



**agency for Innovation  
by Science and Technology**

## **GENERAL TERMS AND CONDITIONS OF IWT**

**(Version 2013.1)**

### **Article 1 AGREEMENT and establishment of the AGREEMENT**

The AGREEMENT consists of the present GENERAL TERMS AND CONDITIONS, the PROJECT-SPECIFIC TERMS AND CONDITIONS, with inclusion of the REFERENCE DOCUMENTS mentioned therein, and all the APPENDICES as well as any written amendments mutually agreed to at a later date by the authorized legal representatives of both parties (the last mentioned documents are only available in Dutch).

By submitting a signed PROJECT application, the RECIPIENT indicates his acceptance of the present GENERAL TERMS AND CONDITIONS.

The PROJECT-SPECIFIC TERMS AND CONDITIONS will be sent to the RECIPIENT to be signed. They have to be signed and returned to IWT within four months following receipt. Failure to do so will lead IWT to consider the AGREEMENT as non established. It is not required to notify the RECIPIENT of this. The date of receipt is the third working day following the mailing date. The AGREEMENT between the PARTIES and IWT will become effective upon receipt of the signed PROJECT-SPECIFIC TERMS AND CONDITIONS by IWT.

These GENERAL TERMS AND CONDITIONS may be viewed on IWT's Website at [www.iwt.be](http://www.iwt.be). Any interested party may request a printed copy of them.

The REFERENCE DOCUMENTS not attached as an appendix to the PROJECT-SPECIFIC CONDITIONS may also be viewed at [www.iwt.be](http://www.iwt.be). Any interested party may request a printed copy of them.

### **Article 2 Applicable DECREES**

Every AGREEMENT will be governed by one of the DECREES listed below, depending on the project application and IWT's decision. The following DECREES apply, as do any past or future amendments and substitutions made to them, and any measures taken or to be taken by IWT's Board of Directors to implement the DECREES in question.

2.1. DECREE WITH RESPECT TO SUPPORT FOR INDUSTRIAL R&D: Decree of the Flemish Government, dd. 5 October 2001, governing support for technological R&D projects undertaken by companies in Flanders (Bulletin of Acts and Decrees 03.01.2002).

2.2. VIS (FLEMISH INNOVATION PARTNERSHIP) DECREE: Decree of the Flemish Government, dd. July 20, 2006, governing the support for projects to promote innovation, provide technological advice and conduct collective research at the request of Flemish Innovation Partnerships (Bulletin of Acts and Decrees 16.10.2006).

2.3. TETRA DECREE: Decree of the Flemish Government, dd. April 30, 2004, with respect to the establishment of a programme to promote technology transfer by post-secondary educational institutions, and its implementing regulations (Bulletin of Acts and Decrees 27.10.2004).

2.4. SBO (STRATEGIC BASIC RESEARCH) DECREE: Decree of the Flemish Government, dd. October 3, 2003, with respect to the establishment of a funding channel for strategic basic research in Flanders (Bulletin of Acts and Decrees 04.03.2004).

2.5. AGRICULTURAL RESEARCH DECREE: Decree of the Flemish Government, dd. February 18, 2005, with respect to the funding of collective applied research for the agricultural and horticultural sector (Bulletin of Acts and Decrees 01.07.2007), and its implementing regulations.

2.6. TBM (APPLIED BIOMEDICAL RESEARCH) SUBSIDY DECREE: Decree of the Flemish Government, dd. September 15, 2006, with respect to the establishment of a funding channel for applied biomedical research for the primary benefit of society (Bulletin of Acts and Decrees 28.11.2006).

### **Article 3 Definitions**

For the application and interpretation of the AGREEMENT, the terms below shall be understood to mean the following:

3.1. "RECIPIENT": each PARTY to the AGREEMENT, as indicated in the introduction to the PROJECT-SPECIFIC TERMS AND CONDITIONS.

3.2. "COORDINATOR": the representative of the RECIPIENT vis-à-vis IWT, who is also responsible for coordinating the implementation of the PROJECT and the submission of the required reports. Unless otherwise specified, this is the first PARTY listed as the RECIPIENT in the PROJECT-SPECIFIC TERMS AND CONDITIONS.

