



GRANT AGREEMENT FOR PPP ALLOWANCE
FOR CARDIOVASCULAR RESEARCH IN THE NETHERLANDS
RESEARCH PROJECT '[name]:'
WITH NUMBER [number]

1. The foundation, the Dutch Heart foundation, incorporated under Dutch law, with its registered office in The Hague, represented here by its director, Mr. F. Italianer, in accordance with article 11 paragraph 1 of its statutes, hereafter referred to as: the "**Hartstichting**";
2. **[Research Organisation]**, incorporated under Dutch law, with its registered office in [place], represented here by [function & name], hereinafter referred to as "**Subsidy Recipient**".
3. **[Research Organisation]**, incorporated under Dutch law, with its registered office in [place], represented here by [function & name], hereinafter referred to as "**Institution 1**".
4. **[Research Organisation]**, incorporated under Dutch law, with its registered office in [place], represented here by [function & name], hereinafter referred to as "**Institution 2**".
5. **[Company]**, incorporated under [nationality] law, with its registered office in [place, country], represented here by [function & name], hereinafter referred to as the "**Company 1**";
6. **[Company]**, incorporated under [nationality] law, with its registered office in [place, country], represented here by [function & name], hereinafter referred to as the "**Company 2**";

Each of the parties under 1 through 6 hereinafter also referred as "a **Party**" and together as "the **Parties**". The parties 2 through 6 hereinafter also referred to as "the **Participant**" respectively together: "the **Participants**".

WHEREAS:

- A. The Dutch Top Sector Life Sciences and Health ('Topconsortium voor Kennis en Innovatie' or 'TKI' Life Sciences and Health) is represented by Stichting LSH-TKI, tasked by the Dutch government to promote and stimulate new public-private partnerships to undertake research and development projects in the life sciences;
- B. To promote such partnerships, the Minister of Economic Affairs has allocated certain funds to Stichting LSH-TKI through the Netherlands Enterprise Agency ('RVO') to be granted to projects under the TKI-programme Life Sciences & Health;
- C. Within the scope of the TKI-programme Life Sciences & Health, and in response to the Hartstichting PPP-call 'PPP-program', the Participants have submitted an application with the title: "**title**" as described in the full application (the "**Project Application**") and the budget sheet (the "**Budget**") as attached to this Agreement as Annex 1 and Annex 2 respectively;
- D. The Participants further have agreed upon an intra consortium agreement between them on (the "**ICA**") as attached to this Agreement as Annex 3, to allocate their rights and obligations inter se in respect of carrying out of the Project (as defined below).
- E. Hartstichting has approved the Project Application, the Budget and ICA and hereby grants the Participants an allowance under the subsidy (the "**PPP Allowance**"), and the Participants accept the PPP Allowance subject to the conditions of the PPP Allowance Regulation (as defined below) and the terms and conditions of this Grant Agreement, all in accordance with section 4:36 General Administrative Law Act ('Algemene wet bestuursrecht').
- F. Hartstichting wishes to apply the PPP Allowance to provide financial support to "**[project title]**" in performing the Research Project subject to the conditions of the decision to allocate PPP



allowance programme 2019 by Stichting LSH-TKI, and the PPP Allowance Regulation (all as defined below) and on the terms and conditions set out in this Agreement.

THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1. Definitions

- 1.1. **Budget:** the budget submitted by Participants to Hartstichting in the Budget Form providing an estimate of the total cost to carry out the Project Application calculated in accordance with the Financial Guidelines and including an overview of the contributions of each Participant to the Project. The Budget is attached to this Agreement as Annex 2;
- 1.2. **Completion Date:** the date of receipt of the final report as referred to under Section 6.1 (ii) by Hartstichting.
- 1.3. **CSQ:** Committee Societal Quality. It advises the Hartstichting about the following matters: societal quality of the submitted project proposals, the midterm report and the final report.
- 1.4. **Financial Guidelines:** the guidelines as set forth by RVO, based on the 'Kaderbesluit EZ subsidies', which apply to this Project. (<http://wetten.overheid.nl/BWBR0024796/2016-07-01>)
- 1.5. **Grant Agreement:** this PPP Allowance Agreement including its annexes and any amendments hereto;
- 1.6. **ICA:** the intra consortium agreement signed between the Participants allocating the rights and obligations inter se in respect of carrying out of the Project. The ICA is attached to this Grant Agreement as Annex 3;
- 1.7. **ISAC:** International Scientific Advisory Committee. It advises the Hartstichting about the following matters: the submitted project proposals, the midterm report and the final report.
- 1.8. **Participants:** the participants in the Research Project as set out in the Project Application.
- 1.9. **Project Application:** the research (and development) project submitted to Hartstichting in the Application form [project title] providing a list of the Participants, a summary of the Project and details on the start date and duration of the Project. The Project Application is attached to this Grant Agreement as Annex 1;
- 1.10. **PPP Allowance:** means the PPP Allowance under the TKI -program Life Sciences & Health allocated by Stichting LSH-TKI to Hartstichting, in accordance with the PPP Allowance Regulation;
- 1.11. **PPP Allowance Regulation:** means the Dutch regulation of the Minister of Economic Affairs of July 11, 2014, published in the Staatscourant 2014, nr. 20679 including any legislative instruments superseding, amending, or replacing this regulation ('Regeling nationale EZ-subsidies') and the corresponding legislation, including but not limited to the Dutch decision of the Minister of Economic Affairs of November 21, 2008 published in the Staatscourant 2008, nr. 499, ('Kaderbesluit nationale EZ-subsidies') including any legislative instruments superseding, amending, or replacing this decision.
- 1.12. **Researchers:** the Research Leaders, principal investigators and other researchers involved in the Research Project.
- 1.13. **Research Leader: the applicant as mentioned in the Project Application.** The Participant who, in addition to its obligations as a Participant, is obliged to carry out the specific coordination tasks provided in the Research Project on behalf of all Participants. The Research Leader [title & name] is responsible for conducting the Research Project and is employed by the Subsidy Recipient;
- 1.14. **Research Project:** the research (and development) project first set out in the Project Application and all work to be performed as part of the Project Application and further defined in the ICA, including the allocation of the work and Budget allocated to each specific Participant;



- 1.15. Words and phrases defined in the ICA and not defined in this Grant Agreement have the meaning given to them in the ICA when used in this Grant Agreement.

Article 2. General Terms

- 2.1. The Participants warrant that all other persons or entities involved in the Research Project shall comply with the obligations, requirements and conditions as laid down in this Grant Agreement. Such other persons or entities shall include all persons and entities that directly or indirectly contribute to the Research Project and all persons and entities that directly or indirectly make use of, continue to build on, or execute the exploitation of the research results, including specifically all (existing and yet to be established) companies, and researchers who work or will be working at the Participants (jointly hereafter: “**Involved Parties**”).
- 2.2. If there is any conflict between the terms of this Grant Agreement and the ICA, this Grant Agreement will prevail in relation to the arrangements as between the Parties, but it will not affect the Participants' respective obligations to each other under the ICA.
- 2.3. To the extent Involved Parties have not signed this Grant Agreement, the Participants shall ensure that all relevant obligations, requirements and conditions of this Grant Agreement will be imposed on such Involved Parties as binding obligations.
- 2.4. Violation of any of the obligations under this Grant Agreement by one or more of the Involved Parties shall also be considered a violation of this Grant Agreement by the Participants. Furthermore, the Participants indemnify the Hartstichting for all losses resulting from a breach by an Involved Party of any of the obligations under this Definitive Agreement.

Article 3. Grant of the PPP Allowance

- 3.1. Hartstichting hereby grants to the Participants collectively a PPP Allowance of maximum € (...) subject to the conditions of the decision to allocate PPP Allowance and the PPP Allowance Regulation and on the terms and conditions set out in this Grant Agreement.
- 3.2. Participants agree to use the PPP Allowance solely for the purpose of the Research Project in accordance with the Project Application, the Budget and the ICA and the conditions of this Grant Agreement. Parties acknowledge that the Project Application and/or the Budget and/or the ICA may change as result of the experimental nature of the Research Project.
- 3.3. A change to the Project Application and/or the Budget that affects the cost estimate for the Research Project cannot result in an increase of the PPP Allowance as granted to the Participants under Section 3.1 above. Subsequently, Hartstichting accepts no obligation to provide additional funding.
- 3.4. If a Participant breaches any of its obligations under the terms and conditions of this Grant Agreement, the PPP Allowance may be reduced or may lead to any of the other measures referred to under Clause 11.
- 3.5. The final amount of PPP Allowance shall depend on the actual extent to which the Research Project has been executed in accordance with the Project Application and with the conditions of the decision to allocate PPP Allowance, the PPP Allowance Regulation and this Grant Agreement. The Netherlands Enterprise Agency ('RVO') through Stichting LSH-TKI shall calculate the final amount of PPP Allowance after the Completion Date. Subsequently, the obligations of Hartstichting to provide the Funding hereunder will be adjusted accordingly. Hartstichting shall promptly inform the Participants in case of a decision by the Minister of Economic Affairs or by the Netherlands Enterprise Agency ('RVO') that may affect the Project and/or the calculation and determination of the final amount of PPP Allowance.

