

ANNEX A

**PPP SUBSIDY (PPS-SUBSIDIE) TERMS AND CONDITIONS
DUTCH CANCER SOCIETY 2024**

Versie 1.0

PPP SUBSIDY (PPS-SUBSIDIE) TERMS AND CONDITIONS DUTCH CANCER SOCIETY 2024

The Dutch Cancer Society (“KWF”) and Stichting Life Sciences Health-TKI, also acting under its trade name Health~Holland (“Health~Holland”), aim to promote and stimulate new public-private partnerships (“PPP”) to undertake research and development projects in the life sciences. These Terms and Conditions apply to projects funded by the Dutch Cancer Society with a Grant Decision dated on or after 31 July 2024. Different or additional terms and conditions may apply for particular projects and are included in the relevant Grant Decision.

Article 1. Definitions

- 1.1. “**Access Rights**” means any license and/or user rights to a Participant’s Background or Foreground as set out in the Consortium Agreement.
- 1.2. “**Background**” means all information, know-how and material, whatever its form or nature, owned or controlled by a Participant prior to its participation to the Consortium Agreement, as well as any intellectual property rights pertaining to such data, that is Needed to implement the Project or to exploit the Foreground. Participants may identify the Background in an annex to the Consortium Agreement, together with any (legal) restrictions or limits to the use thereof.
- 1.3. “**Budget**” means the budget submitted by Participants to KWF in the TKI-LSH Budget Form providing an estimate of the total cost to carry out the Project, including an overview of the contributions of each Participant to the Project and the PPP Subsidy requested. The Budget is attached to the Grant Decision as Annex.
- 1.4. “**Completion Date**” means the date of receipt of the report as referred to under Section 5.1 (ii) by KWF.
- 1.5. “**Consortium Agreement**” means the consortium agreement as well as all annexes hereto signed between the Participants on allocating the rights and obligations between them in respect of carrying out of the Project.
- 1.6. “**Force Majeure**” has the meaning assigned thereto in article 6:75 of the Dutch Civil Code.
- 1.7. “**Foreground**” means any output such as information, know-how and material - whatever its form or nature, and whether it can be protected or not - that is generated by or on behalf of a Participant (alone or together with other Participants) under the Project, as well as any rights attached to it, including intellectual property rights.
- 1.8. “**Grant Decision**” means the letter which describes the grant of the PPP Subsidy for the Project including these PPP Subsidy Terms and Conditions and is signed by duly authorized representatives of **KWF** and Participants.
- 1.9. “**Needed**” means:
 - a. for the implementation of the Project, that Access Rights are needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Participant would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources; and
 - b. for exploitation of a Participant’s own or jointly owned Foreground, that Access Rights are needed if, without the grant of such Access Rights, the exploitation of a Participant’s own or jointly owned Foreground would be technically or legally impossible.
- 1.10. “**Participant**” means an organisation that bears substantive and financial responsibility for part of the Project execution, dissemination and exploitation, and may receive PPS Subsidy via the Project Coordinator.
- 1.11. “**PPP Subsidy Terms and Conditions**” means these PPP Subsidy (PPS-Subsidie) Terms and Conditions Dutch Cancer Society 2024, including its annexes hereto.
- 1.12. “**Project**” means the research (and development) project set out in the Project Application.

- 1.13. **“Project Application”** means the research (and development) project submitted to **KWF** in the TKI-LSH Application Form providing a list of the Participants, a summary of the Project and details on the start date and duration of the Project
- 1.14. **“Project Coordinator”** means the Participant, being a Dutch knowledge organisation, who, in addition to its obligations as a Participant, bears the overall financial responsibility for the Project and is the central contact point for **KWF** and is obliged to coordinate the receipt and distribution of the PPP Subsidy as well as carrying out the specific coordination tasks provided in the Project on behalf of all Participants.
- 1.15. **“PPP Subsidy”** means the PPP subsidy under the PPP-programme Life Sciences & Health allocated by Health~Holland to **KWF** who in turn allocates it to the Project, in accordance with these PPP Subsidy Terms and Conditions and the PPP Subsidy Regulation.
- 1.16. **“PPP Subsidy Regulation”** means the Dutch regulation of the Minister of Economic Affairs and Climate Policy of October 17, 2023 (PPS-innovatie) including any legislative instruments superseding, amending, or replacing this regulation (‘Regeling nationale EZK- en LNV subsidies’) and the corresponding legislation, including but not limited to the Dutch decision of the Minister of Economic Affairs of November 21, 2008 (‘Kaderbesluit nationale EZK- en LNV subsidies’) including any legislative instruments superseding, amending, or replacing this decision.