3.3. "IWT": agency for Innovation by Science and Technology established by Decree on 30 April 2009 (Bulletin of Acts and Decrees 06.07.2009).

3.4. "AGREEMENT": the terms and conditions, signed by the PARTIES, as referred to in article 1 of the AGREEMENT, its APPENDICES, incl. the REFERENCE DOCUMENTS mentioned in the PROJECT-SPECIFIC TERMS AND CONDITIONS, and any subsequent written amendments mutually agreed to by the authorized legal representatives of the parties.

3.5. "RESEARCH PARTNER": the third party working on commission from the RECIPIENT or from a PARTY as indicated in the introduction to the PROJECT-SPECIFIC TERMS AND CONDITIONS.

3.6. "PROJECT": all activities subsidized by IWT under the applicable DECREE and within the scope of the AGREEMENT.

3.7. "PROJECT RESULTS": the entire set of tangible and intangible results achieved as the result of implementing the PROJECT.

3.8. "REFERENCE DOCUMENTS": the documents mentioned in the PROJECT-SPECIFIC TERMS AND CONDITIONS, which constitute an APPENDIX to the AGREEMENT and which contain additional information about the duties and obligations of the PARTIES under the AGREEMENT.

3.9. "MUTUAL COOPERATION AGREEMENT": every mutual agreement required for the implementation of the AGREEMENT and made between the PARTIES, or between the RECIPIENT and one or more PARTIES and the RESEARCH PARTNERS, as well as the mutual agreements between the RECIPIENT and one or more PARTIES and one or more non-Flemish partners for projects participating in an international programme.

3.10. "SUBSIDY": the financial contribution of IWT to the costs incurred by the RECIPIENT for implementing the PROJECT, as determined in article 2 of the PROJECT-SPECIFIC TERMS AND CONDITIONS.

3.11 "VALORIZATION OF PROJECT RESULTS": all of the further efforts targeted at the valorization of the PROJECT RESULTS, as well as the use or exploitation of the PROJECT RESULTS themselves for the purpose of directly or indirectly creating ADDED ECONOMIC and/or ADDED SOCIAL VALUE.

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## **Article 4 Object of the AGREEMENT and role of the PARTIES in implementing the latter**

4.1. The AGREEMENT has as its object the establishment of the terms and conditions governing the SUBSIDY provided to the RECIPIENT for implementing the PROJECT.

The RECIPIENT is expected to implement the AGREEMENT himself, as specified in the project application and the PROJECT-SPECIFIC TERMS AND CONDITIONS. Outsourcing subsidized activities is however only possible if it is foreseen in the PROJECT-SPECIFIC TERMS AND CONDITIONS. Unforeseen outsourcing of activities or other cost shifts between project partners are only possible if the BENEFICIARY complies with contractual obligations, in particular those with regard to reporting. If a PARTY is subject to the regulation of government contracts, this regulation is to be strictly respected.

4.2. The RECIPIENT shall make every effort that may be reasonably expected of him to achieve the PROJECT RESULTS within the planned PROJECT term.

4.3. The implementation of the AGREEMENT will require a MUTUAL COOPERATION AGREEMENT if there are several PARTIES and/or RESEARCH PARTNERS involved in the PROJECT. If this is the case, article 4 of the PROJECT-SPECIFIC TERMS AND CONDITIONS will indicate which MUTUAL COOPERATION AGREEMENT(S) is/are required.

Save when the MUTUAL COOPERATION AGREEMENT is already included in the APPENDICES to the AGREEMENT, the PARTIES and/or the PARTIES and RESEARCH PARTNERS shall conclude a MUTUAL COOPERATION AGREEMENT. The COORDINATOR shall ensure that the provisions of the latter agreement are and remain compatible with the terms and conditions of the AGREEMENT with IWT and that they are submitted to IWT for approval. The RECIPIENT shall include the relevant provisions from the AGREEMENT with IWT that are relevant to the RESEARCH PARTNERS in the MUTUAL COOPERATION AGREEMENT.