Article 4. The Research Project

- 4.1. The Participants shall execute the Research Project in accordance with the Project Application, the Budget and the ICA.



- 4.2. The Research Project shall start on [...] and shall end ultimately on [..].
- 4.3. Any changes to the Project Application, the Budget or the ICA shall require prior written consent by the Management Board (as defined in the ICA) as well as Hartstichting.

Article 5. Communication and Management

- 5.1. The Research Leader shall represent the Participants in all communication with Hartstichting, except as otherwise provided in this Grant Agreement.
- 5.2. Pursuant to the ICA, a Management Board has been made up of representatives of all Participants including the Research Leader. The Management Board shall convene every 6 (six) months by teleconference, video-conference or any other technology to discuss the Research Project. The Hartstichting will be permitted, but not obliged, to attend the meetings of the Management Board. The Research Leader shall inform Hartstichting of such meetings in writing at least fourteen (14) days before the day of the meeting, in order for a Hartstichting representative to participate in the meeting. Minutes of the meetings of the Management Board meeting will be made by the chair of the meeting and sent to each Party and Hartstichting after each meeting.

Article 6. PPP Obligations of the Research Leader and Participants

- 6.1. The Research Leader shall provide Hartstichting:
 - i. within 1 (one) month after the start of each calendar year, with a periodic report including an explanation of the work carried out by the Participants, an overview of the progress and the financial of the Research Project and explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and that actually carried out.
 - ii. within 1 (one) month upon completion of the Research Project, an integrated final report providing an overview of the progress and results of the entire Research Project and must be accompanied by an auditor's report if the PPP Allowance exceeds € 125.000,-. The auditor's report must be issued by a chartered accountant (RA) or an accountant-accounting consultant (AA). Guidelines and instructions will be provided well in advance. The PPP Allowance may not be used to cover audit costs.
- 6.2. All reports (regular and financial reports, including financial statements) must be submitted in the English language.
- 6.3. The Research Leader shall keep accounts of the contributions that are paid by each Participant and Hartstichting and any contributions that have been made in kind for the purpose of the Research Project.
- 6.4. The Research Leader shall further keep accounts of any and all cost (as defined in the Financial Guidelines) made by each Participant for the purpose of the Research Project. The accounts shall ensure the transparency and traceability of the costs.
- 6.5. The Research Leader shall initiate and enforce adequate management of the Research Project. The Research Leader may choose to delegate project management tasks to a professional (third) party, provided that all Participants agree herewith and are willing to bear the (extra) costs if applicable. The PPP Allowance may not be used for such costs or any other overhead costs.
- 6.6. The Research Leader shall be responsible for informing Hartstichting with regard to any actions by one or more of the Participants in respect of the results following from the Research Project outside the scope of the ICA (such as unauthorized publication and/or transfer).
- 6.7. The Research Leader shall be responsible for informing Hartstichting with regard to any event materially affecting or delaying the performance of the work under the Research Project.



