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## **The Swiss Innovation Agency's implementing provisions for contributions to networking activities on specific innovation topics (Implementing provisions for networking activities)**

of 2 September 2022

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*The Innovation Council of the Swiss Innovation Agency (Innosuisse),*

based on Article 10 Section 1 letter f of the Federal Act of 17 June 2016<sup>1</sup> on the Swiss Innovation Agency (Innosuisse Act; SIAA), and Article 49 Section 4 of the Innosuisse Funding Ordinance of 4 July 2022<sup>2</sup>,

*sets out the following:*

### **Chapter 1: Common provisions**

#### **Art. 1** Subject matter

These implementing provisions govern the following aspects for promoting networking activities among players in science-based innovation through contributions to networking activities on specific innovation topics:

- a. the types of networking activities;
- b. the requirements for submitting an application;
- c. the eligible costs;
- d. the use of contributions;
- e. the procedures.

#### **Art. 2** Type of networking activities

Innosuisse makes contributions to the following networking activities on specific innovation topics:

- a. Activities of private consortia to promote the transfer of knowledge and technology between research, economy and society with the aim of stimulating innovation activities on a selected topic through the development and testing of concrete ideas (Innovation Booster);
- b. Series of events with the aim of networking important players in the innovation environment on a selected topic (Networking Event Series).

#### **Art. 3** Evidence of registered offices

If an organisation has a Swiss company identification number, this is generally considered evidence of its registered office in Switzerland as defined by Article 47 of the Innosuisse Funding Ordinance<sup>3</sup>.

#### **Art. 4** Form and content of the application

<sup>1</sup> Applications can be submitted to Innosuisse electronically using the form provided by Innosuisse in response to calls for proposals published by Innosuisse for contributions to networking activities in accordance with Article 2. Compliance must be ensured with the deadline specified in the call for submitting applications.

<sup>2</sup> The application form must be completed in full and its content must be comprehensible. In particular, the application must contain all the information necessary for assessing the eligibility for and the amount of the contribution.

<sup>3</sup> The application can be submitted in German, French, Italian or English. The language in which the application is submitted shall be the language of the proceedings. In justified cases, Innosuisse can stipulate a change in the language of the proceedings, either at its own initiative or upon request.

<sup>1</sup> SR 420.2

<sup>2</sup> SR 420.231

<sup>3</sup> SR 420.231

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**Art. 5** Evaluation of the application and decision by Innosuisse

<sup>1</sup> If an assessment of the application reveals that the approval conditions for an assessment of the contents of the application, particularly with regard to the submitting person or to formalities, have not been met, Innosuisse will issue a contestable non-consideration decision.

<sup>2</sup> Innosuisse assesses applications that fulfil the approval conditions for an assessment of the contents of the application on the basis of the criteria of Article 48 of the Innosuisse Funding Ordinance<sup>4</sup>, and quantifies its assessment by awarding points.

<sup>3</sup> Those applications will be approved which are deemed eligible for support and can be funded within the available budget. If the applications eligible for support exceed the funds available, the best applications will be approved.

<sup>4</sup> Innosuisse rejects applications that are not approved with a contestable decision.

**Art. 6** Planning, specification of the provisional and definitive annual contributions

<sup>1</sup> Prior to commencement of the respective contribution year, the organisation shall provide Innosuisse with a plan outlining the intended activities and the corresponding budget for approval, in accordance with its guidelines. Based on this information, Innosuisse shall determine the provisional annual contribution. For the first contribution year, Innosuisse bases its decision on the information contained in the application regarding activity planning and budget. If Innosuisse and the organisation do not agree on a plan or a budget, Innosuisse may terminate the contractual relationship.

<sup>2</sup> Innosuisse sets the definitive annual contributions on the basis of the eligible costs after reviewing the annual report. The organisation shall communicate any objections to the decision to Innosuisse within 30 days. In this case, Innosuisse will assess the complaint and make amendments to the definitive amount if the complaint is justified.

**Art. 7** Changes to networking activities

<sup>1</sup> Significant changes to the supported networking activities may only be made with the prior consent of Innosuisse.

<sup>2</sup> Innosuisse may terminate the contractual relationship if significant changes are implemented without Innosuisse's consent and result in the conditions for support no longer being fulfilled.

**Chapter 2: Contributions to Innovation Booster****Art. 8** Funding Agreement and start of implementation

<sup>1</sup> If Innosuisse approves an application in whole or in part, it concludes a Funding Agreement with the organisation.

