

# General Grant Terms and Conditions



## Introduction

This document articulates the general terms and conditions of ParkinsonNederland for the purpose of grant funding for projects within the ParkinsonNederland programmes. ParkinsonNederland guarantees that the money raised is spent in the best possible way. To this end, we work together with awarded projects to ensure that all projects achieve good results. Good cooperation benefits from clear agreements.

ParkinsonNederland uses the same general grant conditions for everyone who applies for and/or receives a grant from the foundation. These grant conditions are in line with the agreements made between NWO and VSNU (now UNL) on subsidizing scientific research. The joint health foundations, to which ParkinsonNederland is also affiliated, have declared that they will follow these agreements.

An acceptance form is included with the award letter of a project grant, in which the grant recipient institution must agree to these grand terms and conditions prior to final award of the grant.

It may be that a ParkinsonNederland programme is less comprehensive in scope and therefore not all grant terms and conditions apply in full. In that case, any deviations will always be judged 'in the spirit of' these General Grant Terms and Conditions.

## 1 - Correspondence

Any correspondence should include: the ParkinsonNederland assigned project number and the name of the coordinator. The coordinator is the principal investigator or project leader; in short, the main applicant of the grant and also the first point of contact for ParkinsonNederland. Correspondence that does not comply with this, will not be processed.

## 2 - Project plan and course changes

In principle, the project (or research) should be carried out in accordance with the project plan approved by ParkinsonNederland - as reflected in the grant application - taking into account any conditions and/or recommendations from ParkinsonNederland at the time of award. If - in the opinion of the main applicant - course changes or significant deviations from the original plan are necessary to steer the project in the right direction, these must be submitted in writing to ParkinsonNederland immediately, prior to the course change. Only upon approval may the change(s) in direction be implemented in the project.

The grant is awarded under the suspensive condition that the research has been reviewed as necessary and a statement of no objection has been issued by the Medical Ethics Committee and/or the Ethics Committee for Animal Experimental Research of the institution where the research will be conducted.



### **3 - Start and end of project**

The grant recipient will start the project on the start date specified in the grant acceptance form. This date is never before the start date specified in the grant letter, based on the submitted project plan, and no later than six months thereafter. If a grant is conditionally awarded, funding for the follow-up phase of the project will not be continued until ParkinsonNederland has confirmed in writing that all requirements have been met. In no case will a grant be reimbursed retroactively (i.e., before receipt of the grant acceptance form) by ParkinsonNederland. In any case, the project must have started within six months from the date of award. (In the case of smaller grants, another term of for instance three months may be set.) If this start date is not met, ParkinsonNederland has the right to withdraw the promised grant.

In the event of insufficient progress of the project, ParkinsonNederland is entitled at any time to terminate and/or recover funding on an interim basis, at the sole discretion of ParkinsonNederland. In the event of interim discontinuation of the project, as well as in the event that the grant recipient has entered into a moratorium or bankruptcy, ParkinsonNederland will in principle withdraw the grant award and reclaim the advances already paid.

Exceeding the grant period allocated by ParkinsonNederland is not possible. The end date is unconditionally the start date plus the grant period allocated by ParkinsonNederland. Therefore, if personnel are appointed during the term of the grant period, their appointment should take into account the end date of the grant period. In case of insufficient progress of the project, ParkinsonNederland is entitled to terminate and/or recover the grant at any time in the interim, at the sole discretion of ParkinsonNederland.

### **4 - Personnel**

The main applicant is the person with final responsibility for any grant awarded. This can only be a natural person, not a legal entity. For ParkinsonNederland, he/she is the official point of contact. The project leader must have management responsibility in his/her position, or be formally authorized for this project by that person with final responsibility. In the case that another person contributes significantly to the project, he/she may serve as co-project leader in his/her name.

Responsibility for staffing the project lies with the project leader. He/she ensures efficient and high quality staffing of the project. Any personnel changes within the project will be communicated to ParkinsonNederland at all times.

