

Netherlands Organisation for Scientific Research

The Executive Board of the Netherlands Organisation for Scientific Research;

having regard to section 6(4) of the Netherlands Organisation for Scientific Research Act (Wet op de Nederlandse Organisatie voor Wetenschappelijk Onderzoek);

having regard to Rule 2.2(1)(e) of the NWO Executive Board Rules 2017;

hereby adopts the following rules:

NWO Grant Rules 2017

1 May 2017

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Foreword

These grant rules contain the terms and conditions applicable to the awarding of grants by NWO (including: rejection, alteration and determination of amounts). The rules are modular in design and they are set out in line with the grant-awarding process: application (module 1), assessment and decision-making (module 2), carrying out the project (module 3), and Publication and utilisation (module 4). Module 5 (definitions), contains a list of terms used in these rules.

These grant rules are of a general nature. For a specific Grant Instrument, additional terms and conditions might apply and should be included in the Brochure. The grant rules explicitly indicate (e.g. with the words 'in the Brochure...') the aspects to which such specific provisions could apply.

These rules are grant rules and form part of the general administrative framework (under the Dutch General Administrative Law Act (*Algemene wet bestuursrecht* ("**Awb**")), European state aid rules, etc.). Any arrangements made between Project Participants under private law must be included in a separate agreement.

There are various bodies and/or officials involved in NWO's grant decision-making process. For the sake of readability, these are referred to generically as NWO in these rules. The NWO Authorisation Rules 2017 determines the bodies or officials which are authorised to make the relevant decisions.

These rules do not apply to:

- Small grants: a general exception to the scope of application applies to grants of up to EUR 50,000.
- Grant instruments which are executed by NWO but are wholly or predominantly funded by another party may remain outside the scope of these rules, if this has been agreed with the external grant provider and the grant Brochure specifies which rules do apply.

1. Application (who may submit an application)

1.1 Applicant

1. Grants may be requested by researchers from the following Knowledge Institutes:
 - Dutch universities;
 - University medical centres;
 - Institutes affiliated to the Academy (Royal Netherlands Academy of Arts and Sciences (*Koninklijke Nederlandse Akademie van Wetenschappen (KNAW)*) or NWO;
 - the Netherlands Cancer Institute;
 - the Max Planck Institute for Psycholinguistics, Nijmegen;
 - the DUBBLE Beamline at the ESRF, Grenoble;
 - the Naturalis Biodiversity Centre;
 - the Advanced Research Centre for NanoLithography (ARCNL);
 - the Princess Maxima Centre.
2. The Brochure may determine that a grant application may also be submitted by the Knowledge Institutes themselves referred to in paragraph 1 (represented by the board or a by a mandatary authorised by the Knowledge Institute in this regard).
3. The brochure may determine that other organisations and/or their researchers are entitled to apply for a grant. In that case, all of the following conditions apply as a minimum:
 - a. The relevant organisation:
 - i. is based in the Netherlands (unless paragraph 4 applies);
 - ii. is a public institute and carries out its Research independently;
 - iii. receives at least 50% public funding;
 - iv. is not-for-profit other than for the purpose of carrying out further Research.
 - b. Researchers are free to publish in international scientific literature.
4. The condition mentioned in paragraph 3(a)(i) may be waived in the Brochure (Call for proposals) if there is an international Grant Instrument for which NWO is responsible for the application and assessment procedure, or if a Private Co-Funder of an NWO Grant Instrument makes a significant contribution to the budget available for that instrument and an agreement has been reached between NWO and that Private Co-Funder on the categories and/or the proportion of foreign organisations that may submit an application for a grant.
5. The Brochure on a Grant Instrument executed by the Netherlands Initiative for Educational Research (*Nationaal Regieorgaan Onderwijsonderzoek (NRO)*) may stipulate that grant applications may be submitted by researchers and/or representatives of non-university research institutions (not referred to in paragraph 1), higher education institutions and other educational institutions that can carry out Research at a comparable level.
6. The Brochure on a Grant Instrument executed by the National Steering Committee for Practical Research SIA (*Nationaal Regieorgaan Praktijkgericht Onderzoek SIA (NRPO SIA)*) may

stipulate that grant applications may be submitted by researchers and/or representatives of higher education institutions.

1.2 Main and co-Beneficiary

1. A grant application may be submitted by multiple Applicants. In such case, the co-Applicants will designate a main Applicant. The Knowledge Institute which employs the main Applicant or the Knowledge Institute which is designated as the main Applicant is regarded as the main Beneficiary once the grant is awarded. The main Beneficiary is also designated as the Coordinator. Co-Applicants employed by a Knowledge Institute or Knowledge Institutes which are co-Applicants are regarded as co-Beneficiaries. The person employed by the Knowledge Institute which is the main Beneficiary and is ultimately responsible for the substantive and financial aspects of the project is regarded as the (intended) Project Manager. Each co-Applicant or co-Beneficiary employed by a Knowledge Institute or Knowledge Institutes which are co-Applicants will appoint an (intended) sub-Project Manager.
2. The main Applicant and co-Applicants are themselves responsible for complying with the grant conditions, including those defined in Article 3.1.1. The (intended) Project Manager will oversee this and serve as the primary point of contact for NWO, without prejudice to the liability of the co-Beneficiaries towards NWO, as defined *inter alia* in Article 3.4.2(2), in conjunction with Article 3.5.2(10).
3. The Brochure may determine that a (consortium) agreement must be concluded between the main Applicant plus co-Applicants and/or Private Co-Funders. NWO may be included as a party to such an agreement. The agreement should satisfy the conditions of these grant rules, as well as the relevant conditions laid down in the Brochure, including the current state aid rules as referred to in Article 4.2.1(4).
4. Main Applicants and co-Applicants who work part time have in any case sufficient facilities and budget to carry out the project properly.

1.3 Qualifications of Applicants and researchers

1. Applicants must hold a Master's degree or equivalent qualification and must participate in the project (see also Article 3.1.2).
2. Each Applicant who is not actually involved in the Research must have a doctorate from or be a professor at a Dutch university. The Applicant must have a permanent employment contract with or hold a Tenure Track Appointment at a Knowledge Institute referred to in Article 1.1.(1). If the Applicant is not employed by a Dutch university, he must demonstrate sufficient experience in the relevant field of Research and in overseeing scientific Research.
3. These qualification requirements do not apply to Applicants for a grant at NRO and/or NRPO-SIA (as referred to in Article 1.1(5) and (6)). The Brochure sets out further requirements applicable to these Applicants and researchers.