Article 2. **Grant of the PPP Subsidy**

- 2.1. Grant of PPP Subsidy. KWF grants to the Participants collectively a PPP Subsidy divided and allocated over the years in accordance with the Budget, subject to the conditions set out in these PPP Subsidy Terms and Conditions and the PPP Subsidy Regulation.

The PPP Subsidy is an estimate and the final amount of PPP Subsidy that will be allocated to the Project by KWF and Health~Holland is dependent on the extent to which the Project has been actually implemented. KWF shall calculate the final amount after the Completion Date in accordance with the applicable Dutch law, and the PPP Subsidy Regulation in particular.

Participants acknowledge that the PPP Subsidy constitutes state aid and is justified by applying the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.

In the event that the PPP Subsidy falls outside the scope of the Commission Regulation and/or is considered incompatible and/or illegal, KWF and Health~Holland shall have the right to immediately upon written notice recover from each of the Participants the total PPP Subsidy paid in relation to the Project, including interest and fines, if applicable.

- 2.2. Amendment of the PPP Subsidy Terms and Conditions by KWF. Participants acknowledge that the PPP Subsidy is in the first place made available by the Minister of Economic Affairs and Climate Policy for the purpose of granting such PPP Subsidy to projects under the TKI-programme Life Sciences & Health by KWF (mandated by Health~Holland). As a consequence, Participants agree that KWF (mandated by Health~Holland) shall have the right to amend these PPP Subsidy Terms and Conditions, in its sole discretion, in accordance with any decision of the Minister of Economic Affairs and Climate Policy applicable to the PPP Subsidy, including but not limited to the suspension, reduction or withdrawal thereof.

- 2.3. Changes to the Project Application and/or Budget. Participants acknowledge that the Project Application and/or the Budget and/or the Consortium Agreement may change as result of the experimental nature of the Project.

Any changes to the Project Application and/or the Budget shall require prior written consent by the Project Committee (as defined in the Consortium Agreement) as well as KWF.

A change to the Project Application and/or the Budget that affects the cost estimate for the Project cannot result in an increase of the PPP Subsidy as granted to the Participants under Section 2.1 above.

- 2.4. Use of the PPP Subsidy. The Participants agree to use the PPP Subsidy solely for the purpose of the implementation of the Project in accordance with the Project Application, the Budget, the Consortium Agreement and all applicable Dutch law, including in particular the PPP Subsidy Regulation, and the conditions of these PPP Subsidy Terms and Conditions.
- 2.5. Conflict. If there is any conflict between the terms of these PPP Subsidy Terms and Conditions and the Consortium Agreement, these PPP Subsidy Terms and Conditions will prevail with regard to the PPP Subsidy and the obligations of the Participants to KWF. In any other event, the terms of the Consortium Agreement shall prevail.

Article 3. **The Project**

- 3.1. Duration of the Project. The Project shall start and shall end on the dates as indicated in the Grant Decision.
- 3.2. Extension of Project duration. At the request of the Project Coordinator, KWF may, at its sole discretion, grant the Participants an extension of the duration of the Project. The duration of the Project will not be extended by more than the maximum 6 (six) year term that applies to the TKI funds received by Health-Holland, to which funds the PPP Subsidy for the Project is part. A request to extend the Project duration is required to be received by KWF at least 6 (six) months before the end of the duration of the Project.

Article 4. **Communication and Management**

- 4.1. Project Coordinator. The Project Coordinator shall represent the Participants in all communication with KWF, except as otherwise provided in these PPP Subsidy Terms and Conditions
- 4.2. Project Committee. The Project Committee consisting of representatives of all Participants including the Project Coordinator is incorporated on the effective date of the Consortium Agreement.

