



PPP ALLOWANCE (PPS-TOESLAG) AGREEMENT

LSH - TKI Project:

LSH Match Project acronym:

LSH Match Project number:



PPP ALLOWANCE (PPS-TOESLAG) AGREEMENT

THIS PPP ALLOWANCE AGREEMENT (the “**PPP Allowance Agreement**”) is established on [date] “**Effective Date**” by and between:

1. **Stichting Life Sciences Health – TKI**, also acting under its trade name **Health~Holland**, incorporated under Dutch law having its statutory seat in The Hague, The Netherlands and its address at Wilhelmina van Pruisenweg 104, 2595 AN, The Hague and registered with the Dutch Chamber of Commerce under number 27380989, hereinafter referred to as “**Stichting LSH-TKI**”;
2. **[Research Organisation x]**, incorporated under [nationality] law, having its statutory seat in [place], [country] and its address [address] and registered with the [nationality] Chamber of Commerce under number [number], hereinafter referred to as “**Research Organisation x**”. **Research Organisation x** shall also act as the Project Coordinator;
3. **[Industrial Partner x]**, incorporated under [nationality] law, having its statutory seat in [place, country] and its address [address] and registered with the [nationality] Chamber of Commerce under number [number], hereinafter referred to as the “**Industrial Partner x**”;

Each of the parties under 1 through 3 hereinafter also referred as “**a Party**” and together as “**the Parties**”. The Parties 2 through 3 hereinafter also referred to as “**the Participant**” respectively together as “**the Participants**”.

WHEREAS:

- A. The Dutch Top Sector Life Sciences and Health (*‘Topconsortium voor Kennis en Innovatie’* or *‘TKI Life Sciences and Health’*) is represented by Stichting LSH-TKI and tasked by the Dutch government to promote and stimulate new public-private partnerships to undertake research and development projects in the life sciences;
- B. To promote such partnerships, the Minister of Economic Affairs and Climate Policy has allocated certain funds to Stichting LSH-TKI through the Netherlands Enterprise Agency (*‘RVO’*) to be granted to projects under the TKI-programme Life Sciences & Health;
- C. Within the scope of the TKI-programme Life Sciences & Health, the Participants have submitted an application with the title “[title]” as described in the full application TKI-LSH Match Application Form (the “**Project Application**”) and the LSH-TKI Match Budget Form (the “**Budget**”) as attached to this PPP Allowance Agreement as Annex 1 and Annex 2 respectively;
- D. The Participants further have agreed upon a consortium agreement between them on [date] (the “**Consortium Agreement**”) as attached to this PPP Allowance Agreement as Annex 3, to allocate their rights and obligations between them in respect of carrying out of the Project (as defined below);
- E. Stichting LSH-TKI has approved the Project Application, the Budget and the Consortium Agreement and hereby grants the Participants an allowance under the TKI-programme Life Sciences & Health (the “**PPP Allowance**”), and the Participants accept the PPP Allowance subject to the conditions of the PPP Allowance Regulation (as defined below) and the terms and conditions of this PPP Allowance Agreement.

THE PARTIES HAVE AGREED AS FOLLOWS:



