

Grant Agreement

This agreement (“**Agreement**”) is entered into on < date> ..., hereinafter the “**Effective Date**”, between:

on the one hand,

1. **Eindhoven Engine B.V.** (hereinafter **EhvEng**), a company established under the laws of the Netherlands having its principal office at Horsten 1, 5612AX Eindhoven, the Netherlands, with KvK 71712283, herewith legally represented by C.L. Goossens the Director,

on the other hand,

2. **[full official name]**, with registered address at [official address in full], **[OPTION]** acting also on behalf of its Affiliated Companies], hereinafter referred to as “.....”, and,
3. **[full official name]**, with registered address at [official address in full], **[OPTION]** acting also on behalf of its Affiliated Companies], hereinafter referred to as “.....”, and,
4. **[full official name]**, with registered address at [official address in full], **[OPTION]** acting also on behalf of its Affiliated Companies], hereinafter referred to as “.....”, and,
5. **[full official name]**, with registered address at [official address in full], **[OPTION]** acting also on behalf of its Affiliated Companies], hereinafter referred to as “.....”,

where all parties together may also be referred to as “**Parties**” and separately as “**Party**” and the Parties 2 up till and including [5] are also referred to as “**Project Partners**” or separately as “**Project Partner**”.

PREAMBLE

Whereas:

- Regiofonds Brainport BV has made available to EhvEng a certain amount of funding to be invested in R&D projects carried out by institutes, companies and students in the Region, with the purpose of attracting international R&D resources and students, and stimulating and enhancing human capital and technical innovation with a societal impact in the Region as defined hereafter. Such funding is subject to certain terms and conditions set out by Regiofonds Brainport B.V.,
- In view of the call for Projects issued by EhvEng on [date], the Project Partners have issued a proposal for a Project, as defined hereafter, which as such is – partly – eligible for such funding,
- Part of the Project is to be carried out at the Multi Media Paviljoen at the premises of TU/e in Eindhoven,
- EhvEng is willing and able to provide funding to the Project in accordance with the terms and conditions of this Agreement, and
- The Project Partners are willing and able to carry out the Project in accordance with this Agreement and the Project Plan,

Therefore the Parties have agreed as follows:

ARTICLE 1 - DEFINITIONS

Words beginning with capital letter shall have the meaning of the terms in bold defined here below or elsewhere in this Agreement.

Affiliated Company means, with respect to each of the Parties, any corporation or other legal entity that directly or indirectly Controls, is Controlled by, or is under common Control with, such Party, but only with respect to the period said Control exists.

For the above purposes, "**(to) Control**" shall mean (to have) the right to elect a majority of the members of the board of directors of another corporation and/or legal entity, or (to have) the direct or indirect ownership of more than fifty per cent (50%) of the outstanding share capital of another corporation.

Agreement means this present document executed by all Parties hereto, including the Exhibits attached hereto, signed or initialled by all Parties.

Breach has the meaning attributed to it in Article 10.4.1.

Budget Sheet means the document, attached hereto as **Exhibit 2**, which contains the estimated eligible costs to implement the Project, broken down for each Project Partner in budget categories and describing in detail which (part of the) eligible costs are covered by the Grant.

Confidential Information means any proprietary and non-publicly available information exchanged between the Parties under this Agreement, including information concerning the progress and the results of research and development related to this Agreement. Such information would ordinarily be regarded and treated as confidential by the disclosing Party or would, given the nature of the information or the circumstance of its disclosure, be considered information of a confidential nature in the industry, whether or not specifically marked as such.

Consortium means the Project Partners together in their capacity of partners to the Project.

Coordinator means the Project Partner assigned by all Project Partners with, among other things, the tasks set out in Article 9.2 B) hereof.

Effective Date means the first date written above.

Final Payment has the meaning attributed to it in Article 10.1

Force Majeure means any situation or event that:

- (i) prevents any of the Parties from fulfilling its or their obligations under this Agreement
- (ii) was unforeseeable, and beyond the reasonable control of the Party/ies affected, and
- (iii) was not due to error or negligence of the Party/ies affected.

Events of Force Majeure shall include, without limitation, war, civil unrest, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and general shortages of energy.

The following shall not be regarded as Force Majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a valid case of Force Majeure,
- labor disputes or strikes, or
- financial difficulties.

Grant means the total amount of funding granted by EhvEng to the Project, as referred to in Article 7.

Improper termination has the meaning attributed to it in Article 12.3.1.

Intellectual Property Rights or **IPR** means patents, utility models and utility certificates, industrial design rights, copyrights (including without limitation copyrights in Software), database rights, topographies of semiconductor products' rights, registered design rights, applications for registered design rights, unregistered design rights and other statutory rights in designs, as well as any registrations, applications, divisions, continuations, re-examinations, renewals or reissues of any of the foregoing, and all other intellectual property rights and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing, whether or not any of these rights is registered, and including, without limitation, applications for registration of, and rights to apply for, any such rights, which exist now or in the future in any part of the world, excluding trademarks, trade names, and, as such, Confidential Information.

Multi Media Paviljoen and **MMP** mean the building at the premises of TU/E with that name located at the address Horsten 1 5612 AX Eindhoven.

Pre-Payment(s) has the meaning attributed to it in Article 10.1.1

Project means the Project entitled “[insert title of the project]” — [insert acronym] as described in the Project Plan set out in **Exhibit 1**. Exhibit 1 may contain more than one Project Plan, as long as the Project Partners in the Project Plans are exactly the same (not more or less either) in which case the Project Plans will still together be referred to in this Agreement as “(the) Project”.

Project Consortium Agreement (or **PCA**) means the agreement negotiated by all the Project Partners in which the Consortium specifies with respect to the Project the relationship between the Project Partners, in particular concerning the organisation of the work in the Project, the governance between the Project Partners, the management of the Project and the rights and obligations of the Project Partners.

Project Plan means the description of the Project, including, but not limited to, the various work packages and time schedule, deliverables and the related estimated costs.

Project Starting Date has the meaning attributed to it in Article 3.

Reclaim has the meaning attributed to it in Article 10.1.2.

Region means the region Brainport Eindhoven which is formed by 21 municipalities in South-East Noord Brabant also known as the “Metropool Regio Eindhoven”.

Results means any (tangible or intangible) result of the Project such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the Project, as well as any rights attached to it, including Intellectual Property Rights.

ARTICLE 2 —PROJECT TO BE IMPLEMENTED

This Agreement sets out the rights and obligations and the terms and conditions applicable to the Grant awarded by EhvEng to the Project Partners for implementing the Project.