1.4 Costs considered for the grant (what may be applied for)

1. Only costs directly related to the project will be considered for the grant. These are divided into the following categories:
 - i. staff costs;
 - ii. Material Costs;
 - iii. Bench Fee;
 - iv. Investments.
2. Each application includes a budget for the activities to be carried out, distinguishing in any case between the above cost items (if applicable), unless the Brochure states otherwise.
3. Costs are regarded as directly related to the project if:
 - a. they are direct (research) expenses associated with the purpose described in the application and relevant to the objective(s) in the Brochure;
 - b. such costs are incurred for the duration of the project and not before the date of the Grant Award Decision unless NWO has explicitly stated otherwise in the Grant Award Decision due to exceptional circumstances associated with the co-funding (or partial co-funding);
 - c. the costs are not or will not be funded from other resources;
 - d. (in the event that the grant is used to remunerate staff who do not come under the scope of the collective agreement of the Dutch Universities (CAO NU) or the collective agreement of Netherlands Federation of University Medical Centres (CAO UMCs)): the decision to appoint such staff justifies payment from public research resources in NWO's opinion.
4. The Agreement for Covering Costs of Scientific Research (*Akkoord Bekostiging Wetenschappelijk Onderzoek*) (the "**Agreement**") indicates the maximum rates for (staff) costs eligible for a grant. The amounts stated in the budget for the grant application may not exceed the standard amounts referred to in the Agreement, including associated increases. This also applies when the Agreement is not adhered to, unless explicitly authorised by the Executive Board. For rates which are not covered by the Agreement, further rules may be laid down.
5. If costs for international travel are eligible for a grant, these can only be reimbursed for travel in economy class.
6. If an Applicant (or co-Applicant) works together with other institutes which are not eligible for a grant under Article 1.1 of these rules, such non-eligible institutions will cover their own costs.
7. The Brochure may stipulate further requirements for costs which are eligible for a grant.
8. As a responsible employer, the Knowledge Institute covers its staff costs and any associated costs that cannot be directly attributed to the project, but can be partially funded from the initial cash flow. The Knowledge Institute shall provide the requisite basic facilities and support for its staff involved the project.

1.5 Private co-funding

1. Private co-funding of the project is only permitted if and in so far as this is stated in the Brochure.
2. Private co-funding may be provided either in cash or in kind. The value is determined in accordance with Article 3.2.4.
3. In the Brochure, NWO may determine that if a Grant Instrument is privately co-funded in cash, such co-funding will be added to the budget of one or more projects of the relevant Private Co-Funder's choice.
4. Private Co-Funders must pledge to provide the contributions by means of a supporting letter. A copy of the supporting letter (pledge) will be sent by the Applicant at the time of submission.
5. The private co-funding is laid down in a contract between the main Beneficiary and the co-funder or between NWO and the co-funder. NWO will refer to the co-funding in the Grant Award Decision.
6. Private Co-Funders may not attach any conditions to their co-funding, nor derive any rights therefrom, unless otherwise provided for in section 4 of these grant rules.

1.6 Procedure: application system and language

1. The Brochure determines the application system, on the basis of which applications may be submitted.
2. The Brochure specifies the language in which the application must be submitted.

2. Assessment and decision-making

2.1 General principles and specific selection criteria

2.1.1 General principles

1. Applications are assessed in a non-discriminatory, independent, confidential, efficient and transparent manner.
2. These principles constitute the basis for these grant rules. According to the principle of independent assessment within a decision-making process, substantive advisement and decision-making are kept functionally separate from one another. The procedure for dealing with affiliations is explicitly described in the Code of Conduct on Conflicts of Interest.

2.1.2 Brochure (Call for proposals)

1. When launching a Grant Instrument, NWO publishes a Brochure in which it sets out specific selection criteria. NWO may impose additional conditions on the Beneficiary/Beneficiaries for the awarding of the grant, which are set out in the Brochure.
2. In addition to these grant rules, the Brochure contains relevant information about the Grant Instrument, including in each case:
 - who may submit an application;
 - what an application can be submitted for;
 - the total maximum budget (available public funds);
 - instructions for drafting the application;
 - description of the assessment procedure;
 - the time frame within which the assessment and decision-making procedure will be completed;
 - the selection criteria;
 - administrative criteria such as the maximum number of pages of the application, structure of the budget, etc.;
 - the policy-based criteria laid down by NWO, which determine the final prioritisation of the proposals;
 - the programme-specific provisions on co-funding, where applicable;
 - provisions on the potential establishment of a Users' Committee;
 - any further grant conditions in addition to the NWO grant rules.
3. If applicable, the Brochure also contains the minimum classification or score that must be achieved in order to be eligible for funding.

2.2 Assessment and decision-making procedure

2.2.1 Acceptance and rejection

1. The Organisation shall perform administrative checks to ensure that applications are complete on the basis of the criteria set out in the Brochure. If administrative checks reveal that an application is not complete, the Applicant will have the opportunity to rectify this shortcoming within a period to be determined by NWO, so that the application can be admitted to the assessment process.
2. The Assessment Committee may conclude that an application does not fall within the scope of the research programme.
3. In the instances referred to in paragraphs 1 and 2 above, NWO may decide to reject the application (on the basis of section 4:5 Awb).

2.2.2 Prior notification

1. The Brochure may determine that the Applicant is required to issue prior notification.
2. Prior notification means that a concise application is submitted.
3. The concise application is assessed in the manner specified in the Brochure.
4. The Brochure indicates whether the assessment of the concise application results in a (non-binding) opinion or a decision by NWO whether the Applicant is eligible to submit a full application.
5. A full application may not be submitted without prior notification.

2.2.3 Pre-selection

1. If after the applications are submitted it is determined that the total grant amount applied for exceeds the total available budget by more than four times, NWO may decide to implement a pre-selection process for all submitted (full) applications.
2. In such a case, all grant applications will be assessed overall by an Assessment Committee based on the selection criteria described in the Brochure. The Brochure describes in greater detail the way in which these criteria should be weighted in the case of pre-selection.
3. The Assessment Committee gives the Applicant the opportunity to submit his/her response and then advises the administrative body. On the basis of this advice, NWO decides to reject the less promising applications.
4. If the number of applications is so high that pre-selection offers little assistance in reducing the number of applications to an acceptable number, additional measures may be taken.

2.2.4 Engagement of external experts

1. In assessing the research proposals, NWO may call on external experts. These external experts specialise in the area of Research of the application and are independent of NWO, the Applicant and the Assessment Committee.

2. The Brochure may determine that, owing to the particular nature of a Grant Instrument, NWO may not call in external experts.
3. If external experts are engaged in the assessment process, grant applications will in principle be assessed by at least two external experts who will each submit an assessment report on the grant application. NWO may decide to increase the minimum number of external experts that are to be consulted for a specific Grant Instrument. This is mentioned in the Brochure.
4. The minimum number of external expert reports may be waived subject to the following conditions:
 - i. a reasonable number of external experts has been invited to participate in the assessment;
 - ii. the absence of external expert reports should be appropriately compensated for in the sense that the relevant Assessment Committee should have enough information to make a decision on the applications to be assessed.
5. External expert reports received by the deadline (which applies to these reports) are always included in the assessment of the relevant application unless they are manifestly unsuitable as a basis for advice.
6. After the deadline, there will be a time by which reports are to be submitted for inclusion in an application file. If this time has not passed and the application file does not yet contain the number of proposed external expert reports, the deadline for external expert reports can then be extended, to the extent that the procedure allows this.
7. If no external expert report is made available, NWO will decide on the procedure to be followed.
8. External experts may be declared inadmissible in the following manner, unless the Brochure excludes this possibility: Applicants have the opportunity to appoint up to three 'non-external experts' upon submission to the Organisation. NWO will ensure these non-external experts remain anonymous.

2.2.5 Response

The Applicant will have the opportunity to submit a formal response to the external expert reports. The Brochure will specify the procedure for this. The response will be added to the documents for assessment.

2.2.6 Interview or site visit

1. If an interview or site visit is to take place, its purpose within the decision-making procedure is indicated in the Brochure. An interview or site visit is an important part of the assessment and can have a significant bearing on the order in which applications are ranked.
2. The invitation to an interview or the announcement of a site visit is sent in good time, so that the Applicant has sufficient time to prepare. The invitation, sent to the Applicant at least one week in advance, will specify names of the persons attending the interview or site visit.