The Project Committee shall convene every 6 (six) months and once after providing the final report to KWF by teleconference, video-conference or any other technology to discuss the implementation of the Project. The Project Coordinator shall inform KWF of such meetings in writing at least 30 (thirty) calendar days before the day of the meeting, to allow KWF or representative to participate in the meeting. In the event that a Project runs 18 (eighteen) months or more, the Project Coordinator shall schedule a mid-term meeting and final meeting with KWF to allow KWF and a representative of the evaluation committee to participate in the meeting.

In the event that a Project runs 18 (eighteen) months or less, the Project Coordinator shall schedule a final meeting with KWF to allow KWF and a representative of the evaluation committee to participate in the meeting.

Minutes of the meetings of the Project Committee will be made by the chair of the meeting and shall be provided to each Participant and KWF within 14 (fourteen) calendar days after each meeting.

Article 5. **Obligations of the Project Coordinator and Participants**

- 5.1. Reporting. The Participants shall be responsible for, and the Project Coordinator shall provide KWF:
 - i. within 4 (four) weeks after the start of each project year, with a periodic report including a description of the work carried out by the Participants, an overview of the progress of the Project and explanations justifying the differences between work expected to be carried out in accordance with Project Application and work that was actually carried out. Such report shall not be required for the first project year and in the event that a Project runs 18 (eighteen) months or less, only the final report is required.

- ii. within 6 (six) weeks upon completion of the Project, an integrated final report providing an overview of the progress and results of the entire Project and a specific update on those parts of the Project that have been performed by use of the PPP Subsidy signed by the duly authorized representative.

In addition to the foregoing, each Participant that has received and used an amount of PPP Subsidy higher than € 125,000 (one-hundred twenty-five thousand) shall, within 6 (six) weeks upon Completion of the Project, perform a final audit of the Project costs and provide KWF with an audit certificate prepared and certified by an independent auditor. For the avoidance of doubt, the PPP Subsidy may not be used to cover audit costs.

KWF shall have the right to provide the reports as referred to under i and ii above, with third parties and further to ask third parties for its advice.

- 5.2. English language. All reports (regular and financial reports, including financial statements) must be submitted in the English language.
- 5.3. Account of contributions. The Project Coordinator shall keep accounts of the contributions that are paid by each Participant and KWF and any contributions that have been made in kind for the purpose of the Project.
- 5.4. Accounts of other cost. The Project Coordinator shall further keep accounts of any and all cost (as defined in the PPP Subsidy Regulation) made by each Participant for the purpose of the Project. The accounts shall ensure the transparency and traceability of the costs.
- 5.5. Project management. The Project Coordinator shall initiate and enforce adequate management of the Project. The Project Coordinator may choose to delegate 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 Subsidy may not be used for such costs or any other overhead costs.
- 5.6. Information obligations. The Project Coordinator shall be responsible for informing KWF with regard to: (i) any actions by Participant(s) in respect of the results following from the Project outside the scope of the Consortium Agreement (such as unauthorized publication and/or transfer), and (ii) any events affecting or delaying the work under the Project, and (iii) any events or actions carried out by (a) Participant(s) resulting in the creation or disappearance of a Participant through a reorganisation, legal merger or legal de-merger.
- 5.7. Authorization Project Coordinator. The Participants hereby authorize the Project Coordinator to conduct all communication and correspondence with KWF concerning the Project on their behalf.
- 5.8. Participant's obligations. Each Participant undertakes reasonable endeavours to perform and fulfil, promptly, actively and on time, all of its obligations with respect to the Project under these PPP Subsidy Terms and Conditions in accordance with the applicable Dutch law, and in particular the PPP Subsidy Regulation.

The Participants are jointly and severally liable towards KWF and Health-Holland for the implementation of the Project. If a Participant fails to perform the work allocated to it under the Project, the other Participants shall reasonably endeavour to perform or have performed this work under the Project (without being entitled to any additional PPP Subsidy for doing so), unless KWF expressly agrees to waive this obligation.

- 5.9. Time registration and reporting. 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 Project. Following this obligation, each Participant shall provide to the Project Coordinator an annual progress report of the work performed under the Project and its financial contribution or contribution in kind to the Project in order to allow the Project Coordinator to provide KWF with the reports required in accordance with Section 5.1. In case the Project runs 18 (eighteen) months or less, only a final report is required.