The MUTUAL COOPERATION AGREEMENT must contain all the provisions necessary for the cooperation and include in particular a regulation of the mutual arrangements as regards the implementation of the PROJECT and the VALORIZATION OF THE PROJECT RESULTS such as a.o. the consultation periods and possible decision process, the property and user rights on the PROJECT RESULTS, confidentiality, reporting obligations, a dispute procedure, liability and damages.

The MUTUAL COOPERATION AGREEMENT must be drawn up in compliance with the provisions of the IWT AGREEMENT, especially with regard to the provisions related to the VALORIZATION OF THE PROJECT RESULTS. It must also comply with the provisions of the decrees and implementing regulations governing educational, research and social service contracts of universities and colleges. Additional conditions may be required to be appended to the MUTUAL COOPERATION AGREEMENT within the framework of international subsidy programmes. If necessary, these shall be incorporated in the PROJECT-SPECIFIC TERMS AND CONDITIONS

The RECIPIENT shall forward the MUTUAL COOPERATION AGREEMENT to IWT within four months following the date of receipt of the PROJECT-SPECIFIC TERMS AND CONDITIONS from IWT. The day of receipt is the third working day following their mailing date. IWT shall be considered to have given its approval if it has not responded within 25 working days following the date the RECIPIENT submitted the MUTUAL COOPERATION AGREEMENT to IWT.

The approval of IWT is also required for amendments to the MUTUAL COOPERATION AGREEMENT during the execution of the AGREEMENT.

Without prejudice to the provisions of article 9.1 of these GENERAL TERMS AND CONDITIONS, IWT may suspend payment of the SUBSIDY as long as the MUTUAL COOPERATION AGREEMENT has not been submitted to IWT or approved, even before the end of the four-month term mentioned above.

4.4. IWT is responsible for paying the SUBSIDY in accordance with the provisions of the AGREEMENT and for monitoring the implementation of the AGREEMENT by the RECIPIENT. Payment is subject to the guidelines of the Flemish Government and the budget allocated to innovation.

## **Article 5 Approved SUBSIDY**

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5.1. IWT will award the SUBSIDY to the RECIPIENT formulated as a maximum amount and on the condition that RECIPIENT will implement the AGREEMENT with due care and without interruption.

The RECIPIENT in particular acknowledges that IWT may unilaterally suspend or revise the SUBSIDY or order its repayment under the provisions and terms of articles 9, 10 and 11 of these GENERAL TERMS AND CONDITIONS.

5.2. The RECIPIENT shall use the SUBSIDY exclusively for financing the PROJECT. Any deficiency in this regard shall be considered improper use of the SUBSIDY under articles 10 and 11 of these GENERAL TERMS AND CONDITIONS.

Subject to the explicit authorization of the competent authority, the SUBSIDY may not be used with the aim of attaining PROJECT RESULTS for military purposes or to finance PROJECTS with a military affinity. Such an application shall be considered improper use of the SUBSIDY under articles 10 and 11 of these GENERAL TERMS AND CONDITIONS.

5.3. IWT will pay the SUBSIDY to the PARTIES or the COORDINATOR by depositing the instalments in the account(s) indicated by them and listed in the PROJECT-SPECIFIC TERMS AND CONDITIONS.

5.4. IWT may decide to pay the next SUBSIDY instalment only after the RECIPIENT has provided proof that all invoices and other amounts due to every RESEARCH PARTNER under the MUTUAL COOPERATION AGREEMENT have been paid in the manner and within the terms established in said AGREEMENT.

The RECIPIENT acknowledges that all subsidy payments received from IWT to pay for the PROJECT costs of another PARTY or RESEARCH PARTNER do not belong to him simply because they were received by him, and that they must be immediately transferred to the PARTY or RESEARCH PARTNER in question.

## **Article 6 Property rights and VALORIZATION OF PROJECT RESULTS**

6.1. THE RECIPIENT owns the PROJECT RESULTS, without prejudice to the provisions in this respect such as agreed in the MUTUAL COOPERATION AGREEMENT referred to under article 4.3 of the GENERAL TERMS AND CONDITIONS.

6.2. THE RECIPIENT agrees to make every effort that can reasonably be expected of him to provide adequate protection for the PROJECT RESULTS and safeguard their VALORIZATION.

