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General Conditions STW

Valid from: 1 December 2015
Version: 19 February 2016

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General Conditions - STW

Article 1

Definitions

For the purpose of these general conditions, the following definitions will apply:

1. *Background knowledge*: all inventions, outcomes, materials, methods, processes, products, programmes, software, findings or discoveries that have been generated prior to or independent of a *project* and are necessary for the *project* or for the utilisation of the *results*. This includes any intellectual property rights to that *background knowledge*.
2. *Beneficiary*: a legal entity that receives *funding* from *STW*.
3. *Call*: call for proposals.
4. *Co-funding*: a contribution in cash or in kind, pledged to the *project* in writing and unconditionally by a *user*.
5. *Continuation application*: the *project leader's* request to *STW* to allocate the funds reserved for continuation at the time of the award.
6. *Funding*: a financial contribution from *STW* to the costs of a *project*.
7. *Funding agreement*: the agreement of the *beneficiary/project leader* with the *general and specific conditions*.
8. *General conditions*: the present terms and conditions that *STW* imposes upon *beneficiaries* and *users*.
9. *Grant decision*: *STW's* decision to award the (un)conditional *funding*.
10. *Invention disclosure form*: collection of information about an invention used as a basis for determining the patentability and *utilisation* of the invention.
11. *Investments*: durable goods on which economic value is depreciated.
12. *Know-how*: a package of non-patented practical information, resulting from experience and testing, which is: not public, that is to say, not generally known or easily accessible, substantial, that is to say, significant and useful for the production of the contract products, and identified, that is to say, described in a sufficiently comprehensive manner so as to make it possible to verify that it fulfils the criteria of secrecy and substantiality.
13. *Market price*: a price that, according to the prevailing Framework for State aid for Research, Development and Innovation is not state aid.
14. *Material*: consumables, materials, small instruments and aids which have no residual economic value after use, domestic travel, *project-specific* training courses and conference posters.
15. *Option*: the right - to be exercised within three (3) months of the submission of a written notification of a *result* - to acquire title to or a licence for that *result* against a *market price*.
16. *Party*: a *user*, a *beneficiary*, or *STW*.
17. *PIF*: personnel information form.
18. *Project*: research for which *funding* has been awarded by *STW*.
19. *Project leader*: the person with ultimate responsibility for the content and realisation of a *project* as referred to in the *project plan*.
20. *Project plan*: the description of the *project*.
21. *Publication*: the disclosure of *results* by any means, except for disclosure resulting from patents or patent applications on *results*.

22. *Results*: all inventions, *results*, materials, methods, processes, products, programmes, software, findings or discoveries generated within a *project*, and the intellectual property rights thereto and *know-how*.
23. *Specific conditions*: conditions applied by STW in relation to the *funding*, in addition to these *general conditions*.
24. *Starting date*: the date on which the *project leader* makes an initial expenditure from allocated *funding* or the date of the first appointment of personnel.
25. *Statement*: financial status of the *project* at any given time.
26. *STW*: abbreviation for 'Stichting voor de Technische Wetenschappen' (registered name) or 'Technologiestichting STW' or 'Technology Foundation STW'.
27. *Sub-project leader*: the person who is ultimately responsible for the content and execution of part of a *project*. The obligations stated in these *general conditions* for a *project leader* also apply to the *sub-project leader* unless explicitly stated otherwise.
28. *Termination date*: the date on which the last temporary personnel appointment (funded by STW) to the *project* ends.
29. *Third party*: a natural person or legal entity other than STW, *users* or *beneficiaries*.
30. *Users*: natural persons or legal persons who are able to apply the *results* of the *project* and are members of the *user committee*.
31. *User committee*: a committee set up by STW consisting of *users*, the *project leader*, *sub-project leaders*, researchers appointed temporarily to the *project*, other researchers and an STW representative.
32. *Utilisation*: the set of activities aimed at maximising the possibility of *results* actually being applied.

