

AiNed Grant Rules Document 2024

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Introduction

The AiNed Foundation can use Ministry of Economic Affairs and Climate Policy subsidy funding for implementing parts of the NGF (National Growth Fund) project AiNed to provide contributions to legal entities for activities that fit within its statutory objective: to promote the implementation of the “AiNed Foundation Strategic Investment Programme for Artificial Intelligence” and the projects based on that programme by providing contributions from the National Growth Fund, as well as doing anything that is related or may be conducive to the above in the broadest sense.

This Grant Rules Document contains the conditions and obligations (insofar as they are known at the moment of publication) that apply to organisations preparing an AiNed project proposal. These rules are a general framework; additional terms and conditions may apply to specific grant programmes, in which case they will be laid down in the call for proposals for the said programmes. This document follows the funding process: application, assessment and assignment, project implementation & final determination, publication and utilisation. Finally, the terminology used is included in the definitions.

Bilateral agreements between the AiNed Foundation and the recipients are only recorded as and when any contribution is provided. No rights can therefore be derived from this document.

Questions or comments about this Grant Rules Document can be made via the e-mail address included in the call text for the call in question.

The English translations are intended solely for those who do not have a full command of Dutch; the Dutch texts take precedence.

1 Submitting ('Who can apply?')

1.1 Applicant

1. A funding contribution can be requested by legal entities with a main establishment in the Netherlands or legal entities with an R&D unit physically in the Netherlands where they carry out activities at their own expense and risk that benefit the Dutch economy or other Dutch interests.
2. Contributions cannot be given to an administrative body, such as a province, municipality or public body as defined in the Joint Regulations Act.

1.2 Appointed coordinator, project participants, collaborating partners and co-funders

1. A contribution is requested by multiple applicants who form a partnership ('consortium'). The applicants appoint a coordinator from amongst themselves.
2. The appointed coordinator and project participants are all recipients of the contribution and therefore all responsible for observing the obligations. The coordinator monitors this.
3. The appointed coordinator appoints a project leader for the complete duration of the project.
4. The appointed coordinator is the first contact for the AiNed Foundation. This is without prejudice to the fact that the AiNed Foundation may also contact project participants directly.
5. In addition to detailing the activities of the appointed coordinator and project participants, the grant application must state whether the partnership includes collaborative partners and/or co-funders, which organisations this concerns are and how they are contributing to realising the project.

1.2.1 Project agreement and consortium agreement

1. The agreements regarding the contribution are specified in a project agreement between the AiNed Foundation and the applicants. The agreements only become final after the agreement is signed by all parties.
2. The appointed coordinator and the project participants should sign a consortium agreement for high-quality implementation of the project in good time, subject to the obligations arising from this Grant Rules document, the call text and the project agreement.
3. The consortium agreement must at least contain agreements about:
 - Governance and decision-making;
 - Financial agreements;
 - Compliance with the GDPR and other relevant legislation and regulations;
 - Data management;
 - Intellectual property, dissemination and knowledge dissemination.
4. The project agreement prevails over the consortium agreement.

1.3 Application procedure

The call for proposals describes the application procedure that must be used for submitting proposals. The following elements can be used in this:

- a. A preliminary grant application with a brief project proposal is submitted first;
- b. The obligation to participate in the co-creation workshops has been met;
- c. The obligation to participate in the pitch session has been met;

- d. The application was received before the stated deadline;
- e. The application was complete and submitted according to the form;
- f. The consortium meets the conditions that have been set;
- g. The requirements in this Grant Rules Document have been met.

Other elements for the application procedure that are specific to the call can also be included in the call for proposals.