6.3. Without prejudice to the provisions of article 7.1., each PARTY agrees to take the necessary measures to ensure compliance with these obligations with every transfer of property rights or an exclusive licence related to the PROJECT RESULTS, including in the case of failure of one of the PARTIES.

The RECIPIENT therefore acknowledges that a partial or complete transfer of the property rights related to the PROJECT RESULTS, including in the event of failure of the RECIPIENT or one of the PARTIES, shall require if possible the simultaneous transfer of all the obligations flowing from the AGREEMENT, in particular those related to the VALORIZATION OF THE PROJECT RESULTS, and take into account the provisions of article 15.6 of the GENERAL TERMS AND CONDITIONS and the REFERENCE DOCUMENTS mentioned in the PROJECT-SPECIFIC CONDITIONS.

Except in the case of an explicit and written decision to the contrary by IWT, such a transfer of the PROJECT RESULTS shall require the transfer of the obligation to repay the SUBSIDY should IWT decide to revise it or request its repayment under articles 10 and 11 of the GENERAL TERMS AND CONDITIONS.

## **Article 7 Notification – Reporting – Publication – Verification**

7.1 RECIPIENT'S duty to notify

7.1.1. In addition to the explicit obligation to notify IWT established elsewhere in the AGREEMENT, the RECIPIENT and/or the directly involved PARTY must also immediately notify IWT by registered mail of the following:

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- any significant change in the PROJECT that will affect the PROJECT RESULTS to be achieved;
- any event or circumstance that endangers the completion of the PROJECT and achievement of the PROJECT RESULTS, the uninterrupted and careful execution of the AGREEMENT by the RECIPIENT and/or the VALORIZATION OF THE PROJECT RESULTS; in particular, this duty to notify applies to fundamental changes in the shareholder or management structure, or in the regulations concerning the property and/or the exploitation of the PROJECT RESULTS, a capital reduction, the buyback of shares, the suspension of activities, voluntary liquidation, the intent to request a legal reorganization, failure of a PARTY or a RESEARCH PARTNER or any other circumstance that may have a negative effect on the financial situation of a PARTY or a RESEARCH PARTNER;
- any delay of more than one month in starting up the project or any extension of the project implementation period of more than one month;
- any proposal to change the distribution of the SUBSIDY between the PARTIES;
- any combination with other government support under the applicable DECREE or the approval of other forms of support to the PROJECT;
- any change in or replacement of the COORDINATOR;
- if the RECIPIENT decides to cancel the AGREEMENT before its expiry pursuant to article 12 of these GENERAL TERMS AND CONDITIONS.

7.1.2. IWT reserves the right to review the further implementation of the AGREEMENT based on the content of the notice from the RECIPIENT, if any, and if necessary to take appropriate measures with respect to the SUBSIDY, including the application of articles 9, 10 and/or 11, and suspend, review and/or order the repayment of the SUBSIDY.

## 7.2. Reporting by RECIPIENT

### 7.2.1. Progress report

It is the duty of the RECIPIENT to demonstrate that the PROJECT is being implemented without interruption and with due care by submitting regular reports. This provision also applies to any part of the PROJECT implemented by a RESEARCH PARTNER.

### 7.2.2. Financial report

The RECIPIENT must submit a financial report. This provision also applies to any part of the PROJECT implemented by a RESEARCH PARTNER.

### 7.2.3. Valorization report

The RECIPIENT must report to IWT about the way he plans to comply with his obligations related to the VALORIZATION OF THE PROJECT RESULTS, as set out in article 6 of these GENERAL TERMS AND CONDITIONS and specified in greater detail in article 3 of the PROJECT-SPECIFIC TERMS AND CONDITIONS.

On the explicit request of IWT, the RECIPIENT shall submit additional reports at times to be determined by IWT. Such a request and the request for any additional information pertaining to the evaluation of the VALORIZATION OF THE PROJECT RESULTS will be addressed to the RECIPIENT, who shall deliver the follow-up report and additional information within two months following such a request. Based on these additional reports and information, IWT will determine to what extent the obligations related to the VALORIZATION OF THE PROJECT RESULTS have been met. If necessary, IWT may apply articles 10 and 11 of these GENERAL TERMS AND CONDITIONS with respect to the review and repayment of the SUBSIDY.