Part 1 - Execution of the project and reporting

Article 2

General obligations of the *beneficiary* and the *project leader*

Execution of the project

1. The *beneficiary* ensures that the *project leader* complies with all obligations imposed on the *project leader* in these *general conditions* and by the *specific conditions*. The *beneficiary* ensures that the *funding* is used appropriately for the purposes for which it is awarded.
2. The *beneficiary* provides the infrastructure, facilities and supervision necessary for the *project*.
3. The *project leader* conducts the *project* in accordance with the *project plan*, reporting and publishing to the best of his or her knowledge and ability in accordance with what may be expected of him or her in terms of ethical and honourable conduct, in accordance with the criteria and standards applicable to scientific and/or technological research, and in accordance with the nationally and internationally accepted standards for scientific conduct as stated in the *Netherlands Code of Conduct for Scientific Practice* (Association of Universities in the Netherlands). The *project leader* and the *beneficiary* are responsible for the selection and appointment of personnel with appropriate qualifications. If a suspicion arises that the aforementioned standards are being violated in the context of the implementation of research funded wholly or partly by STW and/or NWO, the *project leader* must inform STW and/or NWO of this immediately, providing STW and/or NWO with all the documentation relevant to the matter.
4. The *project leader* conducts the *project* as of the *starting date* and completes the *project* within six years after the *starting date*. A *project* may commence when the *specific conditions* have been fulfilled and the *funding agreement*, signed by the *beneficiary* and the *project leader*, has been received by STW. The *starting date* will be within twelve months of the date of the *grant decision*, unless STW gives written permission for a later *starting date*.
5. If the *project* is conducted by more than one *beneficiary*, the *project leader* designates a *sub-project leader* for each *beneficiary* at the start of the *project*. The *beneficiaries* are jointly and severally responsible for the execution of the entire *project*.
6. In the execution of the *project*, all *parties* will comply with all applicable legislation and will behave in an ethically acceptable manner as expected in scientific and/or technological research.
7. In the procurement of *investments* for the *project*, the *beneficiary* will comply with the public procurement rules as contained in the 'Decree on Procurement Rules for Public Contracts' [Besluit Aanbestedingsregels voor Overheidsopdrachten]. *Investments* funded by STW remain the property of STW.
8. The *project leader* informs STW immediately if new information emerges which is relevant to the *project*, the execution of the *project*, or to the *utilisation* of the *results* during the *project* and after its *termination date*.
9. If and insofar as the funded activities may have adverse consequences for third parties - in the case of clinical research, for example - the *beneficiary* must take out adequate insurance against the risks of related claims and must indemnify STW and NWO against any liability in this regard.
10. The *project leader* will make every effort and, where this may be expected, take all necessary precautions to ensure that the funded activities and/or the *results* subsequently generated do not or could not contribute to terrorist activities, the violation of human rights, or to activities which do not shun the use of illicit resources. In addition, funded activities and/or the *results* thereof may not

be in conflict with any statutory provision or any code of conduct generally recognised and in use within the discipline concerned.

Article 3

Reporting of project results

1. The *project leader* reports in writing on the progress of the *project* at least two weeks before a *user committee* meeting. The *project leader* sends this report to *STW*. The *project leader* reports at least on the aim of the research, the work plan, milestone planning, *results*, *utilisation*, cooperation and contacts with *users*, conferences and *publications*. A financial résumé is also added, together with a detailed statement of the in-kind *co-funding* provided to date. The *project leader* is responsible for ensuring that the *results* are presented during the *user committee* meeting.
2. The *project leader* submits a *continuation application* to *STW* within twenty-four (24) months after the *starting date*. In the *continuation application* the *project leader* describes the progress, work plan/milestone planning, anticipated *results*, (additional) input from *users*, options for protecting the *results*, options for commercialising *results* and the necessity of the remaining *funding* in order to carry out the *project plan*. *STW* may impose further conditions regarding the content of the *continuation application*.
3. *STW* submits the *continuation application* to the *users* in the *user committee*. *STW* asks the *users* to give a reasoned opinion (in writing or during the *user committee* meeting) on the continuation of the *project*. On the basis of the *continuation application* and the opinion of the *users*, *STW* takes a decision on the continuation of the *project*.
4. Within two months of the *termination date*, the *project leader* sends to *STW* the completed final forms provided by *STW* to *STW*.

Part 2 – User committee, confidentiality & Publication

Article 4

User Committee

Formation of the user committee

1. In consultation with the *project leader*, and on the basis of the users specified in the project plan, *STW* sets up a *user committee*.
The *project leader* chairs the *user committee* and a representative of *STW* acts as its secretary.
2. The *user committee* meets at least once a year at a location to be determined by *STW*. With the permission of *STW*, the *user committee* may meet less frequently.