1.4 Costs eligible for a contribution ('What can be requested?')

Only project-specific costs – those that serve the project – are eligible for a contribution, insofar as appropriate within the applicable state support framework. These can be divided into the following categories, applicable to the costs incurred by each applicant:

1. Personnel costs.
2. Material costs.
 - a. Material costs include the costs for equipment, materials and tools, whether to be brought in from the participant's own stocks or purchased, to the extent that they are used for the project.
 - b. State the quantities and unit prices. It is possible both to add the same material or tool from stock and purchase it; this should then be stated separately for the funding/co-funding specifications.
 - c. If equipment, materials or tools are not used for the entirety of their lifespan in the project, only the depreciation costs corresponding to the duration of the project are calculated according to generally recognised accounting principles.
3. Costs of third parties:
 - a. These are the costs of activities that are outsourced, such as those incurred for contract research, purchasing knowledge and patent research. An explanation should be included for cost items of more than €50k.
 - b. A project participant cannot subcontract to another project participant and apply profit surcharges. This will have to be done at cost price. It must also be guaranteed that the project participant's own activities for which a contribution is being requested are carried out at their own expense and risk and with integrity.
 - c. There is no cap on third-party costs. However, it is not recommended that the majority of project costs should consist of third-party costs. This lowers the chance of a positive assessment and is evidence of less ambitious targets. It is better to involve the suppliers as project participants.
4. Intangible costs.

Every application must have a budget for the activities to be carried out that – insofar as applicable – distinguishes between the above-mentioned costs.

1.4.1 Project-specific costs

1. Costs are deemed to be project-specific if:
 - they are direct costs related to the goal described in the grant application and are needed for carrying out the activities;
 - the costs were incurred during the project and not before the date of the project agreement;
 - they are reasonable;
 - in the case of material costs and third-party costs (if applicable for the applicant in question), they were purchased transparently and in line with the market;
 - the costs are not and will not be funded from other resources (double funding of

- the same project costs is prohibited).
2. Costs that are excluded in this Grant Rules Document, in the call for proposals or in the project agreement are not eligible for a funding contribution.
 3. If foreign travel expenses are eligible for a contribution, they will only be reimbursed based on economy class.
 4. If an applicant is collaborating with organisations that are not eligible for funding based on [Clause 1.1](#) of this Grant Rules Document, those organisations will bear their own costs.

1.4.2 Personnel costs

Three calculation systems are used for personnel costs. If a beneficiary participates in multiple AiNed Foundation projects, it must apply the same calculation system each time.

The *ICS or Integral Costs System* (Dutch: IKS) is a way of allocating direct and indirect costs as 'cost units', such as working hours or machine hours. The costs claimed for the project must be related to (and necessary for) carrying out the activities for which support is being requested. Not all costs of the business operations can be assigned to cost units via the ICS.

The ICS is complex and primarily suitable for research organisations.

Changes in rates or approvals should be reported to the AiNed Foundation immediately.

Wage costs + surcharge (50%) For calculating the hourly rate using the wage costs + surcharge method, the direct wage costs should be divided by the number of productive hours typically applicable within the company.

The full-time equivalent for the hours calculation is the number of productive hours that a person would normally work in your company if they had a full-time contract. The number of full-time hours is always equal to or greater than 1650. This can only be exceeded if the organisation can show that the larger number is typical for them. The number of hours should be adjusted accordingly for part-time staff.

Fixed (€60 per hour) The fixed hourly rate system is a standard method for calculating the amount of eligible costs. The system uses a fixed hourly rate per hour worked. The fixed hourly rate is a reimbursement for the wage costs/labour costs and the indirect or overhead costs of your organisation, e.g. accommodation costs, costs of office equipment and costs of domestic trips for work meetings. The fixed hourly rate is €60.

1.5 Co-funding

1. Co-funding can be provided in cash or in kind.
2. If co-funding is provided in cash, it is added to the budget of the project.
3. Co-funders must commit to making their contribution in a legally binding letter of intent. A copy of this supporting letter must be attached to the grant application as an appendix.
4. The value of in-kind co-funding should be substantiated properly, must be new for the project purposes and must be based on the cost price. The value of in-kind co-funding in man-hours must not exceed €150 per hour.
5. The appointed coordinator and the project participant must be able to demonstrate that the commitment to the in-kind contribution was genuinely made,

as part of the appropriate project administration and declaration in the final report. If so requested, the coordinator will send the AiNed Foundation an overview of the in-kind contributions made. The AiNed Foundation is entitled to check that overview or have it checked.

1.6 Minimum matching requirements

The total of the applicant's own contribution plus the co-funding from private parties is called matching. The matching constitutes the appropriate counterpart to the funding that the AiNed Foundation project receives from the National Growth Fund. The AiNed Foundation must meet the minimum matching requirements across its entire programme. AiNed sets minimum matching requirements or a minimum percentage of matching per programme component and project. The level of the private contribution and co-funding to be supplied is part of the agreements listed in the project agreement.