7.2.4. All the reports referred to in this article have to be prepared by the RECIPIENT and/or RESEARCH PARTNERS as described in the applicable REFERENCE DOCUMENT listed in the PROJECT-SPECIFIC TERMS AND CONDITIONS.

All the reports referred to in this article have to be submitted via the COORDINATOR.

The date for submitting each report is indicated in article 4 of the PROJECT-SPECIFIC TERMS AND CONDITIONS.

## 7.3. Publications

### 7.3.1. Publications by IWT

The RECIPIENT hereby gives IWT permission to use the following information about the PROJECT for publication: the title, starting date, duration, SUBSIDY and name(s) of the RESEARCH PARTNER(S).

#### 7.3.2. Publications by RECIPIENT

Every communication, publication or advertisement about the PROJECT or the PROJECT RESULTS issued by the RECIPIENT or his employees or, with the permission of the RECIPIENT, by a RESEARCH PARTNER or his employees, shall make mention of the SUBSIDY provided to the PROJECT by IWT. Regular or ordinary advertising, user manuals and instructions and the like are not subject to this provision.

#### 7.4. Verification by IWT

IWT will verify whether the costs charged or to be charged are real, eligible and reasonable and determine the final SUBSIDY amount, without prejudice to the rights of audit of the Auditor's Office and, if applicable, the third parties listed in the PROJECT-SPECIFIC TERMS AND CONDITIONS.

IWT may, within its mandate to verify and monitor the implementation of the PROJECT, take all initiatives it may reasonably consider necessary for that purpose, including visiting the locations where it is implemented.

Each PARTY and each RESEARCH PARTNER shall keep all support documentation for incurred expenses at the disposal of the Auditor's Office for seven years following the approval of the final financial report, in accordance with article 4 of the PROJECT-SPECIFIC TERMS AND CONDITIONS.

Each PARTY shall cooperate with these verifications and submit the information requested for monitoring purposes. The RECIPIENT shall impose these same conditions on the RESEARCH PARTNER(S) in the relevant MUTUAL COOPERATION AGREEMENT.

#### 7.5. Address for correspondence

Letters and notices to IWT must be addressed to the relevant Director, as indicated in the PROJECT-SPECIFIC TERMS AND CONDITIONS, IWT, Koning Albert II-laan 35 bus 16, 1030 BRUSSEL, and mention the agreement number.

Letters and notices to the RECIPIENT will generally be sent to the attention of the COORDINATOR and/or , where appropriate, to the directly involved PARTY.

### **Article 8** *SUBSIDY payment terms*

The RECIPIENT will receive payment of the SUBSIDY awarded under article 2 of the PROJECT-SPECIFIC TERMS AND CONDITIONS according to the terms set out in article 6 of said document.

### **Article 9** *Suspension of payment of SUBSIDY*

9.1. IWT will suspend payment of the SUBSIDY to the RECIPIENT and/or the directly involved PARTY, if a PARTY fails to comply with the terms and conditions under which the SUBSIDY has been granted. In particular, but not exclusively, IWT may suspend payment of the SUBSIDY in the following cases:

- if a PARTY fails in its duty to provide information, reports, cooperation with IWT verifications, and publications as described in article 7 of these GENERAL TERMS AND CONDITIONS;
- if the MUTUAL COOPERATION AGREEMENT required under article 4.3. of these GENERAL TERMS AND CONDITIONS has not been submitted to IWT within four months following the delivery of the PROJECT-SPECIFIC TERMS AND CONDITIONS to the RECIPIENT, or if IWT fails to approve the submitted MUTUAL COOPERATION AGREEMENT.
- in the case of a review as referred to in article 7.1.2. of these GENERAL TERMS AND CONDITIONS;
- if a PARTY fails to execute the payments to a RESEARCH PARTNER in accordance with the provisions of the MUTUAL COOPERATION AGREEMENT;
- if a PARTY fails to comply with the AGREEMENT in general and the PROJECT-SPECIFIC TERMS AND CONDITIONS in particular;



- if a PARTY fails to fulfil or does not adequately fulfil the obligations flowing from other agreements with IWT.