Task of the User Committee

3. The task of the *users* in the *user committee* is to advise the *project leader* on the direction of the *project* so as to maximise the possibility that the *results* are applied by the *users* or by *third parties*.
4. The *users* will inform the *project leader* and/or *STW* of all remarks, comments, questions and advice, whether solicited or unsolicited.
5. The *users* will provide the secretary with any information he requested and further whenever a *user*:
 - wishes to bring remarks, comments, questions and advice to the notice of the other *users* and wishes to know their opinion thereon;
 - deems a discussion with the entire *user committee* desirable;
 - wishes to initiate recommendations on behalf of the entire *user committee*;
 - foresees opportunities for patent applications, licence agreements and research contracts.

Joining or withdrawing from the user committee

6. Once a user committee has been formed, new users can be added to the committee during the lifecycle of the project. The users will be asked to give a reasoned opinion (either in writing or during a user committee meeting) on any further application for admission to the user committee. *STW* will then take a decision on the basis of the application, the advice given by the sitting users, the role they play in the research and the level of their contributions. The guiding principle will be to ensure that the composition of the user committee maximises the likelihood of the results being applied and that the interchange of ideas, including confidential information, remains possible.
7. Mindful of the advice given by users, *STW* can impose additional conditions in regard to the project - such as the provision of co-funding - on would-be members.
8. *Users* can withdraw from the *user committee* after informing *STW* in writing of their intention to do so.

Article 5

Confidentiality

1. During the *project* all *parties* shall maintain confidentiality regarding the *results* and shall not disclose these to third *parties*. This confidentiality requirement does not apply to:
 - *results* which are disclosed in a *publication* in accordance with this Article 6;

- *results* which are disclosed as a result of the formalities for the protection of *results*;
- reporting of *results* to the *user committee*;
- *results* which must be disclosed pursuant to a decision of a Court or a body governed by public law, on the condition that the recipient notifies the provider in writing about such disclosure.

The beneficiary ensures that adequate confidentiality is guaranteed in the appointment of personnel working on the project.

For users, this duty of confidentiality continues until five (5) years after the end of the project.

Article 6

Publication

1. Irrespective of other publication options, the *results* of research funded from STW resources should be made accessible via Open Access as soon as such results are published. 'Accessible via Open Access' should be taken to mean: freely accessible to everyone, with no embargo period, as set out in NWO's Open Access policy which is published on the NWO website. Copyrights may only be transferred to a *third party* insofar as this does not make it impossible to publish via Open Access.
2. The *project leader* submits a proposed *publication* to STW at least thirty days before its intended disclosure.
3. STW then submits the *publication* to the *users* in the *users committee*, asking them to inform STW within 30 days whether, in their opinion, the *publication* contains a patentable invention and/or whether there are utilisation opportunities.
4. Within thirty days after the *publication* has been submitted to STW, STW informs the *project leader* in writing whether there are any objections to the *publication*. If no objections have been raised before that deadline, the *project leader* may disclose the *publication*. STW may decide to suspend the *publication* for up to nine months if any objections are raised. STW takes this decision following consultation with the *project leader*.
5. The *project leader* ensures that every scientific *publication* contains the following declaration to indicate that the *results* were achieved with financial support from STW, stating the project number:
 "This research is supported by the Dutch Technology Foundation STW, which is part of the Netherlands Organisation for Scientific Research (NWO), and which is partly funded by Ministry of Economic Affairs." and, for Dutch *publications*:
 "Dit onderzoek is medegefinancierd door Technologiestichting STW, die onderdeel is van de Nederlandse Organisatie voor Wetenschappelijk Onderzoek (NWO) en deels gefinancierd wordt door het Ministerie van Economische Zaken."
 The *project leader* also ensures that *publications*, including scientific posters and prototypes, contain the STW logo whenever possible.
6. For the purposes of reporting to the government and society, STW may publish summaries of the *project* following consultation with the *project leader*. The *project leader* cooperates in this respect, even after the end of the *project*.
7. During the term of the *project*, and for a further five (5) years after its completion, all parties shall maintain the confidentiality of any information from or about another party which has come to their knowledge during the execution of the *project* and in respect of which they have been expressly informed about the need for confidentiality; furthermore, they shall refrain from disclosing any

such knowledge to third parties. This confidentiality requirement does not apply to information whereby the receiving *party* can demonstrate that:

- (a) the information was already in the rightful possession of the receiving *party* before it was received in the context of the project;
- (b) the information was developed independently by one of the *parties*;
- (c) after receipt, the information became common knowledge for reasons other than a wrongful or unlawful act or omission on the part of the receiving *party*;
- (d) the information was lawfully received by the receiving *party* from a third party;
- (e) the information had to be disclosed pursuant to a decision of a Court.