For example, AiNed may specify for Project A that the minimum total amount should be 1 million euros, and also specifies that a maximum of €600,000 in funding will be made available for the project. This means that, in practice in this example, at least €400,000 must be made available in the matching as the applicant's own contribution plus co-funding from private parties.

1.7 State support

Contributions are only given for requests within the limits of the European governmental support frameworks.

This could include applying clauses 25 to 27 of the AGVV (General Block Exemption Regulation) or applying the *de minimis* regulation (this requires a *de minimis* declaration).

The AiNed Foundation carries out a state support test based on the grant application details. This can result in further questions for substantiation or rejection of all or part of the funding applied for.

The project agreement includes agreements about compliance with state support rules. If support that has been granted is subsequently found to be unlawful, an adjustment or reclaim of unlawfully obtained support will be necessary.

2 Evaluation and award

2.1 General principles and specific criteria

2.1.1 General principles

1. Assessing applications is done in a non-discriminatory, independent, confidential, efficient, and transparent way.
2. Those principles underpin this Grant Rules Document.
3. The principle of independent assessment means that the substantive expert advice and decision-making are kept functionally separate.

2.1.2 Call text ('Call for proposals')

1. When an AiNed programme component or funding instrument is opened, the AiNed Foundation publishes a call text (call for proposals).
2. The call text supplements these Grant Rules and contains relevant information about the funding instrument, including:
 - a. substantive objective in the context of the call;
 - b. who can apply;
 - c. what can be applied for;
 - d. the maximum level of the funding and the maximum budget (funding cap);
 - e. instructions, administrative requirements and obligations for drawing up the grant application;
 - f. description of the assessment procedure and the intended timeline;
 - g. the assessment criteria used for prioritising applications and the minimum score to be achieved;
 - h. the minimum matching requirements;
 - i. obligations for the reporting.
3. The AiNed Foundation can include additional criteria in the call for proposals, which are included in the project agreement when granting the funding.

2.2 Assessment procedure and assignment

2.2.1 Dealing with the request

1. The AiNed Foundation tests the administrative completeness of the grant application. If it is determined that a application is administratively incomplete, the applicant will be allowed to rectify this shortcoming within a period set by the AiNed Foundation so that the application can still be included in the assessment process.
2. The AiNed Foundation and/or the evaluation committee can conclude that the application does not fit in the call's framework or fails to meet the formal requirements.
3. In the cases mentioned in points 1 and 2, the AiNed Foundation can reject the application.

2.2.2 Preliminary registration/co-creation session

1. In the call for proposals, it may be determined that only applicants who submitted a preliminary registration or who followed a workshop (e.g. co-creation workshop) can submit full proposals (see Section 1.3).
2. The preliminary phase is handled as specified in the call for proposals.

2.2.3 Preselection

1. If it transpires after application that the total requested funding amount exceeds the total available budget by a factor of more than four, the AiNed Foundation can decide to preselect some of the full applications submitted and/or expand the evaluation committee.
2. In the case of preselection, the proposals are assessed globally by the evaluation committee against the evaluation criteria. The call for proposals specifies how these criteria are to be weighted in the event of a preselection.
3. An alternative form of preselection could be randomisation of all applications to determine the processing order. If deemed necessary, the AiNed Foundation can also take additional measures for preselection.