9.2. IWT will inform the RECIPIENT or the directly involved PARTY by registered letter of the suspension of payment, the date on which it becomes effective, the reason for the suspension and the deadline for rectifying the deficiency in the implementation of the AGREEMENT. The suspension period will in principle not exceed four months, unless otherwise specified by IWT.

It is up to the RECIPIENT or the directly involved PARTY to inform the other PARTIES and RESEARCH PARTNERS of the suspension.

At the end of the suspension period, IWT may review the SUBSIDY and order its repayment under article 10 or 11, or impose additional conditions under article 7.1.2 of these GENERAL TERMS AND CONDITIONS.

## **Article 10 Possible review of the SUBSIDY**

10.1. IWT reserves the right to review part or all of the SUBSIDY at any time during the implementation of the AGREEMENT, if there is just cause, without prejudice to the property rights related to the PROJECT RESULTS. In particular, but not exclusively, IWT may review the SUBSIDY in the following cases:

- if a PARTY fails to comply with the terms and conditions under which the SUBSIDY has been granted;
- if a PARTY fails in its duty to provide information, reports, cooperation with IWT verifications, and publications as described in article 7 of these GENERAL TERMS AND CONDITIONS;
- in the case of improper use by a PARTY of the SUBSIDY or payments issued as part thereof;
- if a PARTY is unable to submit proof of the costs it incurred in accordance with article 5 of these GENERAL TERMS AND CONDITIONS, or if IWT does not approve these costs;
- if a PARTY, for the purpose of obtaining the SUBSIDY or another advantage associated with the AGREEMENT, has made false or incomplete statements;
- if a PARTY combines the SUBSIDY with other support as referred to in the applicable DECREE;
- if a PARTY fails to fulfil or does not adequately fulfil the obligations flowing from this and/or other agreements with IWT;
- if a PARTY fails to pay the invoices or other amounts due to a RESEARCH PARTNER;
- if the AGREEMENT is cancelled before its expiry under article 12 of these GENERAL TERMS AND CONDITIONS for e.g. technical or business reasons.

10.2. After IWT has given official notice by registered letter to the RECIPIENT and/or the directly involved PARTY of a deficiency in order to have it yet corrected if possible, IWT will decide whether to review the SUBSIDY. It will communicate its decision to the RECIPIENT and/or the directly involved PARTY by registered letter at the earliest one month after the date of the official notice mentioned above.

10.3. If IWT reviews the SUBSIDY, after having established that its reasons for the review are valid and cannot be ignored, it will determine a new SUBSIDY amount based on the costs that have effectively been paid or incurred up to the date the registered letter announcing the review of the SUBSIDY is received, as well as on the cost of any regular financial obligations incurred up to that date, and of any severance pay for staff specifically hired to implement the PROJECT. Upon receipt of the registered letter from IWT announcing the review of the SUBSIDY, the RECIPIENT shall without delay take all measures required to minimize the financial consequences of his contractual obligations and severance pay arrangements.

10.4. Save for the exceptions mentioned in the second paragraph of this article, the RECIPIENT and/or the directly involved PARTY may in principle appeal any decision by IWT to review the SUBSIDY.

Such an appeal is not possible, however, if IWT decides to review the SUBSIDY based on formal evidence of deficiencies such as failure to submit reports or forward payments on time.

The RECIPIENT and/or the directly involved PARTY shall submit the appeal by registered mail within 30 working days following service of the decision in question by IWT. The appeal should clearly indicate the reasons why the RECIPIENT and/or the directly involved PARTY object to the decision to review the SUBSIDY.

IWT will process the appeal within 30 working days, after which the Board of Directors may make a new decision.