Part 3 - Intellectual property rights and publication

!!! The *user(s)* and the *beneficiary/beneficiaries* can make their own reciprocal arrangements to deviate from the provisions of Part 3 of these *General Conditions*; any such arrangements must be made in writing. *The conditions that STW imposes on such arrangements can be found in the 'Guidelines for funding' that apply to the research programme in question. !!!*

Article 7

Property rights and protection of results

1. The *party* that contributes *background knowledge* to the *project* retains title to such *background knowledge*.
2. *Results* that are capable of being protected by intellectual property rights are owned jointly by STW and the *beneficiary*. The provisions of Article 8.8 will apply in the event that a *user* is co-inventor.
If *results* are generated by two or more *beneficiaries* together, and the contributions of each of these *beneficiaries* are inseparable, the *results* are owned jointly by STW and the *beneficiaries* concerned.
Any *results* that are generated solely by a *user* or an employee of that *user*, will be owned by the *user* in question.
If employees or other persons working for a *party* are entitled to claim rights to *results*, that *party* shall ensure that it is possible to exercise those rights in a manner compatible with these *general conditions*.
3. The *project leader* informs STW immediately if *results* are generated which are eligible for protection by a patent and completes an *invention disclosure form* to this end. Based on the *invention disclosure form*, STW and the *beneficiary* jointly decide, preferably after consulting the *users*, whether the *results* will be patented and they make more detailed written arrangements in this respect.
4. The *beneficiary/project leader* will lend all necessary support that reasonably may be expected to the process of applying for a patent on *results*, during the *project* and after its *termination date*.
5. If any *party* is of the opinion that there are patentable *results*, that *party*, the *beneficiary* and STW will make further arrangements about a possible patent application on these *results* and about the costs of such an application, before any patent application is filed.
6. If any *party* is of the opinion that there are *results* that should be kept confidential as *know-how*, that *party*, the *beneficiary* and STW will make further arrangements about the confidentiality of such *know-how* under conditions further to be determined. Such arrangements can only be made in the event that the *results* in question are not eligible for *publication*.

Article 8

Assignment of rights to results

1. Use of *background knowledge* for the benefit of the project

The owner of *background knowledge* will grant the *project* the right to use the *background knowledge* for the purposes of and for the duration of the *project* without any charge, provided that the owner is legally entitled to grant such a right. If the *user* is the holder of intellectual property rights and *background knowledge* to those rights, and makes these available to the *project* in the

form of co-funding in kind, that user will be considered to have provided a right to the *beneficiaries* to use the *user's background knowledge* for the purposes of and for the duration of the *project* without any charge, provided that the *user* is legally entitled to grant such a right.

If the *background knowledge* is necessary for the commercial use of the *results*, the owner will grant the other *parties* the right to use the *background knowledge* against a reasonable or fair *market price*; provided that the owner in question is legally entitled to grant such a right and that it would not harm the reasonable commercial interests of the owner.

If a *user* is owner of the *results* in accordance with Article 7.1, Article 8.1 will apply to the *results* mutatis mutandis.

2. Use of results during the project

During the *project*, all *results* may be used by all *users* and all *beneficiaries* for the purpose of the execution of the *project* and for the evaluation of the *results* of the research.

3. Utilisation of results in general

The *beneficiary*, *project leader* and *STW* endeavour to ensure adequate and effective utilisation of the *results* both during and after the *project*. The *beneficiary*, *project leader* and *STW* shall in order to promote the utilisation of the *results*, regularly consult about the process and the content. Principles of the cooperation between the *beneficiary* and *STW* are taking full advantage of mutual expertise and existing capacity in mutual trust and respecting each other's policy.

4. Option when one user contributes more than 10% co-funding

A *user* that contributes more than ten (10) percent of the total value of *funding* and *co-funding* allocated to the *project* has an *option* during the course of the *project* and for up to three months after the end of the *project*.

5. Option when two or more companies together contribute more than 10% co-funding

If two or more *users*, who are themselves not primarily financed by public funds, together contribute more than ten (10) percent of the total value of *funding* and *co-funding* allocated to the *project*, those *users* can jointly claim an *option* under the following conditions:

- The *users* in question will notify *STW* in writing, within six (6) months of the *grant decision*, that they wish to claim an *option* jointly; and
- The *users* will grant written power of attorney to a representative to negotiate and maintain contact with *STW* on their behalf and they will inform *STW* thereof.