The awarding of the Grant is subject to execution by the Project Partners of part of the Project in the Multi Media Paviljoen, subject to the provisions set out in **Exhibit 6**. EhvEng has the right to relocate the activities of the Project in MMP to another location in Eindhoven, but only on mutual consent from the Project Partners, which consent shall not unreasonably be withheld.

The grant is awarded to the Consortium for the Project entitled [insert title of the action] — [insert acronym] (‘Project’), as described in the Project Plan (**Exhibit 1**).

Met opmerkingen [LvdL1]: EhvEng is currently in discussion with the (future) Lessor of MMP regarding a new building to be erected on, most likely, the TU/e campus, which would be built in accordance the wishes of EhvEng. If such building is actually realised, EhvEng would prefer to move from MMP to such (custom made) building, in which case the Project Partners should preferably move with it.

ARTICLE 3 — DURATION AND STARTING DATE OF THE PROJECT

The duration of the Project will be [insert number] months (hereinafter “Project Period”) as of [insert date], hereinafter the “Project Starting Date”.

ARTICLE 4 — EFFECTIVE DATE

This Agreement becomes effective on the Effective Date.

ARTICLE 5 — PROJECT CONSORTIUM AGREEMENT

The Project Partners shall enter into a Project Consortium Agreement, which governs the Project between them. The Project Consortium Agreement shall describe, among other things, the arrangement between the Project Partners regarding, but not limited to:

- a) The rights and obligations with respect to Results, providing at least the rights and obligations as in broad lines described in Article 8.5,
- b) a governance structure applying between the Project Partners,
- c) exit of one or more Project Partners from the Project at their own request,
- d) a procedure to declare a Project Partner that is in breach of its obligations under the PCA a “Defaulting Party” or similar indication,
- e) termination of a Project Partner as a Defaulting Party,
- f) the (detailed) role of the Coordinator and a project manager, employed by the Coordinator.
- g) a detailed procedure to decide on suspension of implementation, or termination, of the Project,
- h) detailed rules regarding dissemination of Results,
- i) providing complete and correct information regarding the Project to EhvEng

The Coordinator of the Project is < insert Project Partner that is Coordinator >

The Project Consortium Agreement shall not contain any provision in conflict with this Agreement. The PCA shall apply between all Project Partners.

The Project Consortium Agreement shall, once executed by the Project Partners, be provided to EhvEng by the Coordinator, no later than 6 weeks after the Effective Date. Cost declarations based on Article 10 will not be taken into account without an executed PCA being in place.

ARTICLE 6 — ELIGIBLE COSTS

6.1 Eligible costs are those costs incurred during the implementation of the Project in connection with the Project and necessary for its implementation.

Eligible cost can be declared in accordance with the rules set out in Exhibit 3, including the applicable rules of the “Kaderbesluit nationale EZ subsidies” of 21 November 2008, hereinafter “Kaderbesluit”, it being understood that, in case:

- (i) the declaration method of Art. 12 Kaderbesluit is used (*integrale kostensystematiek*), the tariff per unit of the kostcenter (“kostendrager”) will be either the tariff approved by RVO or, if no such approval is available, the standard tariff of 125% of the actual direct cost of wages with no indirect cost, and
- (ii) the declaration method of Art. 13 Kaderbesluit is used (*loonkosten plus vaste-opslag-systematiek*), the percentage referred to in Art. 13.1 a) will be set by EhvEng, and
- (iii) the declaration method of Art. 14 Kaderbesluit is used (*vaste-uurtarief-systematiek*), the hourly tariff (actual wages and indirect cost attributable thereto) will be set by EhvEng.

Met opmerkingen [LvdL2]: Eligible cost are first of all cost incurred that are necessary for implementation of the Project. Furthermore all eligible cost in a Project are set out in the Project Plan (Exh. 1) and the Budget Sheet (Exh. 2), which are both agreed upon prior to signature. So this should make clear which cost are eligible and which are not. The types of cost that can be eligible are set out in 6.2.

Met opmerkingen [LvdL3]: Cost can also be eligible when declared in accordance with Kaderbesluit EZ, which most parties already are used to. It allows higher declarations than the 125% as set out in the first part of Art. 8.13 of the of the Alg. Voorw. (Annex 3). Regiofonds Brainport confirmed that het Kaderbesluit nationale EZ Subsidies is one of the regulations meant in “kostenberekening die binnen een subsidieregeling Europees of door een ministerie is goedgekeurd “ at the end of 8.13 Gen T&Cs (Annex 3). In order to make clear how and by whom the acceptable tariffs are determined, we added items (i), (ii) and (iii). So declarations can calculated accordance with:
(i) Art 12 Kaderbesluit (integrated cost calculation) based on either a method and percentage approved by RVO, or, absent of such approval, the 125% method of Brainport
(ii) Art. 13 Kaderbesluit: in which case the % in Art. 13.1 is set by EhvEng (who will only set this % in consultation with, and approval from, Brainport)
(iii) Art 14 Kaderbesluit: in which case the hourly tariff is set by EhvEng (who will only set this % in consultation with, and approval from, Brainport)

6.2 Eligible cost can be those as referred to in item 5 of the Blue Book of EHVEng, as is known to all Parties hereto.

6.3 Eligible cost are cost actually made, including cost of depreciation.

OPTIONAL: ARTICLE 6A – INVESTMENT AID FOR RESEARCH INFRASTRUCTURES

1. Where a research infrastructure pursues both economic and non-economic activities, the financing, costs and revenues of each type of activity shall be accounted for separately on the basis of consistently applied and objectively justifiable cost accounting principles.
2. The price charged for the operation or use of the infrastructure shall correspond to a market price.
3. Access to the infrastructure shall be open to several users and be granted on a transparent and non-discriminatory basis. Undertakings which have financed at least 10 % of the investment costs of the infrastructure may be granted preferential access under more favourable conditions. In order to avoid overcompensation, such access shall be proportional to the undertaking's contribution to the investment costs and these conditions shall be made publicly available.
4. The eligible costs shall be the investment costs in intangible and tangible assets.
5. The funding intensity shall not exceed 50 % of the eligible costs.