<sup>2</sup> The Funding Agreement governs the following in particular:

- a. the subject, scope and duration of the support;
- b. the maximum total contribution committed for the duration of the support, as well as the cost ceilings for a two-year period;
- c. the objectives for a two-year period;
- d. the conditions and the deadlines for contribution payments and any repayments;
- e. Innosuisse's specifications for implementing the Innovation Booster;
- f. other rights and obligations of the contracting parties;
- g. the basis for evaluating performance;
- h. the reporting requirements and deadlines;
- i. the termination of the contractual relationship.

<sup>3</sup> Work done by the Innovation Booster which is being supported by contributions from Innosuisse may only be commenced once the Funding Agreement has come into effect.

**Art. 9** Use of contributions

<sup>1</sup> The organisation shall use the contributions provided by Innosuisse to finance:

- a. Development and operation of its activities as defined by Article 2 letter a, especially with regard to putting together innovation teams, providing support to identify problems with the potential for innovation, and generating ideas;
- b. Testing of hypotheses by third parties using appropriate methods to the targeted review and development of problems identified within the scope of the activities outlined under letter a and of innovation ideas arising from these, provided that these have the potential to create sustainable added value.

<sup>2</sup> With regard to the use of contributions in accordance with Section 1 letter b, the organisation shall use at least one half of the contributions provided by Innosuisse up to a maximum of CHF 25 000 per idea. Less than one half of the contributions provided by Innosuisse may be used for this purpose in justified cases, subject to prior agreement with Innosuisse.

**Art. 10** Eligible costs

<sup>1</sup> In the case of activities in accordance with Article 9 Section 1 letter a, reported expenses are only eligible that were actually incurred and are absolutely necessary for the proper conduct of the activities, and insofar as they are not covered by other government grants. This includes in particular:

<sup>4</sup> SR 420.231

- a. personnel costs incurred exclusively for the purpose of preparing and carrying out the activities, subject to the maximum amounts stipulated in Article 11;
- b. employer contributions actually paid in accordance with the Federal Act of 20 December 1946<sup>5</sup> on Old-Age and Survivors' Insurance (OASIA), the Federal Act of 19 June 1959<sup>6</sup> on Disability Insurance (InvIA), the Compensation for Loss of Earnings Act of 25 September 1952<sup>7</sup> (LECA), the Federal Act of 25 June 1982<sup>8</sup> on Occupational Retirement, Survivors' and Disability Pensions (OPA), the Unemployment Insurance Act of 25 June 1982<sup>9</sup> (UIA) and the Federal Act of 20 March 1981<sup>10</sup> on Accident Insurance (AIA) in relation to personnel costs according to letter 1;
- c. costs for event spaces or for infrastructure for virtual events;
- d. costs for appropriate catering for participants;
- e. reimbursement of expenses of experts;
- f. costs for advertising and communication;
- g. costs for tools in connection with the mechanisms and methods for promoting the transfer of knowledge and technology, for example for Internet-based platforms or for methodological support work by specialists;
- h. costs for participation in joint activities of multiple Innovation Boosters planned by Innosuisse.

<sup>2</sup> In the case of activities in accordance with Article 9 Section 1 letter b, reported expenses are only eligible that were actually incurred by the innovation team selected by the organisation, and insofar as they are not covered by other government grants. This includes in particular:

- a. feasibility, user or market studies;
- b. the development of explorative models and prototypes to illustrate innovation ideas and test potential solutions;
- c. the methodological support provided to the innovation teams by specialists, for example using design thinking methods.

<sup>3</sup> Costs in accordance with Sections 1 and 2 that are covered by third-party funding shall be considered reported costs as defined by Article 49 Section 2 of the Innosuisse Funding Ordinance<sup>11</sup>. Third-party funding shall refer in particular to financial contributions by participants to activities of an Innovation Booster that are used to cover costs in accordance with Sections 1 and 2.

#### **Art. 11** Maximum amount for eligible gross salaries

<sup>1</sup> For the staff functions below, the following maximum amounts apply for eligible gross annual salaries:

- a. Head of institute, head of department: CHF 220 500;
- b. Experienced scientist, team leader: CHF 175 000;
- c. Scientific collaborator: CHF 126 000;
- d. Specialist: CHF 113 400;
- e. Doctoral student and auxiliary: CHF 85 100.

<sup>2</sup> For the staff functions below, the maximum amounts according to the hourly rate specified in Section 1 correspond to one 2100th of the gross annual salary and a supplement of 13.5 percent for holiday pay and public holidays:

- a. Head of institute, head of department: CHF 119;
- b. Experienced scientist, team leader: CHF 95;
- c. Scientific collaborator: CHF 68;
- d. Specialist: CHF 61;
- e. Doctoral student and auxiliary: CHF 46.

#### **Art. 12** Payment and reclamation of contributions

<sup>1</sup> Annual contributions are paid on the basis of the contractually defined payment plan within the scope of the contractually defined cost ceilings.

