



Schweizerische Eidgenossenschaft
Confédération suisse
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Swiss Confederation

Innosuisse – Swiss Innovation Agency

The Swiss Innovation Agency's implementing provisions for contributions to national thematic networks and thematic specialist events (implementing provisions for networks and specialist events)

of 16 November 2017

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

based on Article 10 Section 1 letter f of the Federal Act of 17 June 2016¹ on the Swiss Innovation Agency (Innosuisse Act; SIAA),

sets out the following:

Chapter 1: Subject matter

Art. 1

These implementing provisions govern the promotion of knowledge exploitation and knowledge and technology transfer via contributions to national thematic networks and thematic specialist events in relation to:

- a. the requirements for submitting an application;
- b. specific criteria for evaluating thematic specialist events;
- c. the eligible costs;
- d. the procedure.

¹ SR 420.2

Chapter 2: Contributions to national thematic networks

Art. 2 Applicant requirements

¹ The statutes of the applicant organisation must state that it is not profit-oriented.

² A Swiss company identification number is considered evidence of the organisation's headquarters in Switzerland.

Art. 3 Submission, form and content of the application

¹ An application can be submitted to Innosuisse once Innosuisse has published a tender for contributions to national thematic networks. The submission deadline specified in the tender is to be observed.

² The form and content of the application is based on the requirements of the tender documents. All applications must contain all information necessary for technical, scientific and economic assessment of the right to and amount of funding. The application must in particular contain the following:

- a. the statutes of the applicant organisation;
- b. a description of the network, information on the criteria set out in Article 32 of the Ordinance of the Swiss Innovation Agency of 20 September 2017² on its funding and other supporting measures (Innosuisse Funding Ordinance);
- c. the budget for the network and the contribution request from Innosuisse.

³ The application can be submitted in German, French, Italian or English.

Art. 4 Funding Agreements and start of implementation

¹ If Innosuisse approves a funding application in whole or in part, it concludes a framework contract and annual agreements with the organisation.

² The framework contract governs the following in particular:

- a. the subject, extent and duration of the support;
- b. the conditions and deadlines for the contribution payments and any repayments;
- c. Innosuisse's requirements concerning the implementation of the network;
- d. other rights and obligations of the contracting parties;
- e. the procedure and provisions of the annual agreements;
- f. the termination of the contractual relationship.

³ The annual agreements shall govern in particular:

- a. the annual objectives of the network;

² SR 420.231

- b. the maximum annual contribution and the percentage shares of the contribution components in accordance with Article 33 Section 3 of the Innosuisse Funding Ordinance³;
- c. the basic principles for the performance assessment;
- d. the requirements and deadlines for submitting reports.

⁴The implementation of the network work for which Innosuisse has granted contributions may only commence after the framework contract has entered into force.

Art. 5 Procedure if application is rejected or not considered

¹ If an assessment of the application reveals that the approval conditions for an assessment of the contents of the application, particularly with regard to staff and formalities, have not been met, Innosuisse shall issue a contestable decision on the refusal to consider the application.

² If an assessment of the contents of the application reveals that the funding conditions for national thematic networks have not been met, Innosuisse rejects applications with a contestable decision.

Art. 6 Amount and payment of the contributions

¹ The maximum annual contribution and the percentage shares of the contribution components in accordance with Article 33 Section 3 of the Innosuisse Funding Ordinance⁴ will be determined in the annual agreements in accordance with Article 4 Section 3. The latter is based on the development of the network, with the basic contribution (Art. 33 Sec. 3 let. a of the Innosuisse Funding Ordinance) amounting to a maximum of 60 percent.

² Innosuisse will determine the definitive amounts of the contribution components according to Article 33 Section 3 letters b and c of the Innosuisse Funding Ordinance as part of the performance evaluation mentioned in Article 7 Section 2 as follows:

- a. for the performance-based component (Art. 33 Section. 3 letter b of The Innosuisse Funding Ordinance), the number of points awarded for the performance evaluation is decisive insofar as the definitive share of the maximum amount of the component defined in the annual agreement corresponds to the degree of objective attainment evaluated with points;
- b. for the component dependent on third-party funds (Art. 33 Sec 3 let. c of the Innosuisse Funding Ordinance), the definitive share of the maximum amount of the component defined in the annual agreement corresponds to the verifiable share reached of third-party funds in the corresponding objective.

³ The organisation shall communicate any objections to the decision to Innosuisse within 30 days. In this case, Innosuisse shall assess the complaint and make amendments to the definitive amount if the complaints are justified.

³ SR 420.231

⁴ SR 420.231

⁴ The contributions are paid in two instalments per year:

- a. the first instalment amounts to a maximum of 70 percent of the maximum annual contribution and may only be paid after the annual agreement has been signed;
- b. the second instalment is paid at the end of each calendar year after the definitive annual contribution has been determined. If the definitive annual contribution amounts to less than the amount already paid in the first instalment, further instalments will not be paid and Innosuisse will request repayment of the relevant amount. Instead of requesting a repayment, Innosuisse may reduce the contribution for the following year accordingly.

Art. 7 Reporting and assessing performance

¹ An annual report, containing in particular information about the objective attainment and a final financial report, is to be submitted to Innosuisse on an annual basis, in accordance with its guidelines.