2.2.4 Evaluation of the content

1. For evaluating the full applications that are to be processed within a funding round, the AiNed Foundation establishes an advisory body (referred to as an 'evaluation committee').
2. The composition and working method of this external, expert evaluation committee is defined by the rules specified by the AiNed Foundation and an evaluation model for a structured and consistent evaluation of applications.
3. The evaluation committee consists of at least three members.
4. The evaluation committee can seek the advice of one or more experts if it deems that necessary for weighing up an application carefully and properly.
5. If deemed necessary, the evaluation committee can ask the applicant questions about parts of the application for clarification or further explanations.
6. The evaluation committee's task is to evaluate the applications being processed and their related documents on their own merits using the evaluation criteria. Unless specified otherwise in the call text, the following apply here:
 - a scale of 1 to 10 points per evaluation criterion;
 - if a application gets fewer than six points for any one of the evaluation criteria, it is rejected;
 - applications that get at least 6 points on each evaluation criterion are deemed eligible for funding and are therefore ranked by final score;
 - weightings for the various evaluation criteria apply to the final evaluation if so specified in the call for proposals.
7. The AiNed Foundation evaluates the application in terms of added value for the AiNed programme and objectives and how well it is embedded within them. The score is part of the final score.
8. The ranking is based on the final scores of the grant applications and results in three categories that the proposals selected can be placed in, namely: (i) proposed for funding (within the available budget), (ii) reserve list: fundable in cases where proposals in the first category drop out and the other conditions from the call for the grant are met, and (iii) not fundable.

2.2.5 Interview or site visit

1. An interview or site visit can be part of the evaluation process, taking into account the general principles of equality and transparency.
2. The invitation for an interview or the announcement of a site visit will be sent in good time so that the applicant can prepare. In the event of such an invitation, the names of the interviewing or site visit committee members will be disclosed to the

- applicant along with the invitation, or in any event at least one week in advance.
3. After the interview or site visit, relevant facts that came up during the interview or site visit are recorded in a report for evaluating the application; this will be included in the proposal file of the application in question. This report is added to the file.

2.3 Assessment procedure results

2.3.1 Assignment or rejection

1. The AiNed Foundation makes decisions about funding requests based on the procedure stated in Section 2.2, any additional rules in the call for proposals and the available funding budget of the funding round.
2. Applications may be accepted, rejected or placed on hold if they are on the reserve list.
3. Grant applications are generally accepted or rejected in their entirety. However, AiNed has the options of awarding part of the budget associated with the proposal or rejecting funding of subprojects/work packages or certain costs, stating its reasons.

2.3.2 Reporting

1. The AiNed Foundation informs the appointed coordinator in writing of the outcome of the evaluation of the application. The appointed coordinator will inform the co-applicants.
2. A project agreement is then signed with applicants eligible for funding based on the final score and ranking. The agreements only become final after the agreement is signed by all parties.
3. A project agreement includes the following elements:
 - a. the maximum funding amount awarded, subdivided into main cost items, whereby a maximum can be specified for each budget item and/or the beneficiaries' own contributions and/or co-funders' own contributions;
 - b. agreement about the method of payment;
 - c. the starting date and end date of the project;
 - d. the applicable funding conditions plus any additional conditions;
 - e. applicable obligations, including a provision regarding data management and the GDPR;
 - f. agreement about interim reporting and the final report;
 - g. agreements about the project deliverables and KPIs.

3 Project

3.1 General obligations

3.1.1 Responsibilities of the coordinator and project participants

1. The appointed coordinator and their project leader are responsible for proper management of the funding resources and proper project administration.
2. The appointed coordinator and project participants provide the necessary basic facilities for the project and supervise the staff assigned to the project.
3. The coordinator and each project participant make sure that the funding conditions are observed while implementing the project and that the funding is spent effectively for the purposes for which it was awarded.
4. The appointed coordinator and project participants are jointly responsible for implementing the entire project in accordance with the application and the project agreement. If the coordinator or a beneficiary suspects that there may be a substantial deviation from this, they must inform the AiNed Foundation immediately, submitting all relevant documents.
5. The coordinator and project participants are not permitted to use third-party materials or confidential information for the project or to have work carried out by a third party without prior written permission from the AiNed Foundation, unless this was already stipulated in the application and the budget.

3.1.2 Qualifications of project leader and staff

1. The staff to be assigned to the project should have at least the qualifications required for the work to be carried out by them.
2. A change in project leader is considered a change of circumstances as specified in [Section 3.4](#).

3.1.3 Investments

1. Resources paid from the funding that can be regarded as investments (because they retain economic value after the project or can be reused) are the property of the beneficiary concerned unless specified otherwise in the call for proposals and/or the project agreement.
2. Special obligations may be attached to investment funding in the project agreement, including the obligation to allow this equipment to be used by third parties upon request by the AiNed Foundation.