3. After the interview or site visit, a report will be drawn up on the information relevant to the assessment of the application that arose during the interview or the site visit, which will be added to the file for the relevant application.

2.2.7 Assessment Committee or Panel

1. In order to assess and compare the (full) applications received within a round of grants, NWO shall appoint an advisory body in the form of an Assessment Committee or a Panel.
2. The composition and working method of an Assessment Committee or a Panel will be in accordance with the rules laid down by NWO, in so far as such rules do not conflict with the provisions set out below.
3. The task of the Assessment Committee or Panel is to assess the applications and the relevant documents submitted, both together each other and on each application's own merit. The assessment is conducted on the basis of the selection criteria given in the Brochure.
 - a. The working method of the Assessment Committee is as follows:
 - i. The Assessment Committee shall meet – preferably in person – to discuss the quality of applications.
 - ii. Before making the assessments, the Assessment Committee will discuss and make a decision on any instances of a conflict of interest. In doing so, the NWO Code of Conduct on Conflicts of Interest will be taken into account;
 - iii. The Assessment Committee will issue an (absolute) final opinion on each application separately, on the basis of the application and the additional information obtained, and on the basis of the criteria described in the Brochure;
 - iv. The Assessment Committee will issue its opinion on the priority of applications, including substantiation of its opinion and an adequate description of the working method it has pursued. The priority of the applications, or one of them, may (ultimately) be put to an anonymous vote. In that case, no additional justification of Assessment Committee's opinion on the quality of the applications will be required.
 - b. The working method of the Panel is as follows:
 - i. The Panel members determine – independently of each other – the quality of the applications and the additional information obtained (including the Applicant's response), and issue an (absolute) final opinion on all the applications received, on the basis of the criteria described in the Brochure.
 - ii. NWO will compile and review the results, and produce a score list that serves as a (provisional) priority list.
4. If there are too many applications to be processed by a single Assessment Committee or Panel, the assessment and prioritisation may be delegated to sub-committees, provided that a protocol is available before the assessment begins specifying the way in which the priority is to be determined.

5. In its deliberations, the Assessment Committee or Panel may include any new information or its own opinion regarding an aspect of the application on which the external experts have not provided their opinion. In that case, the Applicant must be given the opportunity to respond to this and the Assessment Committee or Panel must consider the Applicant's response when forming its opinion.
6. The ranking is determined at any time within the selection process, whereby a number of proposals have been excluded from further assessment, and must at least list a number of categories in which the proposals to be selected are to be classified.

2.3 Decision and appeal

2.3.1 Decision

1. NWO issues its decision on the grant applications on the basis of the opinion of the Assessment Committee or Panel, and any policy-related criteria which have previously been announced in the Brochure.
2. To the extent indicated in the Brochure, there may be multiple stages of decision-making on the applications within a round of grants, with a decision being issued earlier for a sub-group of applications.
3. The Brochure provides information on the timetable or the decision deadlines. If the decision-making has been delayed, the administrative body shall inform Applicants as soon as possible and in any case keep them informed of any delays before the end of the (initial) decision deadline, including the reason for the delay and the final date on which the decision will be made.
4. In its decision, NWO determines which part of the available budget is to be allocated. Only applications which, after going through the whole selection process, meet the criteria laid down in advance are eligible for funding. In principle, NWO accepts or rejects proposals in their entirety within the available budget. NWO is entitled to reduce the budget for a proposal or reject funding for a part of the Research, provided it gives its reasons for doing so.

2.3.2 Notification of the decision

1. NWO informs the main Applicant and the Project Manager (if the main Applicant is not the Project Manager as well) of the decision in writing. The Project Manager informs the co-Applicants of the decision.
2. The Grant Award Decision comprises the following aspects:
 - a. notification that the grant application and the corresponding budget have been approved (which could involve an adjustment to the budget or a rejection of parts of the Research;
 - b. the (maximum) grant amount allocated, with a breakdown of the main cost items, whereby a limit and/or personal contributions by the grant recipients and/or contributions by Private Co-Funders may be determined per separate budget item;
 - c. agreement on the method of payment;

- d. the following deadlines:
 1. the period within which the project must commence from the date of the Grant Award Decision;
 2. if the grant amount is not more than EUR 50,000 (and a Grant Amount Decision has not been made immediately):
 - i. the end date for carrying out the project;
 - ii. the latest date by which the grant will be officially determined;
- e. any applicable and additional grant conditions;
- f. any applicable grant obligations, including in each case a data management plan;
- g. agreements regarding interim reports and the final report;
- h. agreements on the output to be delivered.
3. Any decision on whether or not to grant funding will be accompanied by a reasonable justification for the Applicant – made against objective criteria – and must include an objection or appeal clause.

2.3.3 Objection

1. Any person who has an interest in a decision may lodge an objection with the Executive Board of NWO, within six weeks of the date of the decision. The Executive Board decides on this objection request on the basis of an opinion by the NWO Objections Committee.
2. If the Executive Board decides to withdraw a contested decision, the Executive Board will in principle issue a new decision at the same time. However, if the Executive Board requires further information from another body in order to issue a new decision, (e.g. the relevant NWO domain), the Executive Board will first need to obtain that information before it can decide on the objection. This will then be immediately communicated to the person concerned, stating the date by which the decision on the objection will be made.

2.3.4 Definitive acceptance of grant conditions and obligations

The grant conditions and obligations are considered to be definitively accepted if the Beneficiary does not object to the Grant Award Decision by the deadline stated in Article 2.3.3(1).

3. The Project

3.1 General obligations

3.1.1 Responsibilities of Beneficiaries and Project Managers/sub-Project Managers

1. The Project Manager and the main Beneficiary are responsible for the proper management and administration of the grant resources.
2. Each Beneficiary will provide the necessary basic facilities and support for the staff appointed for the project.
3. Each Beneficiary will ensure that the Project Manager (or sub-Project Manager) complies with the grant conditions when carrying out the project and that the grant is spent effectively and for the purposes for which it was awarded.
4. The Project Managers (or sub-Project Managers) and the Beneficiaries are jointly responsible for carrying out the entire project.
5. The Project Managers (or sub-Project Managers) may not use the project materials or confidential information of a third party, or subcontract work to a third party that does not have an employment contract with the Beneficiary, without the prior written consent of NWO.

3.1.2 Project manager and staff qualifications

1. Staff contributing to the project must have at least the qualifications necessary to carry out their work. Any change to the composition of the staff listed in the project plan or staff or any change to the scope under which staff members are employed for the project and/or a change of Project Managers is regarded as altered circumstances, as referred to in paragraph 3.4, and NWO must be informed of these without delay.
2. The Project Managers ensures that staff hold the required qualifications. The Beneficiaries oversee this.

3.1.3 Execution in accordance with the project plan, scientific standards and general rules

1. The Project Manager carries out the project in accordance with the project plan, taking into consideration the criteria and standards applicable to the relevant scientific Research, and acts in accordance with the nationally and internationally accepted standards of scientific activity, as set out in the applicable Dutch Code of Conduct for Scientific Practice (*Nederlandse Gedragscode Wetenschapsbeoefening* (VSNU)). Any person who suspects any infringement of said scientific norms and standards while a project is being carried out will inform NWO immediately of his/her suspicions and submit all relevant documents to NWO. NWO may then launch an investigation.
2. A substantial revision of the project plan during the project is regarded as an altered circumstance, as referred to in paragraph 3.4. A substantial revision may not be made without NWO's prior consent.