Article 1. Definitions

- 1.1. “**Budget**” means the budget submitted to Stichting LSH-TKI in the TKI-LSH Match Budget Form providing an estimate of the total cost to carry out the Project, including an overview of the contributions of each Participant to the Project. The Budget is attached to this Agreement as Annex 2;
- 1.2. “**Completion Date**” means the date of receipt of the report as referred to under Section 5.1 (ii) by Stichting LSH-TKI.
- 1.3. “**Consortium Agreement**” means the consortium agreement signed between the Participants on [date] allocating the rights and obligations between them in respect of carrying out of the Project. The Consortium Agreement is attached to this Agreement as Annex 3;
- 1.4. “**Force Majeure**” has the meaning assigned thereto in article 6:75 of the Dutch Civil Code;
- 1.5. “**PPP Allowance Agreement**” means this PPP Allowance agreement including its annexes hereto;
- 1.6. “**Project**” means the research (and development) project set out in the Project Application;
- 1.7. “**Project Application**” means the research (and development) project submitted to the Stichting LSH-TKI in the TKI-LSH Match Application Form providing a list of the Participants, a summary of the project and details on the start date and duration of the project. The Project Application is attached to this Agreement as Annex 1;
- 1.8. “**Project Coordinator**” means the Participant identified in the pre-ambule who, in addition to its obligations as a Participant, is the central contact point for the Stichting LSH-TKI and is obliged to coordinate the receipt and distribution of the PPP Allowance as well as carrying out the specific coordination tasks provided in the Project on behalf of all Participants. The Project Coordinator may be changed or replaced by another Participant in accordance with Article 6 of the Consortium Agreement and the applicable provisions of this PPP Allowance Agreement;
- 1.9. “**PPP Allowance**” means the PPP allowance under the TKI-programme Life Sciences & Health allocated by the Stichting LSH-TKI to the Project, in accordance with this PPP Allowance Agreement and the PPP Allowance Regulation;
- 1.10. “**PPP Allowance Regulation**” means the Dutch regulation of the Minister of Economic Affairs of July 11, 2014, published in the Staatscourant 2014, nr. 20679 including any legislative instruments superseding, amending, or replacing this regulation (‘Regeling nationale EZ-subsidies’) and the corresponding legislation, including but not limited to the Dutch decision of the Minister of Economic Affairs of November 21, 2008 published in the Staatscourant 2008, nr. 499, (‘Kaderbesluit nationale EZ-subsidies’) including any legislative instruments superseding, amending, or replacing this decision.
- 1.11. Conflict. If there is any conflict between the terms of this PPP Allowance Agreement and the Consortium Agreement, this PPP Allowance Agreement will prevail with regard to the PPP Allowance and the obligations of the Participants towards the Stichting LSH-TKI. In any other event, the terms of the Consortium Agreement shall prevail.

Article 2. Grant of the PPP Allowance

- 2.1. Grant of PPP Allowance. Stichting LSH-TKI hereby grants to the Participants collectively a PPP Allowance of maximum € amount in numbers (written amount), subject to the conditions set out in the PPP Allowance Regulation and this PPP Allowance Agreement.

The PPP Allowance is an estimate and the final amount of PPP Allowance that will be allocated to the Project by the Stichting LSH-TKI is dependent on the extent to which the Project has been actually implemented. Stichting LSH-TKI shall calculate the final amount after the Completion Date in accordance with the applicable Dutch law, and the PPP Allowance Regulation in particular.



Parties acknowledge that the PPP Allowance constitutes state aid and is justified by applying the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.

In the event that the PPP Allowance falls outside the scope of the Commission Regulation and/or is considered incompatible and/or illegal, the Stichting TKI-LSH shall have the right to immediately upon written notice recover from each of the Participants the total PPP Allowance paid in relation to the Project, including interest and fines, if applicable.

- 2.2. Amendment of the PPP Allowance Agreement by Stichting LSH-TKI. Parties acknowledge that the PPP Allowance is in the first place made available by the Minister of Economic Affairs and Climate Policy for the purpose of granting such PPP Allowance to projects under the TKI-programme Life Sciences & Health by the Stichting LSH-TKI. As a consequence, Parties agree that the Stichting LSH-TKI shall have the right to amend this PPP Allowance Agreement, in its sole discretion, in accordance with any decision of the Minister of Economic Affairs and Climate Policy applicable to the PPP Allowance, including but not limited to the suspension, reduction or withdrawal thereof.

- 2.3. Changes to the Project Application and/or Budget. Parties acknowledge that the Project Application and/or the Budget and/or the Consortium Agreement may change as result of the experimental nature of the Project.

Any changes to the Project Application and/or the Budget shall require prior written consent by the Project Committee (as defined in the Consortium Agreement) as well as the Stichting LSH-TKI.