- 6.8. The Participants hereby authorize the Research Leader to conduct all communication and correspondence with Hartstichting concerning this Research Project on their behalf.
- 6.9. Each Participant undertakes reasonable endeavours to perform and fulfil, promptly, actively and on time, all of its obligations with respect to the Research Project under this Grant Agreement.
- 6.10. The Participants have full responsibility for performing the work under the Research Project and complying with the Grant Agreement. Each Participant is solely liable for its own actions with regard to the execution of the Research Project. If a Participant fails to perform its part of the Research Project, the other Participants become responsible for performing this part of the Research Project and shall receive that Participants share of the PPP Allowance (without being entitled to any additional PPP Allowance exceeding the amount as mentioned in Article 2.1), unless the Hartstichting expressly relieves them of this obligation. Due to the way in which this Research Project is organized, the Hartstichting is aware and acknowledges that it is not possible for the participating Companies to perform any part of the work of the Subsidy Recipient or an Institution. Therefore, the Hartstichting will always expressly relieves a Company from any of such obligation.
- 6.11. Each Participant agrees to keep an accurate and up-to-date time registration in respect of the work performed under or in connection with the Research Project. Following this obligation, each Participant shall provide to the Research Leader an annual progress report of the work performed under the Research Project and its financial contribution or contribution in kind to the Research Project in order to allow the Research Leader to provide Hartstichting with the reports required under Section 6.1. In case the Research Project runs 18 months or less, only a final report is required.
- 6.12. Each Participant must ensure open access (free of charge, online access for any user) to all scientific publications (with the exception of confidential information) relating to its results under the Research Project. In particular, the Participants shall ensure open access to the deposited publication at the latest: (i) on publication, if an electronic version is available for free via the publisher, or (ii) within six months of publication in any other case. The data resulting from the project need to be made available – where possible - for reuse, ensuring the FAIR (findable, accessible, interoperable, and reusable) principles.
- 6.13. The Participants agree to cooperate to produce and upon request deliver data for controls, audits and communication (with the exception of confidential information) purposes during and up to 5 (five) years after termination of the Research Project.
- 6.14. If the Research Project involves human subjects and/or animals the Project Application must be submitted to the Medical Ethics Committee and/or Animal Experiments Committee. A (provisional) judgement by this committee must be issued to Hartstichting.
- 6.15. The Participants agree to - also after completion of the Research Project - fully cooperate with Hartstichting to draw up surveys, charts, fundraising letters to donors etc. that are related to the Research Project and the Project results.

Article 7. Additional obligations

- 7.1. In addition to article 6 the Hartstichting requires the following additional obligations:
- 7.2. The Research Leader must prepare a midterm report. Guidelines and instructions will be provided well in advance. The midterm review is an important decision point in the progress of the Research Project. If the committee advise negatively about a midterm report to the Board of the Hartstichting, the Hartstichting may stop the grant entirely or partially, without prejudice to the provisions in article 11.4 and 12.3 of the Grant Agreement.
- 7.3. The final report (article 6.1 ii) is an important evaluation point with reference to the conclusion/ success of the Research Project. If the ISAC and CSQ advise negatively about the final report to the Board of the Hartstichting, then the Hartstichting is entitled not to pay the last instalment, without prejudice to the provisions in article 11.4 and 12.3 of the Definitive Agreement.



- 7.4. At least once a year a consultation is held between the Research Leader and one or more representatives of the Hartstichting. The Hartstichting will specify well in advance which information must be available beforehand. The topic of communication is part of this consultation process, as is the use of experimental animals and the Data Management Plan (DMP) which was submitted with the Grant.

Article 8. Science education/Science communication

- 8.1. Unless Stichting LSH-TKI and/or Hartstichting requests or agrees otherwise or unless it is impossible, any dissemination of results of the Research Project (in any form, including electronic) must include the following text:
- “The Research Project is financed by the PPP Allowance made available by Top Sector Life Sciences & Health to Hartstichting to stimulate public-private partnerships.”*
- The researchers are also required to clearly display the logo of the Hartstichting during all lectures, (poster) presentations and/or interviews held about the Research Project.
- Any dissemination of results of the Research Project must indicate that it reflects only the author's view and that Stichting LSH-TKI or Hartstichting or the Ministry of Economic Affairs is not responsible for any use that may be made of the information it contains.
- 8.2. The Participants declare their willingness to communicate about the Research Project and to help raise funds for the Hartstichting, in consultation and coordination with the Hartstichting. The aims are science education (making a wider public familiar with scientific insights and enthusiastic about science), fund-raising, accountability and transparency (making it clear to target groups how the money will be spent, and what the intended result is).
- 8.3. Representatives of the Hartstichting will turn to Research Leader as the contact person for internal and external communication.
- 8.4. If the Participants (one of them) decide(s) to give publicity to the Research Project and/or any doctorate arising from the Research Project, then the Participants (one of them) must contact the Hartstichting in advance. This applies equally to non-scientific publications. If this involves a press release, the header must state that the Research Project is financially supported by the Hartstichting and Minister of Economic Affairs. The draft press release must be submitted to the Hartstichting for approval three days before release at the latest. On all communications about the Research project there must be a citation that the Hartstichting and Stichting LSH-TKI support the research.
- 8.5. If the Hartstichting itself decides to seek publicity about the Research Project and/or any doctorate arising from the Research Project, the Participant are required to cooperate fully with this. The Participants also confirm that, if necessary, the Researchers who were involved with the Research Project will also cooperate fully.
- 8.6. Activities related to mutual fund-raising and science education and communication are definitely considered in the evaluations (midterm and at the end of the subsidy period). These activities are expressly considered a form of knowledge valorisation.