3.1.4 Investments

1. Research tools which are funded from the grant and can be considered as investment (because they have contributed economic value/can be reused after the project has ended) become the property of the respective Beneficiary, unless otherwise determined in the Brochure and/or NWO's Grant Award Decision.
2. Special obligations may be set out in the Grant Award Decision and attached to investments, including the obligation to allow third parties to use such tools on NWO's instructions.

3.1.5 Misuse, damage and liability

1. If and in so far as the project can lead to harmful consequences for third parties – such as patients or test subjects – the Beneficiary take out insurance to cover the risks of claims in this regard. Each Beneficiary indemnifies NWO against any liability in this respect.
2. The Project Manager (or sub-Project Manager) and the Beneficiary/Beneficiaries will endeavour, where logical, to take the necessary precautions to ensure that the project and/or the results produced do not and cannot contribute to terrorist activities, the violation of human rights and/or other illegal activities.

3.2 Commencement of the project

3.2.1 First of all

1. A project only commences once the conditions for commencement set out in the Grant Award Decision have been met.
2. In the Brochure, NWO may stipulate, in addition to the Grant Award Decision, that the parties set out the arrangements made between them in an agreement before commencing the project.
3. In the Brochure, NWO may stipulate that a subsidy agreement must be concluded, as referred to in section 4:36 Awb.
4. NWO may post an announcement of the Grant Award Decision and/or the Commencement Date of the project on the NWO website, containing a summary of the project proposal. When submitting a grant application the Beneficiary may, giving reasons, withhold consent for publishing the summary (or part of it) on the website.

3.2.2 Cut-off point for Commencement Date

The project must commence within six months after the Grant Award Decision is signed, unless determined otherwise in the Brochure. In exceptional cases NWO may, at the Beneficiary's request, consent to the Commencement Date being postponed.

3.2.3 Payment

1. NWO deposits the Grant that has been awarded into the main Beneficiary's bank account. NWO may agree a different method of payment with the main Beneficiary.
2. Payment may be made periodically, in instalments, in accordance with a pre-determined payment schedule, depending on the Grant Instrument and the term of the project.
3. The main Beneficiary makes the funds received available to the Project Manager, with due regard to the approved grant budget and the applicable Agreement accompanying the Grant Award Decision.
4. The Project Manager ensures that each Beneficiary receives its share of the approved budget.
5. Only costs for which a grant has been awarded in the Grant Award Decision qualify for payment.

3.2.4 Payment by private co-funding

1. NWO invoices the parties concerned for private cash co-funding unless NWO has agreed with the main Beneficiary (who is also the Coordinator) that the latter will collect this co-funding. If NWO has agreed to collect the private co-funding, NWO will make it available to the project after receiving it.
2. The value of private co-funding in kind that is supplied in the form of man hours is calculated on the basis of the rates set by NWO for researchers (see <https://www.nwo.nl/en/funding/funding+process+explained/salary+tables>).
3. The value of private co-funding in kind that is supplied in the form of material goods or Investments is calculated on the basis of the cost price at which depreciations that have already been accounted for are deducted. This cost price must be allocated *pro rata* to the use made in the project.
4. The value of private co-funding in kind that is supplied in the form of service provision or background knowledge is to be properly substantiated. This is conditional upon such service provision or background knowledge being identifiable as new.
5. Private Co-Funders must be able to demonstrate that any promised contribution in kind has been provided. If requested, the Project Manager will submit a list of any contribution(s) provided in kind to NWO. NWO is entitled to verify that list (or have it verified).

3.2.5 Background knowledge for carrying out the project

1. If one of the Project Participants and/or a member of the Users' Committee contribute background knowledge for carrying out the project, for the duration of the project, they will grant the right to use that background knowledge for no consideration.
2. Any Project Participant and/or member of the Users' Committee who contributes background knowledge will continue to be the party entitled to or the owner of that background knowledge.

3. The entitled party warrants to the other Project Participants that it has the right of use. If and to the extent that any restrictions apply to the exercise of this right, the entitled party will provide the other Project Participants with all the requisite, relevant information in that regard.
4. If and to the extent that such background knowledge is needed for exploitation and utilisation, then the provisions of para. 4.2 apply.

3.3 Progress

3.3.1 Project responsibility

1. The Project Manager is the person who holds prime responsibility for the progress of the project and is NWO's principal contact. Nevertheless, the main Beneficiary, who is also the Coordinator, is the person who holds final responsibility for the effective and lawful use of the grant. The Project Manager must keep the Beneficiary/Beneficiaries informed of all relevant developments.
2. Any arrangements (including intended ones) or agreements with third parties for carrying out activities for which the grant is awarded must be mentioned in the project plan.

3.3.2 Reporting

1. While the project is being carried out, NWO tracks its progress by requesting output data. The NWO may at its own discretion also request intermediate reports, with due observance of the Instructions for Awarding Grants (*Aanwijzingen voor subsidieverstrekking*) adopted by the Minister:
 - a. a statement setting out the Project Results may be requested annually, regardless of the value of the grant;
 - b. a progress report may be requested no more than once every two to three years for:
 - i. projects for which a grant worth over EUR 50,000 and up to EUR 125,000 has been awarded and which, where a full-time appointment has been made, will last more than three years, or
 - ii. projects for which a grant worth over EUR 125,000 has been awarded and the period for carrying out the activities for which the grant has been awarded is longer than twelve months.
 - c. just one progress report may be requested every twelve months for:
projects for which a grant worth more than EUR 50,000 has been awarded and which:
 - are being carried out with or funded by external parties, or
 - knowledge valorisation plays a major role and the period for carrying out the activities for which the grant has been provided is longer than twelve months.
2. Intermediate and final reports on the activities for which a grant has been awarded:
 - a. must be submitted via the electronic system designated by NWO and, to the extent required, in the stipulated format;

- a. are signed by the Project Manager. The Knowledge Institute adds its signature to the financial reports to indicate its agreement, and to the substantive reports to indicate that it has seen them.
3. NWO may, having received intermediate reports, issue further substantive and/or financial instructions to the Project Manager.
4. If the Beneficiary comes under the scope of the Audit Protocol for the Education Sector adopted by the Ministries of Education, Culture and Science and of Economic Affairs (*onderwijsaccountantsprofiel OCW/EZ*), the Beneficiary's accountant will verify the lawfulness of the use of the grant funds awarded when auditing the annual accounts, in accordance with that protocol. This is without prejudice to NWO's right to audit the accounts or to investigate whether the institute has complied with the obligations attached to the grant. The institute will provide the cooperation that NWO requests for these site visits.

3.3.2a Users' Committee

1. The Brochure may stipulate that NWO establishes a Users' Committee. The duties and procedures of the Users' Committee are determined upon its establishment. The Project Manager chairs the Users' Committee. The NWO is the secretariat of the Users' Committee. The primary duty of the Users' Committee is to advise the Project Manager about the direction that the project is to take, with the aim of maximising its utilisation possibilities.
2. If a Users' Committee has been established, the Project Manager will issue a report on the progress of the project at least two weeks before any Users' Committee meeting. The Project Manager will ensure that the results are presented during the Users' Committee meeting. The Project Manager sends the report to NWO.
3. The Project Manager's report in any case includes the aim of the Research, a work plan, milestone planning, results, utilisation, cooperation and contact with Users, a brief financial statement, and lists conferences and Publications. The Project Manager's report also specifies any co-funding in cash or in kind that has been provided so far.