A change to the Project Application and/or the Budget that affects the cost estimate for the Project cannot result in an increase of the PPP Allowance as granted to the Participants under Section 2.1 above. At the request of the Project Coordinator, the Stichting LSH-TKI may, at its sole discretion, grant additional PPP Allowance pursuant to a PPP Allowance application based on the adjusted Budget and/or Project Application.

- 2.4. Use of the PPP Allowance. The Participants agree to use the PPP Allowance solely for the purpose of the implementation of the Project in accordance with the Project Application, the Budget, the Consortium Agreement and all applicable Dutch law, including in particular the PPP Allowance Regulation, and the conditions of this PPP Allowance Agreement.

Article 3. The Project

- 3.1. Duration of the Project. The Project shall start on [date] and shall end on [date] (x months).
- 3.2. Extension of Project duration. At the request of the Project Coordinator, the Stichting LSH-TKI may, at its sole discretion, grant the Participants an extension of the duration of the Project. The duration of the Project will not be extended by more than the maximum 5 (five) year term that applies to the TKI funds received by the Stichting LSH-TKI, to which funds the PPP Allowance for this Project is part. A request to extend the Project duration is required to be received by Stichting LSH-TKI at least 3 (three) months before the end of the duration of the Project.

Article 4. Communication and Management

- 4.1. Project Coordinator. The Project Coordinator shall represent the Participants in all communication with Stichting LSH-TKI, except as otherwise provided in this PPP Allowance Agreement. The Project Coordinator shall be appointed by the Participants in accordance with Section 6.7 of the Consortium Agreement and, if applicable, changed or replaced in accordance with Section 6.5, 6.6 and 6.9 of the Consortium Agreement.
- 4.2. Project Committee. Pursuant to Section 6.1 of the Consortium Agreement, a Project Committee consisting of representatives of all Participants including the Project Coordinator is incorporated on the effective date of the Consortium Agreement.



The Project Committee shall convene every 12 (twelve) months and once after providing the final report to Stichting LSH-TKI by teleconference, video-conference or any other technology to discuss the implementation of the Project. The Project Coordinator shall inform Stichting LSH-TKI of such meetings in writing at least 30 (thirty) calendar days before the day of the meeting, to allow Stichting LSH-TKI or representative to participate in the meeting.

In the event that a Project runs 18 (eighteen) months or more, the Project Coordinator shall schedule a mid-term meeting and final meeting with Stichting LSH-TKI to allow Stichting LSH-TKI and a representative of the evaluation committee to participate in the meeting.

In the event that a Project runs 18 (eighteen) months or less, the Project Coordinator shall schedule a final meeting with Stichting LSH-TKI to allow Stichting LSH-TKI and a representative of the evaluation committee to participate in the meeting.

Minutes of the meetings of the Project Committee will be made by the chair of the meeting and shall be provided to each Participant and the Stichting LSH-TKI within 14 (fourteen) calendar days after each meeting.

Article 5. Obligations of the Project Coordinator and Participants

- 5.1. Reporting. The Participants shall be responsible for, and the Project Coordinator shall provide Stichting LSH-TKI:
- i. within 6 (six) weeks after the start of each project year, with a periodic report including a description of the work carried out by the Participants, an overview of the progress of the Project and explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and work that was actually carried out. Such report shall not be required for the first project year and in the event that a Project runs 18 (eighteen) months or less, only the final report is required.
 - ii. within 8 (eight) weeks upon completion of the Project, an integrated final report providing an overview of the progress and results of the entire Project and a specific update on those parts of the Project that have been performed by use of the PPP Allowance.

In addition to the foregoing, each Participant that has received and used an amount of PPP Allowance higher than € 125,000 (one-hundred twenty-five thousand) shall, within 8 (eight) weeks upon Completion of the Project, perform a final audit of the Project costs and provide Stichting LSH-TKI with an audit certificate prepared and certified by an independent auditor. For the avoidance of doubt, the PPP Allowance may not be used to cover audit costs.