Article 9. Rights and Obligations of Hartstichting

- 9.1. Hartstichting shall perform and fulfil, promptly and on time, all of its obligations under the decision to allocate PPP Allowance, PPP Allowance Regulation and this Grant Agreement.
- 9.2. During the Project and after the Completion Date, Hartstichting shall evaluate whether or not the work performed by the Participants under the Research Project has been conform the Project Application and the use of the PPP Allowance has been conform the progress under the Project and in accordance with the Budget.
- 9.3. Hartstichting shall keep records on the use of PPP Allowance and the progress of the Research Project and the results generated under the Research Project with the use of the PPP Allowance. Hartstichting shall provide an annual report with this information and a final



report regarding the use of the PPP Allowance under the Research Project to Stichting LSH-TKI, who shall provide these reports to Netherlands Enterprise Agency.

- 9.4. Stichting LSH-TKI and Hartstichting may publish the Project title, the summary of the Research Project as set out in Annex 1, the amount of PPP Allowance and public contributions allocated to the Research Project and all other information and results that the Participants or the Research Leader have designated public information. Furthermore, Stichting LSH-TKI and Hartstichting may use aggregated and anonymized Project monitoring data for the purpose of communication to the general audience of achievements made by Stichting LSH-TKI and Hartstichting. The Hartstichting may incorporate information from the approved applications, progress reports and final reports in its research information system and may make this information public - after consulting Research Leader - via social media and other outlets.
- 9.5. Hartstichting (through notification) shall promptly inform the Research Leader in case of a decision by the Minister of Economic Affairs that may affect the Research Project and/or the calculation and determination of the final amount of PPP Allowance.

Article 10. Payment of Contributions and the PPP Allowance

- 10.1. The contribution to the Project is stated in the budget sheet as set out in Annex 2.
- 10.2. Hartstichting shall pay PPP Allowance (€...) as set out in Annex 3. After the receipt of the final report as referred to in article 6.1 and after the final amount of PPP Allowance has been determined by Stichting LSH-TKI in accordance with article 3.5, and always provided that Hartstichting shall not be obliged to make any payment hereunder unless Hartstichting has received the corresponding funds from Stichting LSH-TKI as part of its available PPP Allowance.
- 10.3. The Research Leader shall ensure a timely distribution of the funds to each of the Participants, unless otherwise agreed between the Participants in the ICA.
- 10.4. In the event in any period in which Funding advances have been paid, the actual costs eligible to be subsidized under the PPP Allowance Regulation are 75% or less than the budgeted TKI-Allowance, the Research Leader will promptly provide Hartstichting notification in writing of that fact.
- 10.5. In the event that the Research Leader decides to voluntarily withdraw from the Research Project, or withdraws after a decision in that respect by the other Participants following the ICA Hartstichting shall be entitled to discontinue further payments at its sole discretion until a new Research Leader has been appointed and approved.
- 10.6. Hartstichting shall not pay any VAT on grants. The grant payments therefore always include any applicable VAT.

Article 11. Liability and Consequences of Non-compliance

- 11.1. Hartstichting cannot be held liable for any damages caused to the Participants or third parties as a result of the use of the PPP Allowance by the Participants. Participants hereby agree to indemnify, defend, and hold the Hartstichting harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages arising out of or in connection with any claim that would result in a breach by the indemnifying Participant of any of its warranties.
- 11.2. Where this Grant Agreement contains obligations for the Participants, the Participants shall, unless explicitly provided otherwise in this Grant Agreement, be liable for meeting their obligations.
- 11.3. Except in case of force majeure, the Participant must compensate Hartstichting for any direct damages (excluding any indirect or consequential damages) it sustains as a result of performance of the work under the Research Project that was not in full compliance with the Grant Agreement. Save for gross negligence or wilful misconduct by the Participant(s), the compensation obligation of the Participant to Hartstichting under this Grant Agreement, shall



be limited to the total amount of PPP Allowance received by a Party under this Grant Agreement.