3.3.2b Intermediate reporting of results that qualify for a patent (or patent application)

1. The parties to an agreement (or consortium agreement) will inform each other immediately if, during the course of a project, there are any known indications that the results form part of a patent (or patent application) of a Beneficiary, a User or a third party.
2. If results are generated that qualify for patent protection, the Project Manager will immediately inform NWO, the Project Participants and any Users. The Project Manager will complete an Invention Disclosure Form.
3. Based on the Invention Disclosure Form, the parties to the agreement (or consortium agreement) will jointly decide, after consulting the Users if applicable, whether to patent the results. The parties will make further arrangements in writing in that regard.

4. If no consortium agreement has been concluded, this decision will be taken by the Project Manager, the Beneficiary/Beneficiaries and NWO jointly.

3.3.3 Evaluation

NWO may instruct the Project Manager and/or the main Beneficiary to carry out one or more evaluations. The Applicant will be informed about this in more detail in the Grant Award Decision.

3.3.4 Public access to results

1. The results of the project are public (as referred to in Article 4.1.1), unless the Brochure provides otherwise, on the understanding that the period of confidentiality, which will be set when the grant is awarded and the grant amount is decided, may never exceed five years following the end of the term of the project.
2. The disclosure of results is subject to a publication procedure set out in Article 4.1.3.
3. Public access applies in any case to:
 - a. results that are disclosed by the Project Manager in a Publication, including the Research data referred to in the data management plan;
 - b. results that are disclosed arising from patent formalities intended to protect results;
 - c. results that must be disclosed pursuant to a decision by a court or public authority. The recipient informs the provider about such disclosure in writing.
4. If and to the extent that the Brochure includes a confidentiality obligation, the Beneficiary/Beneficiaries will ensure that it is observed and complied with properly.

3.3.5 Request for continuation

1. A project may be carried out in phases. NWO may allocate the grant per phase. If a project is to be continued, the Project Manager must submit a request for continuation to NWO within the allowed period, as provided in the Brochure.
2. In the explanation of the request for continuation, the Project Manager describes the progress, the work plan/milestone planning, the anticipated results and the need for the remainder of the grant for carrying out the project plan.
3. If and to the extent applicable, in the request for continuation the Project Manager also describes the (additional) contribution of Users, the possibilities for protecting the results and the possibilities for commercialising the results.
4. NWO may attach further conditions to the substance of the request for continuation.
5. If a Users' Committee has been established, NWO will present the request for continuation to the Users in the Users' Committee. NWO will ask the Users to give their reasoned advice (in writing or during a Users' Committee meeting) about the continuation of the project.
6. NWO will make a Grant Award Decision regarding the continuation of the project on the basis of i) the feasibility of the project aims including, if applicable, the utilisation prospects that

have been outlined; and ii) the need for the remainder of the grant in order to ensure successful completion of the project in accordance with the project plan.

3.4 Altered circumstances

3.4.1 Reporting notification

1. NWO's prior consent is required for any substantial deviation from or change to the substance of a project plan for which NWO has awarded a grant. The individual budget items included in the Grant Award Decision or the approved budget are maximum amounts. The provisions of Article 3.4.3 apply to any adjustments between budget items.
2. If the Project Manager or, alternatively, the Beneficiary (who is also the Coordinator) has any reason to presume that it will not be possible to complete the project in its entirety before the end date or to satisfy all the provisions of the grant before that date, the Project Manager or, alternatively, the Beneficiary (who is also the Coordinator) must notify NWO of this immediately. In that case consultations will be held as referred to in Article 3.4.2. They will in any case be held in the following instances:
 - a. as soon as there is financial support from another source, or it has been promised or given, for a Research project to which a Grant Award Decision applies;
 - b. any change to the composition of the personnel referred to in the project plan or the extent to which they are to be deployed for the project and/or a change of Project Manager;
 - c. any change to the employment relationship between the Project Manager and the Beneficiary (in particular the severance of this employment relationship, an irretrievable breakdown in the employment relationship and long-term incapacity for work as a result of sickness) as a result of which the main Beneficiary is unable to deploy the Project Manager for an extended period. In consultation with the Project Manager, the parties will endeavour to reach a solution that facilitates carrying out the Research.

3.4.2 Consultations and amending decision

1. As a result of the altered circumstances, NWO, the Project Manager and the Beneficiary/Beneficiaries will consult on how to continue the project and complete it successfully. If the project plan needs to be amended, NWO may adopt an amending decision.
2. If and to the extent that the altered circumstances specifically concern a co-Beneficiary, NWO may also, in certain circumstances, make further arrangements with that co-Beneficiary directly. These arrangements could have consequences for the part of the grant awarded to that co-Beneficiary. Any claim for a refund or any withdrawal of that part of the grant will be made in accordance with the provisions of Article 3.5.2, paragraphs 8 and 10.
3. At the Project Manager's request, NWO may decide to transfer the remainder of the grant as well as the continuation of the project to a different Beneficiary (or main Beneficiary) if the

Project Manager becomes an employee of this Beneficiary or if the project is otherwise transferred to a different Beneficiary.

4. NWO reserves the right to adjust the periods between payments of (or advances on) the grant if it has reasons to do so based on the information provided.

3.4.3 Adjustments between budget items

1. Adjustments between the budget items for personnel and materials require NWO's consent unless other arrangements have been made in advance (e.g. in the Brochure or the Grant Award Decision).
2. Adjustments between Material Costs items of up to 20% of the total materials budget do not require NWO's prior consent. This is on condition that any adjustment does not exceed the total materials budget and that adjustments to the budget benefit the Research project and the use of the funding can be accounted for.

3.4.4 Admission of Private Co-Funders to Users' Committees

1. In the case of applied Research, a Private Co-Funder may be admitted to a Users' Committee while the Research is being carried out.
2. NWO and the Beneficiary/Beneficiaries will discuss and agree the value of the contribution(s) to be provided by the Private Co-Funder, with due observance of Article 3.2.4. If a consortium agreement has been concluded, it will be amended accordingly, regard being had to Article 4.2.4.
3. The Private Co-Funder will become a member of the Users' Committee.
4. The Brochure may attach further conditions to the Private Co-Funder's admission to the Users' Committee.

3.4.5 Withdrawal or alteration of a grant award

1. Until the amount of a grant has been determined, NWO may withdraw the award of a grant or reduce the amount awarded to a Beneficiary if:
 - a. the activities for which the grant has been awarded have not been or will not be carried out, or have not been or will not be carried out in full;
 - b. the Beneficiary has not fulfilled the obligations attached to the grant;
 - c. the Beneficiary has provided incorrect or incomplete data and the provision of correct or complete data would have resulted in a different decision on the application for a grant;
 - d. the award of the grant was incorrect for other reasons and the Beneficiary knew or ought to have known that, or
 - e. the condition that sufficient funds are made available is invoked pursuant to section 4:34(5) Awb.
2. The situations referred to in paragraph 1 apply if, *inter alia*:

- the funds have not been spent and/or are being spent for a purpose other than that for which they were intended or cannot be accounted for in some other way;
- in the event of altered circumstances, as referred to in article 3.4, on which NWO and the Beneficiary are unable to reach agreement (e.g. with regard to the amendment of a project plan and/or replacement of the Project Manager, or termination of the Project Manager's employment relationship with the Beneficiary);
- the project does not commence within the period set by the Grant Award Decision;
- if (in the situation in which establishing a Users' Committee is a condition for awarding the grant) there is no Users' Committee or a Users' Committee cannot be established;
- if (where co-funding is being provided) the co-funder has been declared bankrupt or insolvent or there are other reasons why his co-funding does not provide a contribution (or no longer provides a contribution) and no other co-funder can be found to provide co-funding within a reasonable period.