- 5.2. English language. All reports (regular and financial reports, including financial statements) must be submitted in the English language.
- 5.3. Account of contributions. The Project Coordinator shall keep accounts of the contributions that are paid by each Participant and Stichting LSH-TKI and any contributions that have been made in kind for the purpose of the Project.
- 5.4. Accounts of other cost. The Project Coordinator shall further keep accounts of any and all cost (as defined in the PPP Allowance Regulation) made by each Participant for the purpose of the Project. The accounts shall ensure the transparency and traceability of the costs.
- 5.5. Project management. The Project Coordinator shall initiate and enforce adequate management of the Project. The Project Coordinator may choose to delegate management tasks to a professional (third) party, provided that all Participants agree herewith and are willing to bear the (extra) costs if applicable. The PPP Allowance may not be used for such costs or any other overhead costs.
- 5.6. Information obligations. The Project Coordinator shall be responsible for informing Stichting LSH-TKI with regard to: (i) any actions by Participant(s) in respect of the results following from the Project outside the scope of the Consortium Agreement (such as unauthorized publication and/or transfer), and (ii) any events affecting or delaying the work under the Project.



- 5.7. Authorization Project Coordinator. The Participants hereby authorize the Project Coordinator to conduct all communication and correspondence with Stichting LSH-TKI concerning this Project on their behalf.
- 5.8. Participant's obligations. Each Participant undertakes reasonable endeavours to perform and fulfil, promptly, actively and on time, all of its obligations with respect to the Project under this PPP Allowance Agreement in accordance with the applicable Dutch law, and in particular the PPP Allowance Regulation.

The Participants are jointly and severally liable towards Stichting LSH-TKI for the implementation of the Project. If a Participant fails to perform the work allocated to it under the Project, the other Participants shall reasonably endeavour to perform or have performed this work under the Project (without being entitled to any additional PPP Allowance for doing so), unless the Stichting LSH-TKI expressly agrees to waive this obligation.

- 5.9. Time registration and reporting. Each Participant agrees to keep an accurate and up-to-date time registration in respect of the work performed under or in connection with the Project. Following this obligation, each Participant shall provide to the Project Coordinator an annual progress report of the work performed under the Project and its financial contribution or contribution in kind to the Project in order to allow the Project Coordinator to provide Stichting LSH-TKI with the reports required in accordance with Section 5.1. In case the Project runs 18 (eighteen) months or less, only a final report is required.
- 5.10. Communication Guidelines. Any communications by a Participant relating to the Project, the PPP Allowance or otherwise pursuant to this PPP Allowance Agreement shall be subject to the guidelines set out in the applicable communication guidelines that can be accessed via <https://www.health-holland.com/guidelines>. The communication guidelines will be updated yearly by Stichting LSH-TKI.

Communications shall include, but shall not be limited to, publications (including as referred to in Section 5.11), press releases, promotion materials, events, websites and social media.

- 5.11. Open access publications. Each Participant must ensure open access (free of charge, online access for any user) to all scientific publications relating to its results under the Project. In particular, the Participants shall ensure open access to the deposited publication at the latest: (i) on publication, if an electronic version is available for free via the publisher, or (ii) within six months of publication in any other case.

Unless Stichting LSH-TKI requests or agrees otherwise, or unless it is impossible, any dissemination of results of the Project (in any form, including electronic) must include the following text:

"The collaboration project is co-funded by the PPP Allowance made available by Health~Holland, Top Sector Life Sciences & Health to stimulate public-private partnerships".

Any dissemination of results of the Project must indicate that it reflects only the author's view and that Stichting LSH-TKI or the Ministry of Economic Affairs and Climate Policy is not responsible for any use that may be made of the information it contains.

- 5.12. Control data. The Participants agree to cooperate to produce and upon request deliver data for controls, audits and communication purposes during and up to 5 (five) years after termination of the Project.

