinery or equipment that are central to the implementation of the project changes or the assets are assigned or otherwise transferred to the ownership or control of a third party and new corresponding assets are not acquired in their place, the proportion of the value of the assets corresponding to the financing shall be repaid to Tekes within six months of the change in circumstances referred to above. A similar procedure shall be followed in case of an accident to insured assets. In this case, what is stated above about the value of the assets shall apply to the insurance or other compensation received.

#### **11.5 Interest**

The recipient must pay an annual interest in accordance with Section 3(2) of the Interest Act (633/1982) plus 3 percentage points on the amount to be repaid or clawed back from the day the funding was paid.

#### **11.6 Penalty interest**

If the sum clawed back is not paid by the due date set by Tekes, an annual penalty interest shall be payable on the sum in accordance with the interest rate referred to in Section 4(3) of the Interest Act.

#### **11.7 Reasonableness**

Tekes may, in cases of repayment or claw back of funding, decide that a part of the sum to be repaid or clawed back, and any interest or penalty interest on it, will not be clawed back if repayment in full is unreasonable in the light of the financial standing and circumstances of the recipient or the type of the property procured using the transfer or the procedure on which repayment or claw back is based or because of a change in circumstances.

For an extremely pressing cause, Tekes may decide not to collect the sum to be repaid or clawed back, or the interest or penalty interest on it at all.

#### **11.8 Deadline for claw back**

The funding, any interest or penalty interest may not be clawed back if ten years have lapsed since the payment of the funding or its final instalment.

### **12. Expiry**

The right to receive payment of funding that has been granted expires if the recipient has not provided the acceptable reports required for the payment of the funding in accordance with the reporting schedule indicated in the funding decision.

The duty to repay funding or part thereof will expire when ten years have elapsed from the payment of the funding or its final instalment.

### **13. Tekes's right of offsetting**

Any funding to be repaid or clawed back based on this funding decision, including interest, may be collected by deducting it from another funding granted by Tekes paid to the same recipient.

#### **14. Misuses**

If, in connection with the project, there is reason to suspect that the recipient or a person acting on its behalf has committed an act classified as criminal offence under the Penal Code (39/1889), with Tekes as the injured party, Tekes shall take the measures required in the matter.

#### **15. Special terms and conditions for research funding**

Where the section "Other terms" of the research funding decision specifies that the project shall be implemented as a project co-funded by the ERDF, the ERDF terms and conditions for the type of funding in question appended to the funding decision as well as Sections 1 to 14 of these General Terms and Conditions shall apply, insofar as not otherwise provided by the ERDF special terms and conditions.

**This English translation of the General Terms and Conditions for Tekes Research Funding for Parties Other than Government Agencies and Institutes is provided for guidance only. Tekes shall not guarantee the accuracy of the translated text and for interpretation purposes, the Finnish-language version shall apply.**