For the purpose of the previous sub-paragraphs, 'research infrastructure' means facilities, resources and related services that are used by the scientific community to conduct research in their respective fields and covers scientific equipment or sets of instruments, knowledge-based resources such as collections, archives or structured scientific information, enabling information and communication technology based infrastructures such as grid, computing, software and communication, or any other entity of a unique nature essential to conduct research. Such infrastructures may be 'single sited' or 'distributed' (an organised network of resources) in accordance with Article 2(a) of Council Regulation (EC) No 723/2009 of 25 June 2009 on the Community legal framework for a European Research Infrastructure Consortium (ERIC) (7)

ARTICLE 7 — GRANT

The percentage or amount of the eligible cost to be reimbursed by the Grant is as set out in the Budget Sheet, with a maximum of ([in words]) Euros and subject to the terms and conditions of this Agreement. The Grant is further subject to the "Algemene Voorwaarden en Toetsingscriteria Projecten Regio Deal Brainport Eindhoven", attached hereto as **Exhibit 3** and the "Aanvullende Voorwaarden Staatsteun Innovaties met Maatschappelijke impact", attached hereto as **Exhibit 4**, as well as subject to the conditions of use of MMP by the Project Partners in accordance with the provisions of **Exhibit 6** and the Project Plan.

All amounts in the Budget Sheet and the Grant are net amounts. Each Project Partner is responsible for the possible settlement or offsetting of the VAT.

ARTICLE 8 — RIGHTS AND OBLIGATIONS OF THE PARTIES

8.1 — Rights and obligations related to implementing the action

The Consortium must implement the Project as described in Exhibit 1 (Project Plan) in compliance with the provisions of this Agreement and all applicable EU and national laws and regulations.

8.2 —Third parties involved in the Project

If a Project Partner involves a third party in the Project (such as a subcontractor) it remains solely responsible and liable towards EHVEng regarding implementation of its part of the Project. For the avoidance of any doubt an Affiliated Company will not be regarded as a third party. Subcontractors may cover only a limited part of the Project. In case a Project Partner wishes to assign more than 20% of such Project Partner's cost to the Project, as appears from the Budget Sheet, to a third party, such assignment requires the prior written approval from EHVEng in order for such cost to be eligible.

8.3 — Principle Rights and obligations

- a) In the Multi Media Paviljoen EHVEng will organise joint activities for all consortia with the aim to create synergy between these consortia. Therefore the Consortium will carry out a part of the Project in the agreed location at MMP, as further detailed in the Project Plan and Annex 2 to Exhibit 6.
- b) In the Project a substantial participation of students' and companies' FTEs are involved, as set out in the Project Plan, who will typically use the facilities of the MMP, for their work in the implementation of the Project. The students/ company employees ratio is as set out in the Project Plan. Any substantial deviation from this total number of FTEs or from this ratio requires the prior written approval from EHVEng.
- c) Each Project Partner shall spend the total costs indicated in the Consortium's Budget Sheet for each such Project Partner, unless and to the extent, part of these cost are not required to achieve the intended results set out for such expenses in the Project Plan.
- d) The Consortium is responsible for the work of its group of students. In particular the Consortium has to verify whether the group of students works on the agreed subject and periodically sends reports on its activities and results, if any. The group of students works on a best-effort basis only and are not obliged to provide any deliverable to EHVEng. The Consortium will be supported in this respect by a student coordinator.
- e) The Project Partners shall keep material and equipment cost, which are covered by the Grant, reasonable to their objectives. The Project partners shall place such material and equipment in MMP to the extent required to carry out the tasks to be performed by the students and company employees in MMP.
- f) Each Party shall process personal data in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).
- g) Each Project Partner shall implement the Project in line with the principles of ethics and research integrity.
- h) The disclosure of Confidential Information between (only) the Project Partners shall be governed by the confidentiality provisions in the PCA.
- i) Each Party must keep confidential any Confidential Information (in any form) disclosed to it regarding the Project in view of preparation of this Agreement and/or during its implementation, until five (5) years after the Project Period set out in Article 3. The information disclosed by the Parties pursuant to this Agreement that would otherwise be Confidential Information shall not be deemed Confidential Information to the extent that it can be proven that such information is part of the public domain without violation of this Agreement or the PCA or disclosure to third parties takes place in view of dissemination in accordance with the relevant provisions in the PCA. The Project Partners have taken notice of the (email) message from Regiofond's Brainport to EHVEng of May 3, 2019 regarding Confidentiality and they agree that EHVEng may disclose the technical and financial reports from the Project Partners and the Consortium to Regiofond's Brainport as required in accordance with the provisions of Exhibit 3 which shall be treated by Regiofond's Brainport as Confidential Information and shall be kept confidential in accordance with the terms of the provisions 8.3 h), i) and j) hereof, it being understood, however, that each of EHVEng and Regiofond's Brainport shall be allowed to disclose such information if and only to the extent so requested or ordered by any competent court or governmental authority, provided, however, that the Project Partner who's Confidential Information is so to be disclosed

Met opmerkingen [LvdL4]: A more elaborate confidentiality provision can be added to the PCA or made as a separate document between the Project Partners.

is granted due advance notice of such a requirement as practicable in order to allow such party to take protective measures.

- j) The Parties shall take all reasonable steps which are necessary in order to maintain secrecy of Confidential Information.

8.4 — Rights and obligations related to the grant administration

- a) During implementation of the Project and thereafter, each Project Partner shall provide any information reasonably requested by EHVEng as far as required to enable EHVEng to verify eligibility of the costs, proper implementation of the Project and compliance with any other obligation under this Agreement.
Each Project Partner shall keep information regarding the Project up to date and inform the Coordinator and EHVEng about events and circumstances likely to affect the Grant and/or the Project.
- b) During the Project and for a period of five years after the Final Payment of the Grant, each Project Partner shall keep records and other supporting documentation in order to prove the proper implementation of the Project and that the cost it declares are eligible.
- c) Each Project Partner must execute the Project in accordance with the time schedule and conditions set out in the Project Plan.
- d) Every three (3) months the Coordinator shall submit as a minimum a quarterly technical status update for the first time within two months after the Project Starting Date, and once per year, no later than on January 20 of each year an annual (more extensive) technical report of the Project over the period until the previous calendar year, all in English. The technical report will be reviewed by EHVEng once per year.
- e) The annual technical report contains, as a minimum:
 - an explanation of the work carried out by the Consortium to date, and
 - an overview of the progress towards the objectives of the Project, including reference to the relevant milestones and deliverables in the Project Plan.
- f) The financial reports contain for each Project Partner an individual financial cost statement regarding such project Partner and the third party/ies involved by it, of the cost actually made (including depreciation cost) in the reporting period concerned which must detail the eligible costs for each budget category.
- g) The financial reports include the requests for Pre-Payment or, as the case may be, for the Final Payment, as these terms are further described and defined in Article 10.1.
- h) Within three months after the end of the Project, the Coordinator submits to EHVEng the final report in English, which indicates the activities for which the Grant was granted, together with the application for the Final Payment by EHVEng. This report must be audited and approved in (i) an audit report from an independent accountant, or, (ii) in case a Project Partner's contribution to the Project is limited to in-cash contributions only, in a report of factual findings, in a format which complies with the protocol accountantsverklaring Regiofonds Brainport B.V., attached hereto as **Exhibit 5**. After receipt of this final audit report or, as the case may be, the report of factual findings, the amount of the Final Payment will be determined.
- i) The Project Partners need to provide accurate, precise and complete requested information (see point a).
Findings in audits or checks carried out by or on behalf of EHVEng in the context of this Grant may lead to the rejection of ineligible costs (Art. 10.3), reduction of the grant (Art. 10.4), recovery of undue amounts (see Art. 10.4. (Reclaims)), suspension of the payments (art 10.5) or suspension of the Project implementation (see Art. 11.2) to the termination of this agreement or of the participation of a Project Partner (Art 12.1).
- j) For public bodies, any audit report required under this Agreement may be issued by an independent public officer with formal competence to audit the public body concerned (instead of by an external auditor).