6. Option when two or more companies each contribute more than 10% co-funding

If two or more *users* each contribute more than ten (10) percent of the total value of *funding* and *co-funding* allocated to the *project*, they have a choice:

- they can claim the right to an *option* on no more than a semi-exclusive licence; or
- they can each claim the *option* for a different application field.

If the *users* do not inform *STW* – jointly and in writing, within six months of the date of the *grant decision* - of the application fields for which their *options* shall apply, they are only entitled to an *option* on no more than a semi-exclusive licence.

7. Exercising the option; non-exclusive royalty free licence in case of more than 30% co-funding

A *user* must exercise the *option* in writing. Exclusive or non-exclusive rights of use and property rights to *results* are granted to a *user* under the following conditions:

- If the *user* has contributed thirty (30) percent or less of the total value of *funding* and *co-funding* allocated to the *project*, the *user* pays a fair *market price* for use or ownership of the *results*.
- If the *user* has contributed thirty (30) percent or more of the total value of *funding* and *co-funding* allocated to the *project*, that *user* will receive a non-exclusive, royalty-free (NERF) licence to the *results* and will pay a *fair market price* to the *user* for the exclusive use or ownership of the *results*.

This procedure applies by analogy if an *option* is exercised jointly via the representative referred to in Article 8.5.

8. Non-exclusive licence in the case of more than 10% project funding in the form of personnel and co-inventorship

If

- a *user* has contributed in-kind *co-funding* to the *project*, whereby the contribution in the form of personnel is ten (10) percent or more of the total value of *funding* plus *co-funding*, and
- an employee of the *user* is co-inventor of a patent on a *result*,

that *user* will be granted an *option* on a non-exclusive, royalty-free and non-transferable commercial right of use for a maximum of thirty (30) months to that patent.

9. General provisions in respect of licences

The following provisions apply to each licence:

- The licensee undertakes to endeavour to effectively commercialise or apply the *results* and to report on those endeavours;
- The *results* may be used by the *beneficiary* for the purposes of non-commercial research and teaching;
- The licensee indemnifies *STW* and the *beneficiary* against claims from himself and from *third parties* for damage resulting from the use of the *results*;
- If it transpires that the agreements made are not in line with the EU framework for State Aid for Research, Development and Innovation, as applicable at the time the agreement comes into force, the *parties* will negotiate in good faith about alternative arrangements that reflect the original provisions as closely as possible and are in accordance with said framework;
- Patent fees must be paid by the licensee(s); and
- The rules set out in Article 8.9 apply *mutatis mutandis* when a licence is granted to a *third party*.

Article 9

Freedom to operate

1. The *beneficiary/project leader* and *STW* will refrain from entering into any arrangement with a *user* or a *third party* regarding the *results* without prior written permission from each other, such as arrangements:
 - whereby the third party acquires property rights or user rights to results;
 - regarding confidentiality of results;
 - regarding conditions imposed on a *publication*.

2. The *project leader* will refrain from the following for the benefit of the *project* without prior written permission from *STW*:
 - using materials or confidential information from a third party; or
 - commissioning work by a third party which has no employment relationship with the *beneficiary*.
3. *Parties* inform each other immediately if there are indications over the course of the *project* that the *results* are covered by a patent or patent application of the *beneficiary*, a *user* or a *third party*.
4. The *project leader* and the *beneficiary* ensure to the best of their knowledge that the information in the *project plan* with regard to contracts with third *parties* and patents is correct to the best of the *project leader's* knowledge.

Article 10

Confidentiality and publication

1. Article 2.3 (Part 1) - concerning publication - and Articles 4 and 5 (Part 2) - concerning confidentiality and publication - of these General Conditions are also applicable in this Part 3. Parties may depart from the provisions of Article 6.11 and 6.12 (Part 2) by drawing up a written agreement about deviating from the time periods specified in those articles in respect of publication.

