**Modifications must be recognisable for ZonMw (i.e. use track changes)**

**Sponsorship Agreement For ZonMw funded Projects**

Sponsorship title [ • ]

Date: [DD/MM/YYYY]

THIS SPONSORSHIP AGREEMENT FOR ZONMW FUNDED PROJECTS (further referred to as “Agreement”) is

**BY AND BETWEEN:**

1. [Organisation X], incorporated under [nationality] law, having its statutory seat [in place, country] and its address [address] and registered with the national Chamber of Commerce with number [number], duly legally represented by [ name and position], hereinafter referred to as the “**Recipient**”.

2. [Organisation Y], incorporated under [nationality] law, having its statutory seat [in place, country] and its address [address] and registered with the national Chamber of Commerce with number [number], duly legally represented by [ name and position], hereinafter referred to as the “[**Sponso**r]”;

Each of the Parties hereinafter also referred as “Party” and together as “Parties”.

**WHEREAS:**

* Recipient is an applicant for the Project Proposal to ZonMw as part of the call [“ • ”]
* ZonMw has awarded the Grant for this Project with dossier number (……) and dated (DATE) (hereinafter referred to as “Grant”)
* Aforementioned grant is governed by General Terms and Conditions Governing Grants of ZonMw, version 1st July 2013 and the specific conditions of the ZonMw decision to award the Grant (Schedules 1 and 2);
* Recipient may have entered or may enter into a consortium agreement with other project partners
* Sponsor is interested in scientific research and related activities allocated to Recipient as part of the Project. Accordingly, Sponsor desires to fund and support, and Recipient desires to conduct the Project as described in the Project Proposal (hereinafter “Project”) subject to the provisions set forth herein.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **Definitions**

**Background**: all data, know-how, knowledge, techniques, methods, models, discoveries, designs, software, trade secrets and other information, which is held by a Party prior to its accession to this agreement or generated by that Party independently of the Project and made available by that Party for use in the Project in accordance with the terms and conditions of this agreement;

**Consortium Agreement:** Agreement between Recipient and collaboration partners

**Funding Agency**: Netherlands Organisation for Health Research and Development, also referred to as ‘ZonMw’;

**In Cash Contribution**: the in cash contribution of Sponsor to this Project according to the Project budget as attached to this agreement or the Sponsor In Cash Contribution as attached in Schedule 3;

**In-Kind Contribution**: the in-kind contribution of Sponsor to this Project according to the Project budget as attached to this agreement or Schedule 3 or the Sponsor Contribution as attached in Schedule 3;

**Project***:* the project described in the Project Proposal;

**Project Proposal**: (“Aanvraag”) the description of the research activities, including the milestones, the deliverables and the budget (“Project budget”);

**Sponsor Contribution**: the total In Cash Contribution and the monetary equivalent of the total In-Kind Contribution of Sponsor according to the Project budget of the Project Proposal or the Sponsor Contribution as attached in Schedule 3;

**Results**: all the outcomes, materials, methods, processes, products, software, discoveries, inventions and data that are generated in the context of this Project.

**ZonMw Funding Conditions**: the General Terms and Conditions Governing Grants of ZonMw, applicable as from July 1st 2013 (Schedule 1) and the ZonMw decision to award the grant for this Project (Schedule 2).

1. **Project**
   1. Recipient shall use reasonable efforts to perform its responsibilities as described in the Project Proposal and shall carry out the activities in good scientific manner and in compliance with the Project Proposal and all applicable laws. Each Party shall cooperate with and provide reasonable support to the other Party in respect to the other Party’s performance of its responsibilities under the Project.
   2. As part of this agreement, Sponsor has agreed to provide financial, products or in-kind support to Recipient subject to the terms and conditions laid out in this agreement.
2. **Sponsor Contribution**
   1. In Cash contribution. Sponsor shall pay Recipient the project funds, in the amount and in accordance with the Schedule set out in the Project Proposal, for direct and indirect costs incurred in the conduct of the Project.
   2. Payment Method. All payments shall become due upon Sponsor’s receipt of an invoice containing a reference to Sponsor’s purchase order number, and shall become payable no later than [ .. days] following receipt of such invoice.