### **5 - Financial settlement of subsidy**

Before or at the start of the grant, a grant acceptance form signed by a legal representative of the grant recipient is returned to ParkinsonNederland. In accordance with the provisions of these General Grant Conditions, ParkinsonNederland will only make the grant payable upon receipt of this acceptance form. In doing so, the project leader must provide the following information: the contact person from the financial administration of the institution where the project is being carried out, including contact information for correspondence; the bank account number to which grant payments can be transferred; name and, if applicable, a payment reference.

All grant awards may be paid in full as long as ParkinsonNederland continues to have adequate funds and are appropriate within the multi-year budget. If a payment inability should arise at ParkinsonNederland, the foundation must report this to the subsidy recipient as soon as possible.



Payment of the grant is made by advance payments. Advance payments are made by ParkinsonNederland if the associated condition(s) are met. These payments are repayable advance payments. The amount of the advance is determined by ParkinsonNederland at the start of the grant and is based on the total grant amount stated in the grant letter. This also specifies the payment terms. Advances are transferred only to the institution where the project leader is employed. In the case of a collaborative project, the project leader is responsible for correct distribution of the grant among the sub-projects and for monitoring the expenditures.

In special circumstances it is possible, by mutual agreement, to change the amount and composition of the advances. The maximum grant amount allocated over the entire grant period cannot be exceeded. During the grant term, up to a maximum of 80% of the committed amount will be paid.

## **6 - Use of the grant**

The grant recipient is required to spend the grant solely to cover the costs of the project for which funding has been requested. ParkinsonNederland will provide grant funding for costs directly caused by the proposed project and that cannot be funded from the regular budget of the main applicant. The following costs are reimbursed: the costs of personnel to be appointed for the project and material costs. The awarded grant amount will not be increased during the grant period. With this grant, ParkinsonNederland follows the 'Agreement for Funding Scientific Research 2008' concluded between NWO, the VSNU, KNAW, ZonMw, the NFI and the VFI/Health Funds.

Any additional costs, for example due to (unforeseen) salary increases of staff appointed to the grant, should be borne by the grant-receiving institution. The responsibility for making the best use of the available resources so that the project can be carried out in the best possible way is placed on the project leader. If this requires shifts between reimbursements for personnel and material costs, ParkinsonNederland will generally allow this. The condition is, however, that the project leader requests permission for this from ParkinsonNederland in the form of an amended budget. The above changes must not impede the progress and expected results of the project.

## **7 - Personnel costs**

The grant amount already includes any mark-ups and surcharges. ParkinsonNL's rule is that a maximum of 37% employer charges and a maximum of 16% overhead costs can be included in the grant amount. The mark-up percentage for employer charges is based on gross salary (all gross salary components) and the mark-up percentage for overhead costs, based on total personnel costs. Costs of non-salaried staff and hiring experts are not included in the basis for determining the mark-up for employer charges and the mark-up for overhead costs. The costs for necessary infrastructure facilities (such as the furnishing of laboratories), secretarial costs, housing costs and indirect costs (such as overhead costs at central, faculty and/or departmental level) are not reimbursed.

For reimbursement of salary costs of grant personnel in scientific projects, ParkinsonNederland uses the compensation table customary at NWO/NFU. As a rule, personnel should be appointed for a minimum of one year and at least 50% of a full-time appointment.



### **8 - Material and other costs.**

Material costs include the cost of consumables, needed to carry out the project or research. The costs of purchase and depreciation of equipment are in principle not reimbursed. By exception, if stated in the application, the following are eligible for subsidy: additional equipment to be purchased for research that is not considered part of the standard equipment of the institute. Only the depreciation costs for equipment needed in the research being subsidized, can be reimbursed for the duration of the project. ParkinsonNederland has a maximum allocation of €20,000 for equipment costs. Material costs include the costs of purchasing and housing laboratory animals. Foreign travel (other than conference attendance) required for the purpose of research is also included in the grant for material costs.

### **9 - Patent rights and other intellectual property rights**

The main applicant/research institution informs ParkinsonNederland if the results obtained in the framework of the subsidized (research) project may lead to knowledge that can be used for exploitation (e.g. intellectual property).