² Innosuisse evaluates the organisation's performance on the basis of the financial report and a satisfaction survey with partners of the organisation from the fields of academia and industry. It qualifies its evaluation using a scale of points ranging from 1 to 10, with 10 points corresponding to maximum objective attainment.

³ Innosuisse may terminate the contractual relationship if the performance assessment reveals that the objectives of the network have not been achieved.

Art. 8 Changes to the network

¹ Significant changes to the network may only be made with the prior consent of Innosuisse.

² Innosuisse may terminate the contractual relationship if significant changes are implemented without Innosuisse's consent and mean that the requirements for funding are no longer fulfilled.

Chapter 3: Funding to thematic specialist events

Art. 9 Non-profit nature of the applicant

The statutes of the applicant organisation must state that it is not profit-oriented.

Art. 10 Submission, form and content of the application

¹ The application must be submitted to Innosuisse using the form provided no later than four months before the date scheduled for the specialist event.

² It must contain all information necessary for technical, scientific and economic assessment of the right to and amount of funding. The application must in particular contain the following:

- a. the statutes of the applicant organisation;
- b. a description of the specialist event containing information on the criteria as per Article 35 of the Innosuisse Funding Ordinance⁵;
- c. the budget for the specialist event and the contribution request from Innosuisse.

³ It can be submitted in German, French, Italian or English.

Art. 11 Quality of the concept of the specialist event

For the evaluation of the quality of the concept of the specialist event as per Article 35 letter c of the Innosuisse Funding Ordinance⁶, Innosuisse's assessment includes the following:

- a. the clarity and conclusiveness of the concept;
- b. the expertise of the applicant organisation and the speakers; Innosuisse's evaluation of the latter also considers whether the speakers come from various different regions;
- c. the quality of events already held by the applicant organisation;
- d. the event's focus on innovation;
- e. the balance of the relationship between participants and speakers from the areas of research and industry;
- f. the concept's focus on the long-term nature of the specialist event;
- g. the instruments for measuring and ensuring quality.

Art. 12 Eligible costs

Only reported expenses that are actually incurred and are absolutely necessary for the proper execution of the specialist event are taken into account. These could include in particular:

- a. salary costs incurred exclusively for the preparation and implementation of the specialist event, including effectively paid employer contributions in accordance with OASIA/InvIA/LECA, OPA, UIA and AIA;
- b. costs for room hire;
- c. costs for appropriate catering for participants;
- d. compensation for speakers and moderators;
- e. advertisement and communication costs.

⁵ SR 420.231

⁶ SR 420.231

Art. 13 Funding Agreement and start of implementation

¹ If Innosuisse approves a funding application in whole or in part, it concludes a Funding Agreement with the organisation. For multi-year events, an agreement can be concluded which covers a maximum of four years.

² The Funding Agreement governs the following in particular:

- a. the subject, extent and duration of the support, specifying the maximum contribution amount;
- b. the conditions and deadlines for the contribution payments;
- c. the requirements set out by Innosuisse for the implementation of the event;
- d. the reports to be submitted to Innosuisse;
- e. other rights and obligations of the contracting parties;
- f. the termination of the contractual relationship, in particular if contributions have been granted for several years.

³ The implementation of the project may only begin after the agreement has entered into force.

Art. 14 Procedure if application is rejected or not considered

¹ If an assessment of the application reveals that the approval conditions for an assessment of the contents of the application, particularly with regard to staff and formalities, have not been met, Innosuisse shall issue a contestable decision on the refusal to consider the application.

² If an assessment of the contents of the application reveals that the funding conditions for thematic specialist events have not been met, Innosuisse rejects applications with a contestable decision.

Art. 15 Payment of the contributions

The contributions will normally be made in instalments, whereby no more than 80 percent of the maximum amount is paid before the definitive amount is determined.

Art. 16 Interim reports and evaluation

¹ For multi-year Funding Agreements, an interim report is to be submitted to Innosuisse no later than three months after every event, in accordance with its guidelines.

² For multi-year Funding Agreements, Innosuisse can evaluate the event periodically and terminate the contractual relationship if it seems unlikely that the objectives of the project can be achieved.

Art. 17 Final report and determining the contribution amount

¹ A final report describing the content and finances of the event with supporting documents is to be submitted to Innosuisse in accordance with its guidelines no later

than three months after execution of the last event provided for in the Funding Agreement.

² Innosuisse assesses the report and uses it as a basis for determining the definitive contribution amount and final payment, or, if more than 50 percent of the eligible costs have already been paid, the reclamation. The organisation shall communicate any objections to the decision to Innosuisse within 30 days. In this case, Innosuisse shall assess the complaint and make amendments to the definitive amount if the complaints are justified.

Art. 18 Changes to the event

¹ Significant changes to the events may only be made with the prior consent of Innosuisse.

² Innosuisse may terminate the contractual relationship if significant changes are implemented without Innosuisse's consent and mean that the conditions for funding are no longer fulfilled.

Chapter 4: Entry into force

Art. 19

These provisions enter into force on 1 January 2018.

Bern, 16 November 2017

SWISS INNOVATION AGENCY (INNOSUISSE)

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BERNHARD ESCHERMANN
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