

General Funding Conditions



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General funding conditions of STW

Article 1

Definitions

- ▶ General remark: the original Dutch text is the leading document.
- ▶ The following definitions apply for the purposes of these general funding conditions:

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| <p>[1] General conditions:
these conditions.</p> <p>[2] Beneficiary:
a legal person who receives <i>funding</i> from STW.</p> <p>[3] Statement:
financial state of the <i>project</i> at a given moment.</p> <p>[4] Co-funding:
a contribution in cash or in kind pledged to the <i>project</i> in writing and unconditionally by a user.</p> <p>[5] Sub-project leader:
the person with ultimate responsibility for the content and conduct of part of a <i>project</i>. The obligations stated in these general conditions for a <i>project leader</i> also apply to the <i>sub-project leader</i> unless it is explicitly stated otherwise.</p> <p>[6] Termination date:
the date on which the last temporary personnel appointment (funded by STW) to the <i>project</i> ends.</p> <p>[7] Funding:
a financial contribution from STW to the costs of a <i>project</i>.</p> <p>[8] Allocation decision:
STW's decision to award the (un)conditional <i>funding</i>.</p> <p>[9] Funding agreement:
the agreement of the <i>beneficiary/project leader</i> with the <i>general</i> and <i>specific</i> conditions.</p> <p>[10] Users:
natural persons or legal persons who are able to apply the <i>results</i>.</p> <p>[11] User Committee:
a committee set up by STW consisting of <i>users</i>, the <i>project leader</i>, <i>sub-project leaders</i>, researchers appointed temporarily to the <i>project</i>, other researchers and an STW representative.</p> <p>[12] Investments:
durable goods on which economic value is depreciated.</p> <p>[13] Invention disclosure form:
collection of information about an invention used as a basis for determining its patentability and <i>utilisation</i>.</p> | <p>[14] Material:
consumables, materials, small instruments and aids which no longer have an economic value after use, domestic travel, project-specific courses and conference posters.</p> <p>[15] Option:
the right to own or license the <i>results</i>.</p> <p>[16] PIF:
personnel information form.</p> <p>[17] Project:
research which has been awarded <i>funding</i> by STW.</p> <p>[18] Project plan:
the description of the <i>project</i>.</p> <p>[19] Project leader:
the person with ultimate responsibility for the content and realisation of a <i>project</i> as referred to in the <i>project plan</i>.</p> <p>[20] Publication:
the disclosure of <i>results</i> by any means, except for disclosure resulting from one or more patents or patent applications relating to <i>results</i>.</p> <p>[21] Results:
all inventions, results, materials, methods, processes, products, programmes, software, findings or discoveries generated within a project, and the intellectual property rights thereto.</p> <p>[22] Specific conditions:
conditions applied by STW in the <i>funding agreement</i> in relation to the <i>funding</i>, in addition to these <i>general conditions</i>.</p> <p>[23] Starting date:
the date on which the <i>project leader</i> undertook an initial expenditure of allocated <i>funding</i> or the date of the first appointment of personnel and, after permission from STW, when the conditions under the <i>funding agreement</i> are fulfilled.</p> <p>[24] STW:
abbreviation for 'Stichting voor de Technische Wetenschappen' (legally registered name) or for 'Technologiestichting STW' or 'Technology Foundation STW'.</p> | <p>[25] Continuation application:
the <i>project leader's</i> request to STW to allocate the funds reserved for continuation at the time of the award.</p> <p>[26] Utilisation:
The set of activities aimed at maximising the possibility of research <i>results</i> being applied by third parties.</p> |
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PART 1 _ Conduct of the project

Article 2

General obligations of the beneficiary and the project leader

- [1] The *beneficiary* ensures that the *project leader* complies with all of the obligations imposed on the *project leader* in these *general conditions* and in 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*, to the best of his or her knowledge and ability and taking account of criteria and standards applying with respect to scientific and/or technological research. The *project leader* and *beneficiary* are responsible for the selection and appointment of personnel with appropriate qualifications. The *beneficiary* ensures that adequate confidentiality is guaranteed in the appointment of personnel working on the *project*.
- [4] The *project leader* conducts the *project* with effect from 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 *allocation 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 fully responsible for the realisation of the entire *project*.
- [6] In realising the *project*, the *project leader* will comply with all applicable legislation and will behave in an ethically acceptable manner as may be expected in scientific and/or technological research.