8.5 — Rights and obligations related to Results

Met opmerkingen [LvdL5]: This means parties can choose to only submit a technical status update that does not give right to a Pre-Payment (as defined in Art. 10). If they also want a quarterly Pre-Payment, they will have to submit a technical and financial report. See further Art. 10. A technical status update can be a brief summary (half page summary) on the status of the project

Met opmerkingen [LvdL6]: Based on Art. 4.1 GT&Cs (Exh. 3), EHVEng must provide Brainport with a technical report for the entire Eindhoven Engine Project no later than 31 January of each year. For this, EHVEng needs the input from the Projects..

- a) The Parties agree that all Results from the Project shall be owned by the Project Partner(s) in accordance with the terms and conditions of the Project Consortium Agreement made between the Project Partners, which shall always respect the provisions of Regulation EU/651/2014 and those of the Communication from the Commission of June 27, 2014, (2014/C 198/01) regarding the Framework for State Aid for research and development and innovation (“Commission Communication”), including, but not limited to, par. 2.2.2 thereof. Each Project Partner owning IPR must grant access rights to its Results to the other Project Partners for free for the implementation of the Project.
- b) In case a Project Partner being an enterprise, wishes to acquire Results from another Project Partner being a research organisation, this shall take place in compliance with par. 2.2.2, item 28 and 29 of the Commission Communication.
- c) Each Project Partner must examine the possibility of protecting its Results.
- d) The PCA must provide for rules regarding dissemination of Results, which cannot be in conflict with Regulation EU/651/2014/ or the Commission Communication.
- e) Any transfer of ownership of Results must respect any access rights granted to the (other) Project Partners under the PCA.
- f) Unless not reasonably possible, the Consortium and each Project Partner must display an acknowledgment of Regiofonds Brainport BV’s and Eindhoven Engine’s funding support, in any communication about Results.
- g) Each Project Partner herewith grants a fully paid-up, royalty-free, personal, non-transferrable irrevocable, non-exclusive license under any of the Results, to EHVEng for educational purposes only (not for commercial use) during the lifetime of the respective Results and or applicable IPR, subject, however to the confidentiality obligations of Article 8.3. i) and j), it being understood that if and when the PCA allows dissemination of Results by the Project Partners, EHVEng will be allowed to use these Results for educational Purposes.

Met opmerkingen [LvdL7]: See also 8.5 b) and d):
1) The Regulation EU/651/2014 (AGVV) does not refer to avoiding “indirect” state aid, whereas the provisions in par. 2.2.2. (items 28 and 29) of the Commission Communication ([https://eur-lex.europa.eu/legal-content/NL/TXT/PDF/?uri=CELEX:52014XC0627\(01\)&rid=7](https://eur-lex.europa.eu/legal-content/NL/TXT/PDF/?uri=CELEX:52014XC0627(01)&rid=7)) do refer to IP related arrangement to avoid indirect state aid and Brainport wishes to be sure that these rules are followed.
2) The Dutch TKI regeling” (formally “ de PPS Regeling Toeslagregeling”) (<https://www.sdu.nl/content/regeling-nationale-ez-subsidies>), which applies to the Grant, determines at several points that Art. 2.2.2. items 28 b, c, or d and item 29 must be complied with. See Art. 3.4.2. a), 3.2.5. 1. A) and 3.2.11 1. a) of the Dutch TKI regeling. So the Projects and their PCA must be in line with these provisions.

Met opmerkingen [LvdL8]: We have to refer to these basic principles (<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014R0651&from=NL>), in line with the State Aid rules because the grant concerns public money. In the PCA the Project Partners will decide the way to apply these basic principles.

Met opmerkingen [LvdL9]: EHVEng runs the EHVEng Academy through which it wants the right to use the Results for educational purposes only.

ARTICLE 9 — PROJECT PARTNERS’ ROLES AND RESPONSIBILITIES

9.1 Each Project Partner has full responsibility for implementing such part of the Project as is assigned to it in the Project Plan and for complying with this Agreement. If a Project Partner fails to implement its part of the Project, the other Project Partners will use reasonable endeavours to implement this part (without being entitled to any additional Grant for doing so other than the Grant initially intended for the failing Project Partner). However EHVEng may expressly relieve them of this obligation, which relief shall not unreasonably be withheld.

9.2 Internal division of roles and responsibilities

A) The internal roles and responsibilities of the Project Partners are divided as follows:

Each Project Partner must:

- 1) keep all its relevant Project related information stored and up to date;
- 2) inform the Coordinator immediately of any events or circumstances likely to affect significantly, or delay, the implementation of the Project;
- 3) submit to the Coordinator in good time for the periodic or final reports;
 - a) individual financial statements for itself and its involved third parties and, if required, certificates on these financial statements;
 - b) the data needed for the Coordinator to draw up the technical reports;
 - c) any other documents or information required by EHVEng under the Agreement.

B) The Coordinator must:

- 1) monitor that the Project is implemented properly;
- 2) act as the intermediary for all communications between the Project Partners and EHVEng (in particular, providing EHVEng with the information described in Article 8.4;

- 3) deliver complete and correct documents and information from the Project Partners, that are required by EhvEng
- 4) submit the technical and financial reports to EhvEng;
- 5) ensure that all Pre-Payments by EhvEng are forwarded to the other Project Partners without undue delay;
- 6) inform EhvEng of the amounts paid to each Project Partner, when requested by EhvEng.

C) The Project Partner that is a knowledge institute must, on behalf of the Consortium (Art.8.3 d):

- 1) drive the activities of its group of students,
- 2) check the work of the group of students and,

on behalf of themselves, decide (together with the other possible knowledge institutes involved if any), within the boundaries to be agreed upon by the Consortium, how to allocate part of the Grant received for the group of students' activities.