3.1.4 Misuse, damages and liability

1. The appointed coordinator and project participants ensure proper insurance for third-party damages arising from implementing the project. Each beneficiary indemnifies the AiNed Foundation individually against any liability in this regard.
2. The beneficiary or beneficiaries will make efforts and take the necessary measures, where reasonable, to ensure that the project and the results generated do not and cannot contribute to terrorist activities, human rights violations and/or other unlawful activities.
3. The project must be implemented in line with national and international sanctions acts and regulations. The EU Sanctions Map is leading in this regard.
4. Also take account of the policy measures from the National Knowledge Security

Guidelines. If in doubt, consult the relevant department within your organisation and/or the Contact Desk for Knowledge Security.

3.2 Start of the project

3.2.1 Beforehand

1. A project cannot start earlier than the moment when the conditions specified in the project agreement regarding the start are met.
2. The consortium starts implementing the project by no later than six months after signing the project agreement, unless specified otherwise in the call for proposals.
3. Upon request by the appointed coordinator, the starting date may be postponed in special cases.
4. In principle, the consortium members all sign the consortium agreement before the start of the project.
5. If no consortium agreement has been signed by the start of the project, there must at least be letters of intent from each beneficiary that they will make every effort to have a consortium agreement signed within six months. If this deadline is not met, the project agreement is dissolved and any costs incurred in the period from the start of the project through to its cancellation are at the risk and expense of the appointed coordinator and the project participants.
6. The AiNed Foundation can place a notification of the allocation, the beneficiaries and/or the starting date of the project on its website, along with a public summary of the project.

3.2.2 Payment

1. The AiNed Foundation will deposit the allocated funding into the coordinator's account unless otherwise agreed in the project agreement.
2. Payments may be made periodically in instalments according to a predetermined payment schedule, depending on the funding instrument, interim reports and the project duration.
3. The coordinator will make the received resources available to the project participants in line with the budget and the allocation of the funding in the project agreement.
4. Only costs for which funding has been allocated in the project agreement are eligible for payment.

3.3 Progress

3.3.1 Project responsibility

The project leader has primary responsibility for the project's progress on behalf of the coordinator and is the primary contact for the AiNed Foundation. This does not alter the fact that the coordinator is ultimately responsible for the activities being carried out and for the efficient and lawful disbursement of the funding. The project leader will keep the project participants informed of all relevant developments.

3.3.2 Reporting and checks

1. Throughout the implementation of the project, the AiNed Foundation will monitor the progress through annual reporting on the KPIs/output data as well as financial reports. At the end of the project, these annual reports will become a key part of the final report from the consortium and the auditor's report. The AiNed Foundation can also request interim project content and financial reports if

required.

2. The following at least will apply to annual, interim and final reports:
 - a. they must be submitted through the electronic system specified by the AiNed Foundation and, insofar as required, must be in the designated format;
 - b. a content report contains details about the research aims, work plan, milestone planning, results, utilisation, collaboration and contacts with users, as well as dissemination activities;
 - c. a financial report contains a financial overview of the hours and costs incurred and the co-funding provided up to that point, both in cash and in kind;
 - d. they are digitally signed by the project leader as a signed PDF. The coordinator and project participants co-sign the financial reports for approval and co-sign the content report to acknowledge they have read it.
3. After the AiNed Foundation receives the annual or interim reports, they can make further changes of a substantive and/or financial nature or unilaterally change the payment pattern from what is in the project agreement if there is a reason to do so.
4. The AiNed Foundation has the authority to check the project administration and books respectively to examine whether the coordinator and project participants are complying with the obligations associated with the funding. The beneficiary will cooperate with such site visits requested by the AiNed Foundation.