3.5 End

3.5.1 Duration of the project and end of project activities

1. The maximum duration of a project is six years. The Brochure may stipulate a different maximum duration.
2. Project activities must be terminated at the end of the term of the project. The Project Manager ensures that the project is completed successfully within the applicable term.

3.5.2 Setting the amount of a grant

1. a. If a decision to award a grant has been given, NWO will determine the amount of the grant in accordance with the grant award.
b. A lower amount may be determined, or the amount may be set at nil, if:
 - the activities for which a grant has been awarded have not taken place or not taken place in their entirety;
 - the Beneficiary has not fulfilled the obligations attached to the grant;
 - the Beneficiary has provided incorrect or incomplete data and the provision of correct or complete data would have resulted in a different decision on the application for a grant;
 - or
 - the award of the grant was incorrect for other reasons and the Beneficiary knew or ought to have known that.
2. When the grant amount is decided definitively, three categories will be distinguished:
 - a. if the budget submitted in advance proves not to be realistic (and the grant does not amount to more than EUR 50,000), the Beneficiary must, within 13 weeks after the project ends, demonstrate the total amount of the costs that qualify for a grant, including his own contribution and any contributions by third parties;

- b. for grants of up to EUR 125,000, the Beneficiary must, within 13 weeks after the project ends, demonstrate that the project has in fact been carried out and that the grant conditions have been fulfilled;
 - c. for grants exceeding EUR 125,000, the Beneficiary must, within 13 weeks after the project ends, submit final reports with regard to both the substance and the financial aspects of the project. These reports are to be signed by both the Project Manager and the Beneficiary.
3. NWO issues guidelines in advance indicating how the information and reports referred to above should be submitted or demonstrated.
4. The financial final report is in accordance with the budget that was submitted to and approved by NWO. It will in any case include the requisite data on the scope and term of appointment of personnel appointed for the project, as well as a statement of the Material Costs to be reimbursed.
5. In principle, there will be no financial final settlement of any Bench Fee that has been awarded.
6. Within 13 weeks after receiving the final report, NWO will issue a decision on the final amount of the grant. NWO may, stating reasons, postpone this Grant Amount Decision until a date to be determined later.
7. If the final report is not submitted on time, or it is submitted incompletely, NWO may suspend payment of the outstanding remainder of the grant. If NWO is still unable to make a Grant Amount Decision six months after the project ends due to the fact that no final report (or adequate final report) has been submitted, NWO will equate this situation with the rejection of the final report.
8. NWO may withdraw its Grant Amount Decision or adjust the amount of grant awarded to the grantee:
 - a. on the basis of facts or circumstances that it could not reasonably have been aware of when it determined the amount of the grant, and on the basis of which the amount of the grant would have been less than the grant award;
 - b. if the grant amount was incorrect and the Beneficiary knew or ought to have known that, or
 - c. if, after the amount of the grant is determined, the Beneficiary did not fulfil the obligations attached to the grant.
9. Such withdrawal or adjustment will be retroactive to the date on which the grant amount was determined, unless determined otherwise upon the withdrawal or adjustment.
10. The part of the grant which was specifically intended for a co-Beneficiary and which has been withdrawn will be refunded by the main Beneficiary who will have a right of recourse against the co-Beneficiary concerned. NWO may also reclaim the relevant part of the grant directly from the co-Beneficiary.

3.5.3 Check on lawful use of grant funds

1. NWO obliges Beneficiaries to provide an audit opinion in the following cases:
 - a. if the Audit Protocol for the Education Sector adopted by the Ministries of Education, Culture and Science and of Economic Affairs does not apply to Beneficiaries. The basic premise in this regard is that, in principle, an audit opinion is only required for grants in excess of EUR 125,000, and/or
 - b. if NWO itself is bound by a specific condition to submit an audit opinion with regard to funds it has received from public co-funders for the Grant Instrument under which the Beneficiary receives a grant.
2. Up to two years after the date on which grant amount is determined (or, if applicable: the date on which the final account is paid), NWO is entitled to check any and all Beneficiaries to verify the lawfulness of their use of NWO funds and the carrying out of the project in accordance with the applicable grant provisions and any other pre-conditions.
3. In carrying out this check, NWO may engage the assistance of third parties (or their employees) and, where necessary, request additional information about the project. Where applicable, such information must be supplied in the format requested by NWO within a reasonable period, to be determined by NWO.
4. In the case of an on-site check, the Beneficiary must grant access to the site where the check is to be carried out.
5. The Beneficiary will receive a report of findings and information about any measures NWO considers necessary or will carry out based on the check that has been carried out.

4. Publication and utilisation

4.1 Publications

4.1.1 Access to Project Results and time of Publication

1. Project Results are published as soon as possible. Having regard to the expected exploitation rights, the Project Manager or the Beneficiary may postpone Publication of Project Results for up to nine months after they have been determined, unless the Brochure provides otherwise (in accordance with Article 3.3.4 paragraph 1).
2. As soon as they are published, the Project Results should be immediately subject to Open Access to ensure their optimum dissemination or application. Copyrights may only be transferred to third parties to the extent that this does not obstruct the possibility of their Publication under Open Access.
3. If the project is carried out, or carried out in part, by persons who do not have an employment contract with the Knowledge Institute concerned, the Project Manager or the main Beneficiary will ensure that any copyrights and IP Rights vested in such persons will not obstruct Publication of the Project Results.
4. NWO may claim the requisite copyrights to the Project Results if NWO itself publishes the results in question.
5. Project Participants may make results, that are not eligible for Publication and the protection of IP Rights, available confidentially, to the other parties concerned (including any Users) as knowhow.

4.1.2 Databases

1. Data collected during the project must be documented properly and accessibly and saved primarily for purposes of further scientific Research. As regards databases, NWO and the Beneficiary where the Research is carried out are together regarded as the “producer of the database” within the meaning of the Dutch Databases (Legal Protection) Act (*Databankenwet*).
2. The Beneficiary where the Research is carried out, who can also be regarded as the producer of a database and, where applicable, the copyright owner as well, grants permission to NWO:
 - to attach further conditions to the copyrights and extraction rights to the databases with a view to promoting the knowledge transfer of the Research results;
 - to issue further instructions about the way in which the databases must be made available for use for purposes of further scientific Research.

4.1.3 Publication procedure

1. The Project Manager (or sub-Project Manager) ensures Publication of the results unless this does not serve any public purpose.

2. Project Participants and the Users' Committee, if there is one, may discuss and agree arrangements about the publication procedure.
3. When publishing Project Results, the fact that NWO has provided a grant will be stated along with the NWO project number and the Grant Instrument of which the project forms part. The now logo will be displayed. If applicable, NWO's formal appellation in the language concerned will be used (see the definitions).