- 11.4. Hartstichting may decide to suspend or reduce payments under the PPP Allowance if:
- i. The manner of executing the Research Project by one of the Participants does not fulfil the criteria set by the Hartstichting and this Participant has not resolved the fault within a term of 30 days after having been given written notice of default by the Hartstichting;
 - ii. One of the Participants is not executing the Research Project in accordance with the Project Application, the Grant Agreement or the ICA and this Participant has not resolved the fault within a term of 30 days after having been given written notice of default by the Hartstichting;
 - iii. a Participant has committed substantial errors, irregularities or fraud;
 - iv. a Participant has committed material breach of the obligations under the Grant Agreement (including systemic or recurrent errors in the work under the Project, submission of false information, failure to provide required information, breach of ethical principles);
 - v. the Project is delayed due to a cause attributable to one or more of the Participants;
 - vi. the reports referred to under Section 6.1 are not provided by the given criteria to Hartstichting within the applicable timeframe;
 - vii. The Research Project is terminated before the expiry of the term of the Grant Agreement;
- 11.5. The duration of the suspension and/or the amount of the reduction of the PPP Allowance as referred to under Section 11.4 shall be proportionate to the seriousness of the errors, irregularities, fraud or breach of obligations or delay. Before suspension or reduction of the PPP Allowance Hartstichting will formally notify the Research Leader and the Participant(s) concerned in writing:
- i. to inform them of the intention of Hartstichting to suspend or reduce the Funding, the period with which it intends to suspend or the amount it intends to reduce the Funding and the reasons why; and
 - ii. to inform them of the intention of Hartstichting to suspend or reduce the PPP Allowance, the period with which it intends to suspend or the amount it intends to reduce the PPP Allowance and the reasons why; and
 - iii. inviting them to submit observations within 30 (thirty) days of receiving notification. If Hartstichting does not receive any observations or decides to pursue suspension or reduction despite the observations it has received, it will formally notify the Research Leader and the Participant(s).
- 11.6. For the avoidance of doubt, the right of Hartstichting to suspend or reduce the PPP Allowance is without prejudice to the calculation and determination of the final amount of PPP Allowance as referred to in Section 3.
- 11.7. Notwithstanding anything to the contrary in this Grant Agreement, no Participant is obligated to repay any amount of PPP Allowance already received in case of suspension, reduction, withdrawal or termination of the PPP Allowance by Stichting LSH-TKI or the Minister of Economic Affairs, resulting from a breach by Hartstichting of its obligations under the decision to allocate PPP Allowance, the PPP Allowance Regulation or this Grant Agreement.
- 11.8. For the avoidance of doubt, a reduction or withdrawal of the PPP Allowance by Stichting LSH-TKI or the Minister based on a different qualification (i.e. fundamental, experimental or industrial) of (parts of) the Research Project by them than the Participants' qualification in the budget form, does not constitute a breach by Hartstichting.



- 11.9. Upon first request of any Participant, Hartstichting shall use all reasonable endeavours to enforce its rights under the decision to allocate PPP Allowance, and PPP Allowance Regulation, in accordance with applicable laws.