## **Article 11 Order to repay the SUBSIDY**

11.1. Without prejudice to the property rights related to the PROJECT RESULTS, IWT will order repayment of the SUBSIDY in the following cases:

- if the RECIPIENT and/or the directly involved PARTY has received payments from IWT not owed to him/it;
- in the case of a review of the SUBSIDY under article 10 of these GENERAL TERMS AND CONDITIONS, for the amounts paid to the RECIPIENT and/or the directly involved PARTY up to the date of the review;
- if, in case of the collective dismissal of the staff, a PARTY fails to comply with the information and consultation procedures described in article 35.2 of the Decree of December 19, 1999, containing provisions in support of the 1999 budget.

11.2. IWT will notify the RECIPIENT and/or the directly involved PARTY by registered mail of its decision to demand repayment, serving formal notice to the RECIPIENT to that effect. Failure to repay the SUBSIDY before the deadline indicated in the notice will result in interest charges for the RECIPIENT for the period between the date of notification and the day of payment at the prime rate effective on the date of the formal notice + 2%.

## **Article 12 Duration of AGREEMENT**

12.1. The AGREEMENT will become effective on the date the PROJECT-SPECIFIC TERMS AND CONDITIONS are mailed.

12.2. With the exception of provisions that because of their nature remain fully applicable after the AGREEMENT expires, the AGREEMENT will expire at the end of the period indicated in the PROJECT-SPECIFIC TERMS AND CONDITIONS.

12.3. Amendments will apply from the date indicated in the mutual written agreement to that effect.

12.4. Each PARTY may terminate the AGREEMENT by a registered letter that specifies the reasons, under the terms set out in the AGREEMENT. If there are several PARTIES, such termination shall be decided in consultation with the other PARTIES, and the necessary measures taken with regard to the RESEARCH PARTNERS. In particular, IWT may terminate the AGREEMENT before its expiry following suspension or revision of the SUBSIDY under articles 10 and 11 of these GENERAL TERMS AND CONDITIONS.

## **Article 13 Statements and guarantees of RECIPIENT**

13.1. Each PARTY must at all times have made reasonable efforts to comply fully with all the legal, regulatory and judiciary provisions and decisions that are or were applicable to it. Each PARTY possesses, to its best knowledge, all the permits, authorizations, concessions, licences or other (government) approvals required for the legal exercise of all its activities. Each PARTY, to the best of its knowledge, must exercise its activities without violating any condition imposed on it by virtue of one or more of the above-mentioned (government) approvals.

13.2. Each PARTY must at all times have made reasonable efforts to ensure that its activities (regardless of whether they are of a commercial, administrative, supportive or another nature) do not constitute a violation of patents, trademark rights, copyrights (incl. software copyrights), brand names, know-how, formulas or any other property right belonging to a third party inside or outside Belgium.

Each PARTY must either as their owner or legal user have at its disposal all patents, trademark rights, copyrights, brand names, know how, formulas and other intellectual property rights required or useful for the implementation of the PROJECT.

13.3. The provisions of articles 13.1 and 13.2 shall apply at the time the AGREEMENT becomes effective as well as over the entire term of the AGREEMENT and are particularly relevant – though not exclusively – to the activities carried out as part of the PROJECT.

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13.4. Each PARTY shall declare that it is not a partner in a silent partnership for the purpose of implementing the PROJECT or in relation to the PROJECT RESULTS.

13.5. Each PARTY shall declare that it has been legally established and that at the time it signs the AGREEMENT it is a legal entity. Each PARTY shall declare that the person signing the AGREEMENT in his own name has the legal authority to represent and bind it.

13.6. The RECIPIENT shall ensure that every RESEARCH PARTNER includes a similar statement as referred to in this article in the MUTUAL COOPERATION AGREEMENT as part of the general principle of care.

## **Article 14 Liabilities and disputes**

14.1. The AGREEMENT is subject to Belgian law.

14.2. Implementation of the AGREEMENT must under no circumstances result in the liability of IWT for any damages to persons, property or companies, directly or indirectly caused by the implementation of the PROJECT or as a result of the activities or actions undertaken by the RECIPIENT in general.

14.3. Except under the circumstances described in article 14.4 of these GENERAL TERMS AND CONDITIONS, the PARTIES and IWT shall try to resolve any disputes that may arise related to the interpretation and implementation of the AGREEMENT, in the first instance, by attempting to arrive at a mutual understanding.