Article 6. Rights and Obligations of Stichting LSH-TKI

- 6.1. Project Evaluation. During the Project and after the Completion Date, Stichting LSH-TKI shall evaluate the performance of the Project, particularly (i) if the work performed by the Participants under the Project is conform the Project Application and the PPP Allowance Regulation, and (ii) if the use of the PPP Allowance is conform the progress made under the Project and in accordance with the Budget.



- 6.2. In the event that the Stichting LSH-TKI concludes that the work performed by the Participants is not conform the applicable requirements, the Stichting LSH-TKI may suspend or reduce the payments of the PPP Allowance in accordance with Section 8.3 below.
- 6.3. Recordkeeping. Participants acknowledge and agree that Stichting LSH-TKI shall keep records on the use of the PPP Allowance and the progress of the Project and the results generated under the Project with the use of the PPP Allowance. Stichting LSH-TKI shall provide the Netherlands Enterprise Agency with an annual report including such information and a final report regarding the use of the PPP Allowance under the Project.
- 6.4. Publication. Participants acknowledge and agree that Stichting LSH-TKI may use and publish: (i) the Project title, (ii) the summary of the Project as set out in Annex 1, (iii) the amount of PPP Allowance and public contributions allocated to the Project, (iv) the communications referred to in Section 5.10 and the publications referred to in Section 5.11, and (v) all other information and results that the Participants or the Project Coordinator have designated public information. Furthermore, Stichting LSH-TKI may use aggregated and anonymized Project monitoring data for the purpose of communication to the general audience of achievements made by Stichting LSH-TKI.
- Each Participant represents and warrants to Stichting LSH-TKI that the use of the information set out in this Section 6.3 will not infringe the rights of third parties. Participant agrees to provide such information within 14 (fourteen) calendar days upon first request by Stichting LSH-TKI.
- 6.5. Information obligation. Stichting LSH-TKI shall promptly inform the Project Coordinator in case of a decision by the Minister of Economic Affairs and Climate Policy that may affect the Project and/or the calculation and determination of the final amount of PPP Allowance.

Article 7. Payment of contributions and the PPP Allowance

- 7.1. Contributions to the Project by Participants. Each of the Participants shall contribute to the Project, as follows:
- i. **Industrial Partner 1** shall contribute € xxx in cash (to be paid via the Project Coordinator to **Research Organisation 1/2/...**). Of this amount, € xxx shall be paid in 20.., € xxx in 20.., € xxx in 20.. and € xxx in 20..
Industrial Partner 1's contribution in kind shall represent a value of € yyy.
Industrial Partner 2 shall contribute € xxx in cash (to be paid via the Project Coordinator to **Research Organisation 1/2/...**). Of this amount, € xxx shall be paid in 20.., € xxx in 20.., € xxx in 20.. and € xxx in 20..
Industrial Partner 2's contribution in kind shall represent a value of € yyy.
 - ii. **Research Organisation 1** shall contribute € xxx in cash. Of this amount, € xxx shall be paid in 20.., € xxx in 20.., € xxx 20.. and € xxx in 20..
Research Organisation 1's contribution in kind shall represent a value of € yyy.
Research Organisation 2 shall contribute € xxx in cash. Of this amount, € xxx shall be paid in 20.., € xxx in 20.., € xxx 20.. and € xxx in 20..
Research Organisation 2's contribution in kind shall represent a value of € yyy.
 - iii. **Organisation A** shall contribute € xxx in cash (to be paid to the Project Coordinator). Of this amount, € xxx shall be paid in 20.., € xxx in 20.., € xxx 20.. and € xxx in 20..
Organisation B shall contribute € xxx in cash (to be paid to the Project Coordinator). Of this amount, € xxx shall be paid in 20.., € xxx in 20.., € xxx in 20.., and € xxx in 20..
- 7.2. PPP Allowance for the Project. Subject to the rights of Stichting LSH-TKI set out in this PPP Allowance Agreement, the Stichting LSH-TKI shall pay the PPP Allowance (€ xx) in two tranches:
- i. 80% (eighty percent) of the PPP Allowance shall be paid in instalments (€ x in 20xx, € x in 20xx, € x in 20xx and € x in 20xx) in accordance with the Budget and shall be



available as a cash advanced based on the cost estimated in the Budget and paid for the Project; and