4.2 Utilisation

4.2.1 General

1. The Project Participants endeavour to utilise the results adequately and effectively both during and after the end of the project.
2. An agreement, including any agreement as referred to in Article 1.2 paragraph 3, sets out arrangements about the rights to the Project Results, with due observance of the provisions of the other paragraphs of this article.
3. If the project is carried out, or carried out in part, by persons who do not have an employment contract with the Knowledge Institute concerned, the Project Manager or the Beneficiary (or main Beneficiary) will ensure that any IP Rights vested in such persons will not obstruct the utilisation of the Project Results.
4. Arrangements made by parties with regard to utilisation must meet the requirements of the regime that applies to state aid.¹ If and to the extent that the arrangements made conflict with the state aid regime, the parties will consult with each other as soon as possible to adjust the arrangements in accordance with the requirements of that regime, thereby ensuring that the new arrangements coincide as closely as possible with the original ones.
5. While the project is being carried out, Project Results are at the free disposal of all Project Participants for the purpose of carrying out or further carrying out the project.
6. If a Project Participant and/or the Users' Committee considers that there are patentable results, this party/these parties will notify the other parties concerned before filing a patent application.
7. For every licence (right of use), the licensee is bound by a best-efforts obligation to commercialise or apply the Project Results and to report on those efforts. This best-efforts obligation to commercialise the Project Results applies correspondingly to any party to whom a patent on the Project Results is transferred.

¹ Currently, in particular, the EU General Group Exemption Regulation [GGER 651/2014], specifically section 4 entitled "Aid for research and development and innovation", and the Framework for State aid for research and development and innovation [2014/C 198/01].

8. Beneficiaries always retain the right to use the Research results for Research and education.
9. Users will not hold NWO and the Beneficiary/Beneficiaries liable for damage as a result of using the Project Results, and they indemnify NWO and the Beneficiary/Beneficiaries against any liability claim by third parties.
10. Where relevant, a Grant Amount Decision as referred to in Article 3.5.2 may determine the date up to which the Project Manager and the Beneficiary/Beneficiaries must continue to report to NWO on the utilisation of the Project Results.
11. Without obtaining each other's prior written consent, the Project Manager (or sub-Project Manager) and NWO will not make any arrangements with a User or third party about the results, such as arrangements whereby a third party acquires ownership or user rights to results, or arrangements regarding the confidentiality of results, or about conditions that are to be attached to a Publication.

4.2.2 IP Rights to a project carried out abroad under the responsibility of a foreign Knowledge Institute

If and to the extent that the project is carried out abroad under the responsibility of a Knowledge Institute that is based abroad, that Knowledge Institute may apply the prevailing IP legislation in the country in which the Research is being carried out, provided that, compared to Dutch IP legislation, that IP legislation does not adversely affect the Dutch party/parties and/or the Research results concerned.

4.2.3 Background knowledge needed to utilise Project Results

1. If background knowledge, as referred to in Article 3.2.5, is needed for the (commercial) exploitation or the utilisation of the Project Results, the party holding the rights to that background knowledge will, on conditions to be agreed, grant the right of use concerned to the other Project Participants and any Users. These conditions will be reasonable or on market terms.
2. The rights holder warrants to the Project Participants that he has the right of use. If and to the extent that there are any restrictions on the exercise of this right of use, the rights holder will provide the other Project Participants with all the requisite, relevant knowledge in that regard. The commercial interests of the rights holder will not be unreasonably harmed by the Project Participants' exercise of this right of use.

4.2.4 IP Rights to results

1. The Brochure stipulates who is in charge of apportioning the IP Rights to the Project Results: NWO or the Project Manager (or sub-Project Manager).
2. If NWO is in charge of this, as referred to in paragraph 1, the IP Rights to the results will be vested jointly in NWO and the Beneficiary whose employee has generated the results

- concerned. Arrangements in this regard will be included in a separate agreement. NWO may set further rules for this in the Brochure.
3. If the Project Manager is in charge, as referred to in paragraph 1, the parties concerned will set out in the consortium agreement the manner in which the IP Rights to the Project Results are to be apportioned between the Project Participants and (where applicable) the Users. In that regard they will choose between the two following models:
 - i. the apportionment of the IP Rights to the results will appropriately reflect the work packages, contributions and respective interests of the Project Participants and any Users;
 - ii. the IP Rights will be vested in the employer of the researcher who has made the invention.
 - The parties to the consortium agreement may at a later date agree that the IP Rights thus acquired by the employer in question will be transferred, wholly or in part, to a private party, with one of the Project Participants or Users being given priority;
 - if the invention is jointly made by researchers employed by different employers and the share contributed by each of the various researchers cannot be determined exactly, the IP Rights will be jointly vested in those employers.
 4. In the Brochure, NWO may stipulate one of the models referred to in paragraph 3 as a condition. In that case, the parties to the consortium agreement will not be entitled to choose between those models.
 5. Private Co-Funders may, as set out below, acquire rights to the Project Results *pro rata* to their contribution to the entire approved project budget, unless an appropriate reflection justifies deviating from this:
 - i. if the value of the private co-funding does not exceed 10% (arithmetically rounded off to a whole number), the Private Co-Funder concerned will not acquire any rights to the results of the party carrying out the Research. The Private Co-Funder may use results generated during the Research, royalty free, solely for internal use;
 - ii. if the value of the private co-funding is at least 11% but not more than 30% (arithmetically rounded off to a whole number), the Private Co-Funder will, in addition to the right referred to in i, acquire an option to obtain a licence or transfer of the Project Results which the Knowledge Institute and possibly NWO will own (or co-own). If this option is exercised, a market price minus the private contribution must be paid for the transfer or acquisition of an exclusive or non-exclusive licence. If several Users qualify for an option, the areas of application will be determined. If this is not possible, the contributing Users will together have an option to obtain a semi-exclusive licence. If an employee of a Private Co-Funder is the co-inventor of a patent to a result, that Private Co-Funder will also acquire an option to a non-exclusive, royalty-free, non-transferrable right to use that patent for up to 30 months.

- iii. if the value of the Private Co-Funding is 31% or more, the Private Co-Funder will, in addition to the option referred to in ii, acquire an option to a non-exclusive, royalty-free commercial right of use.
- 6. In an agreement each of the Private Co-Funders will be assigned to one of the categories listed in paragraph 5. The value of the contribution(s) made will be determined on the basis of the system described in Article 3.2.4.
- 7. The Brochure may impose further limitations on the periods within which Private Co-Funders may exercise the options referred to in paragraph 5.
- 8. The starting point for transferring rights to Project Results is that the payment to be made for them, less the private contribution, will be on market terms. IP Rights may only be transferred to third parties to the extent that this does not disproportionately harm the interests of any Private Co-Funders.

5. General

5.1 Definitions

Agreement The Agreement for Covering Costs of Scientific Research Agreement (*Akkoord Bekostiging Wetenschappelijk Onderzoek*). The text of the Agreement is annexed to these rules and is posted on the NWO website [in Dutch].

Applicant The person or the institute that applies for a grant [see Article 1.1].

Assessment Committee A committee as referred to in Article 6.1 of the applicable domain rules, which is responsible for issuing advice on the grant applications that have been submitted.

Bench Fee Personal funds that are to be made available for the yet to be appointed doctoral students and senior scientific employees in the amount of EUR 5,000 per full-time appointment. The Bench Fee is intended to stimulate the scientific career of the project employees funded by NWO; these can be used to defray *inter alia* expenses for taking a doctorate and visits to conferences (including foreign ones). The entire Bench Fee is at the disposal of the Project Manager for the benefit of the funded project employee(s), in accordance with the rules that apply to the institute in question.