- 5.10. Communication Guidelines. Any communications by a Participant relating to the Project, the PPP Subsidy or otherwise pursuant to these PPP Subsidy Terms and Conditions shall be subject to the guidelines set out in the applicable communication guidelines by Health~Holland that can be accessed via <https://www.health-holland.com/guidelines-PPP-subsidy>. The communication guidelines will be updated yearly by Health~Holland. And shall be subject to the communication guidelines of KWF, which are available on the website kwf.nl.
- Communications shall include, but shall not be limited to, publications (including as referred to in Section 5.11), press releases, promotion materials, events, websites and social media.
- 5.11. Open access publications. Each Participant must ensure open access (free of charge, online access for any user) to all scientific publications relating to its results under the 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 6 (six) months of publication in any other case.
- Unless KWF requests or agrees otherwise, or unless it is impossible, any dissemination of results of the Project (in any form, including electronic) must include the following text:
- “The collaboration project is co-funded by the PPP Subsidy made available by Health~Holland, Top Sector Life Sciences & Health, to KWF to stimulate public-private partnerships”.
- Any dissemination of results of the Project must indicate that it reflects only the author's view and that KWF, Health~Holland or the Ministry of Economic Affairs and Climate Policy is not responsible for any use that may be made of the information it contains.
- 5.12. Control data. The Participants agree to cooperate to produce and upon request deliver data for controls, audits and communication purposes during and up to 5 (five) years after termination of the Project.

Article 6. Intellectual Property

- 6.1. Background. All Background remains the sole property of the Participant disclosing Background under the Project. Unless expressly agreed otherwise in writing, the disclosure of any Background does not imply the grant of Access Rights by the disclosing Participant.
- 6.2. Access Rights. Each Participant hereby grants to the other Participants non-exclusive Access Rights to the Background if needed for the implementation of the Project and for this purpose only, for the term of the Project.
- 6.3. Foreground. Any Foreground that is generated solely by or on behalf of one Participant shall be exclusively owned by that Participant and that Participant shall be responsible for securing ownership of such Foreground from its employees, students and other agents.
- 6.4. Joint ownership. Any Foreground generated by or on behalf of more than one Participant and for which Foreground it is not possible to (i) establish the respective contribution of each Participant, or (ii) separate their contribution for the purpose of applying for, obtaining or maintaining protection of the Foreground, shall be jointly owned by such Participants. Each such Participant shall have an equal and undivided interest in such joint Foreground.
- 6.5. Access Rights for use or exploitation. Each Participant shall have the right to request Access Rights to a Participant's Background and/or Foreground in addition to the Access Rights granted under Section 6.2, from another Participant for (i) internal research purposes, or (ii) if such Access Rights are Needed or (iii) for the commercial exploitation of a Participant's (or that other Participant's) own or jointly owned Foreground.
- 6.6. Minimum conditions. Any transfer or license agreement of Foreground shall at a minimum contain the following conditions:
- the industrial Participant(s) shall pay the research Participant(s) a fair and reasonable market price in respect of access to or assignment of ownership of the (joint) Foreground. The industrial Participant is entitled to deduct an amount from the fair market price equal to the value of its contribution under the Project as set out in the Budget;
 - in the case of a license, an anti-shelving clause for the industrial Participant (i.e. use of commercially reasonable efforts to effectively commercialise or apply the Foreground);

- c. a non-exclusive license for the research Participant for the use of the Foreground for academic research and teaching purposes;
- d. an indemnification obligation by the industrial Participant to the research Participant against any third Participant claims for damages resulting from the use of the Foreground;
- e. a warranty from the industrial Participant(s) to respect the Access Rights of the other Participants granted under the Consortium Agreement with respect to the Foreground pursuant to Section 6.3, including a warranty that these Access Rights will not be affected by a subsequent transfer or license of the Foreground.

6.7. Publication. Pursuant to the publication obligations set out in Section 5.11 of these PPP Subsidy Terms and Conditions, the Participants must ensure open access (free of charge, online access for any user) to all scientific publications relating to its Foreground under the Project subject to the conditions hereunder. 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.

A Participant or Participants that intend to publish on the Foreground (jointly) owned by it shall provide the other Participants with the draft publication at least 30 (thirty) calendar days before publication. Any objection to the planned publication shall be made in writing to the Project Coordinator and the Participant or Participants proposing the publication within 25 (twenty-five) calendar days upon receipt of the draft publication. If no objection is made within the time limit stated above, the Publication is permitted.