- ii. the other 20% (twenty percent) (€ x) shall be paid, if applicable, after the receipt of the final report as referred to in Section 5.1 and the final amount of PPP Allowance has been determined by Stichting LSH-TKI in accordance with Section 2.1.

Stichting LSH-TKI shall only pay such PPP Allowance if the PPP Allowance Agreement is timely signed by the authorized representative(s) of each Participant.

7.3. Payment to Project Coordinator. Stichting LSH-TKI and the Participants shall pay their contribution to the Project Coordinator before the applicable date set out in the Budget. The Project Coordinator shall ensure a timely distribution of the funds to each of the Participants, unless otherwise agreed between the Participants in the Consortium Agreement.

7.4. Payment Details. The PPP Allowance shall be paid into the bank account of the Project Coordinator using the following bank account details:

Name of bank: [...]

Full name of the account holder: [...]

IBAN code: [...]

Payment reference: [...]

7.5. Voluntary Withdrawal Project Coordinator. In the event that the Project Coordinator decides to voluntarily withdraw from the Project, or withdraws after a decision in that respect by the other Participants following the Consortium Agreement, Participants shall promptly inform Stichting LSH-TKI thereof in writing. Stichting LSH-TKI shall be entitled to discontinue further payments at its sole discretion until a new Project Coordinator has been appointed by the other Participants and such appointment has been approved in writing by Stichting LSH-TKI and Article 8 and 9 shall apply accordingly.

Article 8. Liability and Consequences of Non-compliance

8.1. No liability Stichting LSH-TKI. Stichting LSH-TKI cannot be held liable for any damages caused to the Participants or third parties pursuant to (i) Stichting LSH-TKI providing the PPP Allowance under this PPP Allowance Agreement, (ii) the use of the PPP Allowance by the Participants, (iii) the implementation of the Project by the Participants and/or (iv) the use of any results of the Project.

8.2. Compensation for damages Stichting LSH-TKI. The Participants shall compensate, jointly and severally, Stichting LSH-TKI for any damages (but excluding any indirect or consequential damages) it sustains as a result of (i) the use of the PPP Allowance by the Participants, (ii) the implementation of the Project by the Participants and/or (iii) the use of any results of the Project, except if such damages result from Force Majeure.

Save for gross negligence or wilful misconduct by the Participant(s), the compensation obligation of each Participant to Stichting LSH-TKI under this Section 8.2, shall be limited to once the amount of PPP Allowance set out in Section 2.1. above.

8.3. Suspension or reduction of PPP Allowance. Stichting LSH-TKI may decide to suspend or reduce payments under the PPP Allowance in the event that:

- i. a Participant has committed substantial errors, irregularities or fraud;
- ii. a Participant has committed substantial breach of the obligations under the Agreement (including non-conform use of the PPP Allowance under the Project or the Budget, non-conformities, systemic or recurrent errors in the work under the Project, submission of false information, failure to provide required information, breach of ethical principles);
- iii. the Project is delayed due to a cause attributable to one or more of the Participants;