Article 11

Income from utilisation

1. *STW* invoices the fee agreed by *STW* with a *user* or a *third party* for the use or ownership of *results*.
2. The fee referred to under article 11(1) is divided between *STW* and the *beneficiary* as follows after receipt of the fee:
 - the costs incurred by *STW* and/or the *beneficiary* for the purposes of protection or otherwise of the *results*, are deducted from the fee and shall be reimbursed;
 - 50% of the fee up to a cumulative total of 250,000 euros cumulative per *project* is allocated by *STW* on a declaration basis to the *project leader* for the purposes of research. For this allocation, the *project leader* submits a budget proposal and *project plan* which is globally reviewed by *STW*;
 - *STW* transfers the other 50%, which will be distributed according to the policy of the *beneficiary*, directly to a bank account to be designated by the *beneficiary*;
 - if the total fee mentioned under article 11.2 exceeds 250,000 euro, *STW* and the *beneficiary* will confer on the division of the fee in excess of 250,000 euro.
3. If the *project leader* is no longer employed by the *beneficiary* at the moment the fee is paid to *STW*, but if there is a successor who continues the research line, the 50% mentioned in the second bullet under article 11.2 is allocated to the research group. If the research group also no longer exists at the time when income arises, *STW* consults with the *beneficiary* about the allocation to research of the 50% mentioned in the second bullet under article 11.2.
4. If two or more *beneficiaries* are jointly entitled to *results*, they will make arrangements between themselves with regard to the division of the fee due to them on the basis of the division referred to under Article 11(2) (*STW* 50%/ *beneficiary/beneficiaries* 50%) and inform *STW* of this arrangement. If *STW* has not been informed about this within six months after a request for information, *STW* will divide the fee equally between the *beneficiaries*.

Part 4 - Funding and payment

Article 12

Costs eligible for funding

1. Only costs for which *funding* has been awarded in the *grant decision* and which are incurred by the *beneficiary* during and for the purposes of the *project* are eligible for *funding*.
2. The following costs are eligible for *funding*:
 - temporary personnel positions, up to a maximum of four years per personnel position on the basis of a full-time appointment;
 - *material*;
 - foreign travel expenses;
 - *investments*.
3. Costs incurred prior to the date of the *grant decision* are not eligible for *funding* unless the *beneficiary* has obtained written permission from *STW* prior to incurring those costs. Costs incurred after the date of the *grant decision* but before the *starting date* are not eligible for *funding* unless the *beneficiary* has obtained written permission from *STW* before the *starting date*, prior to incurring those costs.
4. The personnel positions referred to in the *grant decision* are funded in accordance with the rates which apply on the date of the *grant decision* under the 'Agreement on the funding of scientific research between VSNU and NWO', without supplement for the risk of unemployment. The rates which apply on the date of the *grant decision* are maintained for the duration of the *project*.
5. Foreign travel expenses are funded in accordance with 'reisbesluit buitenland' (International Travel Decree) of the Ministry of the Interior and Kingdom Relations.
6. If by the *termination date* the *funding* has only been used in part, the remaining *funding* reverts to *STW*.

Article 13

Payment

1. Only costs for which *funding* has been awarded in the *grant decision* can be declared.
2. *STW* allocates the *funding* conditionally on award as follows:
 - for material, travel and investments, funding is allocated for the first two years after the starting date;
 - for personnel positions, funding is allocated for the first three years after the starting date;
 - the remaining funding is allocated in the event of a positive decision from *STW* on the continuation of the *project*.
3. For personnel positions, the *beneficiary* submits a *PIF* form to *STW*. *STW* only transfers *funding* for personnel positions for which a correctly completed *PIF* form has been received.
4. *STW* pays the *funding* to the *beneficiary* after the *beneficiary/project leader* has submitted a declaration in this respect. The *beneficiary/project leader* submits the declaration to *STW* within one month of the invoice date. The *beneficiary/ project leader* declares costs by means of a statement.
5. The *beneficiary* draws up invoices for *material* (excluding travel expenses) and *investments* on behalf of *STW*, care of the *beneficiary*, unless other arrangements have been made with the

beneficiary. The *beneficiary* submits the invoice including the necessary statements to *STW* within the supplier's payment period. After approval, *STW* pays directly to the supplier of the *material* and *investments* in question. *STW* pays invoices only if they have been signed by a person established as an authorised signatory on the *project* by means of the authorised signatory form issued as an appendix to the *grant decision*.

6. The *beneficiary/project leader* declares travel expenses by means of a statement accompanied by all original documentary evidence.
7. The *beneficiary/project leader* sends the final declarations to *STW* within three months of the *termination date*. Declarations received by *STW* more than three months after the *termination date*, or after the date specified in the *call* if this is less than three months before the *termination date*, are no longer eligible for payment.