<sup>2</sup> If the amounts already paid exceed the definitive maximum amount in accordance with Article 6 Section 2, Innosuisse may either reclaim the excess shares already paid or offset them against the contribution for the following year.

#### **Art. 13** Reporting and performance evaluations

<sup>1</sup> An annual report is to be submitted to Innosuisse once a year containing in particular information on the achievement of objectives and a final financial report, in accordance with its guidelines.

<sup>2</sup> After two years, a general evaluation is performed of the development of the Innovation Booster and its efficacy compared with the original application and the projections it contains. The evaluation is based on the annual reports, a general qualitative assessment by Innosuisse, if necessary an appraisal by other experts and, where appropriate, a satisfaction survey among the organisation's science and industry partners as well as contribution recipients of the Innovation Booster. It can terminate the grant relationship if it seems likely to a reasonable degree of certainty that it will no longer be possible to achieve the objectives of the activities.

<sup>5</sup> SR 831.10  
<sup>6</sup> SR 831.20  
<sup>7</sup> SR 834.1  
<sup>8</sup> SR 831.40  
<sup>9</sup> SR 837.0  
<sup>10</sup> SR 832.20  
<sup>11</sup> SR 420.231

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<sup>3</sup> The remaining cost ceiling and the objectives for the remaining contract period can be adjusted on the basis of the performance evaluation.

### Chapter 3: Contributions to Networking Event Series

#### Art. 14 Eligible costs

<sup>1</sup> Reported expenses are only eligible that were actually incurred and are absolutely necessary for the proper execution of the specialist event. This includes in particular:

- a. salary costs incurred exclusively for the purpose of preparing and carrying out the event, including employer contributions actually paid in accordance with OASIA, InvIA, LECA, OPA, UIA and AIA.
- b. costs for event spaces or for infrastructure for virtual events;
- c. costs for appropriate catering for participants;
- d. remuneration of experts;
- e. costs for advertising and communication;
- f. costs for tools in connection with the mechanisms and methods for promoting the transfer of knowledge and technology, for example for Internet-based platforms or for methodological support work by specialists.

<sup>2</sup> Costs in accordance with Section 1 that are covered by third-party funding shall be considered reported costs as defined by Article 49 Section 2 of the Innosuisse Funding Ordinance<sup>12</sup>. Third-party funding shall refer in particular to financial contributions by participants to Networking Event Series that are used to cover costs in accordance with Section 1.

#### Art. 15 Funding Agreement and start of implementation

<sup>1</sup> If Innosuisse approves an application in whole or in part, it concludes a Funding Agreement with the organisation for a minimum of two and a maximum of four years.

<sup>2</sup> The Funding Agreement governs the following in particular:

- a. the subject, scope and duration of the support, specifying the maximum contribution;
- b. the conditions and the deadlines for contribution payments and any repayments;
- c. Innosuisse's specifications on carrying out events;
- d. the reports to be submitted to Innosuisse;
- e. other rights and obligations of the contracting parties;
- f. the termination of the contractual relationship.

<sup>3</sup> The implementation of the organisation's work, for which Innosuisse pays contributions, may only begin when the Funding Agreement enters into force.

#### Art. 16 Payment and reclamation of contributions

<sup>1</sup> The annual contributions in accordance with Article 6 Section 1 are paid on the basis of the contractually defined payment plan.

<sup>2</sup> If the amount already paid exceeds the definitive maximum amount in accordance with Article 6 Section 2, Innosuisse may either reclaim the excess shares already paid or offset them against the contribution for the following year.

<sup>3</sup> If the amount already paid is lower than the definitive annual contribution in accordance with Article 6 Section 2, Innosuisse will generally pay the difference together with the provisional annual amount for the following year.

#### Art. 17 Reporting and performance evaluations

<sup>1</sup> A report describing the content and finances of the networking activities is to be submitted to Innosuisse once a year, in accordance with its guidelines.

<sup>2</sup> Innosuisse can evaluate the activities on a regular basis and terminate the relationship if it seems likely to a reasonable degree of certainty that it will no longer be possible to achieve the objectives of the activities.

### Chapter 4: Final provisions

#### Art. 18 Transitional provision

These implementing provisions shall also apply to support for networking activities already under way as of 1 January 2023, provided that the beneficiaries agree to the application of the new legislation. The corresponding Funding Agreements will be amended as appropriate.

#### Art. 19 Repeal of other legislation

The implementing provisions for networks and specialised events of 16 November 2017 are repealed.

<sup>12</sup> SR 420.231

**Art. 20**      Entry into force

These provisions enter into force on 1 January 2023.