For the avoidance of doubt, a Participant shall not publish Foreground or Background of another Participant, even if such Foreground or Background is amalgamated with the Participant's own Foreground, without the other Participant's prior written approval.

Article 7. **Rights and Obligations of KWF**

7.1. Project Evaluation. During the Project and after the Completion Date, KWF shall evaluate the performance of the Project, particularly (i) if the work performed by the Participants under the Project is conform the Project Application and the PPP Subsidy Regulation, and (ii) if the use of the PPP Subsidy is conform the progress made under the Project and in accordance with the Budget.

7.2. In the event that KWF concludes that the work performed by the Participants is not conform the applicable requirements, KWF may suspend or reduce the payments of the PPP Subsidy in accordance with Section 9.3 below.

7.3. Recordkeeping. Participants acknowledge and agree that KWF shall keep records on the use of the PPP Subsidy and the progress of the Project and the results generated under the Project with the use of the PPP Subsidy. KWF shall provide Health~Holland with an annual report including such information and a final report regarding the use of the PPP Subsidy under the Project. And in turn Health~Holland shall provide the Netherlands Enterprise Agency with this information.

7.4. Publication. Participants acknowledge and agree that KWF and Health~Holland may use and publish: (i) the Project title, (ii) the summary of the Project as set out in the Project Application, (iii) the amount of PPP Subsidy and public contributions allocated to the Project, (iv) the communications referred to in Section 5.10 and the publications referred to in Section 5.11, and (v) all other information and results that the Participants or the Project Coordinator have designated public information. Furthermore, KWF and Health~Holland may use aggregated and anonymized Project monitoring data for the purpose of communication to the general audience of achievements made by KWF or Health~Holland.

Each Participant represents and warrants to KWF and Health~Holland that the use of the information set out in this Section 7.4 will not infringe the rights of third parties. Participant agrees to provide such information within 14 (fourteen) calendar days upon first request by KWF or Health~Holland.

- 7.5. Information obligation. KWF shall promptly inform the Project Coordinator in case of a decision by Health~Holland or the Minister of Economic Affairs and Climate Policy that may affect the Project and/or the calculation and determination of the final amount of PPP Subsidy.

Article 8. **Payment of contributions and the PPP Subsidy**

- 8.1. Contributions to the Project by Participants. Each of the Participants shall contribute to the Project, as follows:
- i. Industrial Partner 1 shall contribute:
 - ii. Research Organisation 1 shall contribute:
 - iii. Organisation A shall contribute:

- 8.2. PPP Subsidy for the Project. Subject to the rights of KWF set out in these PPP Subsidy Terms and Conditions, KWF shall pay the PPP Subsidy as follows:
- i. 90% (ninety percent) of the PPP Subsidy shall be paid on the basis of realized costs after each quarter of the year and
 - ii. the other 10% (ten percent) shall be paid, if applicable, after the receipt of the final report and the invoice for the realized costs as referred to in Section 5.1 and the final amount of PPP Subsidy has been determined by KWF in accordance with Section 2.1.

KWF shall only pay such PPP Subsidy if the Grant Decision is timely signed by the authorized representative(s) of each Participant and the Consortium Agreement is approved by KWF and signed by all participating consortium members.

- 8.3. Payment to Project Coordinator. The Participants shall pay their contribution to the Project Coordinator before the applicable date set out in the Budget. The Project Coordinator shall ensure a timely distribution of the funds to each of the Participants, unless otherwise agreed between the Participants in the Consortium Agreement.

The Project Coordinator sends collective invoices to KWF for the part of the PPP subsidy on the basis of realized costs.

- 8.4. The Project Coordinator is fully responsible and shall make sure that the Participants will manage the PPP Subsidy in accordance with all of the Participant's obligations in these PPP Subsidy Terms and Conditions.

- 8.5. Voluntary Withdrawal Project Coordinator. In the event that the Project Coordinator decides to voluntarily withdraw from the Project, or withdraws after a decision in that respect by the other Participants following the Consortium Agreement, Participants shall promptly inform KWF thereof in writing. KWF shall be entitled to discontinue further payments at its sole discretion until a new Project Coordinator has been appointed by the other Participants and such appointment has been approved in writing by KWF and Article 9 and 10 shall apply accordingly.