Article 14

Co-funding

1. The user is invoiced by *STW* for the in-cash *co-funding*. After *STW* has received the *co-funding*, it makes these funds available to the *project* as *funding*.
2. In order to calculate the value of *co-funding*, provided in kind as man-hours, the rates set by *STW* apply. *Co-funding* provided as material goods is calculated on the basis of cost price. Any depreciation already effected shall be deducted from the cost price and the cost price shall be allocated to the *project* in proportion to use.
3. The user must provide satisfactory evidence that an in-kind commitment has been fulfilled. On request, the user will provide *STW* with a summary of all in-kind contributions effected in the previous year or years. *STW* is entitled to audit such summaries, or have them audited.

Part 5 Other provisions

Article 15

Term and termination

1. The *funding* commences on the *starting date* and ends no later than six years after the *starting date* or, if earlier, when the salary of the last researcher is no longer funded in the context of the *project*.
2. *STW* may end the *funding* prematurely, before or after the start of a *project*:
 - if a negative decision is given on a *continuation application*;
 - if there is no *user committee* or no *user committee* can be put together;
 - if the *project leader* is no longer employed by the *beneficiary*;
In the event of a transfer of the research to another organisation, the *beneficiary* will - at the request of *STW* - cooperate to the best of his ability to effect the transfer of the research.
 - if a *user* contributing *co-funding* has been declared bankrupt or no longer contributes its *co-funding* for any other reason;
 - if the *project* has not started within twelve months after award;
 - in a situation as referred to under 15.3.
3. *STW* may re-claim the *funding* provided if it emerges during the *project* or following a control that:
 - the *project leader* or *beneficiary* is acting contrary to these *general conditions*, the *grant decision* and/or the *funding agreement*;
 - the *project leader* is not conducting the *project* in accordance with the approved *project plan*;
 - the *beneficiary* or *project leader* has provided incorrect or incomplete information;
 - the *beneficiary/project leader* is receiving funds from a source other than *STW* for the research in the *project*.
4. Within three months after receipt of the final report, *STW* determines the *funding*.
5. If *STW* terminates the *project* on any of the above grounds, *users* shall not hold *STW* liable for any damage or loss whatsoever.

Article 16

Controls

The *beneficiary* shall have adequate internal control measures to monitor the lawful use of the allocated *funding*. These shall include a tendering procedure. At *STW*'s request, the *beneficiary* shall allow access to the administrative organisation and the internal control system. In addition, *STW* may ask the *beneficiary* to demonstrate the working of its control system.

At any time during the conduct of the *project* and for up to five years after its end, *STW* may carry out or commission an inspection to investigate whether the *project* is being/has been conducted in accordance with the provisions of the *grant decision* and whether the costs have been charged to the *project* in accordance with those provisions. The *beneficiary* sends *STW* all information and data requested by *STW*.

The *beneficiary* grants *STW* and persons appointed by *STW* on-the-spot access, at reasonable times, to the *beneficiary*'s offices and to all information which is necessary and relevant for the purposes of the inspection.

Article 17

Indemnity and liability

The *beneficiary* and the *user(s)* indemnify/indemnifies *STW* against claims by third *parties* with respect to any damage suffered by them as a result of the conduct of the *project*, the associated *publications* and the use of the *results*.

The *beneficiary* is liable for all damage to equipment funded by *STW* and takes care of such equipment in a responsible manner.

Article 18

Complaints and objections

STW has a complaints procedure. All complaints submitted in writing are dealt with by *STW* in accordance with that procedure. For information about submitting a complaint, see the rules on complaints at www.stw.nl.

1. The Dutch General Administrative Law Act [*Algemene wet bestuursrecht*] provides an interested *party* the opportunity to file a motivated objection to a decision by *STW* on the *funding* of a *project*. Such objections must be submitted in writing to the NWO Governing Board at PO Box 93138, NL-2509 AC The Hague [NL] within six (6) weeks of the date of *STW*'s decision. The disputed decision should be included with the appeal as an appendix. The interested *party* should send a copy of the objection to *STW* for the attention of the Director.

Article 19

Applicable law and disputes

Dutch law is applicable. Disputes under civil law that arise between the *parties*, in connection with and/or as a consequence of the *project* or otherwise between *parties*, will be submitted to the competent Court in Utrecht.

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