The Coordinator may delegate or subcontract its above-mentioned tasks to another Project Partner, or to a third party (including linked third parties), if agreed with the other Project Partners, it being understood that any such delegation or subcontracting shall be without prejudice the Coordinator's responsibility and liability in that role.

Met opmerkingen [LvdL10]: It is OK that Coordinator delegates or subcontracts its tasks to another Project Partners of a third Party. However this should not influence the Coordinator's position towards the other Project Partners or EhvEng.

ARTICLE 10 — PAYMENTS AND PAYMENT ARRANGEMENTS

10.1.1 Payments of the Grant under this Agreement consist of (i) pre-payments each time after receipt and approval by EhvEng of the intermediate financial and technical reports ("**Pre-Payments**"), which may cover one, two, three or four calendar quarters and (ii) one final payment after finalisation of the Project and receipt and approval of the final financial and technical report, as described in Article 8.4.h ("**Final Payment**"). Financial reports for Pre-Payments, declaring cost made during one, two, three or four calendar quarters, as the case may be, can be issued to EhvEng at any time, regardless the period with regard to which cost are declared. However, the Project Partners are aware that, in accordance with Article 5.5 of the general terms and conditions, as set out in Exhibit 3, cost that are included in any financial report requesting Pre-Payments, can only be declared by EhvEng with Regiofonds Brainport B.V. in one of the following time windows: between 1 January and 15 February, between 1 April in 15 May, between 1 July and 15 August and between 1 October and 15 November. In view of this it is understood by the Parties that EhvEng will take its best effort to review and process financial reports received from the Project partners within two weeks upon receipt, before forwarding such financial reports, together with a total cost declaration by EhvEng, to Regiofonds Brainport B.V.. The final financial report and technical report must be issued within three months after the end of the Project.

10.1.2.1 Pre-Payments will be payments of only 80% for each individual Project Partner's cost statement for the period concerned. The remaining 20% will each time be retained by EhvEng and will be paid out to the Coordinator for further distribution, after Final Payment is determined. This retained amount can be used by EhvEng for recovering possible reclaims of funding as referred to in Article 10.4.2 hereinafter a "**Reclaim**".

10.1.2.2 However, based on Article 5.4 of the "Algemene Voorwaarden en Toetsingscriteria Projecten Regio Deal Brainport Eindhoven" (Exhibit 3) a Project Partner may request to receive a Pre-Payment of 100% of the funding for the cost declared, for a period that does not include the end of the Project. In such case the financial report must be audited and approved in an audit report from an independent accountant, in a format as attached hereto as **Exhibit 5** ("protocol accountantsverklaring Regiofonds Brainport B.V.").

10.1.2.3 After the end of the Project the Final Payment will, per Project Partner, include the remaining 20% of the Grant to the extent not used for Reclaims from such Project Partner. In case the total amount of Reclaims from a Project Partner exceeds the 20% of the Grant attributed to the pertaining Project partner, EhvEng is entitled to withhold the remaining part of

Met opmerkingen [LvdL11]: A financial report requesting a Pre-Payment can refer to one, two, three of four calendar quarters. Furthermore it can be issued to EhvEng at any time. However, in Art. 5.5 of the Gen T&Cs (Exhibit 3) there are four time-windows given within which EhvEng can declare cost with Brainport. So if the Coordinator wishes quick processing of their payment request, it should not issue their request too shortly before the end of such time-window.

the amount of such Reclaims from the rest of the retained 20% of the total Grant amount for the entire Consortium as referred to in sub-paragraph 10.1.2.1 here above.

10.1.2.4 For public bodies, any audit report required under this Agreement may be issued by an independent public officer with formal competence to audit the public body concerned (instead of by an external auditor).

10.2— Bank account for payments

All Pre-Payments and Final Payments will be made to the following bank account available to the Coordinator:

Name of bank

Full name of the account holder

Full account number...(including bank code)

IBAN code...

Payments will be made to the Coordinator according to the technical and financial reports to the extent approved by EhvEng and Regiofond's Brainport BV, within 90 days from receiving the aforementioned reports, except in case and to the extent of any suspension of a payment in accordance with article 10.4). EhvEng may once extend this period of 90 days with an additional period of maximum 30 days if so required to assess the reports for approval. The Coordinator must subsequently distribute these payments between the Project Partners in accordance with the relevant individual Project Partners' cost statements of the financial report concerned, or, if this is less, in accordance with such part of the financial report as approved by EhvEng. These payments shall be made without unjustified delay.

Payments to the Coordinator will discharge EhvEng from its payment obligation towards all Project Partners.

10.3—Rejection for ineligible costs

EhvEng may reject costs included in a financial report if such cost are not eligible or are found to be outside the scope of the budget categories set out in the Budget Sheet:

In such case EhvEng will notify the Coordinator and the Project Partner involved of the rejection of costs, the amounts and the reasons why (the "**Rejection Notice**"). The Project Partner involved may — within 30 days of receiving the Rejection Notice notify EhvEng of its disagreement and provide the reasons for disagreement. EhvEng shall subsequently take a decision. Such decision may be challenged by the Project Partner concerned through arbitration in accordance with "het Arbitragereglement" of "het Nederlandse Arbitrage Instituut"..

10.4—Reduction of the grant for breach of obligations

10.4.1 EhvEng may reduce the Grant amount to a Project Partner, if (i) during the term of this Agreement or even after the Final Payment, it appears that such Project Partner, or a natural person who has the power to represent or take decisions on its behalf, is or was in irreparable breach of its obligations under this Agreement or during the award procedure, including, but not limited to, improper implementation of the action, submission of false information prior to the execution of this Agreement or during the course of the Project or failure to provide the required information, each hereinafter referred to as a "**Breach**", or (ii) if the European Commission would judge that the Grant qualifies as unauthorised state aid.

10.4.2 — Calculation and procedure of the reduction

The amount of the reduction will be determined by the damage caused by the occurrence of the Breach concerned. Before reduction of the Grant to a Project Partner based on Breach, EhvEng will notify by a 'pre-information letter' the Coordinator and the Project Partner involved:

- informing it of its intention to reduce the Grant, the amount it intends to reduce and the reasons why and

- inviting the Project Partner concerned to submit observations within 30 days of receiving the pre-information letter.

If EhvEng does not receive any observations or decides to pursue reduction despite the observations it has received, it will notify confirmation of the reduction (if applicable, together with the notification of amounts due). In case a reduction of the Grant based on Article 10.4.1 is based on a decision by the European Commission that the Grant qualifies as unauthorised state aid, or, as the case may be, is determined after a Pre-Payment is made for the period in which a Breach occurred, the reduction leads to a repayment obligation for the Project Partner concerned and the amount involved will be regarded a Reclaim and can be withheld from the retained amount of 20% of the Grant, referred to in Article 10.1.