[7] In acquiring *investments* for the *project*, the *beneficiary* will comply with the public procurement rules as contained in the 'Besluit Aanbestedingsregels voor Overheidsopdrachten' (Decree on Procurement Rules for Public Contracts). *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 conduct of) the *project* or to the *utilisation* of the *results* during the *project* and after its *termination date*.

Article 3

User committee and reporting

- [1] In consultation with the *project leader*, STW sets up a *user committee* consisting of a minimum of four *users*, at least half of whom are from industry. The *project leader* chairs the *user committee* and a representative of STW acts as its secretary. After permission from STW and the *project leader* and taking account of the recommendation of the *user committee* in this respect, new *users* may be admitted to the *user committee* in the course of the *project*.
- [2] The *user committee* meets at least twice a year at a location to be determined by STW. With permission from STW, the *user committee* may meet less frequently.
- [3] 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 the report, in which the *project leader* reports in any case on subjects such as the aim of the research, work plan, milestone planning, *results*, *utilisation*, collaboration and contacts with *users*, financial résumé; conferences and publications. The format for this can be found at the information desk ('infobalie') at www.stw.nl. The *project leader* is responsible for presenting the *results* during the *user committee* meeting.
- [4] The *project leader* submits a *continuation application* to STW within eighteen months after the *starting date*. The format

for this can be found at the information desk ('infobalie') at www.stw.nl. In the *continuation application* the *project leader* describes the progress, work plan/ milestone planning, anticipated *results*, (additional) input from *users*, options for protecting *results*, options for commercialising the *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*.

- [5] 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*.
- [6] Within 2 months of the *termination date*, the *project leader* returns the completed final forms provided by STW. The format for these can be found at the information desk ('infobalie') at www.stw.nl.

PART 2 _ Funding and payment

Article 4

Costs eligible for funding

- [1] Only costs for which *funding* has been awarded in the *allocation 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 *allocation 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 *allocation 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 *allocation decision* are funded in accordance with the rates which apply on the date of the *allocation decision* under the 'Agreement on meeting the costs of scientific research between VSNU and NWO', without supplement for the risk of unemployment. The rates which apply on the date of the *allocation decision* are maintained for the duration of the *project*.
- [5] Foreign travel expenses are funded in accordance with the list of rates applied by the Ministry of the Interior and Kingdom Relations, which can be found at www.minbzk.nl.
- [6] If by the *termination date* the *funding* has only been used in part, the remaining *funding* reverts to STW.

Article 5

Payment

- [1] Only costs for which *funding* has been awarded in the *allocation 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. The format for this can be found at the information desk ('infobalie') at www.stw.nl.
- 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 after 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 makes payment 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 *allocation 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 after the *termination date*. Declarations received by STW more than three months after the *termination date* are no longer eligible for payment.

Article 6

Co-funding

- [1] STW invoices in-cash *co-funding* to the user. After STW has received the *co-funding*, it makes it 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. These can be found at the information desk ('infobalie') at www.stw.nl. *Co-funding* provided as material goods is calculated on the basis of cost price, taking account of any depreciation already effected. Any depreciation already effected should be deducted from the cost price and the cost price should be allocated to the *project* in proportion to use.

PART 3 _ Intellectual property rights and publication

Article 7

Property rights and protection of results

- [1] *Results* are owned jointly by STW and the *beneficiary*. If *results* are generated by two or more beneficiaries together, the *results* are owned jointly by STW and the *beneficiaries* concerned.
- [2] The *beneficiary* ensures that workers or others who are able to claim rights to the *results* transfer those rights to the *beneficiary* and STW.
- [3] The *project leader* informs STW immediately if *results* are generated which are eligible for protection by a patent during the *project* and after its *termination date*. At STW's request, the *project leader* then completes an *invention disclosure form*. The format for this can be found at the information desk ('infobalie') at www.stw.nl. 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 to the process of applying for a patent on *results* during the *project* and after its *termination date*.

Article 8

Granting of rights to results to users and third parties

- [1] The *beneficiary*, *project leader* and STW endeavour to ensure adequate and effective *utilisation* of the *results* both during and after the *project*.
- [2] *Users* who, in STW's opinion, contribute substantially to the *funding* of the *project* are entitled to an option during the course of the *project*. STW does not regard a contribution of less than 10% of the total *funding* allocated to the *project* as substantial.

- [3] Unless agreed otherwise with the *beneficiary*, the *beneficiary* authorises STW to enter into arrangements with third parties, on its own and on the *beneficiary's* behalf, with respect to the granting of exclusive or non-exclusive rights of use and property rights to *results* and an option thereto to a user or another third party subject to the following conditions:
- the third party pays a generally accepted market price for the use or ownership of the *results*;
 - the third party 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 third party indemnifies STW and the *beneficiary* against claims by third parties for damage resulting from the use of the *results*.

