

# Grant Requirements Dutch Kidney Foundation as from 1 January 2017

## Article 1: Definition of terms

In the Grant Requirements the below definitions have the following meaning:

Accountant:	an independent registered accountant or accountant-administration consultant with regard to whom an entry has been made in the accountants' register within the meaning of article 36, second paragraph, subparagraph i, of the Accountancy Profession Act.
Audit opinion:	an authenticated and signed statement by Accountant of the Grantee, not being an employee of the Grantee, regarding a Project in compliance with Template Audit Opinion belonging to the Audit Protocol (Attachment A), in which the Accountant declares to have verified the regularity of the spending of the Grant in compliance with the Audit Protocol.
Existing documents:	the forms, requests and other documents required by the Dutch Kidney Foundation, as made available on the Dutch Kidney Foundation website, at the moment that these will be used by or on behalf of the Grantee.
Consortium project:	a Project residing under the Kidney Foundation Consortia Program and which is carried out by a consortium, being a collaboration between at least two partner organizations. A Consortium project has <i>one</i> Project leader, i.e. the principal investigator of the Consortium project. The specification of the Grant awarded to a Consortium project takes place via a Grant Letter and a financing agreement between the Dutch Kidney Foundation and the consortium. A partner of a consortium is Grantee with regard to that part of the Grant which has been granted to the partner organization. The Grant Requirements as determined in this document apply to Consortium projects, where in case of reference to the Grant Letter the financing agreement of the Consortium project is included.
Audit Protocol:	the Audit Protocol Grant Justification Dutch Kidney Foundation (dated 7 November 2016).
Financial Justification:	"Financiële verantwoording", a specification of the total costs spent on the Project, signed by the financially responsible person of the Grantee, presented on the current form and in compliance with the stipulations as may be found on the Dutch Kidney Foundation website.
Grantee:	the natural person or legal entity in charge of the Project, entirely or partially subsidized by the Dutch Kidney Foundation and of the spending of the Grant.
ISAB:	the International Scientific Advisory Board (ISAB), which assesses (preliminary) requests for Consortium projects and advises the Program Committee of the Dutch Kidney Foundation based on these assessments.
Program Committee:	the committee appointed by the Dutch Kidney Foundation, consisting of the manager Care & Innovation (C&I), ("Zorg en Innovatie") of the Dutch Kidney Foundation and the Program manager(s) of C&I who is/are responsible for granting Projects, progress monitoring and possible adjustments of Projects within the context of the substantive objectives of the Dutch Kidney Foundation as well as the approval of reports.
Program manager:	the natural person, employed by the Dutch Kidney Foundation, who contributes to the mission and strategy by developing, phrasing and realization of projects and activities, whether or not linked to a specific program.
Project:	an activity demarcated in time or a coherent series of activities with a pre-defined objective and a pre-defined budget.

Project description:	the description of the project in the Project Proposal as submitted by the Grantee, in the version that has been approved by the Dutch Kidney Foundation by means of the Grant Letter including possible changes to this Project Proposal as approved by the Dutch Kidney Foundation.
Project code:	the code attributed to the Project by the Dutch Kidney Foundation.
Project leader:	the natural person in charge of the execution of the Grantee's Project. Grantee and Project leader may be the same person.
Project employee:	person who is entrusted, under the supervision of the Project leader, with the actual execution of the Project.
References:	independent, external experts who, at the request of the Program Committee, the SC or the ISAB assess grant requests / Project Proposals, progress- and final reports and subsequently make recommendations.
Starting date:	date of the start of the activities in support of the Project, for which the Dutch Kidney Foundation has awarded a Grant, as stated on the 'Notification form start project', or any other date as agreed on with the Program manager.
Grant:	Financial means, provided or to be provided by the Dutch Kidney Foundation, for a Project, other than payments for goods or services rendered to the Dutch Kidney Foundation.
Grant Letter:	the written notification of the grant (and its scope) awarded by the Dutch Kidney Foundation.
SC:	the Scientific Council (SC) ("Wetenschapsraad"), that advises the Program Committee (PC) of the Dutch Kidney Foundation regarding the scientific quality of grant requests and Project Proposals for research and on the scientific importance of the Project Proposal in question.