Beneficiary The Knowledge Institute to which the grant amount will be paid; alternatively, it will be paid in part via the main Beneficiary who is also the Coordinator.

Brochure The Brochure sets out the specific conditions of a Grant Instrument, as referred to in Article 2.1.2. This is also referred to as a Call for Proposal.

Commencement Date The date that the Project Manager makes the first expenditure of funds that have been awarded for the project, or the date that the first personnel are appointed for the project.

Coordinator The main Beneficiary to whom the grant has been awarded and to whom NWO pays the grant amount. Payment via the Coordinator is deemed to be payment to the grant recipient(s).

Grant Amount Decision A decision by NWO, as referred to in Article 2.5.2, definitively determining the amount of the grant to be provided to the Beneficiary/Beneficiaries; this amount forms the basis for the final settlement.

Grant Award Decision A decision by NWO, as referred to in Article 2.3.1, awarding a grant to the Beneficiary/Beneficiaries to carry out a project.

Grant Instrument An instrument which is the result of NWO grant policy and which has been established as an entirety of rules under which a certain amount of grant resources may be made available for the research field in question.

Invention Disclosure Form A standard form issued by NWO containing all the relevant information about an invention on the basis of which its patentability and utilisation can be determined.

Investments All research resources that are used for the project which, after the project, have economic value or can be re-used. This means equipment, software with residual value, infrastructure etc.

IP Rights All rights to intellectual property, not including copyrights.

Knowledge Institute See Article 1.1, paragraphs 1-3.

Material Costs Project-specific costs of *inter alia* consumables, materials, small instruments and research tools which have no further economic value after being used, including certain software. These include national and international travel and accommodation costs.

NWO The Netherlands Organisation for Scientific Research, including its domains. In these grant rules, NWO is used to refer to the organisation itself as well as the officer who, on the basis of the applicable Authorisation Rules, is authorised to represent NWO or to make the relevant decision.

NWO's formal appellations in other languages are as follows:

- (English): Netherlands Organisation for Scientific Research;
- (French): Organisation Néerlandaise pour la Recherche Scientifique;
- (German): Niederländische Organisation für wissenschaftliche Forschung;
- (Italian): Organizzazione nazionale olandese per la ricerca scientifica;
- (Spanish): Organización neerlandesa de investigaciones científicas.

Open Access Free access for everyone without any embargo period, as referred to in NWO's Open Access policy which is published on the NWO website.

Panel A committee, as referred to in Article 6.1 of the applicable domain rules, which is responsible for issuing advice on the grant applications that have been submitted.

Private Co-Funder A party who contributes to a project in cash and/or in kind without being the main Applicant or co-Applicant. Bodies governed by public law may also act as Private Co-Funders.

Project Manager The person employed by the Knowledge Institute who is the main Beneficiary and who bears the substantive and financial ultimate responsibility for the project.

Project Participant A Beneficiary or a co-funder who participates in carrying out a project.

Project Results All inventions, results, materials, methods, processes, products, programmes, software, findings or discoveries that are generated within a project.

Publication Disclosure of project results, in any manner or by any method whatsoever, excluding any disclosure resulting from an application for a patent on the results.

Research Where relevant, these grant rules distinguish between applied research (i.e. industrial research and/or experimental development) and fundamental research:

- **Fundamental Research:** as referred to in the EU General Block Exemption Regulation, i.e. experimental or theoretical work undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, without any direct commercial application or use in view;
- **Industrial Research:** as referred to in the EU General Block Exemption Regulation, i.e. planned research or critical investigation aimed at the acquisition of new knowledge and skills for developing new products, processes or services or for bringing about a significant improvement in existing products, processes or services. It comprises the creation of component parts of complex systems, and may include the construction of prototypes in a laboratory environment or in an environment with simulated interfaces to existing systems as well as of pilot lines, when necessary for the industrial research and notably for generic technology validation.
- **Experimental Development:** as referred to in the EU General Block Exemption Regulation, i.e. acquiring, combining, shaping and using existing scientific, technological, business and other relevant knowledge and skills with the aim of developing new or improved products, processes or services. This may also include, for example, activities aiming at the conceptual definition, planning and documentation of new products, processes or services;
 - Experimental development may comprise prototyping, demonstrating, piloting, testing and validation of new or improved products, processes or services in environments representative of real life operating conditions where the primary objective is to make further technical improvements on products, processes or services that are not substantially set. This may include the development of a commercially usable prototype or pilot which is necessarily the final commercial product and which is too expensive to produce for it to be used only for demonstration and validation purposes.
 - Experimental development does not include routine or periodic changes made to existing products, production lines, manufacturing processes, services and other operations in progress, even if those changes may represent improvements.
- **Applied Research,** as referred to in the Framework for State aid for research and development and innovation, i.e. industrial research, experimental development, or a combination of both.

Tenure Track Appointment An appointment of an experienced scientific researcher with the prospect of fixed employment and, in due course, a professorship. A Tenure Track Appointment must be documented in writing and funded from the research institute's structural resources. This must be demonstrated by a written statement issued by the university.

User A member of the Users' Committee, as referred to in Article 3.3.2a.

Users' Committee A committee established by NWO, the chief responsibility of which is to advise the Project Manager on setting up the project with the aim of maximizing its utilisation possibilities.

5.2 Legal basis and context

1. These rules contain guidelines (as referred to in section 6(4) of the Act) for decisions on grants made by the executive board or by mandate on behalf of the executive board.
2. These rules are the NWO grant rules as referred to in Rule 2.2(1)(e) of the Executive Board Rules (*Bestuursreglement*) and Rule 3.1(1) of the Authorisation Rules (*Bevoegdhedenregeling*).
3. These rules were adopted by the executive board on 26 April 2017.
4. The following laws and regulations also apply to grants awarded by or on behalf of the executive board:
 - a. the Dutch General Administrative Law Act ("**Awb**") (in particular, Title 4.2 Awb);
 - b. the applicable "Instructions for awarding grants" (adopted by the Minister of General Affairs);
 - c. the applicable Audit Protocol for the Education Sector adopted by the Ministries of Education, Culture and Science and of Economic Affairs (*onderwijscontroleprofiel OCW/EZ*);
 - d. the applicable Netherlands Code of Conduct for Academic Practice (*Nederlandse Gedragscode Wetenschapsbeoefening VSNU*).

Where necessary, these grant rules are in line with the laws and regulations listed above. Therefore, in principle, it is not necessary to consult those laws and regulations separately unless these rules explicitly refer to them. If and to the extent that these grant rules deviate from aspects of the aforementioned laws and regulations which may not be deviated from, the relevant aspects of those laws and regulations will prevail over these grant rules.

5.3 Short title and entry into force

These rules may be referred to as the "NWO Grant Rules 2017". They will enter into force after being published in the Netherlands Government Gazette (*Staatscourant*), and they are retroactive to 1 May 2017.

5.4 Revocation of old rules / old general terms and conditions

The "NWO Grant Rules" of 1 December 2015 and the "STW General Terms and Conditions", also of 1 December 2015, and the further conditions that are based on them (as, for example, included in the "programme brochures") will cease to have effect as soon as these rules enter into force. This means that solely these rules will apply to new Brochures adopted from 1 May 2017 (as well as any decisions based upon them). Brochures adopted *before* that date (as well as any decisions based upon them) will continue to be governed by the grant conditions that applied to them when they were adopted.

The Dutch text of these grant rules is the authentic text and it prevails over any translations of them.