3.3.3 Phased implementation: request for continuation

1. A project can be carried out in phases. The AiNed Foundation can in that case allocate funding for each phase. In the case of continuation to the next phase, the coordinator must submit a request for continuation to the AiNed Foundation within the timeframe specified in the call for proposals or the project agreement.
2. In the explanatory notes to the request for continuation, the project leader describes the progress, the work plan/milestone planning, the expected results and the need for the remaining funding for the project implementation.
3. If and insofar as applicable, the request for continuation provided by the project leader also describes the existing or additional input from users, the options for protecting results, and the possibilities for commercialising the results.
4. The AiNed Foundation can impose further conditions on the content of the request for continuation.
5. Allocation of follow-up funding by the AiNed Foundation for continuing the project takes place after a positive evaluation by the AiNed Foundation of (i) the results of the previous phase or phases, (ii) the feasibility of the project objectives, and (iii) the need for the remaining funding for successful completion of the project in accordance with the application.
6. Upon allocation of funds, a new project agreement or an addendum to the existing project agreement is signed.

3.4 Changed circumstances

3.4.1 Reporting obligation

1. Permission is required in advance from the AiNed Foundation for every substantive deviation or change to the application or budget.
2. As soon as there is reason for the appointed coordinator or a project participant to suppose that the project cannot be completed (or not fully completed) on or before

the end date or that the project agreement will not be completed in full by then, the appointed coordinator must notify the AiNed Foundation without delay. In such a case, discussions will be held as referred to in Clause 3.4.2.

3. A substantive deviation or change to the application will *inter alia* be deemed to have occurred in the following cases:
 - a. when other financial support is given or agreed for the project, insofar as that funding or co-funding was not already included in the budget for the application;
 - b. a change in the composition of the consortium, output and KPIs and the planning given in the application;
 - c. change of project leader (temporarily or permanently);
 - d. being unable to meet the obligations relating to the participants' own contributions and/or co-funding;
 - e. legally relevant changes relating to the appointed coordinator or project participant respectively, such as a change of name, takeover, bankruptcy, etc.

3.4.2 Discussion and changes

1. Depending on the changed circumstances, discussions will be held between the AiNed Foundation and the appointed coordinator (via the project leader) about how the project can proceed and reach a successful conclusion.
2. If the application needs to be amended, the AiNed Foundation will give its permission in writing. Insofar as necessary, the project agreement will be amended appropriately.
3. If and insofar as the changed circumstances occur at a project participant, the AiNed Foundation can also contact the project participant concerned to make further agreements. These agreements can have consequences for that portion of the funding that has been allocated to the participant in question. Any reclaim or retraction of that portion of the funding will take place as per the provisions of Clause 3.5.
4. Upon request by the appointed coordinator stating the reasons, the parties may agree that the remainder of the funding and the continuation of the project will be transferred to another participant who joins the project.
5. If the information provided gives reason to do so, the AiNed Foundation reserves the right to modify the timing of the payments for the funding.

3.4.3 Shifts between budget items

1. Shifts between the budget items for personnel and materials need written approval from the AiNed Foundation unless other agreements have been made beforehand (e.g. in the call for proposals or the project agreement).
2. Shifts applying to a single beneficiary between material cost items up to a maximum of 20% of the overall budget for equipment and materials do not require approval from the AiNed Foundation beforehand. This is conditional on the shift fitting within the overall budget for materials, on the budgetary shift being beneficial to the project and on it being possible to justify the expenditure.

3.4.4 Retracting or changing the funding

1. Insofar as the funding has not been fixed ('determination'), the AiNed Foundation reserves the right to dissolve the project agreement or to amend it to the detriment of the beneficiary if:
 - the activities for which funding was awarded did not or will not take place (or

- only partially);
 - the beneficiary did not comply with the obligations imposed for the funding, even after being given a reasonable timeframe for correcting the observed shortcomings;
 - the beneficiary provided incorrect or incomplete information that led or could have led to a different result for the evaluation procedure if the correct or complete information had been provided;
 - the award was inappropriate in any other way and the beneficiary knew or ought to have known that this was the case.
2. The situations referred to in point 1 will be deemed *inter alia* to be the case:
- if the resources are not allocated and/or are expended for other purposes than those for which they were intended and/or in any other way that cannot be justified;
 - in the event of changed circumstances as referred to in Section 3.4 about which the AiNed Foundation and the beneficiary are unable to reach agreement;
 - if the execution of the project did not start in good time;
 - (in situations where there is co-funding:) if the co-funding party is declared bankrupt or if they do not provide their co-funding (or stop doing so) for any other reason and no other co-funder can be found within a reasonable timeframe who is prepared to take over the co-funding.