For the avoidance of any doubt, a Project Partner that never received any part of the Grant, e.g. because it only made in-kind contributions, can never be liable for any repayment obligation towards EhvEng regarding the Grant.

10.5 — Suspension of payments

10.5.1 If a Project Partner has committed or is suspected of having committed a Breach, EhvEng may at any moment, in whole or in part suspend payment of the Grant for such Project Partner.

EhvEng may also suspend payments of the Grant, or parts thereof, in case Regiofonds Brainport B.V. notifies EhvEng that it will suspend payment of the Grant, or part thereof, on the basis of the “Algemene Voorwaarden en Toestingscriteria Projecten Regio Deal Brainport Eindhoven” (Exhibit 3) or the “Aanvullende Voorwaarden Staatssteun Innovaties met Maatschappelijke Impact” (Exhibit 4).

10.5.2 Before suspending payments, EhvEng will notify the Coordinator and the Project Partner concerned:

- informing them of its intention to suspend payments and the grounds on which the suspension is based and
- inviting the Project Partner to submit observations or countering arguments within 30 days of receiving the notification

Upon receipt by EhvEng of observations or countering arguments within these 30 days, or, absent to these, after the end of the 30 day period, EhvEng will send a confirmation notification to the Project Partner concerned and the Coordinator of its decision that either the suspension continues or not.

10.5.3 If payments are suspended for one or more Project Partners, EhvEng will make partial payment(s) for the Project Partners for whom payments of the Grant are not suspended.

The suspension will take effect as from the day the confirmation notification is sent by EhvEng

10.5.4 During the suspension, the periodic report(s) for all reporting periods, shall not contain any individual financial statements from the Project Partner(s) concerned or its linked third parties. The Coordinator must include these financial statements in the first periodic report after the suspension is lifted or — if suspension is not lifted before the end of the Project— in the final report.

10.5.5 If the reason for the suspension no longer applies, the suspension will be lifted. In such case EhvEng will formally notify the Coordinator and the Project Partner(s) concerned thereof.

ARTICLE 11 — SUSPENSION OF THE PROJECT IMPLEMENTATION

11.1.1 — Suspension of the Project implementation -by the Project Partners-

Met opmerkingen [112]: Please be aware of the following: In case an in-kind-only contributing Project Partner does not contribute the full in-kind contribution as agreed between the Project Partners, and, as a consequence thereof the total amount of the Grant would be reduced (because there is not enough “matching” of the Grant as allowed, this would mean that other Project Partners receive less funding than anticipated. These Project Partners might hold that in-kind-only contributing Party liable for the reduction. But that would just be a claim for non-performance between contract parties. This is not addressed in this GA and, if at all, should be arranged in the PCA between the Project Partners. EhvEng would have nothing to do with any such claim.

Project Partners may, in accordance with the relevant procedure set out in the PCA, decide on suspension of implementation of the Project or a part of it, in case circumstances qualifying as Force Majeure make implementation impossible or excessively difficult, but only as long as these circumstances exist.

11.1.2 — Procedure

In such case, the Coordinator must immediately notify EhvEng of the suspension decision, stating:

- the reasons why and
- if possible, the expected date of resumption.

11.1.3 The suspension will take effect the day this notification is received by EhvEng

Once circumstances allow for implementation to resume, the Coordinator must, unless this Agreement in the meantime has been terminated, immediately notify EhvEng of the date on which the Project will be resumed and request an amendment of this Agreement (and/or the Project Plan) to extend the duration of the Project and make other changes necessary to adapt the Project Plan to the new situation.

Costs incurred during suspension of the action implementation are not eligible.

11.2 — Suspension of the Project implementation- by EhvEng -

11.2.1 EhvEng may suspend implementation of the Project or any part of it, if:

- a) a Project Partner is in Breach or
- b) in case Regiofonds Brainport BV notifies EhvEng that the Project implementation must be suspended on the basis of the Algemene Voorwaarden en Toetsingscriteria Projecten Regio Deal Brainport Eindhoven” (**Exhibit 3**) or the “Aanvullende Voorwaarden Staatssteun Innovaties met Maatschappelijke Impact” (**Exhibit 4**).

11.2.2 — Procedure

Before suspending implementation of the Project, EhvEng will notify the Coordinator:

- informing it of its intention to suspend the implementation and the reasons why and
- inviting it to submit observations or counter arguments within 30 days of receiving the notification.

Upon receipt by EhvEng of observations or countering arguments within these 30 days, or, absent to thereof, after the end of the 30 day period, EhvEng will send a confirmation notification to the Coordinator of its decision that either the suspension of the Project continues or not. The suspension will take effect five days after the date of the confirmation notification (or on a later date if so specified in the notification).

11.2.3 If the reason for the suspension no longer applies, the suspension will be lifted, unless this Agreement has in the meantime been terminated. In case the suspension will be lifted, EhvEng will notify the Coordinator thereof. This Agreement (and/or the Project Plan) will be amended to set the date on which the Project will be resumed, extend the duration of the Project and make other changes necessary to adapt the Project Plan to the new situation.

The suspension will be lifted with effect from the resumption date set out in the amendment of this Agreement.

11.2.4 Costs incurred during suspension are not eligible.

11.2.5 EhvEng is not liable towards the **Project Partners** for damages due to a suspension by EhvEng.

11.2.6 Suspension of the Project implementation does not affect EhvEng’s right to terminate this Agreement or participation of a Project Partner, to reduce the Grant or recover amounts unduly paid.

ARTICLE 12 — TERMINATION OF THE AGREEMENT OR OF THE PARTICIPATION OF A PROJECT PARTNER

12.1. — Termination of the Grant Agreement or the participation of one or more Project Partners by EhvEng.