## **Article 2: Applicability**

- 2.1. These Grant requirements are applicable to the Grants awarded on or after **1 January 2017**.
- 2.2. These Grant requirements apply unless explicitly agreed differently in writing by the Dutch Kidney Foundation and the Grantee. In the context of these Grant Requirements, the phrase 'in writing' also includes: notification by e-mail.
- 2.3. The applicability of general terms and conditions of the Grantee and/or third parties involved in the Project on behalf of Grantee, are hereby explicitly excluded.
- 2.4. If the Dutch Kidney Foundation acts as co-financer of a grant, i.e. in addition to one or more other financers, then it should have been defined in writing in advance whose Grant Requirements prevail for the current project. All additional agreements made between Grantee and the Dutch Kidney Foundation will be recorded in the Grant Letter.

## **Article 3: Start of the Project**

- 3.1. The Grantee should have started the Project within a period of eight months after the date of sending the Grant Letter. For an extension of that period the Grantee could submit a well-substantiated request no later than 30 days *before* the ending of that period.
- 3.2. As an exception to article 3.1. the Grantees of a Consortium Project should start such a project within a period of twelve months after the date of sending the Grant Letter. The Grantees could jointly submit a well-substantiated request for extension of that period no later than 30 days *before* the ending of that period.
- 3.3. If a Grantee does not comply with the article 3.1. or 3.2. then the Grant, as awarded in the Grant Letter, will automatically be nullified and Grantee will no longer be entitled to payment of the Grant by the Dutch Kidney Foundation.
- 3.4. The Grantee is obliged to report the start of a Project, not being a Consortium project, to the Dutch Kidney Foundation before the actual start of the Project using the "Notification form start project" received as an attachment to the de Grant Letter.
- 3.5. In case of a Consortium project the Dutch Kidney Foundation together with the joint Grantees agree on a Starting date. The Grantees should report the hiring of personnel,

- which will be paid from the Grant for a Consortium project, before the actual employment to the Dutch Kidney Foundation using the current appropriate form, to be provided by the Dutch Kidney Foundation.
- 3.6. On the Starting Date of the Project and during the subsequent further execution of the Project, the Grantee should comply with relevant requirements imposed or to be imposed by the government and/or another competent authority. This also means that the Grantee should have at its disposal all required permits and/or other types of authorization by or on behalf of the government and/or other competent authority for the execution of the Project. At first request from the Dutch Kidney Foundation the Grantee should prove his compliance.
  - 3.7. If Grantee, for whatever reason, cannot promptly produce the permits and/or other types of permissions as referred to in subsection 3.6, then Grantee shall immediately contact the Program manager and in consultation with the latter yet try to come to an acceptable mode of operation.

#### **Article 4: Spending of the Grant**

- 4.1. The Grant may only be spent for covering the costs made in or during the execution of the Project.
- 4.2. The Grant as determined by the Dutch Kidney Foundation and specified in the Grant Letter is leading.
- 4.3. The method of spending of the Grant should be in compliance with the budget of the Project as approved by the Dutch Kidney Foundation as stated in the Grant Letter. Deviation by the Grantee is only allowed after prior written permission from the Dutch Kidney Foundation.