Article 12. Term and Termination

- 12.1. This Grant Agreement shall enter into effect on [....] and expires on [..] after the starting date of the Research Project, unless it is terminated prematurely in accordance with this Clause..
- 12.2. Parties may agree to terminate this Grant Agreement upon mutual written agreement.
- 12.3. Hartstichting will have the right to terminate this Grant Agreement with respect to a Participant or completely:
- i. with immediate effect on written notice to the particular Participant or all Participants as applicable, in the event of a material breach of a Participant under this Grant Agreement which breach the breaching Participant has failed to remedy (if capable of remedy) within thirty (30) days of being given written notice thereof by Hartstichting;
 - ii. with immediate effect on written notice if one of the Participants is not executing the Research Project in accordance with the Project Application and this Participant has not resolved the fault within a term of 30 days after having been given written notice of default by Hartstichting;
 - iii. with immediate effect on written notice to the particular Participant or all Participants as applicable in the event that a Participant becomes insolvent or makes any arrangement with its creditors or has a receiver or administrator appointed to the whole or any part of its assets or if an order shall be made or a resolution passed for its winding up, unless such order is part of a scheme for its reconstruction;
 - iv. with immediate effect on written notice to all Participants in the event that the Minister of Economic Affairs withdraws the PPP Allowance in part or in whole;
 - v. if obstacles of such a nature have arisen that in the Hartstichting reasonable judgement continuation of the Project activities will not lead to the intended results.
- 12.4. Participants will have the right to terminate this Grant Agreement with immediate effect on written notice if (i) Hartstichting has not paid all or part of the PPP Allowance in accordance with the dates set out in the Budget and (ii) no suspension, reduction or withdrawal applies as set out in Section 3.5 or Clause 11 and (iii) Hartstichting has failed to pay such amount within thirty (30) days of being given written notice thereof by the Research Leader.
- 12.5. In addition, Hartstichting will have the right to terminate this Grant Agreement with immediate effect on written notice to Participants, without liability, if (i) Stichting LSH-TKI has not paid all or part of the PPP Allowance to Hartstichting in accordance with the dates set out in the Budget and (ii) no decision by Stichting LSH-TKI to suspend, reduce or withdraw the PPP Allowance is in effect; and (iii) Stichting LSH-TKI has failed to pay such amount within thirty (30) days of being given written notice thereof by Hartstichting.
- 12.6. In the event of termination by Hartstichting pursuant to Section 12.3 (i) or (iv) the particular Participant or all Participants for whom the Grant Agreement has been terminated shall repay all PPP Allowance received until the day of termination.
- 12.7. In the event of termination by Hartstichting pursuant to Section 12.3 (iii) or (v) the particular Participant or all Participants for whom the Grant Agreement has been terminated shall repay all PPP Allowance received but not allocated until the day of termination, at the first request of Stichting LSH-TKI.
- 12.8. In the event of termination by the Participants pursuant to Section 12.4, the Participants will have the right to receive the PPP Allowance granted to them for the work performed under the Project in accordance with the allocation set out in the Budget. Such amount shall be paid by Hartstichting subject to Section 3.5.



- 12.9. In the event that a Participant (i) voluntarily withdraws from the Project or (ii) if a Participant's participation is terminated by the other Participants in accordance with ICA, such Participant shall repay all PPP Allowance received until the day of termination.

Article 13. Governing Law and Dispute Resolution

- 13.1. This Grant Agreement is governed by, and is to be construed in accordance with the laws of the Netherlands.
- 13.2. In the event of any disputes arising out of or in connection with this Grant Agreement, including disputes concerning the existence and validity thereof, the Parties shall first make reasonable efforts to settle the dispute between themselves. Any legal actions or proceedings arising out of this Grant Agreement, which cannot be settled by good faith efforts and shall be brought to the court of The Hague, The Netherlands.

Article 14. Miscellaneous

- 14.1. The Parties undertake to preserve the confidentiality of any information communicated between the Hartstichting and the Participants in relation to the execution of the Research Project which has been identified by the disclosing Participant or Hartstichting as confidential or which in all reasonableness must have understood by Hartstichting or the Participants to be confidential.
- 14.2. All notifications under this Grant Agreement shall be send by registered letter or by email with confirmation receipt, to the following addresses:

Hartstichting

Prinses Catharina Amaliastraat 10
2496 XD The Hague
Netherlands

Email: research@hartstichting.nl

Research Leader

[Research Organisation/Company] attn. [Research Leader]
[Address]

Email: [..]

- 14.3. Modification or addition to this Grant Agreement shall be binding on either Party unless reduced in writing and signed by all Parties.
- 14.4. If part of this Grant Agreement is or becomes invalid or unenforceable, the Parties shall remain bound to the remaining part. The Parties shall replace the invalid or unenforceable part by provisions which are valid and binding and the effect of which, given the contents and purpose of this Grant Agreement, is, to the greatest extent possible, similar to that of the invalid or unenforceable part.

Attachments:

Annex 1 Approved Application
Annex 2 Budget sheet
Annex 3 Payment schedule



Annex 4 Intra Consortium Agreement
Annex 5 Bank account details for payments

Signatures

I hereby declare that I have completed this form truthfully and have read and agree to the agreements:

Hartstichting

Name: Mr. F. Italianer

Job title: Director

Date:

Signature:

I hereby declare that I have completed this form truthfully and have read and agree to the agreements:

Name of Subsidy Recipient: ...

Name:

Job title:

Date:

Signature:

I hereby declare that I have completed this form truthfully and have read and agree to the agreements:

Name of Company: ...

Name:

Job title:

Date:

Signature:

I hereby declare that I have completed this form truthfully and have read and agree to the agreements:

Name of Institution 1: ...

Name:

Job title:

Signature:

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