12.1.1 EhvEng may terminate this Agreement without being liable towards the Project Partners if:

- a) the Consortium (all the Project Partners) is in Breach of its obligations under this Agreement, including but not limited to not fulfilling the obligations in the paragraphs a), b) and c) of the art 8.3;
- b) there is a valid reason to believe that the Grant will not be spent or insufficiently used for the purpose for which the Grant was requested;
- c)
- d) there is a legitimate reason to believe that the continuity of the Consortium's activities is not sufficiently guaranteed;
- e) implementation of the Project is prevented by Force Majeure or suspended by the Coordinator on behalf of the Project Partners (Art.11.1) and either resumption is impossible, or other necessary changes to this Agreement would call into question the decision awarding the Grant or breach the principle of equal treatment of the applicants;
- f) Regiofonds Brainport B.V. has decided to withdraw the grant decision taken by Stichting Brainport, either in full or in part on the basis of the "Algemene Voorwaarden en Toetsingscriteria Projecten Regio Deal Brainport Eindhoven" (**Exhibit 3**) or the "Aanvullende Voorwaarden Staatssteun Innovaties met Maatschappelijke Impact" (**Exhibit 4**) or a decision from the State of The Netherlands to stop the "Decentralisatieuitkering" to the municipality of Eindhoven or the municipality of Eindhoven decides to stop the transfer of the Decentralisatieuitkering to Regiofonds Brainport BV;
- g) a change to Project Partner(s)'s legal, financial, technical, organisational or ownership situation substantially affects or delays or is likely to substantially affect or delay the implementation of the Project or calls into question the decision to award the Grant.

12.1.2 EhvEng may terminate participation of a Project Partner to the Project if:

- a) the Project Partner is in Breach, that cannot be remedied, or that has not been remedied within 30 days upon written notice to that effect from EhvEng,
- b) the Project Partner is declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law,

12.1.3

a) Except in case of Force Majeure, before terminating this Agreement, either entirely or for a Project Partner, EhvEng will notify the Coordinator and, if any, the Project Partner concerned:
- informing it or them of its intention to terminate and the reasons why and
- inviting it or them, within 30 days of receiving notification, to submit observations and counter arguments, and — in case of Breach of obligations under Article 12.1.1 a) to inform EhvEng of the measures to be taken within 30 days after the notification. to remedy the Breach and ensure compliance with the obligations under this Agreement.

Upon receipt by EhvEng of observations or countering arguments or upon remedy of the Breach within these 30 days, or, absent to these, after the end of the 30 day period, EhvEng will send a notification to the Coordinator and/or the Project Partner concerned of its decision to (i) either terminate the Agreement or, as the case may be, the participation of the Project Partner concerned to the Project, including the effective date of such termination (hereinafter the "**Termination Notice**"), or (ii) not to terminate.

b) In case of the occurrence of Force Majeure which has continued for three months, or is foreseeable to continue for at least three months, EHVEng is entitled to terminate this Agreement or the participation of the Project partner that is affected by the event of Force Majeure, with immediate effect through written notice to the Coordinator and, if applicable, to the Project Partner concerned.

c) A decision to terminate, based on one of the circumstances describe in Art. 12.1.1 e) and f) shall not be open to appeal or dispute resolution by any court, unless otherwise stated in the Termination Notice.

12.1.4 The termination will take effect on the day specified in the Termination Notice.

12.1.5 — Effects of Termination

12.1.5. a) of the Agreement

In case of termination of the Agreement the Coordinator must, within 30 days from the effective date of termination submit to EHVEng:

- 1) a periodic (technical and financial) report and
- 2) a final (technical and financial) report

If, however, the Agreement is terminated for breach of the obligation to submit technical or financial reports, the Coordinator may not submit any further intermediate or final reports after the date of the Termination Notice.

If EHVEng does not receive the periodic and final reports from the Coordinator within 30 days after the effective date of termination, only costs included in cost statements of prior approved periodic reports will, if eligible, be open to receiving part of the Grant. However, in case the periodic and final reports were not sent to EHVEng only due to a failure by the Coordinator to prepare and forward such. Reports to EHVEng the other Project Partners shall have an additional 30 days period to repair such omission by the Coordinator. It is the Project Partners' own responsibility to timely make use of this option to repair. EHVEng will calculate the amount of the Final Payment on the basis of the reports submitted in a timely manner, in accordance with the provisions of this Agreement. Only costs incurred until the effective date of termination are eligible. Costs relating to contracts, that become due after the effective date of termination are not eligible.

Except for cases of intent, gross negligence or wilful misconduct, EHVEng is not liable towards the Project Partners for damages due to termination by EHVEng.

12.1.5. b) of the participation of a Project Partner

In case of termination of the participation of a Project Partner to the Project, within 30 days from the effective date of such termination the Coordinator must provide to EHVEng:

- 1) a report on the distribution of all Pre-Payments made to the Project Partner concerned until the effective date of termination;
- 2) a request for amendment of this Agreement and the Project Plan, with a proposal for reallocation of the tasks and estimated budget of the Project Partner concerned and, if necessary, the addition of one or more new Project Partners. If, however, the date of the Termination Notice lies after the end of the Project as follows from Article 3, no request for amendment must be submitted unless the Project Partner concerned is the Coordinator, in which case the request for amendment can only refer to the appointment of a new Coordinator, and
- 3) if termination takes effect before the end of the Project: a final financial and technical report regarding the Project Partner concerned, for the open reporting period until termination, containing an overview of the progress of the work and of the use of resources since the previous technical and financial report.

The information in the final report regarding the terminated Project Partner must also be included in the periodic technical and financial report regarding the whole Consortium for the

reporting period running at the time of the Termination Notice for the Project Partner concerned.

Upon receipt by EHVEng of the final report for the terminated Project Partner, the new periodic report for the Consortium and the report on distribution of payments to the terminated Project Partner, EHVEng will calculate the amount of either the Final Payment to the terminated Project Partner or, in case of a reduction of the Grant for the terminated Project Partner (Art. 10.4.2), of a Reclaim.

12.2— Termination of the participation of a Project Partner

By the other Project Partners

12.2.1 In case the Project Partners, in accordance with the relevant provisions of the PCA, decide to terminate the participation of a Project Partner, either on request of the Project Partner concerned or after they have declared the Project Partner as a Defaulting Party, the Coordinator must notify the termination to EHVEng and to the Project Partner concerned.

12.2.2 The notification to EHVEng must include:

- the grounds for termination;
- the opinion of the Project Partner concerned (or proof that this opinion has been requested in writing but not received);
- the date the termination takes effect, which date must be after the date of the notification, and
- a request for amendment of this Agreement and the Project Plan with a proposal for reallocation of the tasks and the estimated budget of the Project Partner concerned and, if necessary, the addition of one or more new Project Partners.

If termination takes effect after the period set out in Article 3, no request for amendment must be included unless the Project Partner concerned is the Coordinator, in which case the amendment can only refer to the appointment of a new Coordinator.

12.2.3 In view of calculation of a Final Payment to the terminated Project Partner or the Reclaim, the provisions of Article 12.1.5 b apply.