If and as soon as the main applicant suspects that knowledge, data, results and other forms of know-how created or obtained within the framework of the project that are eligible for patent protection and/or protection of other intellectual property rights (such as, inter alia, copyrights and database rights), he/she will promptly notify ParkinsonNederland in writing. In that event, reasonable consultations will be held regarding the desirability of exploiting such rights and the distribution of the income to be derived therefrom. If this consultation does not result in agreement on the distribution of the income to be acquired, the basic principle will be that this income will be used in the first instance to repay the subsidy paid to ParkinsonNederland in connection with the project.

If this obligation has not been met and during or after the duration of the project it appears that the institution receives income through exploitation of know-how and/or intellectual property rights, which income, in the opinion of ParkinsonNederland, forms a substantial part of the costs of the project, ParkinsonNederland can claim repayment of the subsidy paid. The institution must immediately comply with a request to this effect.

### **10 - Report(s)**

Reports should be submitted to ParkinsonNederland on the progress of the project and the results of the previous period. Different methods of reporting and deadlines may apply per programme. A reporting schedule is provided on the ParkinsonNederland website. All reports should meet the usual professional standards and the specific requirements set forth in the relevant programme or associated call.

Generally, for ParkinsonNederland grants, a report should be submitted digitally to ParkinsonNederland at least annually. For some projects, this may be requested twice a year. For final reports, these should preferably be submitted to ParkinsonNederland within two and, at the latest, within four months of the established end date of the project. For progress reports, these should be in by the agreed reporting

date. In addition, ParkinsonNederland is entitled to request information on the progress of the project at any time, including through working visits.



When evaluating the reports, the results achieved will be compared with the goals previously stated. The project leader is responsible for ensuring that the goals are met. To adjust the goals, permission must be requested from ParkinsonNederland at all times. In addition, the project leader is expected to summarize the results in a way that is understandable to people outside the scientific community/non-experts. After all, results from the grant should reach not only the professional or scientific community, but - equally important - also the constituency of ParkinsonNederland: patients, citizens and other interested parties.

#### **11 - Determination of the final grant**

The final financial settlement takes place at the end of the grant period, after a final substantive report and financial report has been submitted by the project leader and signed by a signing official of the institution (usually director), and approved by the ParkinsonNederland Managing Director. If the final report is not approved, the remaining portion of the grant will no longer be made available and a portion of the grant already paid may possibly be recovered. ParkinsonNederland will proceed with payment of the final grant amount after it could be determined that the project was carried out in accordance with the application and grant acceptance form.

The final report and final financial account consists at least of: end date on which the project was completed; project result achieved using the 'Final Report Guidelines' found on the ParkinsonNederland website; an itemized pre- and post-calculation of the project's costs and income (such as own funds, any third-party subsidies and other income) in accordance with the last budget submitted and approved by ParkinsonNederland; if applicable including a justification of personnel costs, via a statement of the months worked by the appointed project staff and size of the appointment; a statement that the grant provided has been spent on the project, signed by the signing authorized project leader, or ultimately responsible official within the institution or, if mandated to do so, the relevant administrator or controller.

For grants with an amount higher than €125,000, the grant-receiving institution is required to perform or have an auditor perform audits of the grant statements of ParkinsonNederland-funded projects. The costs for the auditor's report can be charged to ParkinsonNederland for up to 1% of the grant amount. This involves verification that the grants provided have been accounted for and spent in accordance with the Grant Conditions. For universities, this required audit is laid down in the OCW audit protocol. For the audit of other projects and those co-funded by other funds or at KNAW and the UMCs, the usual regulation applies.

The institution's auditor designs his audit of these projects in such a way that they can declare that no unlawful expenditures occur with an importance greater than 1% of the total expenditures of these grants. If the institutional auditor finds that the expenditure is not legitimate, he will ensure that the institution corrects it. If the correction is not implemented, the institutional auditor includes this in a report of findings sent to ParkinsonNederland. If the financial statements show that the final cost of the project was under budget, ParkinsonNederland will in principle deduct the difference from the original grant awarded. In case the funding involves an own contribution from the grant recipient and/or from other grantors, the deduction

takes place pro rata. Settlement takes place upon payment of the final instalment or by recovery of the overpayment. For final higher than budgeted income, a similar discount takes place. In the event that the justification shows that the grant was used for a purpose other than that for which it was awarded, as well as in the event that the applicant has provided incorrect information to such an extent that, had it been known at the time the application was decided on, the requested grant would have been refused, ParkinsonNederland reserves the right to withdraw the grant award and recover the advances already paid.