Article 9. **Liability and Consequences of Non-compliance**

- 9.1. No liability KWF. KWF cannot be held liable for any damages caused to the Participants or third parties pursuant to (i) KWF providing the PPP Subsidy under these PPP Subsidy Terms and Conditions, (ii) the use of the PPP Subsidy by the Participants, (iii) the implementation of the Project by the Participants and/or (iv) the use of any results of the Project.

- 9.2. Compensation for damages KWF. The Participants shall compensate, jointly and severally, KWF for any damages (but excluding any indirect or consequential damages) it sustains as a result of (i) the use of the PPP Subsidy by the Participants, (ii) the implementation of the Project by the Participants and/or (iii) the use of any results of the Project, except if such damages result from Force Majeure.

Save for gross negligence or wilful misconduct by the Participant(s), the compensation obligation of each Participant to KWF under this Section 9.2, shall be limited to once the amount of PPP Subsidy set out in Section 2.1. above.

- 9.3. Suspension or reduction of PPP Subsidy. KWF may decide to suspend or reduce payments under the PPP Subsidy in the event that:
- i. a Participant has committed substantial errors, irregularities or fraud;
 - ii. a Participant has committed substantial breach of the obligations under the Grant Decision (including non-conform use of the PPP Subsidy under the Project or the Budget, non-conformities, systemic or recurrent errors in the work under the Project, submission of false information, failure to provide required information, breach of ethical principles);
 - iii. the Project is delayed due to a cause attributable to one or more of the Participants;
 - iv. the reports referred to under Section 5.1 are not provided to KWF within the applicable timeframe and/or are not sufficiently substantiated.
- 9.4. The duration of the suspension and/or the amount of the reduction of the PPP Subsidy as referred to under Section 9.3 shall be proportionate to the seriousness of the errors, irregularities, fraud or breach of obligations, delay or non-conformity. Before suspension or reduction of the PPP Subsidy KWF will formally notify the Project Coordinator and the Participant(s) concerned in writing:
- i. to inform them of the intention of KWF to suspend or reduce the PPP Subsidy, the period with which KWF intends to suspend or the amount it intends to reduce the PPP Subsidy and the reasons why; and
 - ii. inviting them to submit observations within 30 (thirty) calendar days of receiving notification. If KWF does not receive any observations or decides to pursue suspension or reduction despite the observations it has received, it will formally notify the Project Coordinator and the Participant(s).
- 9.5. Calculation final amount PPP Subsidy. For the avoidance of doubt, the right of KWF to suspend or reduce the PPP Subsidy is without prejudice to the calculation and determination of the final amount of PPP Subsidy as referred to in Section 2.1.

Article 10. **Term and Termination**

- 10.1. Term. The Grant Decision shall enter into force on the date of the letter and shall remain into effect until the earlier of (i) the Completion Date or (ii) termination of Grant Decision in accordance with this Article 10.
- 10.2. Termination of the Grant Decision by KWF. KWF will have the right to terminate the Grant Decision with respect to one or more Participants, as applicable with immediate effect on written notice to the particular Participant(s) and the Project Coordinator, in the event of a breach of a Participant under these PPP Subsidy Terms and Conditions or the Consortium Agreement which the breaching Participant has failed to remedy (if capable of remedy) within thirty (30) calendar days of being given written notice thereof by KWF. In the event that a Participant has been declared a Defaulting Party in accordance with Sections 3.5 and 6.5 of the Consortium Agreement, this Section 10.2 shall apply similarly and such breach shall be deemed not capable of remedy.
- 10.3. Termination of the Grant Decision by KWF. KWF will have the right to terminate the Grant Decision:
- i. with immediate effect on written notice to the Project Coordinator in the event that the Minister of Economic Affairs and Climate Policy or Health~Holland withdraws the PPP Subsidy in part or in whole, or if the Project no longer satisfies the legal conditions to receive PPP Subsidy (including state aid);
 - ii. with immediate effect on written notice to the Project Coordinator if obstacles of such a nature have arisen that in the KWF or Health~Holland's reasonable judgement continuation of the Project activities will not lead to the intended results. Such obstacles include, but shall not be limited to, the termination of the participation of a Participant or a Participant leaving voluntarily;

