



Enabling new technology

# Conditions

## 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:

1. General conditions: these conditions under which STW grants the funding.
2. Beneficiary: a legal person who receives funding from STW.
3. Statement: financial state of the project at a given moment.
4. Co-funding: a contribution in cash or in kind pledged to the project in writing and unconditionally by a user.
5. Sub-project leader: the person with ultimate responsibility for the content and conduct of part of a project. The obligations stated in these general conditions for a project leader also apply to the sub-project leader unless explicitly stated otherwise.
6. Termination date: the date on which the last temporary personnel appointment (funded by STW) to the project ends.
7. Funding: a financial contribution from STW to the costs of a project.
8. Grant decision: STW's decision to award the (un)conditional funding.
9. Funding agreement: the agreement of the beneficiary/project leader with the general and specific conditions.
10. Users: natural persons or legal persons who are able to apply the results.
11. User Committee: a committee set up by STW consisting of users, the project leader, sub-project leaders, researchers appointed temporarily to the project, other researchers and an STW representative.
12. Investments: durable goods on which economic value is depreciated.
13. Invention disclosure form: collection of information about an invention used as a basis for determining the patentability and utilisation of the invention.
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.
15. Option: the right to obtain ownership of or a license to the results.
16. PIF: personnel information form.
17. Project: research which has been awarded funding by STW.
18. Project plan: the description of the project.
19. Project leader: the person with ultimate responsibility for the content and realisation of a project as referred to in the project plan.
20. Publication: the disclosure of results by any means, except for disclosure resulting from patents or patent applications on results.
21. Results: all inventions, results, materials, methods, processes, products, programmes, software, findings or discoveries generated within a project, and the intellectual property rights thereto.
22. Specific conditions: conditions applied by STW in the funding agreement in relation to the funding, in addition to these general conditions.
23. Starting date: the date on which the project leader undertook an initial expenditure of allocated funding or the date of the first appointment of personnel and, after permission from STW, when the conditions under the funding agreement are fulfilled.
24. STW: abbreviation for 'Stichting voor de Technische Wetenschappen' (legally registered name) or for 'Technologiestichting STW' or 'Technology Foundation STW'.
25. Continuation application: the project leader's request to STW to allocate the funds reserved for continuation at the time of the award.

26. Utilisation: The set of activities aimed at maximising the possibility of research results being applied by third parties.

## 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 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 in accordance with criteria and standards applicable to scientific and/or technological research. The project leader and beneficiary are responsible for the selection and appointment of personnel with appropriate qualifications.
4. The project leader conducts the project as of the starting date and completes the project within six years after the starting date. A project may commence when the specific conditions have been fulfilled and the funding agreement signed by the beneficiary and the project leader has been received by STW. The starting date will be within twelve months of the date of the grant decision, unless STW gives written permission for a later starting date.
5. If the project is conducted by more than one beneficiary, the project leader designates a sub-project leader for each beneficiary at the start of the project. The beneficiaries are jointly and severally responsible for the execution of the entire project.
6. In the execution of the project, the project leader will comply with all applicable legislation and will behave in an ethically acceptable manner as expected in scientific and/or technological research.
7. In procuring 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 execution 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 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. 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 two months of the termination date, the project leader sends to STW the completed final forms provided by STW.

## Part 2 - Funding and payment

### Article 4

#### Costs eligible for funding

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

## Article 5 Payment

1. Only costs for which funding has been awarded in the grant decision can be declared.
2. STW allocates the funding conditionally on award as follows:
  - for material, travel and investments, funding is allocated for the first two years after the starting date;
  - for personnel positions, funding is allocated for the first three years after the starting date;
  - the remaining funding is allocated in the event of a positive decision from STW on the continuation of the project.
3. For personnel positions, the beneficiary submits a PIF form to STW. STW only transfers funding for personnel positions for which a correctly completed PIF form has been received.
4. STW pays the funding to the beneficiary after the beneficiary/project leader has submitted a declaration in this respect. The beneficiary/project leader submits the declaration to STW within one month 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 pays directly to the supplier of the material and investments in question. STW pays invoices only if they have been signed by a person established as an authorised signatory on the project by means of the authorised signatory form issued as an appendix to the grant decision.
6. The beneficiary/project leader declares travel expenses by means of a statement accompanied by all original documentary evidence.
7. The beneficiary/project leader sends the final declarations to STW within three months 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. 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 shall be deducted from the cost price and the cost price shall 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, and the contributions of each of the beneficiaries involved are inseparable, 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. At STW's request, the project leader then completes an invention disclosure form. Based on the invention disclosure form, STW and the beneficiary jointly decide, preferably after consulting the users, whether the results will be patented and they make more detailed written arrangements in this respect.
4. The beneficiary/project leader will lend all necessary support that reasonably may be expected to the process of applying for a patent on results during the project and after its termination date.

### 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. The beneficiary, project leader and STW shall in order to promote the utilisation of the results, regularly consult about the process and the content. Principles of the cooperation between the beneficiary and STW are taking full advantage of mutual expertise and existing capacity in mutual trust and respecting each other's policy.
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 and co-funding allocated to the project as substantial.
3. 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 takes place within 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 without restriction 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 to operate

1. The beneficiary/project leader and STW will refrain from entering into any arrangement with a third party regarding the results without prior written permission from each other, such as arrangements:
  - whereby the third party acquires property rights or user rights to results;
  - regarding confidentiality of results;
  - regarding conditions imposed on a publication.
2. The project leader will refrain from the following for the benefit of the project without prior written permission from STW:
  - using materials or confidential information from a third party or
  - commissioning work by a third party which has no employment relationship with the beneficiary.
3. 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 ensure to the best of their knowledge that the information in the project plan with regard to contracts with third parties and patents is correct to the best of the project leader's knowledge.

### Article 10

#### Confidentiality and publication

1. 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.

The beneficiary ensures that adequate confidentiality is guaranteed in the appointment of personnel working on the project.
2. The project leader submits a proposed publication to STW at least thirty days before its intended disclosure.
3. STW then submits the publication to the users in the users committee, asking them to inform STW within 14 days whether, in their opinion, the publication contains a patentable invention and/or whether there are utilisation opportunities.
4. Within thirty days after the publication has been submitted to STW, STW informs the project leader in writing whether there are any objections to the publication. If no objections have been raised before that deadline, the project leader may disclose the publication. STW may decide to suspend the publication for up nine months if any objections are raised. STW takes this decision following consultation with the project leader.
5. STW and the beneficiary may jointly 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 concerning publication takes precedence.
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 part of the Netherlands Organisation for Scientific Research (NWO), and which is partly funded by Ministry of Economic Affairs."

and, for Dutch publications:



“Dit onderzoek is medegefinancierd door Technologiestichting STW, die onderdeel is van de Nederlandse Organisatie voor Wetenschappelijk Onderzoek (NWO) en deels gefinancierd wordt door het Ministerie van Economische Zaken.”

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

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

## Part 4 - 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 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 or no longer contributes its co-funding for any other reason;
  - in a situation as referred to under 12.4.
3. STW may re-claim the funding provided if it emerges during the project or following a control that:
  - the project leader or beneficiary is acting contrary to these general conditions, the grant decision and/or the funding agreement;
  - the project leader is not conducting the project in accordance with the approved project plan;
  - the beneficiary or project leader has provided incorrect or incomplete information;
  - the beneficiary/project leader is receiving funds from a source other than STW for the research in the project.
4. Within three months after receipt of the final report, STW determines the funding.

### Article 13

#### Controls

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

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

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

#### Article 14

### Indemnity and liability

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.

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

#### 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 [www.stw.nl](http://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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