- iv. the reports referred to under Section 5.1 are not provided to Stichting LSH-TKI within the applicable timeframe and/or are not sufficiently substantiated.
- 8.4. The duration of the suspension and/or the amount of the reduction of the PPP Allowance as referred to under Section 8.3 shall be proportionate to the seriousness of the errors, irregularities, fraud or breach of obligations, delay or non-conformity. Before suspension or reduction of the PPP Allowance the Stichting LSH-TKI will formally notify the Project Coordinator and the Participant(s) concerned in writing:
- i. to inform them of the intention of Stichting LSH-TKI to suspend or reduce the PPP Allowance, the period with which Stichting LSH-TKI intends to suspend or the amount it intends to reduce the PPP Allowance and the reasons why; and
 - ii. inviting them to submit observations within 30 (thirty) calendar days of receiving notification. If Stichting LSH-TKI does not receive any observations or decides to pursue suspension or reduction despite the observations it has received, it will formally notify the Project Coordinator and the Participant(s).
- 8.5. Calculation final amount PPP Allowance. For the avoidance of doubt, the right of Stichting LSH-TKI to suspend or reduce the PPP Allowance is without prejudice to the calculation and determination of the final amount of PPP Allowance as referred to in Section 2.1.

Article 9. Term and Termination

- 9.1. Term. This PPP Allowance Agreement shall enter into force on the Effective Date and shall remain into effect until the earlier of (i) the Completion Date or (ii) termination of this PPP Allowance Agreement in accordance with this Article 9.
- 9.2. Termination participation Participant by the Stichting LSH-TKI. Stichting LSH-TKI will have the right to terminate this PPP Allowance Agreement with respect to one or more Participants, as applicable with immediate effect on written notice to the particular Participant(s) and the Project Coordinator, in the event of a breach of a Participant under this PPP Allowance Agreement which breach the breaching Participant has failed to remedy (if capable of remedy) within thirty (30) calendar days of being given written notice thereof by Stichting LSH-TKI. In the event that a Participant has been declared a Defaulting Party in accordance with Sections 3.5 and 6.5 of the Consortium Agreement, this Section 9.2 shall apply similarly and such breach shall be deemed not capable of remedy.
- 9.3. Termination of the PPP Allowance Agreement by the Stichting LSH-TKI. Stichting LSH-TKI will have the right to terminate this PPP Allowance Agreement:
- i. with immediate effect on written notice to the Project Coordinator in the event that the Minister of Economic Affairs and Climate Policy withdraws the PPP Allowance in part or in whole, or if the Project no longer satisfies the legal conditions to receive PPP Allowance (including state aid);
 - ii. with immediate effect on written notice to the Project Coordinator if obstacles of such a nature have arisen that in the Stichting LSH-TKI's reasonable judgement continuation of the Project activities will not lead to the intended results. Such obstacles include, but shall not be limited to, the termination of the participation of a Participant or a Participant leaving voluntarily;
 - iii. with immediate effect on written notice to the particular Participant and the Project Coordinator, in the event that a Participant becomes insolvent or makes any arrangement with its creditors or has a receiver or administrator appointed to the whole or any part of its assets or if an order shall be made or a resolution passed for its winding up, unless such order is part of a scheme for its reconstruction.
- 9.4. Termination by Participant(s). Participants will have the right to terminate this PPP Allowance Agreement with immediate effect on written notice if, cumulatively, (i) Stichting LSH-TKI has



not paid all or part of the PPP Allowance in accordance with the dates set out in the Budget and (ii) no suspension, reduction or withdrawal applies and (iii) Stichting LSH-TKI has failed to pay such amount within thirty (30) calendar days of being given written notice thereof by the Project Coordinator.

9.5. Consequences of termination.

9.5.1. *Termination by Stichting LSH-TKI pursuant to Section 9.2.* In the event that Stichting LSH-TKI terminates the PPP Allowance Agreement for a particular Participant or Participants in accordance with Section 9.2, the Stichting LSH-TKI may suspend or reduce the amount of PPP Allowance in accordance with Sections 8.3 – 8.5.

Furthermore, the Stichting LSH-TKI may require the Participant(s) for whom the PPP Allowance Agreement is terminated, to repay all or part of the PPP Allowance allocated and paid to such Participant(s) in accordance with the Budget, at the first request of Stichting LSH-TKI. If such PPP Allowance is paid by the Stichting LSH-TKI to the Project Coordinator but not distributed to the Participant, the Project Coordinator shall repay such PPP Allowance to Stichting LSH-TKI, including interest. If Stichting LSH-TKI requires repayment, such obligation shall be stated in the written notice referred to in Section 9.2.