If an option is granted, the conditions under a. to d. apply when the option is exercised.

Article 9

Freedom of action

- [1] The *beneficiary/project leader* will refrain from entering into any arrangement with a third party regarding the *results* without prior written permission from STW, such as arrangements:
- _ whereby the third party acquires property rights or rights of use 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 information from a third party or
 - _ commissioning work by a third party which has no employment relationship with the *beneficiary*.
- [3] The *project leader* informs STW 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* or a third party.

- [4] The *project leader* and the *beneficiary* guarantee 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] During the *project* the *beneficiary* and the *project leader* 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 10;
 - results* which are disclosed as a result of the formalities for the protection of *results*;
 - reporting of *results* to *users*.
- [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*, asking them to inform STW within 14 days whether, in their opinion, the publication contains a patentable discovery 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 one year if any objections are raised. STW takes this decision following consultation with the *project leader*.
- [5] STW may alter the deadlines referred to in paragraphs 2, 3 and 4 by written agreement to the contrary with a user; in that case the arrangement with the user takes precedence over publication.

- [6]** The *project leader* ensures that every scientific publication contains the following declaration to indicate that the *results* were achieved with financial support from STW:

“This research is supported by the Dutch Technology Foundation STW, which is the applied science division of NWO, and the Technology Programme of the Ministry of Economic Affairs.”

and, for Dutch publications:

“Dit onderzoek wordt gefinancierd door Technologiestichting STW, die het gebied Technische Wetenschappen van NWO vertegenwoordigt, en het Technologie Programma van het Ministerie van Economische Zaken.”

The *project leader* also ensures that publications, including scientific posters and prototypes, contain the STW logo where possible.

- [7]** 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*.

- c. Fifty percent of the fee in excess of 50,000 euro, up to a limit of 250,000 euro, is transferred by STW directly to a bank account to be designated by the *beneficiary*; the other 50% is allocated as described under 11(2)b;
- d. if the total fee exceeds 250,000 euro, STW and the *beneficiary* will confer on the division of the fee in excess of 250,000 euro.

- [3]** If, in the income situation referred to in 11(2)b, the *project leader* is no longer employed by the *beneficiary* but a substantive successor can be designated, the aforementioned sum of (up to) 50,000 euro is allocated to the research group. If the research group also no longer exists at the time when income arises, STW transfers up to 25,000 euro directly to a bank account to be designated by the *beneficiary*. The other half reverts to STW's general funds.

- [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*.

Article 11

Income from utilisation

- [1]** STW invoices the fee agreed by STW with a third party for the use or ownership of *results*.
- [2]** The fee referred to under 11(1) is divided between STW and the *beneficiary* as follows after receipt of the fee:
- the costs incurred by STW in relation to the *results*, for the purposes of protection or otherwise, are deducted from the fee;
 - the payment up to a cumulative total of 50,000 euros 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 plan which is globally reviewed by STW.

STW may impose further conditions in relation to the ownership of the *results* from this research;

PART 4 _ Other provisions

Article 12

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 informs the *project leader* of the date on which the *project* is to end.
- [3] STW may end the *funding* prematurely:
- 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*, whereby the *beneficiary* will cooperate to the best of its ability in transferring the research to another organisation at STW's request;
 - if a user contributing *co-funding* has been declared bankrupt;
 - in a situation as referred to under 12.4.
- [4] 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 *allocation 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*.
- [5] Within three months after receipt of the final report, STW determines the *funding*.

Article 13

Controls

The *beneficiary* should have adequate internal control measures to monitor the lawful use of the allocated *funding*. These should include a tendering procedure. At STW's request, the *beneficiary* should 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 *allocation 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 14

Indemnity and liability

- [1] The *beneficiary* 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*.
- [2] The *beneficiary* is liable for all damage to equipment funded by STW and ensures that such equipment is adequately insured.

Article 15

Complaints and objections

- [1] 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 the information desk ('infobalie') at www.stw.nl
- [2] Interested parties may object to decisions taken by STW. Objections must be raised within six weeks from the date on which the decision in question was notified, by submitting a reasoned letter of appeal. The interested party sends the objection to: NWO Governing Board, PO Box 93138, NL-2509 AC The Hague. The interested party sends a copy of the objection to STW for the attention of the director.

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