The party that is to take action first shall for that purpose send a proposal for an amicable settlement to the other party by registered mail. This proposal shall contain a precise description of the dispute according to the party, the description of the positions of the parties from the same point of view, a proposal regarding a procedure and a schedule for resolving the dispute, and the facts and elements that, for this party and as far as it is concerned, could contribute to a mutually acceptable solution.

The party making the proposal shall legally be considered as doing this without prejudice and under reservation of all rights, until such time as the other party confirms acceptance of the proposal.

The other party shall review the proposal with goodwill and, if necessary, following direct consultation with the first party, communicate its decision with respect to the proposal. Notice of its decision shall be sent by registered mail to the first party within the month following the mailing date of said proposal by that first party.

The decision of the other party with respect to the proposal of the first party must contain a response to each of the elements contained in the proposal of the first party.

Acceptance of the proposal by the second party means that the parties are willing to arrive at an amicable settlement: in that case, none of the parties may submit the dispute to the competent court for a period of three months following the date the first party mailed the proposal, and both parties shall work on settling the dispute amicably according to the provisions of the settlement. Failure to come to an agreement will entitle each of the parties to bring the dispute before the competent court. The three-month period may be extended or shortened by mutual agreement of the parties. It is automatically cancelled without notice, if one of the parties fails to comply with its obligations as set out in the procedure, or to implement the dispute settlement that was reached.

14.4. The procedure provided in article 14.3 shall not apply to requests from IWT for repayment of amounts not owed by IWT or other amounts owed to IWT by the RECIPIENT or the directly involved PARTY, if the latter has not proceeded to repay these amounts within 30 days following IWT'S request.

Neither shall the procedure provided in article 14.3 apply if the SUBSIDY is suspended under the terms of article 9, if an appeal procedure has been initiated as mentioned in article 10.4, or if IWT is reviewing the SUBSIDY based on formal evidence as mentioned in article 10.4(2).

14.5. Only the courts of Brussels are competent to judge claims related to disputes arising from the AGREEMENT.

## **Article 15 Final clauses**

15.1. The PARTIES explicitly agree that in the event that any provision of the AGREEMENT is, in whole or in part, determined to be unenforceable or void for any reason, such determination will not affect in any way the validity and enforceability of the remainder of such provision or any other provision of the AGREEMENT. The PARTIES agree to replace any invalid, unenforceable or void provisions with other provisions or measures that will achieve as much as possible what the PARTIES intended to achieve with the original provisions.

15.2. The titles above the different articles and paragraphs are included solely to make it easier to read the AGREEMENT and refer to its various provisions. They are not part of the AGREEMENT and do not define, limit or describe the scope or content of the article or paragraph associated with them.

15.3. A PARTY shall not be considered as having waived a right or claim arising from the AGREEMENT or related to a failure to perform of the other PARTY, unless it has waived such a right or claim explicitly and in writing.

If a PARTY, pursuant to the previous paragraph, waives rights or claims to which it is entitled under the AGREEMENT as the result of a shortcoming or failure to perform of the other PARTY, such a waiver shall never be interpreted as a waiver of any other right under the AGREEMENT or relating to a shortcoming or failure to perform of another PARTY, even if both cases display great similarity.

15.4. All APPENDICES shall form an integral part of the AGREEMENT.

15.5. The AGREEMENT supersedes all previous oral, written and silent agreements and decisions between the PARTIES, insofar as these are related to the object of the AGREEMENT.

15.6. The AGREEMENT is issued by IWT in the name of the RECIPIENT. Hence, the rights and obligations flowing from the AGREEMENT cannot be transferred in any form by the RECIPIENT without the prior written consent of IWT. This non-transferability shall also apply in the event of a transfer under general title, such as in the case of a merger, partition, addition of a department, and the like.

15.7. Amendments to the AGREEMENT shall be put in writing and constitute an integral part of this AGREEMENT.

15.8. In the event the AGREEMENT contains contradictory or incompatible statements, the PROJECT-SPECIFIC TERMS AND CONDITIONS and any mutually agreed written amendments to them will supersede these GENERAL TERMS AND CONDITIONS.