#### **Article 5: Audit opinion and Financial Justification**

- 5.1. For Projects for which the Grant is less than €16.000.- the Dutch Kidney Foundation May decide that the Grantee should submit a completed and signed Financial Justification after completion of the Project within a period yet to be determined by the Dutch Kidney Foundation.
- 5.2. For Projects for which the Grant is €16.000.- or more the Grantee should submit a completed and signed Financial Justification within six months after completion of the Project. The current form and its requirements may be found on the Dutch Kidney Foundation website.
- 5.3. For Projects of which the Grant is €50.000.- or more the Dutch Kidney Foundation may always decide that the Grantee should submit an audit opinion after completion of the Project within a term yet to be determined by the Dutch Kidney Foundation.  
If the Dutch Kidney Foundation decides to do so, then the requirement of submitting a Financial Justification will become ineffective.
- 5.4. Any costs to be made by a Grantee for having drawn up a Financial Justification and/or Audit Opinion within the meaning of articles 5.1, 5.2 and 5.3 and all related costs should not be paid by Grantee from the received Grant.
- 5.5. For a Consortium project the articles 5.1, 5.2, 5.3 and 5.4 continue to apply fully to each individual Grantee with regard to the part of the Grant that has been awarded to that Grantee in the Grant Letter.
- 5.6. Without prejudice to the stipulations of the articles 5.1, 5.2, 5.3, 5.4 and 5.5 the Dutch Kidney Foundation is entitled to (have) investigate(d) at Grantee's the manner of spending of the Grant and/or request Grantee to submit a Financial Justification or an Audit opinion within a period yet to be determined by the Dutch Kidney. The Grantee is obliged to provide all necessary cooperation to such investigation and/or such a request.
- 5.7. If after termination of the Project it becomes evident that the Grant has not been fully used to the Project then the Grantee is obliged to pay back the amount that has not been spent on the Project at first request of the Dutch Kidney Foundation.

## **Article 6: Execution of the Project**

- 6.1. The Grantee executes the Project as described in the Project Description and to observe the recommendations of the Program Committee, the References and SC of the Dutch Kidney Foundation, if such recommendations exist. If it becomes apparent that the Project has not been executed in compliance with the stipulations of this article 6.1 then the Dutch Kidney Foundation reclaim (a part of) the paid Grant.
- 6.2. The Grantee must have at his/her disposal the necessary means, other than the Grant, to safeguard an adequate execution of the Project during the duration of the Project.
- 6.3. The Grantee will deploy Project employees whose salaries are partially or fully paid from then Grant for the duration of the Project, in conformity with the Project description. If during the Project, the Grantee wishes to deviate from the above, then he/she would need a prior written approval from the Dutch Kidney Foundation.
- 6.4. At any moment in time the Program Committee is entitled to request the Project leader for information regarding the progress of the Project, which information must then be provided by the Project leader in writing.
- 6.5. The Project leader is also obliged to provide information that in the opinion of the Program Committee is necessary for the execution of the Project. In the correspondence and reports the Project code should always be stated.
- 6.6. For the application or receipt by the Grantee of financial support for the Project from another body than the Dutch Kidney Foundation, the prior written approval of the Dutch Kidney Foundation is required. The Grantee will inform the Dutch Kidney Foundation timely and in writing of an intention of such an application or receipt.
- 6.7. In the Grant Letter of a Project, not being a Consortium project, it has been documented if, and if so, what the deadline is for the progress-report/reports and the final report to be submitted to the Program Committee. The Dutch Kidney Foundation will agree on further details of the reporting of Consortium Projects with then Grantees of the Consortium project.
- 6.8. Reporting is mandatory (see also article 7.4), reports should be submitted via the current forms that can be found on the Dutch Kidney Foundation website. If in the meantime substantial alterations should be made to the execution of the Project, this should be communicated in writing (see also article 8.3).
- 6.9. The Program Committee assesses the submitted reports of Projects, including final reports, whether or not after consultation of References, and/or SC and/or the ISAB. The Program Committee will inform the Grantee in writing of the result of its assessment.