9.5.2. *Termination by Stichting LSH-TKI pursuant to Section 9.3.* In the event that Stichting LSH-TKI terminates the PPP Allowance Agreement in accordance with Section 9.3, the Stichting LSH-TKI may suspend or reduce the amount of PPP Allowance in accordance with Sections 8.3 – 8.5. All Participants shall repay all PPP Allowance received but not used in accordance with the Project Application and the Budget until the day of termination, at the first request of Stichting LSH-TKI.

9.5.3. *Termination by Participant(s) pursuant to Section 9.4.* In the event of termination by the Participants pursuant to Section 9.4, the Participants will have the right to receive the PPP Allowance granted to them for the work performed under the Project in accordance with the allocation set out in the Budget. Such amount shall be paid by Stichting LSH-TKI subject to Section 2.1.

9.6. Voluntary withdrawal by Participant. In the event that a Participant voluntarily withdraws from the Project, such Participant shall repay all PPP Allowance received until the day of termination, within 30 (thirty) calendar days of the effective date of termination. If such PPP Allowance is paid by the Stichting LSH-TKI to the Project Coordinator but not allocated to the Participant, the Project Coordinator shall repay such PPP Allowance to Stichting LSH-TKI.

9.7. Survival. The following Sections 2.1, 6.3, 7.5, 9.5 – 9.7, and Articles 5, 8, 10 and 11 shall survive termination of this PPP Allowance Agreement. Termination of this PPP Allowance Agreement will be without prejudice to the accrued rights and obligations of the Parties under this PPP Allowance Agreement prior to the effective date of termination.

Article 10. **Governing Law and Dispute Resolution**

10.1. Governing Law. This Agreement is governed by, and is to be construed exclusively in accordance with the laws of the Netherlands without regard to the conflict of laws provisions thereof.

10.2. Dispute Resolution. In the event of any disputes arising out of or in connection with this Agreement, including disputes concerning the existence and validity thereof, the Parties shall first make reasonable efforts to settle the dispute between themselves. Any legal actions or proceedings arising out of this Agreement which cannot be settled by the Parties' good faith efforts and shall be brought exclusively to the court of The Hague, the Netherlands.

Article 11. **Miscellaneous**



11.1. Confidentiality. The Parties undertake to preserve the confidentiality of any information communicated between the Stichting LSH-TKI and the Participants in relation to the execution of the Project which has been identified by the disclosing Participant or Stichting LSH-TKI as confidential or which in all reasonableness must have understood by Stichting LSH-TKI or the Participants to be confidential.

11.2. Notifications. All notifications under this PPP Allowance Agreement shall be send by registered letter or by email with confirmation receipt, to the following addresses:

Stichting LSH-TKI

Wilhelmina van Pruisenweg 104

2595 AN The Hague

Email: tki@health-holland.com

Project Coordinator

[Research organisation/ Industrial Partner]

Attn. [...]

[address]

Email: [...]

11.3. Amendment. Except by Stichting LSH-TKI pursuant to Section 2.2, any amendment to this PPP Allowance Agreement shall not be binding on any Party unless reduced in writing and signed by all Parties.



Signatures

Stichting Life Sciences Health – TKI

Operations Director: drs. E. Nagel

Place: The Hague Date:

Signature:

Name of Research Organisation: ...

Name:

Title:

Place: Date:

Signature:

Name of Industrial Partner: ...

Name:

Title:

Place: Date:

Signature:

Name of Organisation: ...

Name:

Title:

Place: Date:

Signature:

[Note: Add/remove parties & contributions as applicable]



Health~Holland
SHARED CHALLENGES, SMART SOLUTIONS

Annex 1
Project Application



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SHARED CHALLENGES, SMART SOLUTIONS

Annex 2
Budget



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Annex 3
Consortium Agreement