3.5 End

3.5.1 Project duration and end of project activities

1. The call for proposals and/or the project agreement defines the maximum duration of a project.
2. The appointed coordinator and beneficiaries ensure – under the auspices of the project leaders – that the project is completed successfully within that period.

3.5.2 Determination

1. The determination phase (finalisation) starts at the end of the project duration as defined in Clause 3.5.1.
2. The definitive funding can be reduced by the AiNed Foundation or even set to zero if:
 - a. the activities for which funding was awarded did not take place (or only partially);
 - b. the activities for which funding was awarded did not comply with the European frameworks for state support;
 - c. the beneficiary did not comply with the obligations imposed for the funding;
 - d. the beneficiary provided incorrect or incomplete information that led or could have led to a different evaluation result for the proposal if the correct or complete information had been provided; or
 - e. the award was inappropriate in any other way and the beneficiary knew or ought to have known that this was the case.
3. The AiNed Foundation provides further guidelines about how the information should be supplied or demonstrated in the final report covering the substantive and financial aspects.
4. If the final report is not provided completely and in good time, the AiNed Foundation may suspend payment of the outstanding funding amounts.
5. If the AiNed Foundation has not yet received an appropriate final report six months

after the end of the project, it will deem this situation equivalent to rejection of the final report, in which case the funding lapses (unless the AiNed Foundation believes that exceptional circumstances apply).

6. Repayment of the portion of the funding that was intended for a project participant will be done by the appointed coordinator, who is entitled to claim it back from the co-beneficiary in question. The AiNed Foundation also reserves the right to reclaim the portion of the funding concerned directly from the co-beneficiary.

3.5.3 Checking

1. The beneficiary must provide an auditor's declaration from an accountant:
 - a. if the total amount of funding provided by the AiNed Foundation to the beneficiary exceeds €125,000;
2. The AiNed Foundation is entitled to check the legality of the utilisation of the resources and the implementation as per the project agreement, plus any other obligations and conditions, at any and all of the beneficiaries of the funding for up to three years after the date of funding determination.
3. For such checking, the AiNed Foundation may be assisted by third parties or third-party staff and, where necessary, may request additional information about the project. Where applicable, the said information must be supplied in the format requested by the AiNed Foundation and within a reasonable timeframe that they may impose.
4. In the case of on-site checks, the beneficiary must permit access to the place where the checks are to be carried out.
5. The beneficiary will receive a report of the findings and information about any measures that the AiNed Foundation deems necessary or that they will take (as the case may be) as a result of the checks carried out.
6. In derogation of the provisions of point 2, a term of 10 years applies for any checks of compliance with state support rules that are linked to a legal procedure or legitimacy check by the European Commission.

4 Publication and utilisation

4.1 Publications

4.1.1 Accessibility of project results and moment of publication

1. Project results are published as quickly as possible, as per the schedule for any dissemination activities given in the application.
2. With an eye on optimum distribution and application of the project results respectively, they should be made immediately available upon publication as 'Open Access'. Copyrights may only be transferred to third parties insofar as this does not impinge upon the right to publish through Open Access.
3. In the case where the project is wholly or partly carried out through a collaborative partner or third party, the appointed coordinator or the project participant must ensure that any author's rights/copyright and IP rights pertaining to those parties do not present an obstacle to publishing the project results.
4. Subject to the protected results as referred to in point 5, the AiNed Foundation can use the project results for publication and dissemination in the context of the AiNed programme. Additional agreements will be made about this if necessary in the project agreement.
5. Results that are not eligible for publication because of protection under IP rights may be made available confidentially by the project participants to other parties involved (including any users) as 'know-how'.
6. The public nature refers to at least:
 - a. project results (including the data stated in the data management plan) that are published by the beneficiary or beneficiaries in an interim or final publication;
 - b. project results that are made public pursuant to the patent formalities for protecting the results;
 - c. results that are required to be made public by virtue of a court decision or a public-law authority. The beneficiary will inform the AiNed Foundation in writing of any such publication.
7. When project results are published, it must be declared that the AiNed Foundation has part-funded the project, stating the AiNed Foundation project number and the funding instrument that the project is part of. The AiNed Foundation logo must be shown.