AND/OR

* 1. In-kind Contribution. Sponsor shall provide to Recipient [………………insert products and amount……….] and such other materials or other in-kind contributions [as further described in Schedule 3] for use by Recipient. All Sponsor products or materials shall be used in furtherance of the Project and any unused portion of the Sponsor Materials shall be returned to Sponsor at Sponsor’s expense. Recipient shall not sell, transfer, disclose or otherwise provide access to the Sponsor Materials to any third Party, to any person or entity without the prior express written consent of Sponsor, unless provided in the Project Plan or this Agreement. Notwithstanding the aforementioned, Parties agree that Recipient is allowed to freely supply and deliver the sponsor products or materials to other consortium partners to be used as described in the Project Proposal (if applicable).
  2. In the event that Sponsor provides Background to Recipient it grants Recipient and any participant in the consortium a royalty-free, non-exclusive licence to use its Background for the term of this agreement and for the execution of the Project (if applicable).
  3. Sponsor will grant a royalty free, non-exclusive, non-transferable licence to use its Background if such information is necessary for the dissemination of Results.

1. **Term and Termination**
   1. This agreement will go into effect on the Effective Date and will continue until all duties and responsibilities arising from this Agreement after which it will end automatically.
   2. Recipient may terminate the Agreement upon written notice to Sponsor with immediate effect if the Grant is terminated or Recipient participation in the Grant is terminated.
2. **Publications; other research rights and use of logo**
   1. Publications and Presentations. The Sponsor and Recipient each acknowledge the importance of public disclosure/publication of information collected or generated as a result of or related to the Project, under the condition that public disclosure/publication takes place under the provisions of this section.
   2. Publication by Recipient. Recipient shall have the right to publish or otherwise publicly disclose the results of the Project.
   3. Name and Logo Use. Neither Sponsor nor Recipient shall use the other Party’s name, trademarks or other logos, or the names of any individuals involved in the Project in any publication or public presentation without the prior written consent of such other Party. With Sponsor’s prior written consent, Recipient may include an acknowledgment of Sponsor’s funding of the Project in any such publication or public presentation.
   4. Neither Party may issue a press release involving this Agreement or the conduct of the activities hereunder without the prior written consent, not to be unreasonably withheld, of the other Party.
3. **Intellectual ownership**
   1. Background Intellectual Property. All Background by or licensed to any of the Parties prior to and after the date of this Agreement other than any Result arising from the Project are and shall not be affected by this Agreement.
   2. Ownership of Intellectual Property. All Result arising from and directly related to the Project and the Project Plan shall be owned by Recipient.
   3. Sponsor will promptly inform Recipient of any invention or discovery arising from and directly related to the Project or the Project Plan to be owned by Recipient in accordance with this section, and Sponsor hereby assigns and transfers without additional consideration, all assignable rights and title in relation to such Results and will provide reasonable assistance to the Recipient in filing or prosecuting Recipient’s intellectual property rights, at the expense of Recipient.
4. **Miscellaneous**
   1. ZonMw Funding Conditions. Sponsor acknowledges that the Project is financially supported by ZonMw by means of a grant provided to (amongst others) Recipient under ZonMw Funding Conditions (Schedule 1 and 2) and form an integral part of this Agreement to the extent applicable to Sponsor. Sponsor will, at Recipient’s first request, promptly provide all information needed by Recipient to fulfil its obligations towards ZonMw under the ZonMw Funding Conditions.
   2. In case of conflict between the this Agreement and the Funding Conditions, the following hierarchy exist, with the first prevailing:
      * General Terms and Conditions Governing Grants of ZonMw, applicable as from July 1st 2013
      * ZonMw Decision to award the Grant for this Project
      * Sponsorship Agreement
   3. Furthermore, Sponsor acknowledges that Recipient has entered into the Consortium Agreement to the aforementioned Project, which forms an integral part of this Agreement to the extent applicable to Sponsor.
   4. In case of conflict between this Agreement and the Consortium agreement related, the latter will prevail.
5. **Governing Law and Dispute Resolution**
   1. Governing law This Agreement is governed by, and is to be construed exclusively in accordance with the laws of the Netherlands.
   2. Dispute resolution In the event of any disputes arising out of or in connection with this Agreement, including disputes concerning the existence and validity thereof, the Parties shall first make reasonable efforts to settle the dispute between themselves. Any legal actions or proceedings arising out of this Agreement, which cannot be settled by good faith efforts, shall be brought exclusively to the court of [.. ], the Netherlands

**Schedules**

* Schedule 1 General Terms and Conditions Governing Grants of ZonMw, applicable as from July 1st 2013
* Schedule 2 ZonMw Decision to award the Grant for this Project
* Schedule 3 Sponsor Contribution

IN WITNESS WHEREOF, the Parties hereto have signed this Sponsorship Agreement in twofold by their authorised representatives.

On behalf of ….... On behalf of …....

Place ….... Place …....

Date ….... Date …....

Name ….... Name …....

Position ….... Position …....