

This is a translation of the adopted Swedish version of the general terms and conditions of the contract for grants. In the event of conflict between the Swedish version and this English version, the former shall take precedence.

General terms and conditions of the contract for grants from the Swedish Childhood Cancer Fund (BCF below) - 2019-11-04

1. Grant Holder undertakings

Under the Contract, **the main applicant** who is allocated funding, is responsible for the grant and these general terms and conditions of the contract and any specific conditions. This person is referred to as the **grant holder** below. If a grant has been assigned to a main applicant with one or more co-applicants, the main applicant will be the grant holder. Unless otherwise stated, the **grant recipients** refer to both the grant holder and co-applicant.

The grant holder is responsible in relation to BCF and grant administering organization. The terms and conditions that apply for the grant apply to all grant recipients. The grant holder is responsible for ensuring that co-applicants are informed about and comply with the terms and conditions.

Grant recipients undertake to comply with the laws, regulations, good research practices and local regulations of the grant administering organization.

Grants are allocated after an application has been submitted to BCF. Such an application comprises a completed web form, a project plan as an attachment, as well as any other appendices. The grant holder must ensure that the project progresses according to the project plan and that the funds are used in accordance with the application and costs approved by BCF.

By signing the Contract, the grant holder agrees that contact information, project summaries as well as an annual report and final report are published on the BCF website and other channels selected by BCF. The publication or presentation of results obtained during the course of the project must indicate that BCF has financed the project.

During the availability period, the grant recipients must assist BCF by describing his or her work in an article or interview etc. or by contributing to other marketing or information activities. This could very well include the publication of materials produced by the grant recipients. However, publication of such material should not take place without the consent of the grant recipients.

The rights and obligations of the grant recipients in relation to BCF are not transferable without written consent from BCF.

2. Grant administering organization undertakings

Funding for projects intended to be conducted at universities, colleges, other public authority or the like will be managed by this body. Otherwise, management will be in accordance with a special agreement with BCF. Below, trustees are referred to as grant administering organizations.

The grant administering organization is responsible for ensuring compliance with the laws, regulations, good research practices and local regulations. In the event the grant administering organization is made aware of suspected deviations from these regulations via a report or in any other manner, BCF must be immediately notified of this.

Upon a request from BCF, the grant administering organization is obligated to submit financial statements or other similar reports. Before the final report, see paragraph 9 below, the grant administering organization must put together a financial report. It is incumbent on the grant administering organization to make sure unused funds are reimbursed; see paragraph 8 below. The grant administering organization has employer responsibility. This means that, for example, the grant administering organization is responsible for conditions of employment, tax deductions, tax payments, social security contributions, holiday pay, data to the tax authority and the National insurance Office.

The grant administering organization also has responsibility for creating positions and the hiring/appointing of staff. In no event is BCF ever an employer and has no employer responsibility, regardless of the nature of the appropriations granted.

3. Right of disposal etc.

The grant must be used in a manner that it is primarily in compliance with the application and in accordance with the Contract and these general terms and conditions of the contract. Any change in the way the grant will be used or in the terms and conditions set by BCF may be granted after a written application to BCF has been submitted.

The grant may not be used to cover costs incurred before the project period on page 1 of the Contract. The availability period for the grant is six (6) months beyond the duration of the project. In addition, if an extension of the availability period is necessary, a written application for this indicating reasons must be submitted to BCF in good time before the expiration of the availability period.

Grants that have not been used must be refunded to BCF at the end of the expiration of the availability period; see paragraph 8 below.

4. Financial envelope

Grants can be awarded in the form of a financial envelope.

If the financial envelope has been allocated, unless otherwise specified in the specified conditions, the grant holder has the right to freely allocate the grant within the context of the application.

According to local regulations, each grant administering organization may use the grant for scholarships.

5. Disbursement of grants

The disbursement of grants is normally carried out once a year. A valid contract requires the signature of BCF, the grant holder and the grant administering organization.

Furthermore, once a year, the grant holder must requisition funds for payment and, in connection with this, submit an annual report in accordance with paragraph 9 below. Any requisition must be made within the availability period.

6. Indirect costs

BCF approves deductions for indirect costs at a maximum amount of 15.25% unless otherwise stated in the specific conditions. Any premises costs should be accommodated within this deduction.

In the event the grant holder allocates grants to a co-applicant, it is the responsibility of the grant holder to make sure that only one deduction per grant is made for indirect costs.

7. Authorizations and approvals

The grant recipients agree to comply with the applicable laws and regulations pertaining to all authorizations and approvals required for the project in question, as well as other local grant administering organization regulations. In projects where authorizations and/or approvals will need to be obtained, all of these must be available and approved before the project or relevant sub-project is started. The grant administering organization is responsible for ensuring compliance with this.

8. Repayment of non-used funds

Unless otherwise decided by BCF, funds that have not been used during the availability period must be repaid to BCF after expiration of the availability period. It is incumbent on the grant administering organization to make sure repayment is made.

9. Statements and reporting

Each year, the grant holder must submit an annual report of the project work prior to the new requisition. A final report of the project must be submitted on the appropriate form by no later than the expiration of the availability period. In the event of a new application, a scientific account (report) should always be submitted in the appropriate section of the application form.

A statement or report should also be submitted when requested by BCF.

10. Follow-up and consequences when the project work contains deficiencies

BCF has the right to monitor the project work in an appropriate manner. If BCF finds that the grant holder or the grant administering organization has not complied with his/her/its obligations under the Contract and the general terms and conditions of the contract or if the work is otherwise not carried out satisfactorily, BCF has the right to decide whether the grant should be withdrawn or whether it should be fully refunded to BCF.

11. Patent issues

BCF will make contributions to projects provided that results are made public and may be used freely. If, during the course of the project, findings are of such a nature that a patent application is required, BCF must be immediately notified of this. In that case, BCF may refrain from the requirement for publication and free use in exchange for the grant recipients who is applying for a patent undertaking to repay the grant or part thereof to BCF. The repayment obligation may be fully or partially waived following a decision by BCF. Grants from BCF may not be used for patent costs.

12. Financiers other than BCF

In processing grant matters, BCF has assumed that the grant recipients have reported any applications to or grants received from other bodies (government, municipal, private funds, pharmaceutical companies or similar) with respect to funds for the same or similar purposes. If it turns out that the grant recipients have not reported this, BCF reserves the right to re-examine the case and, in whole or in part, cancel the grant or decide that the grant should be repaid in full to BCF.

13. Dispute

Any disputes concerning the interpretation or application of the Contract and these general terms and conditions of the contract as well as any specific conditions must ultimately be settled by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce. Unless the parties agree otherwise, the arbitral tribunal shall be appointed by the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration procedure shall take place in Stockholm.