- iii. with immediate effect on written notice to the particular Participant and the Project Coordinator, 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.
- 10.4. Termination by Participant(s). Participants will have the right to terminate the Grant Decision with immediate effect on written notice if, cumulatively, (i) KWF has not paid all or part of the PPP Subsidy in accordance with the dates set out in the Budget and (ii) no suspension, reduction or withdrawal applies and (iii) KWF has failed to pay such amount within 30 (thirty) calendar days of being given written notice thereof by the Project Coordinator.
- 10.5. Consequences of termination.
- 10.5.1. *Termination by KWF pursuant to Section 10.2*. In the event that KWF terminates the Grant Decision for a particular Participant or Participants in accordance with Section 10.2 KWF may suspend or reduce the amount of PPP Subsidy in accordance with Sections 9.3 – 9.5.
- Furthermore, KWF may require the Participant(s) for whom the Grant Decision is terminated, to repay all or part of the PPP Subsidy allocated and paid to such Participant(s) in accordance with the Budget, at the first request of KWF. If such PPP Subsidy is paid by KWF to the Project Coordinator but not distributed to the Participant, the Project Coordinator shall repay such PPP Subsidy to KWF, including interest. If KWF requires repayment, such obligation shall be stated in the written notice referred to in Section 10.2.
- 10.5.2. *Termination by KWF pursuant to Section 10.3*. In the event that KWF terminates the Grant Decision in accordance with Section 10.3, KWF may suspend or reduce the amount of PPP Subsidy in accordance with Sections 9.3 – 9.5. All Participants shall repay all PPP Subsidy received but not used in accordance with the Project Application and the Budget until the day of termination, at the first request of KWF.
- 10.5.3. *Termination by Participant(s) pursuant to Section 10.4*. In the event of termination by the Participants pursuant to Section 10.4, the Participants will have the right to receive the PPP Subsidy 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 KWF subject to Section 2.1.
- 10.6. Voluntary withdrawal by Participant. In the event that a Participant voluntarily withdraws from the Project, such Participant shall repay all PPP Subsidy received until the day of termination, within 30 (thirty) calendar days of the effective date of termination. If such PPP Subsidy is paid by KWF to the Project Coordinator but not allocated to the Participant, the Project Coordinator shall repay such PPP Subsidy to KWF.
- 10.7. Survival. The following Sections 2.1, 7.3, 8.3, 10.5 – 10.7, and Articles 5, 9, 11 and 12 shall survive termination of these PPP Subsidy Terms and Conditions. Termination of these PPP Subsidy Terms and Conditions will be without prejudice to the accrued rights and obligations of the Participants under these PPP Subsidy Terms and Conditions prior to the effective date of termination.

Article 11. **Governing Law and Dispute Resolution**

- 11.1. Governing Law. These PPP Subsidy Terms and Conditions are governed by, and is to be construed exclusively in accordance with the laws of the Netherlands without regard to the conflict of laws provisions thereof.
- 11.2. Dispute Resolution. In the event of any disputes arising out of or in connection with the Grant Decision, including disputes concerning the existence and validity thereof, the Participants shall first make reasonable efforts to settle the dispute between themselves. Any legal actions or proceedings arising out of the Grant Decision which cannot be settled by the Participants' good faith efforts and shall be brought exclusively to the court of Amsterdam, the Netherlands.

Article 12. **Miscellaneous**

12.1. Confidentiality. The Participants undertake to preserve the confidentiality of any information communicated between KWF and the Participants in relation to the execution of the Project which has been identified by the disclosing Participant or KWF as confidential or which in all reasonableness must have understood by KWF or the Participants to be confidential.

12.2. Notifications. All notifications under the Grant Decision and these PPP Subsidy Terms and Conditions shall be sent by registered letter or by email with confirmation receipt, to the following addresses:

KWF

Delflandlaan 17

1062 EA Amsterdam

Email: bestedingen@kwf.nl

12.3. Amendment. Except by KWF pursuant to Section 2.2, any amendment to the Grant Decision shall not be binding on any Participant unless reduced in writing and signed by all Participants.