## **Article 7: Determination and payment of the Grant**

- 7.1. The Grant that has been awarded by the Dutch Kidney Foundation via the Grant Letter to the Grantee is conditional. The Dutch Kidney Foundation definitely determines the Grant on approval of the final report (article 6.9). If the finally determined Grant mends up lower than the amount based on which the Grant Letter had been drawn up, the Grantee will in that case refund the excessive amount received to the Dutch Kidney Foundation. Payment of the Grant by the Dutch Kidney Foundation to the Grantee is done in the way and in the instalments as stated in the Grant Letter.
- 7.2. Payment of the Grant only takes place if these Grant requirements have been and are being met.
- 7.3. If the Dutch Tax Authorities consider the awarded and paid Grant as an activity within the meaning of the Turnover Tax Act 1968 and subject to VAT, then this is deemed to be included in the awarded and paid Grant. In this case the Grantee will be obliged to pay the amount identical to the outstanding VAT to the Tax Authorities and, if necessary, to indemnify the Dutch Kidney Foundation in this matter against the Tax Authorities.
- 7.4. Only after written approval of the progress report regarding the preceding period by the Program Committee, the relevant part of the Grant for the next period is made available to the Grantee by the Dutch Kidney Foundation.

- 7.5. The Dutch Kidney Foundation will pay the final ten (10) percent of the Grant to the Grantee if the following three requirements have been met:
- the Project has been completed
  - the final report has been received within the defined period of time (see article 6.8); *and*
  - the final report has been approved by the Program Committee.
- If the final report has not been submitted by the Grantee within the set period of time or is not approved by the Program Committee, then the final ten (10) per cent will not be paid by the Dutch Kidney Foundation, and this part of the Grant will become void without the necessity of further notification by the Dutch Kidney Foundation and the Grantee no longer has a claim to it.

#### **Article 8: Changes in - and premature ending of the Project**

- 8.1. The Grantee will immediately inform the Dutch Kidney Foundation in writing of circumstances known to him or to be expected by him, that will induce delay or premature termination of the Project, or alteration of the setup of the Project, as stated in the Project Description. Alterations such as referred to above require prior written approval of the Program Committee.
- 8.2. The Dutch Kidney Foundation is entitled to postpone or prematurely end its contribution to the Project and to cease its payment of the Grant if the Project, in the opinion of the Dutch Kidney Foundation, results in insufficient progress.
- 8.3. In case of intended structural changes in the means with which or by which the Project is executed and/or in the staffing capacity of the Project, the Grantee will immediately inform the Dutch Kidney Foundation. If the Dutch Kidney Foundation approves the suggested changes, then the latter will be recorded in writing. If, in the opinion of the Dutch Kidney Foundation, as a consequence of these changes, there are insufficient guarantees for the adequate execution of the Project in compliance with the Project Proposal as approved in the Grant Letter, with due consideration for any prior changes as approved by the Dutch Kidney Foundation, then the Dutch Kidney Foundation is entitled to end its contribution to the Project and cease its payment of the Grant. In this case the Grantee is no longer entitled to the payment of the remainder of the Grant.
- 8.4. At the termination of the Project by the Grantee before its actual completion, the Grantee provides the Dutch Kidney Foundation within six months after the termination, with a full written final report on the results as achieved until the moment of termination.

#### **Article 9: Patent laws and other intellectual property rights**

- 9.1. If and as soon as the Grantee suspects that knowledge, data, results and other forms of know-how that arise or are obtained within the context of the Project, are eligible for patent protection and/or protection by other intellectual property rights (such as amongst others copyrights and database rights), then Grantee will immediately inform the Program Committee hereof in writing. In this case the Grantee and the Kidney Foundation will have a reasonable discussion regarding the desirability of the exploitation of such rights and the distribution of the revenue thus to be generated. If the afore mentioned discussion does not result in consensus, then the starting point will be that the revenue thus to be generated will first be used to repay the Dutch Kidney Foundation the Grant awarded in the context of the Project.
- 9.2. If Grantee does not comply with the provisions as stated under 9.1 *and* during or after the duration of the Project it appears that Grantee receives income from the exploitation of the know-how and/or intellectual property rights as referred to in article 9.1, which income in the opinion of the Dutch Kidney Foundation, forms a substantial part of the cost of the Project, as created by the Grantee, then the Dutch Kidney Foundation may request the Grantee to repay the Grant as paid by her. The Grantee has the immediate obligation to comply with such a request.