ParkinsonNederland has the right to perform an audit of the final financial statements of the project conducted at the offices of the grantee(s). This audit may occur as a result of a sample or if ParkinsonNederland otherwise sees reason to do so.

## **12 - Suspension or withdrawal of grant/sanction policy**

ParkinsonNederland has the right to suspend or early terminate payment of the grant and/or impose a financial penalty. Any advances paid may be recovered. Reasons for ParkinsonNederland to do so may include, for example: the implementation of the project is insufficient in ParkinsonNL's opinion or the project is not being carried out in accordance with the approved project proposal; the (interim) report on the ongoing project or the final report on the implemented project does not meet professional standards; the interim result or final result is insufficient; the obligations associated with the grant are not being or have not been met.

## **13 - Publications, presentations and consultations**

The results of the project may be published. Publications in (scientific) journals are expected to be sent along with the progress report(s) and the final report. All lectures and publications on the project are expected to mention the support, to be listed as ParkinsonNederland. The fund's logo can be found on the website [www.parkinsonnederland.nl](http://www.parkinsonnederland.nl) or requested through the secretariat [info@parkinsonnederland.nl](mailto:info@parkinsonnederland.nl).

ParkinsonNederland attaches great value to regular structural consultation between project leaders and the exchange of results and expertise. Therefore, ParkinsonNederland organizes meetings every year, where the various project participants meet. Project leaders are expected to participate in these meetings and present project results.

ParkinsonNederland encourages that the project leader and the project staff to be appointed become members of the association Dutch Parkinson Scientists (DPS). In addition, they are encouraged to attend meetings of this association and present project results.

All talks and publications on the project should mention support of ParkinsonNederland including the logo.

## **14 - Publicity/information**

ParkinsonNederland has the right to use the funded project and resulting results for publicity and information activities. This could include Twitter, LinkedIn, Facebook, Instagram and press releases, radio or television broadcasts, ParkinsonNL's annual report. The project staff involved - if requested - give full support to the above activities by actively cooperating in, among other things, the creation of publicity texts, photos, films, interviews, the provision of the institutions' logo and the like. In all publicity, ParkinsonNederland determines the content, form and tone of publicity communications.



All internal and external publicity about the project, in whatever form and at whatever time, is expected to mention that ParkinsonNederland is (co-)funding the project. It is expected that ParkinsonNederland will be informed about all external publicity in advance. Publicity statements (such as press releases), by the project leader or the institution where the project is being conducted, about results from ParkinsonNederland-funded projects, will be reported by the project leader to ParkinsonNederland in advance.



### **15 - Liability**

ParkinsonNederland is not liable for any damage suffered by the grantee and/or persons and/or organizations engaged by the grant recipient in the implementation of ParkinsonNederland funded projects, unless there is intent or gross negligence on the part of ParkinsonNederland. The grant recipient indemnifies ParkinsonNederland for any liability claims by third parties due to shortcomings in the implementation of the project or in the results achieved within the project.

### **16 - Fiscal consequences**

Any tax consequences related to grant payments shall be borne by the recipient. The granted subsidy amount, where applicable, includes VAT.

If the grant awarded and disbursed is considered by the tax authorities to be a performance within the meaning of the Turnover Tax Act 1968 and VAT is due, it will be deemed to be included in the amount of subsidy awarded and disbursed. In this case, the subsidized institution will be obliged to remit the amount corresponding to the VAT due to the tax authorities and, to the extent necessary, to indemnify ParkinsonNederland against the tax authorities in this regard.

### **17 - Objections and applicable law**

An objection procedure applies to decisions made by the ParkinsonNederland Managing Director. This can be requested through the secretariat: [info@parkinsonnederland.nl](mailto:info@parkinsonnederland.nl).

Amersfoort, 1 July 2021

Mr. Drs. H.P. Kuipers, directeur-bestuurder