4.1.2 Data files

1. Data gathered within the project must be documented, stored properly and made accessible for further use.
2. Any beneficiary at whose facilities the project is carried out and who can also be designated as the producer of a data file and (where applicable) may also be the copyright holder, gives the AiNed Foundation permission regarding the data file:
 - a. to impose further conditions on the copyrights and extraction rights, with an eye on promoting knowledge transfer with respect to the results;
 - b. to give further instructions about how the data files should be made available for further use.

4.2 Utilisation

4.2.1 General

1. The project participants will make every effort after the project is completed to achieve appropriate and effective utilisation of the results.
2. Agreements should be made in the consortium agreement about the rights to the project results, with due observance of the provisions of the other paragraphs of this clause.
3. In the case where the project is wholly or partly carried out through one or more third parties, the project leader or the appointed coordinator must ensure that any IP rights held by such third parties do not present an obstacle to utilising the project results.
4. Throughout the term of the project, the project results will be made freely available to all the project participants where necessary for carrying out or proceeding further with the project.
5. A beneficiary will not hold the AiNed Foundation liable for damages pursuant to utilisation of the project results and will indemnify the AiNed Foundation against any liability claims by third parties.
6. Where relevant for such determinations, the data may be stated by which the appointed coordinator and the project participants must have reported to the AiNed Foundation on the utilisation of the project results.
7. Except with written permission from the other party, neither the leader of the project or subproject nor the AiNed Foundation will make agreements with a user or third party about the results, such as e.g. agreements in which the third party acquires property rights or rights of use, or about the confidentiality of the results, or about conditions that may be imposed upon publication.

5. General

5.1 Terminology

1. *Applicant* The organisation submitting a funding request to the AiNed Foundation.
2. *AGVV* (General Block Exemption Regulation): regulation no. 651/20214 in its most recent version, dated 1 July 2023.
3. *Beneficiary* The legal entity receiving the amount awarded.
4. *Evaluation committee* A committee given the task of advising the AiNed Foundation about the proposals submitted.
5. *Call text/Call for proposals* Contains the specific terms and conditions of a funding instrument.
6. *Co-funder* A party contributing to the project in cash and/or in kind who is not an applicant.
7. *Consortium* A collaborative venture consisting of beneficiaries that is not a legal entity in its own right, focusing on realising jointly accepted objectives by carrying out a project within the AiNed Foundation programme, in a way that involves each of the beneficiaries making part of the efforts required to that end and bearing part of the associated risks.
8. *Consortium agreement* An agreement between the applicants comprising a consortium for the purpose of carrying out the project.
9. *Own contribution* The proportion of the costs that a beneficiary incurs that is not covered by funding from the AiNed Foundation.
10. *IP rights* All rights relating to intellectual property with the exception of author's intellectual property rights (copyright).
11. *Investments* Assets that are used for the project and that retain economic value after completing the project or that can be reused, i.e. equipment, software, infrastructure etc. that retains a residual value.
12. *Duration* The period within which the project must be realised.
13. *Matching* The total of participants' own contributions plus the co-funding from private parties.
14. *AiNed Foundation* A body or member of staff who is authorised to represent *Stichting AiNed* (the AiNed Foundation).
15. *Open Access* Free accessibility for all, without any period under embargo.
16. *Appointed coordinator* The party leading the project and holding the budget, to whom the funding is provided.
17. *Project leader* The person employed by the appointed coordinator who takes responsibility for the content and the financial aspects of the project.
18. *Project participant* An applicant who takes part in carrying out the project.
19. *Project results* All inventions, outcomes, materials, methods, processes, products, programs, software, findings or discoveries that are generated within a project.
20. *Publication* Making project results public in any way or by any mechanism whatsoever, with the exception of publishing them pursuant to a patent application on the results or other results for which protective measures have been taken.
21. *Collaborative partner* A party that takes part in the project but does not contribute in kind or in cash and that also does not receive a subsidy. Collaborative partners are not the project applicants.
22. *Starting date* The date when implementing the project commences, as stated in the project proposal or – if different – the funding agreement.

23. *Funding instrument* An instrument derived from the AiNed Foundation's funding policy, set up as a system of rules through which a certain amount of funding resources is made available.