## **Article 10: Publicity**

- 10.1. The Dutch Kidney Foundation always reserves the right, in consultation with the Grantee, to seek publicity regarding the Projects it subsidizes.
- 10.2. With regard to the spending and its, whether or not public, justification, the Grantee, if so requested, will, within the bounds of reasonableness, contribute to activities focused on the provision of information and publicity (such as, but not limited to, press conferences and publications of the Dutch Kidney Foundation and other related activities as defined by the Dutch Kidney Foundation).
- 10.3. At all times the Dutch Kidney Foundation wants to be informed in advance by Grantee of intended promotional-communications and/or (scientific) publications on Projects, fully or partially subsidized by the Dutch Kidney Foundation. If a Project, fully or partially subsidized by the Dutch Kidney Foundation, contains scientific research, the Dutch Kidney Foundation also wants to be informed timely by Grantee of important results. In case of a Project, fully or partially subsidized by the Dutch Kidney Foundation, in which a doctorate is obtained by a doctoral candidate who has been appointed to the Project, the Dutch Kidney Foundation wants to be informed by Grantee of the date of the doctoral thesis defence ceremony and receive from the doctoral candidate a copy of the thesis. Also regarding other types of publicity regarding Projects (partially) subsidized by the Dutch Kidney Foundation, prior consultation should take place.
- 10.4. Regarding the progress and the results of Projects subsidized by the Dutch Kidney Foundation, Grantee or its engaged third parties may only publish in newsletters, brochures and other media if it is clearly stated that the Project has been sponsored by the Dutch Kidney Foundation. The Dutch Kidney Foundation may request from Grantee that these newsletters, brochures and other media contain logo and name of the Dutch Kidney Foundation (and possible further explanation). An author's copy must be submitted to the Kidney Foundation. The logos to be used for this purpose are provided by the Dutch Kidney Foundation and may be requested by e-mail to [logo@nierstichting.nl](mailto:logo@nierstichting.nl) , including a brief explanation of the intended use. In case of presentations, the PowerPoint presentation should include a slide with the logo of the Dutch Kidney Foundation and the text "Supported by a grant from the Dutch Kidney Foundation".

## **Article 11: Warranty**

Grantee indemnifies the Dutch Kidney Foundation against claims from third parties for any damage suffered and/or to be suffered by third parties as a consequence of the (use of the) Project and/or the Grant awarded by the Dutch Kidney Foundation, including the execution and/or the results of the Project, and the related publications and/or other forms of publicity as distributed by or on behalf of Grantee.

## **Article 12: Non-compliance / suspension / withdrawal**

- 12.1. Effective immediately, the Dutch Kidney Foundation may postpone or discontinue payments in respect of the Grant:
  - (i) in case of non- or partial compliance by Grantee with the obligations as stated in these Grant requirements, or other obligations agreed upon in writing on awarding the Grant and/or during the Project; or
  - (ii) In case of premature termination by Grantee of the Project for which the Grant had been awarded; or
  - (iii) in case of facts and circumstances with regard to the Project and/or the Grantee, based on which continuation of the Grant, in the opinion of the Dutch Kidney Foundation, cannot be demanded in reasonableness, unless these facts and circumstances at the time of awarding the Grant were known by the Dutch Kidney Foundation or from a public source might have been assumed to be known; or

- (iv) the circumstance that the awarding of the (height of the) Grant was incorrect and Grantee knew hereof or should have known so.
- 12.2. A decision by the Dutch Kidney Foundation to postpone or terminate the Grant, will be communicated to Grantee in writing and supported by reasons.
- 12.3. The Dutch Kidney Foundation is entitled, in case of termination as referred to in article 12.1, to reclaim the already paid Grant from Grantee. If the Dutch Kidney Foundation requests such a repayment from Grantee, then Grantee is obliged to immediate payment.

Bussum, 2 December 2016

These Grant Conditions are based on the Dutch Grand Conditions and have been translated with the utmost care. However, in case of translational errors and/or unjustified interpretations during the translational process, the Dutch Grant Conditions prevail.