

Instruction and explanation to Sponsorship Agreement Template for ZonMw funded Projects

In this document, you will find instructions and explanations for the use of the ZonMw Sponsorship Agreement template. Please note that this is meant only as aid for drafting the consortium agreement without assuming any warranty of responsibility by ZonMw. We point out what the most important steps are for filling in the template and direct you through parts that are more difficult. Please read this document carefully before completing the template.

The use of the template is however at the user's own risk and does not release the user from its own legal examination to cover its interests and protect its rights. No rights can be derived from the use of this template.

Guiding principles and instructions before filling in the template:

- A. We would appreciate and strongly recommend to make use of this template Sponsorship Agreement (further 'SA') .
- B. Any modifications must be recognisable for ZonMw (i.e. use track changes).
- C. A sponsorship agreement that contains the Sponsor's mandatory obligation to deliver its contribution only, will be considered sufficient. However, parties often wish to agree upon other conditions as well. This template contains the main mandatory obligation section 3 as well as other frequently used clauses.
- D. Part of the clauses may be described in full detail in the Project Plan. In such case please refer to the (relevant section of) the Project Plan or accompanying Budget.
- E. ZonMw policy regarding project results: ZonMw funds health research and innovation and stimulates the use of the results to help improve health and healthcare in the Netherlands. The ZonMw policy as described for instance in section 11 of the [ZonMw General Terms and Conditions](#) aims to ensure that publicly financed results of its projects are freely available to be shared and reused in particular for new (scientific) research. This policy will need to be observed in the SA.
- F. The agreement will be assessed on conformity with the European state aid rules and regulations, the ZonMw General Terms and Conditions and the ZonMw decision to award the grant.
- G. If requested, send a final draft version of the SA (not signed) as a Word document indicating changes/additions to the template. ZonMw will assess the draft SA and give feedback.

SPONSORSHIP AGREEMENT

- **Project title** Fill in the project name or the name of the sponsorship agreement.
- **ZonMw file No:** Please fill in the file number which has been assigned by ZonMw. You can find this number in the ZonMw Grant letter.
- **Date:** Fill in the date on which the SA is finalised

BY AND BETWEEN

- Add the names of the parties involved in the sponsorship and the names of the persons who legally represent these parties. The parties that take part will need to correspond with the names that appear in the Project Proposal or letter of commitment.
- If you as a natural person own the business, your full name will be sufficient;
- If your business is a general partnership you will have a written partnership agreement that gives a name to the partnership. If you have not agreed on a name for the partnership then list the full names of the partners;
- For private legal persons: mention the type of legal person such as a foundation, an association, an open corporation or closed corporation;
- For public legal persons: mention the type of organisation such as province or municipality and the name of the organisation.

Add for each of the signing parties an abbreviation for further use in the consortium agreement, for ease of reading.

WHEREAS

Please fill in the information which is asked for in []. Remember from now on to use the abbreviation when asked for organisation.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

Here you will find definitions of the most used terms that have a special meaning. For the ease of reading, these terms will be stated with a capital letter in the rest of the SA.

2. Project

Read the information. No actions needed in this section.

3. Sponsor Contribution

Please insert the relevant information which is asked for in [].

Please choose the relevant section for this sponsorship contribution In cash/in kind or both.

3.3 Here you insert a brief description of the In Kind Contribution, attach a detailed schedule or refer to the Project Proposal. Example of contribution in kind other than providing products: deployment of sponsor's personnel.

3.4 and 3.5 Depending on the type of contribution, the parties may need to agree on access to Sponsor's background.

4 Term and Termination

Read the information. No actions needed in this section.

5 Publications; other research rights and use of logo

Read the information. No actions needed in this section.

6 Intellectual ownership.

6.3 In the event that Sponsor's personnel will be deployed, any right to Result will need to be owned by Recipient for the avoidance of providing illegitimate state aid.

Optional: if Recipient intends to transfer its results to a third party, it may be required to inform the Sponsor first and give the opportunity to negotiate first (“1st option right”).

Example:

If Recipient intends to transfer Results to a third party, it may be required to inform Sponsor first and give it the opportunity to negotiate first (1st option right).

In the event that more options will need to be considered or more explanation is needed, please consult the relevant sections in the [model Consortium Agreement](#) or [Explanation](#).

7 Miscellaneous

Since this agreement contains several parts, it is possible that these parts are conflicting. For this situation it is necessary to include an inconsistency clause. Because the grant applicant is bound to the ZonMw Funding Conditions, these need to prevail.

7.3 and 7.4 Include reference to the Consortium Agreement if this is applicable for this Project. In which case attach the Consortium Agreement as Schedule.

8 Governing Law and Dispute Resolution

Please fill in the information which is asked for in [].

A choice of Dutch law is in line with the law according to which the ZonMw grant has been awarded.

Recommendation to include the Dutch court of the region in which the main applicant resides.

SCHEDULES

Referring to lengthy documents rather than inserting them, provides more clarity and brevity in the main body of the agreement.

Add other Schedules if they apply to this agreement such as the Consortium Agreement if applicable (see explanation at 7.3 and 7.4).

SIGNATURE

In witness whereof...

The person(s) who are stated at the section ‘Organisation’ under ‘By and Between’ must sign. ZonMw does not accept a Holding signing on behalf of a daughter or vice versa.