12.3 — Termination of the Project by Project Partners-

12.3.1 The Project Partners cannot terminate this Agreement. The Project Partners together as Consortium can, however, terminate the Project, in case in accordance with the procedure in the PCA as specified under Article 5.g) it is decided that

- a) the Project will not reach its intended end result, or
- b) there is a legitimate reason to believe that the continuity of the Consortium's activities is not sufficiently guaranteed,

The Coordinator must notify termination of the Project to EHVEng stating:

- the reasons why and
 - the date the termination will take effect. This date must be after the date of the notification.
- If no reasons are given or if none of the reasons under 12.3.1 a) or b) applies, such termination will be considered an “**improper termination**”.

The termination will take effect on the day specified in the notification.

12.3.2 — Effects

The Coordinator shall, within 30 days from when termination takes effect, submit:

- 1) a periodic report (for the open reporting period until termination) and
- 2) the final report.

If EhvEng does not receive the reports within these 30 days, only costs which are included in earlier approved periodic reports will be taken into account to determine the Final Payment. EhvEng will calculate the Final Payment amount on the basis of the reports submitted. Only costs incurred until termination can be eligible. Costs relating to contracts that become due after the effective date of termination are not eligible. Improper termination may lead to a claim for damages by EhvEng up to the total amount of the Grant.

12.4 – Surviving Provisions

In case of termination of this Agreement, termination of the participation to the Project of a Project Partner or termination of the Project, the provisions of this Agreement that by their nature are destined to survive termination of this Agreement, including, but not limited to Articles 1, 6, 7, 8.3 subsections e) f) g) h), i) and j) , 8.5), 9.2, 10.1 – 10.4, 12.1.5, 12.3.2, 12.4, 14, 16 and 17 shall so survive as long as required to serve their purpose.

ARTICLE 13 — FORCE MAJEURE

Any situation constituting Force Majeure must be notified by the Party/ies affected by it to the other Party/ies without delay, stating the nature, likely duration and foreseeable effects. If the Project Partners are affected by Force Majeure, they must immediately take all the necessary steps to limit any damage resulting from the Force Majeure and do their best to resume implementation of the Project as soon as possible. The Party/ies affected by Force Majeure from fulfilling its obligations under this Agreement cannot be considered in breach of them.

ARTICLE 14 — LIABILITY FOR DAMAGES

14.1 Liability of EhvEng

EhvEng's liability for any damage that may arise out of or in connection with this Agreement is limited to the maximum funding to be received hereunder by the Project Partners on the basis of amounts of eligible cost each respective Project Partner contributes to the Project as shown in the Budget Sheet, without prejudice, however, to liability for gross negligence and wilful misconduct , which shall not be limited. EhvEng cannot be held liable by any of the Project Partners for any damage caused by any of the other Project Partners or third parties involved in the Project as a consequence of implementing this Agreement and/or the Project.

14.2 Liability of the Project Partners

None of the Parties shall be liable to the other Parties for any punitive, incidental or consequential damages arising out of this Agreement even if such Party has been advised of the possibility of such damages.

The liability of each of the Project Partners to EhvEng for any direct damage that may arise out of or in connection with this Agreement shall be limited to the amounts each respective Project Partner contributes to the Project as shown in the Budget Sheet, unless such damage is caused by wilful misconduct or gross negligence in which case liability shall not be limited, while liability for damage to the MMP building as a consequence of fire is limited to the maximum amount of the insurance coverage of the Project Partner having been found liable for having caused the damage, and liability for other damage to real property, including, but not limited to, electrical or other installations, and to moveable goods, is limited to one million Euro.

Liability amongst the Project Partners is not provided for in this Agreement and can be arranged in the PCA.

ARTICLE 15 — AMENDMENTS TO THE GRANT AGREEMENT

This Agreement can only be amended through a written amendment document executed by EhvEng and all (remaining) Project Partners.

ARTICLE 16 — MISCELLANEOUS

16.1 Set-Off

At all times — EhvEng shall be entitled to set-off any payments due by it to the Coordinator or to any individual Project Partner against any payment obligations by any Project Partner towards EhvEng, including, but not necessarily limited to, a Reclaim.

16.2 Notices/notifications

All “notices” and “notifications” referred to in this Agreement shall be addressed to the addresses set out for each Party on the first page hereof or to the e-mail addresses set out for each Party here below:

If to EhvEng: [email address]

If to [part 2]: [email address]

If to [part 3]: [email address]

Etcetera.

Notices shall be deemed given:

- if delivered by hand: at the time of actual delivery,
- if sent through either e-mail: upon delivery at the receiving e-mail account
- if send through ordinary mail: three days after the day of dispatch
- if send through register mail or overnight courier: at the time of delivery stated in the delivery documents.

ARTICLE 17 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The Grant Agreement shall be governed by the laws of the Netherlands, without giving effect to its conflict of laws provisions.

Unless explicitly otherwise provided herein, all disputes concerning this Agreement that the Parties are not able to settle amicably amongst them, shall be settled by competent court in 's-Hertogenbosch, the Netherlands.

ARTICLE 18– EXHIBITS-ANNEXES -SIGNATURE AND INITIAL

The Exhibits form integral part of this Agreement.

These are:

- **Project Plan (Exhibit 1)**
- **Consortium's budget sheet in specific format (Exhibit 2)**
- **Algemene Voorwaarden en Toetsingscriteria Projecten Regio Deal Brainport Eindhoven (Exhibit 3)**
- **Aanvullende Voorwaarden Staatssteun Innovaties met Maatschappelijke Impact”(Exhibit 4)**
- **protocol accountantsverklaring Regiofonds Brainport BV (Exhibit 5)**
- **Conditions of Use MMP (Exhibit 6)**

Agreed and executed by the Parties' duly authorised representative in ... fold:

1) **For Eindhoven Engine B.V.**

Eindhoven Engine Model Grant agreement

[signature]

Name;
Function:
Date:

For the Project Participants:

2) [party 2]

[signature]

Name;
Function:
Date:

3) [party 3]

[signature]

Name;
Function:
Date:

4) [party 4]

[signature]

Name;
Function:
Date:

5) [party 5]

[signature]

Name;
Function:
Date:

Eindhoven Engine Model Grant agreement

Exhibit 1
Project Plan

Eindhoven Engine Model Grant agreement

Exhibit 2
Budget Sheet

Eindhoven Engine Model Grant agreement

Exhibit 3
Algemene Voorwaarden en Toetsingscriteria Projecten Regio
Deal Brainport Eindhoven

Eindhoven Engine Model Grant agreement

Exhibit 4

Aanvullende Voorwaarden Staatssteun Innovaties met Maatschappelijke Impact

Eindhoven Engine Model Grant agreement

Exhibit 5

protocol accountantsverklaring Regiofonds Brainport BV

Eindhoven Engine Model Grant agreement

Exhibit 6
Conditions of Use MMP

Eindhoven Engine Model Grant agreement